

# ***RENT FLORIDA REALTY***

Leasing & Property Management  
1860 Forest Hill Blvd. Suite 202, West Palm Beach FL 33406  
Phone (561) 478-2224 Fax (561) 478-2241

## **“Rental Process”**

**\*\*\* Applicant understands and agrees, failure to read this “Rental Process” prior to filling out our online application will result in the automatic loss of their application fee and the application will not be processed.\*\*\***

“We are pledged to the letter and spirit of the U.S. Policy for the Achievement of Equal Housing Opportunity throughout the nation. We encourage and support a program in which there are no barriers to obtaining housing because of Race, Color, Sex, Handicap, Familial Status, or National Origin.”

- **Homes For Rent**
- **Application Processing and Time Frame**
- **Cost**
- **The Application**
- **Resident Selection Criteria**
- **Other Issues**

### **Application Processing and Time Frame:**

Processing an application normally takes between 2-3 days. In some cases approval of homeowner associations, condo associations and homeowners, or unforeseen circumstances may require some applications to take longer. You will be contacted immediately upon determination of approval or denial. All adult applicants over the age of 18 must submit a fully completed, dated and signed rental application and application fee. All applicants over the age of 18 are required to sign the lease agreement if approved.

No rental property will be held vacant for more than 2 weeks, unless approved by Rent Florida Realty.

### **Cost:**

If you decide to apply to rent one of our properties, there is a **\$50.00 per adult** application fee that is “non-refundable.” This must accompany the completed application form provided to you by our company. Incomplete applications or applications submitted without the proper application fees will not be considered and applications fees will not be refunded for incomplete applications.

Our leases are currently prepared by an Attorney at Law to comply with Florida laws. If you are the successful leasing candidate, there is a one-time lease closing cost of **\$35.00** to cover our administrative cost and the cost in preparing your lease.

Some Homeowners and Condominium Associations may require a separate application and fees and if such is the case, you must also apply separately to such homeowners or condominium association and remit whatever other application fee may be required.

### **The Application:**

Upon receipt of your rental application and application fee, you can expect and hereby authorize Rent Florida Realty to: **(1)** check your credit report; **(2)** check the public records for any past evictions and **(3)** verify your employment; and **(4)** verify your previous landlord references; and **(5)** perform a criminal background check. We would encourage you not to apply if you have bad credit; bad references; have ever been evicted in the past or have a criminal record.

Once you have been notified of your approval, you must place (at a minimum) a holding deposit (by cashier’s check or money order), equal to at least one months rent, within 48 hours of your approval notification. Once approved and payment of the holding deposit is paid your holding deposit is non-refundable. In the event that you fail to enter into the lease agreement or refuse to take possession of the property on or before your applied for beginning rental date, you shall forfeit these funds as liquidated damages. Due to the high demand for rental homes, we will not hold the property you applied for off the rental market for more than 48 hours unless you provide the required holding deposit. If you do not comply with this requirement, we may rent the home you applied for to someone else, and your application fee is non-refundable.

All applicants must see the interior of the property before an application can be submitted. The property must be accepted in "AS IS" condition before an application can be accepted, except where there is written agreement for maintenance or repair items. Any such maintenance or repair request (if any) must be written and included with your application under "Other Items Requested", in the contract to lease portion of your application. If your maintenance and repair request are acceptable to Rent Florida Realty, then that agreement will be written in the lease or lease addendum. Verbal representations are non-binding. In the event that the manager shall receive two or more unrelated applications for the same property, the applicant understands the manager may select the applicant desiring the property in "AS IS" condition, over another applicant requesting maintenance or repairs. In all cases, the application fee is Non-Refundable.

All initial funds, the holding deposit- first months rent and security deposit must be paid by cashiers check or money order payable to "Rent Florida Realty". Subsequent months thereafter may be paid by check.

Applicants must have a combined gross income of at least three (3) times the monthly rent. Income must be verified in writing, applicant may provide recent pay stubs. A minimum of one year residential history is required. If resident has less than one year rental history, than an additional security deposit will be required. Rental history must be rated satisfactory or better, with no record of evictions. We reserve the right to require a co-signer and/or a higher security deposit. Co-signers are accepted at the managers discretion only, must meet all requirements, and must reside in the State of Florida.

Credit history and/or Civil Court Records must not contain an eviction filed within ten (10) years (without court ordered stipulation fulfilled), judgements, liens, discharged bankruptcy within the past two (2) years or an open bankruptcy. Foreclosure with in (5) years requires a double security deposit. Pending foreclosure or short sale in progress requires double security deposit. We will not provide you with the credit report or tell you of its contents; however, we will provide you with the name of the credit reporting agency so you may receive a copy from the credit bureau. All information collected for the approval or denial of this application is considered confidential in nature and for company use only.

Self-employed applicants are required to produce upon request (2) years of signed tax returns or IRS 1099 forms for Non-employed. Applicants must provide proof of income.

If you have been arrested or charged for a felony crime (*conviction or no conviction*) within the past seven (7) years, this is cause for rejection. Applicant must not have a felony record that was adjudicated guilty or had adjudication withheld for the past (7) years, or any conviction of any length of time for any drug related, sexual related, murder/violent crime related or arson related crime.

Valid current photo ID documentation (driver's license, military ID, or State ID) is required.

Previous rental history reports from previous landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no NSF checks, and no damage to rental property or failure to leave the property clean and without damage when you leave the property.

Current occupancy standards are a maximum of 2 persons per bedroom, except for infants under 18 months of age. However, some city and county municipalities and/or homeowners associations prohibit more than two (2) unrelated adults to reside in a single family dwelling unit.

No pets (with the exception of medically necessary pets) of any kind are permitted without the specific written permission of Rent Florida Realty and an additional Non-refundable administrative fee of \$250.00 per pet. Some properties may require higher rent amounts. If a higher fee or rent amount is required, you will be notified at the time of the application. The following pets will not be accepted under any circumstances, GERMAN SHEPARDS, DOBERMANS, PIT BULLS& PITBULL MIXES, CHOWS, and or ROTWEILLERS.

Some Homeowners and Condominium Associations may require a separate application. If such is the case, you must also apply separately to such association and approval by the homeowners or condo association is a necessary prerequisite to our approval of your application.

Any exceptions to these criteria will need to be submitted in writing to Rent Florida Realty for consideration. If approval is then given for such exceptions, additional security deposit, or additional "higher" rent may be required.

#### **Other Issues:**

Rents quoted are the discounted rental amount that are paid, (on or before the 1<sup>st</sup> of each month by 5:00 PM) otherwise the rent is \$50.00 more and possibly higher if rents are severely delinquent.

Keys will be released on the day of occupancy as stated in the lease agreement. Request for keys earlier must be accompanied with additional pro-rated rent and must have Rent Florida Realty's prior approval.

Security deposits are security for faithful performance by tenants of all terms, covenants and conditions of the lease agreement and tenants may not dictate that the security deposit be used for any rent due. Unless claimed due to a breach of lease damages, the security deposit is refundable when the tenants move out of the property at the expiration of the lease term. Tenant agrees to pay Management a \$200.00 non-refundable administration fee.

Landlord does not warrant the washer and/or dryer present on the Leased Premises, and Landlord will not be responsible for any needed repairs to these appliances. Tenant will be responsible for any damage to washer and/ or dryer caused by tenant's misuse.

**Tenant will be responsible for the first \$80 of all repairs, unless due to tenant negligence. In which case, tenant will be responsible for 100% of repair cost.**

**Maintenance and Repair-** When you rent a home from our company, we strive to ensure that all items are in good working order and clean. There is a minimum \$75.00 carpet cleaning charge and a minimum \$75.00 cleaning charge that will be deducted from the security deposit at the end of the lease. Please report any maintenance or repair request after your first 7 days of possession.

**Multiple Applications:** It is entirely possible that Rent Florida Realty may receive multiple applications from unrelated individual applicants on the same property at approximately the same time. If such is the case, we will process all applications for consideration as to what we (in our sole discretion) deem the best applicant, which may not necessarily be the first application received. In such cases, more than one applicant may be approvable, however only one will eventually be approved. Because we represent the best interest of the rental property, we will accept the best application, which may not necessarily be the first application received. In order to evaluate the various applications it is necessary for Rent Florida Realty to expend time and cost in credit reports, criminal reports, and other administrative cost. Hence our policy the application fee is Non-refundable. If your application is approvable, but not the approved one for the property for which you are applying, you may consider applying for other available properties that we may have, without payment of an additional application fee.

**Leasing Consultants-** Rent Florida Realty provides leasing consultants to grant you access to preview our properties, to distribute rental information, applications, rental process and application disclosures and contracts to lease our properties. The leasing consultant will also submit your application to Rent Florida Realty for processing. The leasing consultant is not authorized to negotiate on behalf of Rent Florida Realty. Verbal representations are non-binding. Once your application is submitted to Rent Florida Realty, the approval/denial and negotiation process (if any) will be handled by the property manager in charge of the property for which you are applying.

This "Rental Process and Application Disclosure" is hereby made an integral part of my/our rental application. I/we do hereby acknowledge that I/we understand and agree to the terms of application and rental process as described herein. I/we further acknowledge that I/we have seen and previewed the rental property (both inside and outside) for which we are applying.

This must be sent in with "Rental Application", the contract to lease and the disclosure of information on lead based paint and lead based paint hazards. Please print and initial this section and include with your rental application either in person or by fax to (561) 478-2224

### ***IDENTITY THEFT PROGRAM***

***Data Destruction:*** Rent Florida Realty takes reasonable measures to protect against unauthorized access to credit reports, employment background checks, residential records or medical history. All consumer information is disposed of by being shredded by a professional company that is in compliance with FACTA.

***Adverse Action Notice:*** Rent Florida Realty will provide the consumer with an Adverse Action Notice for a denial of application for occupancy based solely or partly on the basis of the information derived from a consumer credit report.

***Law Enforcement Request:*** Rent Florida Realty must comply with requests from law enforcement officials to turn over any records related to a transaction that may involve identity theft such as rental applications.

***Debt Collection Prohibition:*** Rent Florida Realty and its Owners are prohibited from pursuing debt collection efforts with a third party if notice had been provided to the manager or owner that the debt is the result of identity theft.

***Refurnishing Information Prohibition:*** Once Rent Florida Realty or its Owners are notified by a consumer reporting agency that consumer information provided by the manager or owner is the result of identity theft, manager and owner are prohibited from refurnishing that information to anyone else.

***Reinvestigation of Consumer Information:*** Under certain circumstances the manager or property owner will be required to reinvestigate the accuracy of information provided to a consumer reporting agency if it is disputed by the consumer as being the result of identity fraud.

# Thank you for applying to Rent Florida Realty!

## RENT FLORIDA REALTY

*Leasing and Property Management*

### SECURITY DEPOSIT RATES DUE TO CREDIT

**A) NO ADDITIONAL SECURITY DEPOSIT-**

- 1 to 5 derogatory accounts or collections within 5 years
- Excluding Medical Collections & Students Loans
- 1 Year of Rental History Required

**B) A SECURITY DEPOSIT & A HALF-**

- Excessive Collections or Charge Off Accounts (Ranging from 6 to 8 within 5 Years)
- Less Than 2 Accounts in Good Standing
- Excluding Medical Collections & Student Loans
- Collection Accounts For Child Support
- Bankruptcy from 2 to 7 years
- Foreclosure within 5 years ( Non-Pending )
- Judgments and/or Liens Within 5 Years
- No Rental History or Less Than 1 Year of Rental History

**C) A DOUBLE SECURITY DEPOSIT-**

- Broken Leases
- Money owed to Landlord
- Evictions ( with a court ordered stipulation fulfilled )
- Pending Foreclosure or Short Sale
- Excessive Collections and/or Charge Off Accounts ( Ranging from 9 to 12 within 5 years )
- Excluding Medical Collections & Student Loans

**D) APPLICATION DENIED-**

- Over 12 Collection Accounts and/ or Charge Off Accounts
- Discharged Bankruptcy within 2 years or an open Bankruptcy
- Arrested or charged for a felony crime (*conviction or no conviction*) within the past seven (7) years. (Excluding DUI)
- Any felony conviction of any length of time for any drug related, sexual related, murder/violent crime related or arson related crime.
- Evictions ( filed, without court ordered stipulation )
- Sexual Predator

***NOTE: EACH APPLICANT WILL BE REVIEWED ON AN INDIVIDUAL BASIS; CREDIT ACCOUNTS WILL NOT BE COMBINED***

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Section 1

1.1 PROPERTY, OWNER & TENANT INFORMATION

LANDLORD: \_\_\_\_\_ hereinafter referred to as the LANDLORD through its agent Rent Florida Realty, Inc. @ 1860 Forest Hill Blvd, Suite 202 West Palm Beach, Florida 33406 hereinafter agent or management.

TENANT: \_\_\_\_\_ (Hereinafter "Resident OR TENANT")

PROPERTY ADDRESS:

3100 Fun Street  
Royal Palm Beach, FL 33414

(Hereinafter the "Leased 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 Leased Premises, it heirs, assigns, or representatives and/or any designated agents.

1.2 TERMS

This lease shall be for a minimum term of 12 months. The original term of this lease shall be: From the 07/01/2016 and end on 06/30/2017 unless sooner terminated as herein provided. If for any reason LANDLORD cannot deliver possession of the Leased Premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD's option without LANDLORD's being liable for any expenses caused by such delay or termination.

1.3 RENEW TERM OF LEASE

(LANDLORD OR TENANT) must give 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 Leased Premises at the end of the original term of the lease. While in possession of the Leased Premises 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 Leased Premises and TENANT agrees to vacate within 60 days written notice from LANDLORD.

1.4 FIRST MONTHS RENT

TENANT agrees to pay the sum of the first month's rent minus the \$50.00 discount prior to taking occupancy.

1.5 LAST MONTH'S RENT

TENANT agrees to pay the sum of \$0.00 for the last month of the lease prior to taking occupancy.

1.6 RENTS DUE ORIGINAL TERM

The rent shall be \$1,475.00 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 5:30 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 monthly rent.

1.7 SECURITY DEPOSIT AND ADMINISTRATION FEE

TENANT agrees to pay Management \$200.00 as a non-refundable administration fee. TENANT has deposited with LANDLORD the sum of \$1,150.00 as 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.

1.8 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: Chase Bank, 4660 Forest Hill Blvd, West Palm Beach, FL 33415.

Security deposit refunds are without interest and shall be made by mail only, as provided by law, made out in the names of all TENANTS in one check and may not be picked in person from LANDLORD or LANDLORD'S Agent.

Your lease requires payment of certain deposits. The landlord may transfer advance rents to the landlord's account as they are due and without notice. When you move out, you must give the landlord your new address so that the landlord can send you notices regarding your deposit. The landlord must mail you notice, within 30 days after you move out, of the landlord's intent to impose a claim against the deposit. If you do not reply to the landlord stating your objection to the claim within 15 days after receipt of the landlord's notice, the landlord will collect the claim and must mail you the remaining deposit, if any.

If the landlord fails to timely mail you notice, the landlord must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the landlord may collect from the deposit, but you may later file a lawsuit claiming a refund.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party. This disclosure is basic. Please refer to Part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

## 1.9 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.

## 1.10 NSF FEES

TENANT agrees to pay LANDLORD a NSF fee of \$40.00 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 cashier's 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.

## 1.11 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 lease non-compliance notice, then TENANT agrees to pay a delivery fee of \$35.00 for each such delivery. TENANT agrees that any and all delinquency delivery fees shall be deemed as Additional Rent due. The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

## 1.12 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 by the 1st day of each month, by 5:30 PM, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. 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. 1860 Forest Hill Blvd, Suite 202, West Palm Beach, Florida 33406,

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## Section 2

### 2.1 PETS

TENANT shall not keep any animal or pet in or around the Leased Premises without OWNERS prior written approval. Should TENANT or a guest of the TENANT bring an unauthorized pet onto the rental property, this will constitute a breach of the lease. LANDLORD may at LANDLORD'S sole discretion, terminate this lease agreement and/or the TENANT'S security deposit will be forfeited to the LANDLORD in its entirety.

### 2.2 OCCUPANCY AND USE OF PREMISES

Only the following individuals shall occupy the Leased Premises unless written consent of the LANDLORD is obtained:  
Robert Corbett, Joyce Faison  
Robert Corbett Jr., Royce Corbett Jr.

A reasonable number of guests may occupy the Leased 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 Leased 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 Leased 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. TENANTS shall not operate any type of day care or child sitting service on the Leased Premises. The Leased Premises shall be used for residential purposes only and the Tenant shall not be permitted to engage in or conduct any business or commercial activity on or at the Leased Premises. TENANT shall abide by and strictly conform to all rules issued by LANDLORD from time to time. 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. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the Leased Premises without written permission from LANDLORD.

### 2.3 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 Leased 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 Leased 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 Leased Premises and turn in all keys and any other property owned by LANDLORD leaving the Leased 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 mandatory minimum \$100.00 carpet cleaning charge and a \$100.00 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 Leased Premises with reasonable promptness after receipt of written notice from TENANT. TENANT shall be responsible for keeping and maintaining said Leased 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 Leased Premises shall be paid by TENANT upon demand by LANDLORD. In the event TENANTS or their guests or invitees cause any damage to the Leased 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 Leased 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. Any intentional misuse, damage, or vandalism of any part of the Leased Premises by the Tenant or any of Tenant's guests or invitees, shall be cause for immediate eviction and shall be a default under this Lease 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 Leased 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 Leased 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 Leased 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 THE INTERNET FROM YOUR TENANT PORTAL, WHICH WILL BE ACTIVATED UPON MOVE IN. (IN CASE OF EMERGENCIES PLEASE CALL (561-478-2224)

TENANTS shall not have the right to perform nor arrange for repairs at OWNER'S expense, nor there to 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 5:30 PM excluding emergencies. Under our guidelines and the Florida Landlord Tenant Laws. Emergency repairs shall be deemed as follows:

- Broken locks, window locks or a broken garage door and/or automatic garage door opener (within the 1st 30 days tenancies)
- Major water leaks including broken pipes or seriously clogged drains that could flood the premises
- No heat (if provided)
- Gas leaks
- Electrical shorts or sparking

## 2.4 CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS

In the event the Leased Premises are subject to the rules, regulations, covenants and restrictions of a condominium or homeowners association (ASSOCIATION), 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, without recourse, from the TENANTS security deposit, should the TENANT have an outstanding balance with regard to these expenses when they vacate the Leased Premises.

This lease 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.

## 2.5 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 Leased Premises without OWNER'S prior written approval. TENANT is not to repair or disassemble vehicles on the Leased 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 attorney's fees in dealing with condo/homeowners associations or local governmental agencies who have cited LANDLORD or Leased Premises for parking or vehicle violations.

TENANT agrees that only the following vehicles will be parked on the Leased Premises:

- Chevy, Avalancha
- Chevy, Tahoe

## 2.6 UTILITIES AND FACILITIES TO BE SUPPLIED BY LANDLORD

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

All other utilities and facilities desired by TENANT shall be the sole responsibility of the TENANT. In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Agent nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

## 2.7 LIABILITY DISCLAIMER

LANDLORD shall not be liable or responsible for TENANT'S 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 Leased 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 Leased Premises and contents.

## 2.8 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 form the bursting or leaking of any pipes or roofing. TENANT's 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 Leased Premises will be permitted.

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

## 2.9 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.

## 3.1 RIGHTS IF ENTRY BY LANDLORD

LANDLORD may, at reasonable and proper times, enter and inspect the Leased Premises and may enter said Leased 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 Leased 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 Leased 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 Leased Premises, or has a dog or other animal which makes entry to the Leased 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

## 3.2 SUBLEASE OR ASSIGNMENT

TENANT shall not assign or sublet the Leased Premises, or any part thereof, without the written consent of LANDLORD and said consent or denial shall be within the sole and absolute discretion of the LANDLORD and shall be under no obligation to consent to an assignment or sublet of this Lease under any circumstances whatsoever.

## 3.3 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 Leased 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.

## 3.4 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 Leased 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 Leased Premises is damaged but not rendered uninhabitable and LANDLORD does not opt to terminate the lease, the rental payment 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.

## 3.5 DEFAULT

(1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or

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Section 3

covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules, regulations, restrictions, 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 Leased 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 addendum's attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the Leased Premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the Leased 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 Leased Premises through a licensed real estate company. If TENANT'S actions or inaction's result in any fines, attorney's 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.

### 3.6 OTHER REMEDIES

We may report unpaid amounts to collection agencies. Upon your default, we have all other legal remedies under state statute. All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees. If you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sum by that deadline. You will be liable for all of our actual damages to Leased Premises as well as for all costs to include collection fees and attorneys' fees to collect any past due amount.

### 3.7 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.

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.

### 4.2 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.

### 4.3 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.

### 4.4 ACKNOWLEDGEMENT AND RELEASE

TENANT hereby states that he/she has inspected the Leased 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 Leased 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 Leased Premises 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 TENANT's.

### 4.5 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

### 4.1 GENERAL COVENANTS

All Promises, covenants and agreements set forth in this lease shall be binding upon, apply and inure to the benefit of the heirs,

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.

#### 4.6 STORAGE FEE

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

#### 4.7 NONRECOURSE AS TO LANDLORD

Notwithstanding any provisions herein to the contrary, neither LANDLORD(s) of the Leased 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 Leased Premises are a part for the satisfaction of all of TENANT's rights and remedies. Such exception of personal liability is absolute and unconditional.

#### 4.8 SMOKING

Smoking is NOT permitted inside the premises by TENANT, guests or invitees. TENANT understands that smoking inside the Leased Premises shall be considered a material default under this lease agreement

#### 4.9 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 Leased 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.

#### 4.10 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 Leased Premises 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 Leased 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 Leased 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 Leased Premises. These items must be removed completely from the Leased Premises.

#### 4.11 STORM SHUTTERS

If the Leased 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 Leased 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 Leased Premises due to a storm will be minimized or will not occur.

#### 4.12 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.

#### 4.13 ADDITIONAL STIPULATIONS \ CLAUSES

- TENANTS agree to be responsible, at TENANT'S expense, for all pest control and extermination of all insects and vermin throughout the tenancy, except for termites.
- LANDLORD does not warrant the washer and/or dryer present on the premises, and LANDLORD will not be responsible for any needed repairs to these appliances. TENANT will be responsible for any damage to washer and/or dryer caused by TENANT'S misuse.
- Tenant will be responsible for the first \$80 of all repairs, unless due to tenant negligence. In which case, tenant will be responsible for 100% of repair cost.

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.

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 Lease Agreement, the provisions of the addendum shall govern.

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DRUG/CRIME FREE ADDENDUM

5.1 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 Leased 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 Leased Premises.

3. TENANT or member of the household will not permit the Leased Premises, 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 Leased Premises or otherwise.

5. TENANT, any member of the TENANT's household, or a guest or other person under TEN- ANT'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 Leased Premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare of 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 Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Lease

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MAINTENANCE ADDENDUM TO LEASE

6.1 PAGE 1

Robert Corbett, Joyce Faison  
3105 Shoma Drive  
Royal Palm Beach, FL 33414

The Leased Premises will be accepted in "AS-IS" condition. Do not contact our office after move in as no cosmetic or minor repairs will be addressed by the owner.

The owners will only address "necessary" repairs such as air conditioning, heating, and electrical repairs. Plumbing repairs will be the responsibility of the owner in the case of water leaks or broken pipes. (Tenants are responsible for all clogs.)

Note: Landlord does not warrant the washer and/or dryer present on the Leased Premises, and Landlord will not be responsible for any needed repairs to these appliances. Tenant will be responsible for any damage to washer and/ or dryer caused by tenant's misuse.

Tenant will be responsible for the first \$80 of all repairs, unless due to tenant negligence. In which case, tenant will be responsible for 100% of repair cost.

"THANK YOU FOR BEING A RESIDENT OF RENT FLORIDA REALTY!"

## MOLD ADDENDUM TO LEASE

### 7.1 UNIT, OWNER & TENANT INFORMATION

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Makers Homes USA Holding, LLC OWNER OR AGENT) AND Robert Corbett, Joyce Faison (TENANTS) FOR THE LEASED PREMISES LOCATED AT:

3105 Shoma Drive  
Royal Palm Beach, FL 33414

### 7.2 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.

### 7.3 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 Leased 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.

### 7.4 TENANT(S) AGREE TO:

- KEEP THE LEASED 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 LEASED PREMISES

- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- 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

### 7.5 TENANT(S) AGREE TO REPORT IN WRITING:

- 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
- ANY AND ALL MOISTURE AND MUSTY ODORS
- 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, COUNTER TOPS, CLOTHES DRYER VENT LEAKS

### 7.6 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.

### 7.7 TERMINATION OF TENANCY

Owner or agent reserves the right to terminate the tenancy and TENANT(s) agree to vacate the Leased 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.

### 7.8 INSPECTIONS

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

### 7.9 VIOLATION OF ADDENDUM

IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held

responsible for property damage to the Leased Premises 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.

7.10 HOLD HARMLESS

If the Leased 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.

7.11 PARTIES

THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE LEASED 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.

Sign and Accept

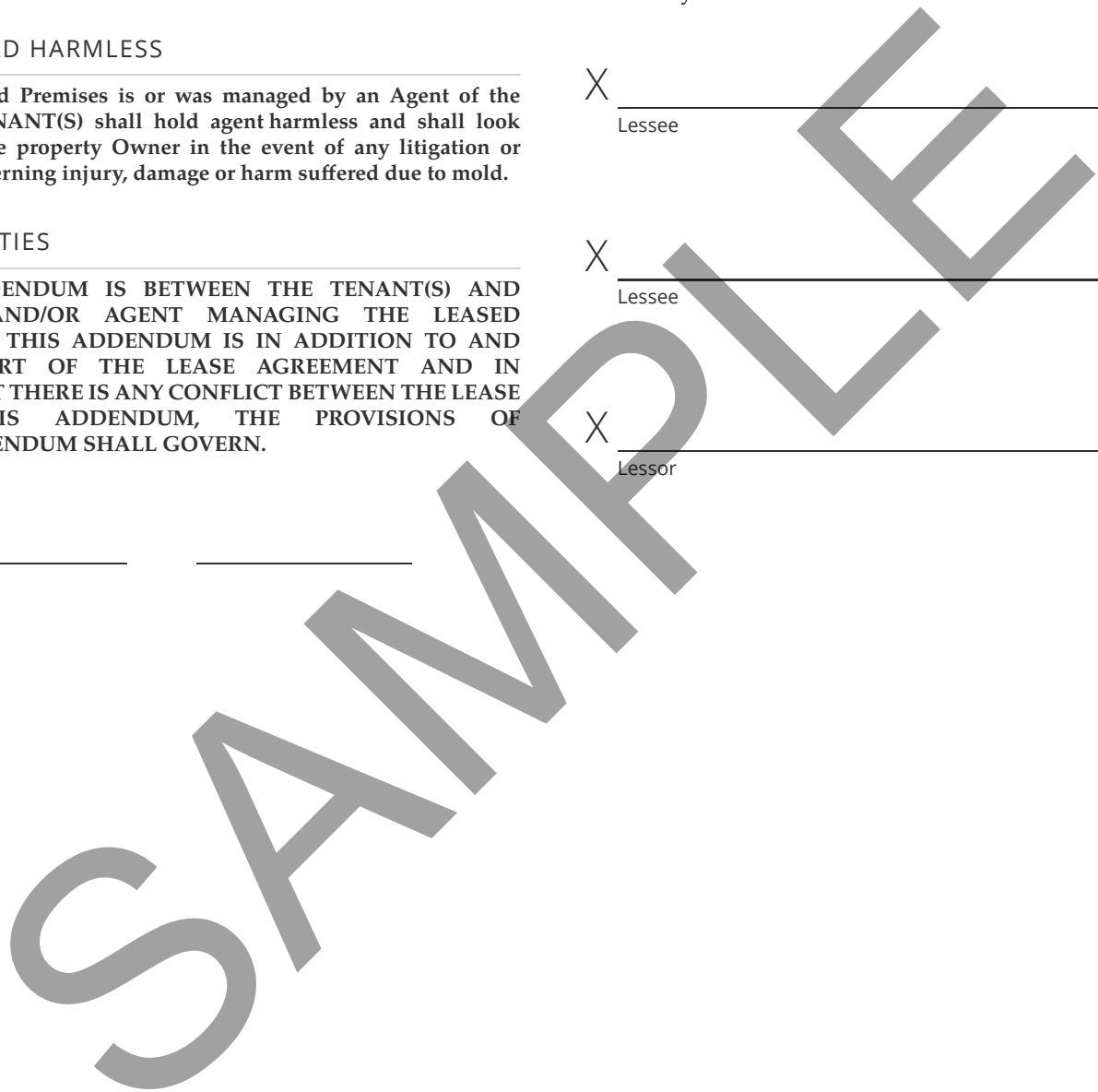
8.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessee

X \_\_\_\_\_  
Lessor



\_\_\_\_\_