

Residential Lease

LANDLORD: Joe Smith and Susan Smith and Joel Smith, and Wendy Smith, hereinafter referred to as the **LANDLORD** through its agent **Rent Florida Realty, Inc. @ 4414 Forest Hill Blvd., West Palm Beach, Florida 33406** hereinafter agent or management.

TENANT: Ann Doe and Joe Doe and Don Doe and Steve Doe (hereinafter "*Resident OR TENANT*")

PROPERTY ADDRESS: 123 Any Street, Unit 789, Any Town, FL 12345 (hereinafter the "Premises").

In consideration of mutual covenants and agreements herein contained. LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the above described property. This lease shall bind the TENANT(s), its heirs, estate, or legally appointed representatives. TENANT as herein used, shall include all persons to whom this property is leased. LANDLORD as herein used, shall include the LANDLORD(s) of the premises, it heirs, assigns, or representatives and/or any designated agents.

ORIGINAL TERM: This lease shall be for a minimum term of 12 months, The original term of this lease shall be: From the **January 15, 2009** (also known as the anniversary date) and end on **December 31, 2009** unless sooner terminated as herein provided. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORDS option without LANDLORDS being liable for any expenses caused by such delay or termination.

OPTION TO AUTOMATICALLY RENEW TERM OF LEASE This lease automatically renews itself for (up to five) twelve (12) months periods on each anniversary date, (the monthly date the lease began), unless either party (LANDLORD OR TENANT) gives the other party **60 days** written notice (prior to end of any lease ending date) of their desire not to renew for another 12 months. Notice from either party must be made by certified mail. Verbal notice is insufficient under any circumstances. If the TENANT chooses not to renew this lease as described, the TENANT must surrender possession and move out of the premises at the end of the original term of the lease. While in possession of the premise the TENANT must be under the terms of this lease agreement or extension renewal of this lease agreement, as month to month tenancies will not be permitted by the LANDLORD. **This lease shall terminate early, at LANDLORD'S option, upon sale of or contract for sale entered into on the premises and TENANT agrees to vacate within 30 days written notice from LANDLORD.**

RENTS PAYABLE: PRORATED RENT TENANT agrees to pay the sum of **\$400.00** as prorated rent for the period **January 15, 2009** through **January 31, 2009**.

RENTS PAYABLE: FIRST MONTH'S RENT TENANT agrees to pay the sum of **\$800.00** for the first month's rent prior to taking occupancy.

RENT PAYABLE: LAST MONTH'S RENT TENANT agrees to pay the sum of **\$800.00** for the last month of the lease prior to taking occupancy.

RENTS DUE ORIGINAL TERM: The rent shall be **\$800.00** per month and shall be due on or before the 1st day of each month without demand. In the event payment is received by the LANDLORD prior to 6:00 PM on the 1st day of each month (including weekends and holidays) and if TENANT is in compliance with all other terms of this agreement, then there shall be a discount of \$50.00 off the rent making the discounted rent due of \$750.00.

RENT ESCALATION CLAUSE FOR RENEWAL TERMS OF RENT DUE FOR SUBSEQUENT AUTOMATICALLY RENEWABLE TERM OF LEASE: The rent shall increase on each yearly renewal anniversary date in the amount of **\$25.00** per month, or any other amount as dictated by LANDLORD. Should the LANDLORD not dictate a different amount to the TENANT in writing at least **60 days** prior to the yearly anniversary date, then the renewal rent shall increase by **\$25.00** per month on each anniversary date as outlined above.

SECURITY DEPOSIT AND ADMINISTRATION FEE: TENANT agrees to pay Management \$200.00 as a nonrefundable administration fee. TENANT has deposited with LANDLORD the sum of **\$850.00** as

TENANT'S INITIALS (_____) (_____) (_____)

payment of security to LANDLORD for the performance by TENANT of certain obligations and undertakings required of TENANT under this Lease, not as a penalty but as damages. In addition to the retention of TENANT's security deposit as specified in all Paragraphs of this Lease, part or all of TENANT's security deposit may become the unconditional property of LANDLORD if LANDLORD, either as required by law or by election, shall pay or be liable to pay any sum or sums, perform any act or thing on behalf of TENANT, or make good any default of TENANT, to any party or parties. **TENANT agrees that in the event that a dispute arises over a claim or claims to the security deposit and or advance rents, if any, and the dispute cannot be resolved between the parties, TENANT agrees to hold Agent harmless and in the event of any litigation will look solely to the LANDLORD.**

RETURN OF SECURITY DEPOSIT: Upon the termination of the TENANT's residency, absent any default or violation of the provisions of this Lease which allow LANDLORD to retain all or part of TENANT's security deposit, LANDLORD shall refund TENANT's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the return of security deposits, and upon the above conditions being met, If the LANDLORD does not intend to impose a claim on the security deposit, LANDLORD shall refund TENANT's security deposit within fifteen (15) days of the date of termination of residency or the LANDLORD shall have (30) days to give the TENANT written notice by certified mail to the TENANT's last known mailing address of his intention to impose a claim on the deposit, and the reason for the imposing claim. Also, in the absence of any state or local laws, if TENANT gives LANDLORD an incorrect or incomplete forwarding address, or if TENANT does not give LANDLORD a forwarding address, and LANDLORD is unable, after reasonable investigation, to determine TENANT's new mailing address within sixty (60) days from the date of termination of residency, the security deposit shall become the unconditional property of LANDLORD. The TENANT **(agrees to)** credit LANDLORD with interest that will be earned on deposits for any security deposit or advance rents (if applicable) received, to assist in offsetting the expense of maintaining Owners Trust Account(s), which will be held in a separate, interest-bearing escrow account at: **Washington Mutual Bank, 4660 Forest Hill Blvd, West Palm Beach, FL 33415.**

ADDITIONAL RENTS: TENANT agrees to pay additional rent of **5%** if LANDLORD does not receive payment by the 4th of each month. TENANT agrees that any and all additional rent payments incurred as a result of TENANT's late paying of rents shall be deemed as Additional Rents due. Florida courts have ruled that should the TENANT continue to pay rents late without the additional rents due for paying late, the LANDLORD can file an eviction for violating a clause of the lease, other than payment of rent.

NSF FEES: TENANT agrees to pay LANDLORD a NSF fee of **\$35.00 or 5%** of the amount of the check, (whichever is greater) for each dishonored check. TENANT agrees that any and all NSF fees shall be deemed as Additional Rent due. If TENANT'S check is dishonored, all future payments must be made by money order or cashiers check. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, and LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. Late fees shall also apply to NSF checks until the date of actual payment.

DELINQUENCY DELIVERY FEES & EVICTION ADMINISTRATION FEES: TENANT agrees that should LANDLORD (or any agent of LANDLORD) deliver and serve upon the TENANT any Three Day Notice or other late payment notice, then TENANT agrees to pay a delivery fee of **\$35.00** for each such delivery. TENANT agrees that should LANDLORD (or any agent of LANDLORD) deliver and serve upon the TENANT an eviction action, TENANT agrees that the prevailing party shall be required to pay all attorney's fees and costs as awarded by the court. TENANT agrees that any and all delinquency delivery fees shall be deemed as Additional Rent due.

LEGAL NOTICE: The imposition of late fees, dishonored check fees, and delinquency delivery fees is not a substitution or waiver of available Florida Law remedies. If rent is not received on or before the 1st day of each month, by 6:00 PM, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. All payments made shall be applied to any outstanding balances of any kind including late charges and/or any other charges under the lease. Any notices or demands to be given hereunder shall be given to LANDLORD at the address shown herein:

Rent Florida Realty, Inc. 4414 Forest Hill Blvd., West Palm Beach, Florida 33406,

PETS: TENANT shall not keep any animal or pet in or around the rental premises without OWNERS prior written approval and a PET ADDENDUM signed by all parties. Should TENANT or a guest of the of the TENANT brings an unauthorized pet onto the rental property, LANDLORD may at LANDLORD sole discretion, terminate this lease agreement and/or the TENANTS security deposit will be forfeited to the LANDLORD in its entirety. **PET ADDENDUM IS ATTACHED**

OCCUPANCY AND USE OF PREMISES: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Susie Doe, Tim Doe** A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 14 days. **\$100.00 additional rent** will be due each month for any other persons occupying the premises for a period longer than 14 days, and written permission must be obtained in advance for occupant retroactive to the start of this tenancy. TENANT shall not permit said Premises to be used for any purpose that will injure or damage the reputation of the LANDLORD or Homeowners Association. TENANT will not use or keep in said Premises anything which would in any way affect the terms and conditions of a standard fire insurance policy or increase the fire insurance rates. TENANT shall not violate any federal, state, or local laws. TENANT shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet and peaceful enjoyment of the neighbors. TENANT shall abide by and strictly conform to all rules issued by LANDLORD from time to time. TENANTS shall not operate any type of day care or child sitting service on the premises. Such rules shall be mailed by LANDLORD to the TENANT at the Property address and may be changed from time to time if such change is necessary in the opinion of LANDLORD. The failure of LANDLORD to insist upon a strict performance of any such rules shall not be construed as a waiver of any of Owner's legal or equitable rights or remedies, nor be deemed a waiver of any subsequent breach or default by TENANT.

MAINTENANCE OF PREMISES:

(a) Original Condition. The leased Premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported in writing to LANDLORD within forty-eight (48) hours of the commencement of this lease term. (b) Cleanliness. TENANT shall keep said Premises and fixtures contained therein, in a clean and habitable condition and upon vacating shall leave same in the condition existing at the commencement of this Lease, or pay LANDLORD for the cost of restoring said Premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. LANDLORD may satisfy this obligation of TENANT wholly or in part by retaining TENANTS security deposit in accordance with Paragraph E (Security Deposit) provided that all other obligations of TENANT hereunder have been satisfied. At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event all keys are not returned upon move-out, there will be a minimum charge of \$50.00. TENANT agrees to pay a minimum **\$75.00** carpet cleaning charge and a **\$75.00** mandatory minimum unit cleaning charge that will be deducted from the TENANTS security deposit.

(c) Repairs. LANDLORD shall make all necessary repairs to the roof, ceiling, exterior walls, exterior windows and exterior doors of the building on the leased Premises. LANDLORD shall be responsible for the maintenance of and the repair of building equipment, such as plumbing, heating, air conditioning, appliances and similar equipment, so as to insure their proper operation during the term of the Lease. LANDLORD will make necessary repairs to the Premises with reasonable promptness after receipt of written notice from TENANT. TENANT shall be responsible for keeping and maintaining said Premises in as good repair as the same in at the commencement of this Lease, ordinary wear resulting from careful usage excepted. The cost of service to any fixture or of repairing any damage resulting from TENANT misuse or abuse of any fixture or portion of the Premises shall be paid by TENANT upon demand by LANDLORD. In the event TENANTS or their guests or invitees cause any damage to the premises. LANDLORD may at its option repair same and TENANT agrees to pay for all charges incurred as **additional rent**. TENANT shall be responsible for all damages that occur as a result of leaving doors or windows open. If the cost of the repair is not paid by TENANT, then the cost of any unpaid repairs will be

taken from security deposit at the expiration of this lease.

(d) Alterations. No alterations or changes in or to said Premises or the fixtures contained therein, shall be made except upon written consent of LANDLORD.

(e) Waste. TENANT shall not waste utilities furnished by LANDLORD or use utilities or fixtures for any improper or unauthorized purpose.

(f) Vandalism. of any part of the residence shall be cause for immediate eviction and shall be a default under this agreement. LANDLORD, in their sole discretion and considering the facts of each event shall determine the vandal's identity. Any act of vandalism may be brought as a separate cause of action (from a breach of this Agreement) to recover damages, including punitive damages to punish the vandal.

(g) Safety. TENANT is responsible for keeping the Premises and its entrance in a safe condition.

(h) Should TENANT operate any a/c unit without properly cleaning and installing the filter, TENANT agrees to pay to have the air handler condensing coil professionally cleaned by LANDLORD or LANDLORD service company. TENANT shall be required to change the filter monthly or as needed or shall be responsible for any damages as a result of the failure to change the filter.

(i) If LANDLORD is responsible for maintaining lawns and premises has a sprinkler system, TENANT will routinely check and replace any missing or damaged sprinkler heads. TENANT agrees to operate sprinkler system often enough to keep the lawn and shrubbery healthy, or a minimum of 15 minutes per zone 3 times weekly. If mandatory watering restrictions are imposed by any legislative body governing the premises, TENANT agrees to reset sprinkler timer to comply with the maximum watering schedule permitted by law.

(j) TENANT agrees to be responsible for sewer and drain clogs, unless LANDLORD determines clogs are due to faulty pipes or tree roots.

(k) TENANT agrees to be responsible for Smoke Detectors and Fire Extinguishers. TENANT agrees to test smoke alarms at least weekly by pressing the test button and holding it down for 5 or more seconds until the alarm goes off. At least twice annually, TENANT agrees to change any batteries.

(l) TENANT agrees to be responsible for door locks, window locks, and security alarms. The LANDLORD agrees to provide working door and window locks at the beginning of the lease term. The TENANTS are responsible for all locks and security of the premises once they take possession. The TENANTS agree within **30 DAYS** after occupancy to inspect all locks and inform LANDLORD immediately via telephone if any locks are not working properly.

ALL REQUESTS FOR MAINTENANCE OR REPAIRS MUST BE SENT VIA INTERNET E-MAIL TO mrequest@rentfloridarealty.com OR FAXED TO 561-478-2241 (IN CASE OF EMERGENCIES CALL 561-478-5616)

TENANTS shall not have the right to perform nor arrange for repairs at OWNER'S expense, nor shall there be any right of TENANT to deduct the cost of any repairs from the rent payments due. All maintenance and repair work requested by the TENANTS and ordered by the LANDLORD shall take place during normal business hours. Monday through Friday from 9 AM to 5 PM excluding emergencies. Under our guidelines and the Florida Landlord Tenant Laws. emergency repairs shall be deemed as follows:

1. Broken locks, window locks or a broken garage door and/or automatic garage door opener (within the 1st 30 days tenancies)
2. Major water leaks including broken pipes or seriously clogged drains that could flood the premises
3. No heat (if provided)
4. No air conditioning ONLY provided the TENANT has pre-registered a physicians letter stating a legal occupant of the premises has a medical condition which can be aggravated by excess heat
5. Gas leaks
6. Electrical shorts or sparking
7. Any other condition which the TENANT may deem life-threatening to pose a harm to premises

CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS: In the event the rental premises are subject to the rules, regulations, covenants and restrictions of a condominium or homeowners association (ASSO-

CIATION), the TENANTS agree to abide by all applicable rules and regulations. It shall be the obligation of the TENANTS to obtain a copy of ASSOCIATION application for tenant approval and submit it to the association in a timely manner. It shall be the obligation of the TENANTS to obtain and abide by the associations restrictive covenants or declaration and rules. Should the LANDLORD or property receive notification from the association of violation of the rules, regulations, covenants and restrictions the cause of which are the result of the TENANTS failure to maintain their rental home properly or any notice of violation the cause of which is directly attributable to the TENANTS, the TENANTS guest or their invitees, then the TENANTS do hereby agree to pay the LANDLORD a minimum administrative fee of **\$95.00** per notification for the OWNER'S time in responding to the association and to the TENANTS.

The TENANTS shall also be financially responsible for the cost of curing any violation including by the way of example but not limited to the cost to maintain or replace the lawn, bushes, window coverings, legal and attorney fees, court costs, any and all fees, fines, penalties or other cost that may be incurred by the LANDLORD or the property LANDLORD as a result of the TENANTS failure to abide by the rules, regulations, covenants and restrictions of the association. The TENANTS hereby agree and consent that the \$95.00 per notification administrative fee and any and all other cost, fines, penalties or other cost referenced herein shall be deducted, with out recourse, from the TENANTS security deposit, should the TENANT have an outstanding balance with regard to these expenses when they vacate the premises. This is subject to the approval of the condo association or homeowners association and TENANT agrees to pay any association application fees necessary for such approval (if applicable). Maintenance and recreation fees are to be paid by the LANDLORD. Any additional association deposits for common area security deposits for common area, key deposits, access card or remote control charges are to be paid by TENANT.

VEHICLES: Vehicles must be currently licensed, owned by TENANTS, registered, operational, and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo/homeowner association rules (if applicable). No trailers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without OWNER'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANTS expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT also agrees to indemnify LANDLORD for all cost, penalties, fines and attorneys fees in dealing condo/homeowners associations or local governmental agencies who have cited LANDLORD, the property, or the property LANDLORD for parking or vehicle violations. TENANT agrees that only the following vehicles will be parked on the premises: **1994 Chevy, 1996 Ford**

UTILITIES AND FACILITIES TO BE SUPPLIED BY LANDLORD.

LANDLORD shall furnish the following utilities and facilities at no extra charge to TENANT:

ELECTRICITY, WATER, SEWER, GAS, GARBAGE, BASIC CABLE

All other utilities and facilities desired by TENANT shall be the sole responsibility of the TENANT.

LIABILITY DISCLAIMER: LANDLORD shall not be liable or responsible for TENANTS personal belongings or contents from any damage done or occasioned by or from the bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about said building or Premises, nor for any damage arising from acts or neglect of TENANT, other occupants of the Property or their guests, or any other parties. All personal property of TENANT kept on or within the Property shall be kept there at the risk of TENANT only and LANDLORD shall not be liable for any damage caused thereto or for the theft or other loss thereof. TENANT shall be responsible for obtaining fire, extended coverage and liability insurance with respect to Premises and contents.

RISK OF LOSS: All TENANT personal property shall be at the risk of TENANT and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, flood, wind damage, acts of negligence of any person whatsoever, or from the bursting or leaking of any pipes or roofing. TENANTS are **STRONGLY URGED TO SECURE RENTERS INSURANCE** and personal property insurance from an insurance agency of their choosing. No trampolines, athletic equipment,

recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

TENANT shall be solely responsible for insuring TENANTS own possessions on or about the premises. TENANT is advised to purchase renters insurance from an insurance agency of their choosing.

LIABILITY OF TENANT FOR CASUALTY DAMAGE TO PREMISES: TENANT shall be responsible for and liable to LANDLORD for any damages incurred to Property or any part thereof, including any fixtures or appliances, as a result of a fire or other casualty caused by the negligence or willful acts of TENANT.

RIGHTS IF ENTRY BY LANDLORD: LANDLORD may, at reasonable and proper times, enter and inspect the leased Premises and may enter said Premises at any reasonable time to make necessary repairs, and to provide regularly scheduled periodic services. LANDLORD may show the leased premises by appointment for sale or for rent. If TENANT does not cooperate to show the rental premises during this period, then TENANT's Security Deposit shall become the unconditional property of the LANDLORD. Should TENANT fail to permit LANDLORD to enter the premises for any purpose described herein, TENANT shall be responsible to LANDLORD for liquidated damages in the amount of \$100.00 per event. Said liquidated damages will be deemed to apply if TENANT refuses to make an appointment with LANDLORD, changes the locks to that LANDLORD cannot enter the premises, or has a dog or other animal which makes entry to the premises dangerous or inconvenient for LANDLORD. In the event LANDLORD deems TENANT to have incurred such penalty, LANDLORD shall notify TENANT of said penalty, in writing, certified mail, return receipt requested, and LANDLORD shall thereafter be entitled to deduct such penalty so imposed from TENANT's security deposit.

SUBLEASE OR ASSIGNMENT: TENANT shall not assign, sublet the leased Premises, or any part thereof, without the written consent of LANDLORD. TENANT shall not be released from the terms of this agreement on the grounds of voluntary or involuntary unemployment, transfer, loss of employment, marriage, divorce, loss of co-TENANT or bad health.

TERMINATION OR RENEWAL: In the event TENANT desires to non renew the term of this Lease, TENANT shall deliver to LANDLORD written notice of the desire to non renew this Lease sixty (60) days before the expiration of the initial term of this Lease. In the event that TENANT does not comply with the notice requirements hereunder, all or a portion of TENANT's security deposit shall become the unconditional property of LANDLORD, if not prohibited by law. If the TENANT fails to deliver possession of the premises to the LANDLORD at the expiration of this agreement or any renewal, and if such holdover is without the consent of the LANDLORD. TENANT shall be liable for double the monthly rent or fraction thereof as per Florida Statute 83.58. In addition, LANDLORD may exercise any other rights or remedies accorded it under the terms of the Lease or by law upon such termination. All other terms and provisions of this agreement to the contrary notwithstanding.

DAMAGE OR DESTRUCTION OF PREMISES BY CASUALTY: In the event the leased Premises is rendered uninhabitable or damaged by reason of fire, explosion, hurricane or other casualty, LANDLORD, at its option, may either repair the Premises to make the same habitable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In the event of such termination, LANDLORD shall give TENANT thirty (30) days notice in writing, whereupon this Lease shall be terminated in accordance with such notice. If the Premises is damaged but not rendered uninhabitable and LANDLORD does not opt to terminate the lease, the rental due hereunder shall not cease or be abated during the period of repair of such damage, but LANDLORD shall proceed with such repairs as expeditiously as possible under existing circumstances. LANDLORD shall not be liable for any injury or damage to persons or property caused by such casualty. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

DEFAULTS: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regula-

tions), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorneys fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

QUIET ENJOYMENT: LANDLORD agrees that as long as TENANT pays the rent and performs as of the covenants contained herein and complies with all rules and regulations affecting the use and occupancy of the leased Premises, he/she shall have peaceful possession and quiet enjoyment of same, subject to the terms hereof.

GENERAL COVENANTS: All Promises, covenants and agreements set forth in this lease shall be binding upon, apply and insure to the benefit of the heirs, executors, successors, assigns or administrators, respectively of LANDLORD and TENANT. In the event of the sale or transfer of the leased Premises, the current LANDLORD of the leased Premises shall be released from the obligations of this Lease and the remedies of TENANT shall be solely against the person, firm or corporation succeeding to the rights of the current LANDLORD of the leased premises. TENANT may, with the written consent of LANDLORD, change or add additional lock(s) to the lock(s) existing when TENANT takes possession of the leased Premises. TENANT promises to promptly pay its utility services.

ENTIRE AGREEMENT: This Lease and any of the Rules and Regulations promulgated by LANDLORD for the Property comprise the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify the Lease shall be invalid unless the same is in writing and executed by both parties hereto.

SEVERABILITY OF PROVISIONS: In the event any provision or portion of any provision of this Lease is declared unenforceable or invalid by any court or administrative body having competent jurisdiction, the remaining provisions of this Lease shall be deemed enforceable and shall remain in full force and effect.

ACKNOWLEDGEMENT AND RELEASE: TENANT hereby states that he/she has inspected the Premises and has determined to his/her satisfaction that the smoke detectors (if applicable), door locks, and latches, window locks and latches, and any other security devices within the Premises are adequate and in proper working order. Any comments or remarks made by TENANT with respect to the security devices will be made by TENANT promptly, either on a move in condition form or in a written letter, if applicable. TENANT understands and acknowledges that the Move In Condition Form is not a written request of LANDLORD to repair any device. If such repair is needed, TENANT agrees to promptly inform LANDLORD in writing. TENANT acknowledges that LANDLORD is under no obligation or duty to inspect, test, or repair any security device unless and until LANDLORD has received written notice from TENANT to do so. TENANT acknowledges that LANDLORD, and the LANDLORD of the Property are not insurers. TENANT further acknowledges and understands that TENANT's personal safety and security is primarily his/her responsibility. In particular, TENANT recognizes that TENANT is in the best position to determine and foresee risks of loss and to protect himself/herself and his/her property against such losses. TENANT further acknowledges that it shall be his/her responsibility to obtain any insurance coverage deemed necessary to protect against losses and to take any other reasonable steps to protect his/her personal property and insure his/her personal safety. TENANT recognizes that Owner's efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of crime to all TENANTS.

LEAD BASED PAINT \ RADON GAS: RADON GAS State Law requires the following notice to be given: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. LEAD BASED PAINT WARNING Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure can be especially harmful to young children and pregnant women. TENANT acknowledges receipt of the federally approved pamphlet on lead poisoning prevention and been given the opportunity to read it prior to executing this lease agreement.

STORAGE FEE: A reasonable storage fee may be charged by LANDLORD if TENANT keeps property on the Premises when TENANT has vacated or abandoned the Premises and defaulted under this Agreement or LANDLORD may dispose of these items according to the lease terms.

NONRECOURSE AS TO LANDLORD: Notwithstanding any provisions herein to the contrary, neither LANDLORD(s) of the Premises or the property of which it is a part, shall be personally liable for the breach of any provisions of this Lease. In the event of any such breach, TENANT shall look solely to Owner's equity in the land and building of which the Premises are a part for the satisfaction of all of TENANT's rights and remedies. Such exception of personal liability is absolute and unconditional.

SMOKING:

LANDLORD'S OBLIGATIONS: TENANT agrees LANDLORD has no obligation to install storm shutters and/or take measures to prevent wind, rain and/or other objects or projectiles from entering the premises in the course or event of a windstorm, flood, hurricane, hailstorm, tropical storm, or any other act of nature (hereinafter "Storm") that may strike in the area of or affect the premises rented by TENANT from LANDLORD. TENANT agrees LANDLORD has no duty to advise TENANT as to evacuation orders, potential or current storms, safety measures, storm-preparedness procedures, or storm recovery resources. TENANT agrees to use due diligence in keeping informed of the current and future weather.

STORM PREPARATION: Once a tropical storm, hurricane, flood watch or warning is issued for a particular area and/or at the request of LANDLORD, TENANT agrees to take storm preparedness actions. Any injury to TENANT arising from storm preparation is the sole responsibility of the TENANT and not of LANDLORD. In the event of damage to LANDLORD'S property due to TENANT'S storm preparations, that damage will be the responsibility of TENANT. TENANT'S shall remove all authorized and unauthorized objects from the immediate premises that may become projectiles in a storm, such as deck chairs, potted plants, patio benches and any items on a balcony, lanai, patios and/or breezeways of the rental premises. These items should be placed inside the unit and returned to the outside only when it is safe to do so. In no event shall any motorcycle, scooter, gas grill, or other item containing gasoline or other fuel, be stored inside in the rental premises. These items must be removed completely from the premises.

STORM SHUTTERS: If the premises are not equipped with storm shutters, TENANT understands that no storm shutters will be provided and/or no measures shall be taken by LANDLORD to secure doors and or windows unless LANDLORD, in its sole discretion, decides to perform these tasks. TENANT agrees to hold LANDLORD harmless for any damage to person and/or property due to the lack of storm shutters or LANDLORDS decisions to secure or not secure doors and/or windows. If storm shutters have been installed at the premises, or if LANDLORD secures door and/or windows, this shall not relieve the TENANT of the obligation of looking to his or her renters insurance for coverage of any damages to property or person. TENANT agrees that installation of storm shutters or other means of securing doors and windows are not guarantees in any way that damage to the premises due to a storm will be minimized or will not occur.

ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

TENANT'S INITIALS (_____) (_____) (_____)

SPECIAL CLAUSES

ADDITIONAL STIPULATIONS: In the event TENANT wishes to terminate this lease early, all the other terms and conditions of the lease must be complied with, TENANT shall pay all rent and any other charges must be current and TENANT agrees to the following: TENANT agrees that any termination shall occur as of the last day of a calendar month and TENANT agrees to give notice to LANDLORD by certified mail in the amount of 30 days. TENANT agrees to pay an additional one months rent. TENANT agrees that the entire security deposit shall be forfeited upon such early termination. SEE ATTACHED ADDENDUM.

TENANT AGREES THAT THE FURNISHING OF SAFETY DEVICES IF ANY SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. TENANT FURTHER RELEASES AND HOLDS HARMLESS LANDLORD, THE LANDLORD AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, OWNERS, PARTNERS, EMPLOYEES, EMPLOYERS, AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS IN ANY WAY RELATED EITHER TO TENANT'S RELIANCE ON ANY OF THE SAFETY DEVICES AND PATROL SERVICE MENTIONED ABOVE, OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF.

THANK YOU FOR BEING OUR TENANT! We are please that you have chosen to rent your home from us. If we may be of any further assistance, please do not hesitate to call on us. We hope you will enjoy your new home and look forward to serving you in the future.

**ACCEPTANCE BY FACSIMILE BY ANY PARTIES SHALL CONSTITUTE VALID
BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of this
____ day of _____ 200____

_____ TENANT _____ AGENT FOR OWNER

Ann Doe

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ TENANT

Joe Doe

_____ WITNESS

_____ WITNESS

_____ TENANT

Don Doe

_____ WITNESS

_____ WITNESS

This lease has been drafted by the Law Offices of Heist, Weisse & Davis, P.A. 1 800 253 8428
Reference #19000

TENANT'S INITIALS (____) (____) (____)

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Joe Smith, Susan Smith, Joel Smith, Wendy Smith (OWNER OR AGENT) AND Ann Doe, Joe Doe, Don Doe, Steve Doe (TENANTS) FOR THE PREMISES LOCATED AT 123 Any Street,, Unit 789, Any Town, FL, 12345

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS WITHIN BATH WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

TENANT'S INITIALS (_____) (_____) (_____)

TENANT(S) AGREE TO REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE AND MUSTY ODORS

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately **IN WRITING**. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Ann Doe

Owner or Owners Agent

Joe Doe

Date

Don Doe

DRUG/CRIME FREE ADDENDUM

Owner, Management and TENANT agree as follows:

1. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
2. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. TENANT or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. TENANT or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. TENANT, any member of the TENANT's household, or a guest or other person under TENANT's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, underage drinking of alcohol, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

PET REGULATIONS/AGREEMENT

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

1. Additional monthly fee of \$_____ is added to the monthly rent as additional rent.
2. A **non refundable** fee of \$_____ is paid by Tenant(s).
3. Additional security deposit of \$_____ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises
4. **ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.**
5. Pet(s) must be kept on a leash at all times while it is outside of the rental unit. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** Tenant(s) agree to fully indemnify the owner or agent for any damages arising out of injury to another by the pet(s). Pet(s) must not be tied or kept outside unit door, in the hallways or on the balcony or lanais.
6. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement Pet(s) must weigh under the weight limit of _____ **lbs.** at all times.
7. Tenant(s) may be assigned designated area to walk pet. Tenant(s) are responsible for cleaning up after pet(s).
8. Tenant(s) will be responsible for **FULL** replacement cost of carpet, walls, blinds, flooring or other items damaged in any way by pet(s). Tenant(s) also will be responsible for any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Owner or agent reserves the right to withdraw consent by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction.

DESCRIPTION OF PET(S)

Type _____ Breed _____ Color _____ NAME _____

Type _____ Breed _____ Color _____ NAME _____

_____ TENANT _____ LANDLORD/AGENT

_____ TENANT

_____ TENANT _____ / _____ / _____

DATE

TENANT'S INITIALS (_____) (_____) (_____)