



notices, rent payments or correspondence directly to the Owner and shall not attempt to directly contact the owner unless the Owner is not represented by Manager or another agent. Tenant is required to notify Manager in writing of his or her contact information and any change thereto in writing within 7 days of such change—failure to do so shall result in a “No Contact Information Update” Fee pursuant to Fee Addendum.

**DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident’s holding over, Owner/Manager is not responsible for the delay or for any liability, expenses, damages caused by such delay or lease termination. The lease will remain in force subject to this provision: **(1)** Owner/Manager will abate rent on a daily basis during delay and Owner/Manager shall have 7 days to cure any delay in occupancy; however, rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the premises; **(2)** if Owner/Manager is not able to cure said delay within 7 days, Tenant may terminate this lease upon 7 days written notice of said termination—no verbal termination will be valid; **(3)** if Tenant properly terminates this lease, Tenant is entitled only to a refund of deposit(s) and any rent paid, minus the pro-rated rent accrued. The readiness date is considered to be the new move in date as set forth above for all purposes. This new date may not be moved to an earlier date unless Owner/Manager agrees.

**RENT PAYMENT AND CHARGES.**

**a. Amount and Date.** Tenant agrees to pay the per annum base rent of \$0 for the entire term of this lease, to be paid in equal monthly installments of \$0 each month in advance and without demand, due on the **1st day of each month, no later than 5:00 pm** (the “Rental Installment Period”), **and such will be late after the 5th day of same month.** All payments must be made payable to Gulf Coast Property Management Co., Inc. and delivered to the Manager’s address as stated herein. **Other than the initial prorated rent, under no circumstances will partial rent be accepted. If a partial payment is mailed, or dropped off it will be returned to the tenant, and late fees will continue to accrue until the payment is made in full.** Tenant is entitled to NO rent “credits” for any “improvements” or “additions” to the premises, unless Owner/Manager approves such improvements and credit in writing prior to such improvements being made. (See Also “Alteration/Modification” Provision).

**b. Added Rent.** All monies owed under this lease shall be deemed “rent” (e.g. late fees, notice fees, maintenance fees, inspection fees, reimbursements, etc.) and will be due on the 1st day of the month and considered late on the 5<sup>th</sup> day of the month (See Fee Addendum). Owner/Manager may add to Tenant’s monthly installment payment for charges, including but not limited to, excessive use of utilities (where Owner/Manager becomes responsible to pay such utilities); insurance premium increases caused by the Tenant; cost of repairs when the Tenant fails to repair (See Fee Addendum).

**c. Type of Payment.** Tenant shall pay rent and all other charges under this lease by valid check (first person checks), money order or certified check—Cash payments  will  will not be accepted. Second or Third-party checks  will  will not be accepted, unless they are certified funds. In the event any check presented to Owner/Manager is returned for insufficient funds or for any other reason without payment, Tenant shall pay a fee (See Fee Addendum) and Owner/Manager reserves the right to demand certified funds in the future. If Tenant presents a check that is returned without payment, then Owner/Manager may refuse to accept Tenant’s future check payments. Also, Owner/Manager is not obligated to notify Tenant of any insufficient funds payments—it is the sole responsibility of the Tenant to ensure payments are sufficient.

**d. First Payment/Prorated Rent.** **(1)** If Tenant executes this lease on or after the **23rd** day of the month, Tenant shall pay the full amount of rent for the following month and the prorated rent for the current month simultaneously before move-in. **(2)** If Tenant executes this lease prior to the **23rd** day of the month, Tenant shall pay next month’s full rent amount before move in and then shall pay the pro-rated rent amount for the current month on the next due date.

**e. Late Payments.** If Tenant does not pay each monthly installment in full on its due date, Tenant shall pay an initial late charge plus a late charge per day (See Fee Addendum) after the due date until paid in full by certified/cashiers check. For every notice for non-payment of rent delivered, Tenant must pay a Notice Delivery Fee (See Fee Addendum). If Manager accepts any late payment(s), such acceptance shall in no way be deemed a waiver of Tenant’s obligation to timely pay rent as provided in this lease.

**f. Fees.** Tenant agrees that the amounts of any and all fees not directly provided herein are governed by the “Fee Addendum” and agrees to the imposition of said fees. All fees are in addition to and are above the rent payments owed.

**g. Order of Payment.** The order of payment from Tenant is as follows: **(1)** to outstanding balances owed (e.g. past due rent, late fees and charges); **(2)** to any fees owed (pursuant to the Fee Addendum), and **(3)** to current rent payment. All payments must be sent to the following address unless otherwise stated by Owner/Manager: 1101 N. 9<sup>th</sup> Ave., Pensacola, FL 32501.

**SECURITY DEPOSIT (“Deposit”).**

**a. Amount and Date.** On or before the execution of this Lease, Tenant shall deposit the base sum of \$0 security deposit for the faithful performance by Tenant (individually or for all Tenants) of the term and covenants of this Lease and/or for any monies and shall be subject to any lawful claims under Florida Statutes, chapter 83. Additional Deposit (if applicable). Owner/Manager also requires an additional sum \$N/A as security deposit as a result of findings in application process.

**b. Transferred Premises.** In the event Tenant is permitted to transfer from his or her leased premises, this deposit shall not apply to any such transferred premises unless otherwise agreed in writing; in such an event, a new and separate deposit will be required for the “transferred” premises. The deposit as contained herein shall be retained for the execution of this lease. Tenant does not have the right to require Owner/Manager to apply any deposit to any other monies owed by Tenant.

**c. Account of Security Deposit.** The deposit, if applicable, will be held in the following manner: in a separate **Non-Interest** bearing account for Tenant’s benefit at **Bank of America** (bank), whose address is **Pensacola, FL.**

**d. Return of Security Deposit.** If the Deposit or a portion thereof is returned, it shall be returned to the following person(s): **(1)** to undersigned Tenant if no other Tenants are named in this lease at the Tenant’s “last known address”; or **(2)** in the event this lease is or becomes a multiple tenant lease (*check one*),  Manager shall make the full amount returnable (if any) to all remaining tenants collectively on one check and shall send said payment to the following address: to the last known address of any one of the Tenants or as designated and agreed upon by the Tenants in writing and signed by all then-current Tenants, or  Manager shall make separate checks payable to the remaining Tenants, with the amounts being equally proportioned to the number of Tenants remaining; sent to the “last known address” of any one of the Tenants; or **(3)** if there is only one Tenant remaining in a multiple tenant lease, to the last remaining Tenant at his or her “last known address”. Tenant agrees that if this Manager is terminated, Manager will transfer the deposit to Owner or to

his or her new agent for the proper disposition of the deposit when Tenant vacates the premises and that Tenant will hold harmless and indemnify Manager for any misappropriations of the deposit by Owner or new agent.

**e. Claiming Security Deposit.** Upon Tenant's properly vacating the premises, the Owner/Manager shall have 15 days to return the security deposit, or if the Owner/Manager intends to make a claim on the security deposit, the Owner/Manager shall have 30 days to give Tenant written notice to Tenant's last known mailing address of (1) his or her intention to impose a claim on the deposit, (2) the reason for imposing the claim, and (3) the amount claimed. The notice shall contain a statement in substantially the following form: *This is a notice of my intention to impose a claim for damages in the amount of \$(amount) upon your security deposit, due to Owner/Manager. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (Manager's address).* This deposit claim notice requirement is subject to Tenant's compliance with FS 83.49(5): if Tenant vacates or abandons the premises prior to the expiration of the term specified in the lease, Tenant shall give at least 7 days' written notice by certified mail or personal delivery to Owner/Manager prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached.

**f. Tenant's Right to Object to Deposit Claim.** Unless Tenant objects in writing via certified mail to the imposition of the claim within 15 days after receipt of the notice of intention to impose a claim or if said claim is returned "unclaimed," Owner/Manager may deduct the amount of his or her claim and shall remit the balance of the deposit to Tenant within 30 days after the date of the notice of intention to impose a claim for damages.

**g. Multiple Tenants (if applicable).** In the event this lease includes multiple tenants, then each Tenant agrees to the following: (1) each Tenant is jointly and severally liable for all lease obligations; (2) any notice sent to one Tenant constitutes notice to all Tenants; (3) in an eviction suit, each resident is considered the agent of all other residents for service of process; (4) in the event a Tenant cancels his or her tenancy or vacates or abandons the premises ("leaves"), said Tenant agrees that Owner/Manager may retain the entirety of the security deposit until the natural termination of the lease or until the last remaining Tenant vacates the premises upon termination of the lease and that Owner/Manager may make any lawful claims against the security deposit pursuant to FS 83.49. Any Tenant who vacates the premises early also waives any notice requirements under FS 83.49; (5) to hold harmless and indemnify Owner/Manager of all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from making payable to and/or transferring the security deposit in any manner prescribed in this lease.

**h. "Vacate Date."** If Tenant vacates the premises before the vacate date as provided herein, the "vacate date" shall be treated as follows: (1) by an agreed-upon vacate date between Tenant and Owner/Manager, whether oral or in writing; (2) by the date of execution of writ of possession if tenant is evicted; (3) by the date the tenant "surrenders" the premises; (4) by the date the Owner/Manager is legally able to terminate the lease pursuant to "abandonment" of Florida Statutes 83.

**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.**

**VEHICLES.** Tenant may park on areas of concrete/asphalt only—NO parking on grass, vegetation, or any other non-concrete/asphalt area of yard. Vehicles must be currently licensed, owned by Tenant, registered, operational and properly parked. Tenant agrees to abide by all parking rules established now or in the future by Owner/Manager or condo/homeowner's association's rules. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Owner/Manager's consent in writing. Tenant is not to repair or disassemble any vehicle on premises. Vehicles not meeting the above requirements and additional rules of Owner/Manager are unauthorized vehicles and are subject to being towed at Tenant's expense and Tenant shall indemnify Owner/Manager for any expenses incurred due to the towing of said vehicles, regardless of vehicle ownership. Tenant shall operate any and all vehicles according to all applicable federal, state, local or association laws, ordinance, and regulations within a one mile radius of the premises if not located within a homeowners association, but if located within a homeowners association, then within the boundaries of the association, and shall in no wise endanger the lives of others by the use or operation of any and all vehicles. Tenant agrees that only the following vehicle(s) (if any) will be located on the premises and are the only vehicles belonging to Tenant:

Vehicle (make, model, year)	Owner
1.	
2.	
3.	

**UTILITIES.** Owner will provide NO utilities, unless indicated as follows (if any) (check any that apply):  cable  electricity  water/sewer  trash  internet  gas  satellite  other: Lawn maintenance. If Owner in fact provides any utilities, Tenant shall use such utilities in a reasonable and normal-use fashion. Tenant shall pay for all other utilities not specifically provided herein. Tenant shall initiate and/or maintain all utilities in his or her name and shall pay all charges for hook-up, connection, deposits and utilities during his or her lease term (including filters for the air conditioning). If Tenant fails to place utilities in his or her name—and any utility is still in the Owner's name at the time the Tenant takes occupancy—Owner/Manager may order such utilities terminated, and any charges for any portion of time of occupancy by Tenant shall be due immediately as *additional rent*. Failure to place utilities in Tenant's name more than 15 days after occupancy shall constitute a material breach of this lease. Utilities may be used for normal household purposes and must not be wasted. If electricity is ever interrupted, Tenant must use only battery-operated lighting. Owner/Manager makes no representations or promises concerning the cost of utilities in any given month or season and Tenant bears the responsibility of paying for all utility. Tenant **SHALL NOT** turn off power and water utilities no sooner than 2 days after the vacate date. Tenant is liable for excessive utility use, where the Owner/Manager become responsible for such utilities and such will become *additional rent*.

**INSURANCE.** The Tenant should procure and carry liability and renters insurance. Owner/Manager in no way carries insurance coverage for Tenant's property. Tenant shall hold Owner/Manager harmless for any damages not covered by insurance.

## USE OF THE PREMISES.

**a. General Use.** Tenant shall only use the Premises for residential purposes. If commercial activity is allowed by Owner/Manager, it shall only be allowed pursuant to "Home Based Business Addendum." Tenant shall (1) comply with all obligations imposed upon Tenants by applicable provisions of building, housing, health codes and home/condo associations; (2) keep the premises clean and sanitary—including all interior and exterior; (3) timely remove all garbage in a clean and sanitary manner; (4) keep all plumbing fixtures clean, sanitary and in repair (Owner/Manager is not responsible for "plumbing blockages" caused by tenant); (5) use and operate in a reasonable manner all electrical, plumbing, amenities, utilities, appliances, sanitary, heating, ventilating, air-conditioning and other facilities as such are intended to be used; (6) conduct him or herself (and require other persons on the premises with his or her consent to conduct themselves) in a manner that does not unreasonably disturb the Tenant's neighbors or constitute a breach of the peace; and (7) return the premises in its original condition, with exception of normal use.

**b. Prohibited Conduct.** Tenant shall **not**: (1) create any nuisances or any environmental or health hazards on or about the Premises; (2) destroy, deface, damage, impair, or remove any part of the Premises belonging to Owner (both real and personal property), nor permit any person to do so; (3) disturb the quiet use and enjoyment of his or her neighbors; (4) discharge any firearm in or around the premises; (5) tamper with utilities or telecommunications of the premises; (6) **smoke in the premises at any time and if conducted outside, must be done at least 2 feet away from the premises (Tenant assumes all responsibility and financial cost to rectify any damage done by smoking inside the property)**; (7) attach anything to the ceilings--Tenant will only be allowed to use small hanging nails to hang decorations on the walls; (8) prevent Owner/Manager's access to the premises by any means, including, but not limited to, changing the locks or using any boot lock or similar device; (9) commit or permit illegal activities conducted on premises; (10) keep any dangerous or flammable items that might increase the danger of fire or damage on the premises without Owner/Manager's prior written consent; (11) display any offensive or objectionable signage on the premises.

**c. Flotation Bedding ("waterbed").** Any flotation bedding system that violates applicable building codes is prohibited. In the event the Tenant does have a flotation bedding system in the premises, Tenant shall be required to carry flotation insurance in the amount of not less than \$15,000 and shall name the Owner and Manager as an additional insured. This insurance is in addition to the insurance requirement(s) stated herein.

**d. Alterations/Modifications.** Tenant may not make any alterations or improvements to the premises, including but not limited to, altering or applying paint on walls/ceilings, wall-papering walls/ceilings, flooring, etc, unless otherwise agreed upon in writing by Owner/Manager prior to such alteration or improvement. Tenant is not entitled to any rent "credit" for unauthorized alterations or modification. Any fixtures attached to the house during the lease term shall become property of the Owner.

**e. Pets/Animals.** The conditions and admittance of pets on the premises shall be allowed only by the Pet Addendum to this lease. If no Pet Addendum is entered into, no pets will be allowed. Manager may refuse Tenant the privilege of having pets on the premises.

**f. Guests/Occupants.** Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 7 consecutive nights in any calendar year or 15 non-consecutive nights in any calendar year. If a guest or occupant stays more than said days in any calendar year, Tenant shall pay a fee (See Fee Addendum). No Occupant has any authority to make any claim(s) of right under this lease whatsoever, including but not limited to, request for repairs, maintenance, renewals, addendums, amendments, payment, "lock-out" remedy requests, etc. Tenant must ensure that any occupant complies with the use and prohibited conduct of the lease and Tenant is responsible for the conduct of any occupant.

**g. Criminal Activity/Civil Forfeiture.** Owner/Manager may immediately terminate lease without notice to the Tenant subject to the following terms: 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 (whether committed, solicited, attempted or conspired) or in any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons. **A single violation of the above provisions shall be a non-curable, material violation of the lease and good cause for termination of tenancy.** The Standard of Proof of this violation shall not require criminal conviction but shall require a preponderance of the evidence in a civil court of law.

**h. Additional Tenants.** No new tenant is allowed to be added to this lease unless approved by Owner/Manager and agreed upon in writing. Tenant is subject to Unauthorized Occupant Fees (see Fee Addendum) for violation of this provision. If Owner/Manager approves Tenant's ability to add a new tenant, such prospective new tenant is subject to all application procedures of Owner/Manager and is subject to denial depending upon the results.

**i. Transfer of Premises.** Tenant shall not be allowed to transfer this lease to another premises for any reason, unless agreed upon in writing or unless it is necessary, in discretion of Owner/Manager, due to the condition of the premises.

**k. Equipment & Amenities.** Tenant agrees: (1) no pools, trampolines, "swing-set," athletic equipment, recreational equipment, or any items or activities that can possibly cause interference with or affect the insurance coverage of the premises will be permitted; (2) to cease any activity and/or remove any items that causes interference with or affects the insurance coverage on the premises immediately upon notice; and (3) Tenant will not permit any Equipment or Amenity to be placed on the premises without prior written consent of Owner/Manager.

**l. Propane/Gas Utility.** No gas (propane or any other flammable gas or liquid) grill or tank or tanks containing any flammable gas or liquid shall be used or stored inside any attachment to structure on the premises. Said utilities must be stored outside any attached structure.

**m. Extended Leave.** In the event Tenant temporarily vacates the premises during the term of the lease with the intent to be continuously vacant from the premises for a period of no less than 15 days, such that the Tenant is not able to normally and reasonably care for and oversee the use and condition of the premises, then Tenant shall notify the Manager in writing within 7 days from said vacancy, stating the date on which the Tenant shall be vacating and the date on which the Tenant will be returning. Before Tenant vacates, Tenant shall turn off the water valve at the main water line going into the premises, to prevent any potential overflows and other plumbing problems and damages. However, Tenant must still comply with the "freeze warnings" procedures stated herein and should make arrangements to comply with such provision in the event of "freeze warning" conditions. Tenant shall further comply with all terms of this lease during such extended leave, including yard maintenance.

## CONDITION AND MAINTENANCE OF THE PREMISES.

**a. Certification of "Habitable" Condition of Premises.** Owner warrants that the premises are fit for human habitation and will remain fit—meaning that the premises will be free from any dangerous or unlivable conditions. However, Owner does not make any implied warranties concerning the premises. Tenant accepts the premises, fixtures (and furniture/appliances—if applicable) "AS IS." (See Also "Premises Inspection Waiver" provision). Owner makes no representation or warranties regarding the actions of other parties, such as neighbors, public use of highways, streets, or utilities, vehicle or other transportation noise, and Tenant hereby waives any causes of action or claims against Owner/Manager regarding the same.

**b. Tenant's General Required Maintenance.** Tenant will comply with the "General Use" provision above using due diligence, in accordance with FS 83.52. Tenant shall use, keep and maintain the A/C filters and drain line(s); extermination of the premises (see also below); locks and keys; window and/or door screening; and smoke alarm(s) and shall heed "freeze warnings," where Tenant must turn pool pumps on (if any) and must drain the well pump (if any) and must turn inside faucets on at a low drip during such "freeze" conditions. Tenant is responsible for all Minor Repairs. (See "Minor Repairs" Addendum). Tenant is responsible for any damaged caused by his or her failure to properly use, keep and maintain above items, including the cost of Manager serving Tenant a 7 day notice to cure. (See Fee Addendum).

**c. Owner's Expressed Altering of "Obligations."** If the premises is a single-family dwelling home or a duplex, Owner/Manager hereby expressly alters his or her responsibility under FS 83.51 and is not responsible for the following: (1) any smoke alarms—if Tenant desires smoke alarms, he or she is solely responsible for installing and/or maintaining said smoke alarms (i.e. testing batteries, replacing batteries, replacing detector, etc.); (2) Extermination of any non-wood destroying types of natural "pests" (i.e. mammals, reptiles, insect, etc.)—**except that Owner/Manager IS responsible for such extermination within 10 days after move in and is at all times during this lease responsible to exterminate wood-destroying pests**, subject to the remaining provisions of this lease; (3) Locks and keys maintenance; (4) Cable and Telephone Jacks and lines; (5) Air Conditioner filters and Air Conditioner drain lines; (6) Washer and Dryer; (7) fire extinguishers; (8) Tenant-clogged drain lines; (9) Minor Repairs. (See Minor Repair Addendum). Tenant is hereby expressly assuming and taking responsibility for the items in this provision.

**d. Owner's Obligations.** Owner agrees to (1) pay for expenses necessary to keep in reasonable order the heating and A/C, water heater, range, oven, built-in microwave, dishwasher, electrical system, window and/or door screens, roof and any major structural parts; and (2) keep the premises in compliance with Florida's warranty of habitability. However, Owner/Manager is not responsible to repair and/or expend any costs for items and/or damages caused by Tenant, occupant, guest, family, or invitee: such is the responsibility of the Tenant.

**e. Notice of Defect and Maintenance Requests.** Tenant shall *immediately* send Owner/Manager notice of *any* safety, maintenance or repair issue. Tenant understands that Owner/Manager is not legally obligated to inspect and repair or maintain the premises as notified by the Tenant where such obligations are the responsibility of the Tenant. In other words, the Tenant's notification to the Owner/Manager of any safety, maintenance or repair issue does not legally require the Owner/Manager to perform an inspection where such notification does not include an issue required to be maintained or repaired by the Owner/Manager. However, Tenant is still obligated to report any and all safety, maintenance or repair issue to the Manager so that Owner/Manager may keep an accurate record of the issues and problems concerning the premises. Thus, to invoke a necessary inspection by the Owner/Manager, Tenant shall clearly express to the Owner/Manager his or her intent that the Owner/Manager perform a physical inspection regarding the issue(s), about which the Tenant notifies the Owner/Manager. Tenant agrees that if he or she makes a request or legal demand to the Owner/Manager to address and inspect a safety, maintenance or repair issue that is not the responsibility of the Owner/Manager such that the Owner/Manager must inspect the premises either personally or by an agent, Tenant shall be responsible to pay a Tenant Requested Inspection Fee (See Fee Addendum) for the added burden and expense of the Owner/Manager to address and inspect the issue raised by the Tenant that was the responsibility of the Tenant.

In cases of fire, smoke, gas, explosion, crime in progress (call "911" first), overflowing sewage, uncontrollable running water, electrical shorts, Tenant shall notify Manager *immediately* by phone (and shall follow up in writing). Owner/Manager's written notes on Tenant's oral request do not constitute a written request. Owner/Manager's complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this lease. Tenant must promptly and timely notify Owner/Manager in writing of: water leaks; electrical problems; malfunctioning lights; other conditions that pose a hazard to property, health or safety; and/or any continuing minor or major problem. Owner/Manager may change or install utility lines or equipment serving the premises if the work is done reasonably without substantially increasing Tenant's utility costs. Owner/Manager may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, Tenant must notify Owner/Manager as soon as possible. Owner/Manager will act with customary diligence to make repairs and reconnections. Tenant is not entitled to any "offset" or "credit" of rent for monies expended by Tenant on or for the premises, unless otherwise agreed upon in writing.

**f. Mold.** Owner/Manager may terminate this lease subject to the Mold Addendum Agreement.

**g. Appliances.** Tenant agrees to properly and safely use any appliances that are provided on the premises (if any), as well as any appliances provided by the Tenant. Tenant shall immediately notify Owner/Manager of any dangerous or defective conditions created by or relating to any appliances on the premises. Tenant shall not perform any repairs on any appliances owned by the Owner, unless otherwise agreed upon in writing; however, Tenant is still responsible to comply with the Mitigation provision of the lease. If Owner is obligated to supply appliances as indicated below, then Owner shall be responsible to replace and/or repair such damaged appliances, with the following exceptions: any damage or defection caused by Tenant, guest, invitee, family or occupant shall be the sole liability and responsibility of Tenant. For any appliances that the Owner is not obligated to provide, then all such appliances are not considered and do not constitute a "right" of the Tenant under this lease and such are subject to removal by Owner/Manager upon his or her discretion at any time without notice to Tenant—in such event, Tenant shall hold harmless, indemnify or reimburse Owner/Manager for any such removal of said appliances, and Tenant shall be responsible for any repairs or replacements of such. If Tenant replaces any such appliances, the appliance owned by the Tenant shall remain the property of the tenant, but the Tenant shall be responsible for any damages for installation or removal of such appliances, if any such damages are caused. Tenant shall give notice to Owner/Manager of the Owner's damaged appliance and shall request that the Owner/Manager remove said damaged appliance within 10 days of receipt of said notice. If Owner/Manager does not timely remove said appliance, Tenant may dispose of said appliance as he or she deems appropriate, at his or her own cost.

**h. Yard/Shrubs/Grass.** Tenant shall, at his or her sole cost and expense, routinely and reasonably keep and maintain (1) the premises in good and sanitary condition, including, but not limited to, mowing (turf shall not exceed 6"), edging the sidewalks, "weed-eating," raking, watering, and fertilizing the lawn, and pruning, watering and fertilizing trees and shrubs within the boundaries of the property lines, spraying appropriate chemicals to treat laws for weed and insect control; all shrubs, unless otherwise notified, shall be trimmed one foot from the exterior walls of the premises and when there is new growth of 6-inches and maintained at their original size as of move-in date; (2) all drives, walks and streets edged and clean by removing dirt and debris; and (3) the premises free from any and all dangerous conditions. If Tenant violated this provision and the violation is "curable," Manager may deliver a Notice to Cure to comply. If Tenant fails to comply, Manager may terminate the lease or perform the services required and charge such services to Tenant as additional rent. This provision shall apply completely unless this lease or addendum specifically provides otherwise. NO parking on grass or other vegetation area. Tenant shall not plant or attempt to grow any gardens or crops of any sort in or on the premises without prior written consent by the Owner/Manager.

**FURNISHINGS AND APPLIANCES.** Any furnishings and/or appliances present in the premises may be removed by Owner/Manager at any time without notice to Tenant and without cause if Owner/Manager is not obligated to provide such, as indicated below. The premises include the following appliances (if checked) and any such "checked" appliances are deemed to be an obligation of the Owner to provide and/or repair if such appliances are "checked" in the appropriate indicative box. (See Also "Appliances" provision herein):

Included:	ITEM	DETAILS, IF ANY	Included:	ITEM	DETAILS, IF ANY
<input checked="" type="checkbox"/>	Refrigerator		<input type="checkbox"/>	Garage door remote(s)	
<input checked="" type="checkbox"/>	Dishwasher		<input type="checkbox"/>	Garage door code	
<input checked="" type="checkbox"/>	Stove/Oven		<input type="checkbox"/>	Window HVAC	
<input type="checkbox"/>	Cook top		<input type="checkbox"/>	Swimming Pool	
<input type="checkbox"/>	Microwave		<input type="checkbox"/>	Hot Tub	
<input checked="" type="checkbox"/>	HVAC		<input type="checkbox"/>	Generator	
<input checked="" type="checkbox"/>	Heat		<input type="checkbox"/>	Sprinkler System	
<input type="checkbox"/>	Clothes Washer		<input type="checkbox"/>	Hurricane shutters	
<input type="checkbox"/>	Clothes Dryer		<input type="checkbox"/>	Security System	

**DAMAGES**

**a. Waiver of Liability on Tenant's Property.** In the event of default or abandonment, there are no rights of storage. 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.

**b. Risk of Loss.** Owner/Manager shall not be liable or responsible for or from: (1) any condition created or caused by the negligent or wrongful act or omission of Tenant, Tenant's family, guest, or invitee; (2) any damage or injury by water, which may be sustained by the Tenant or other person; (3) for any other damage or injury resulting from the normal use of the Tenant or others on the premises; (4) carelessness, negligence, or improper conduct on the part of any other Tenant or agents, or employees; (5) any breakage, leakage, or obstruction of the water, sewer or soil pipes or other leakage in or about the said building, including its roof, and Tenant is responsible for repairs and/or pumping of the septic tank if he/she lets a leaking commode, faucets or any plumbing fixture cause the septic tank to need pumping or repair; (6) any other "Act of God;" or (7) any loss or damage to perishable items stored in refrigeration appliance(s) in the event said appliance(s) malfunction in any way.

**c. Reimbursement.** For any incurred loss, damage, fines, fees, or cost of repairs that are not the fault of Owner/Manager and are the fault of or otherwise the responsibility of the Tenant, guest, invitee, or family of the Tenant, Tenant shall immediately reimburse Owner/Manager for any expenses incurred as a result, which shall become "additional rent." If Tenant replaces or installs any fixtures or appliances of the premises and such fixtures or appliances need to be repaired or replaced due to their condition, Tenant shall be liable for the repairing or replacing of such.

**d. Minor Repairs and Cosmetic Repairs.** All "minor repairs" not related to the warranty of habitability shall be paid by the Tenant, which is subject to Minor Repairs Addendum. Tenant is not entitled to an offset of rent for any expenditure by Tenant on or for the premises.

**e. Owner's Right to Terminate Lease for Major Repair.** In the event a major repair must be made to the premises, to no fault of the Owner/Manager, and Tenant's vacating the premises is necessary, Owner/Manager may terminate this agreement upon 7 days notice, and Tenant agrees to vacate the premises holding Owner/Manager harmless for any damages suffered, if any. "Major repair" shall be presumed if (1) Tenant must or does vacate the premises for 7 days or more to accommodate the repair work; (2) Tenant is not able to remain or should not remain in the premises due to major health problems caused by the condition of the premises; or (3) Tenant sends proper notice concerning the noncompliance and Owner/Manager makes reasonable attempts to cure the noncompliance but is unable to. Owner/Manager may *immediately* terminate the lease without notice if the Tenant's presence in the premises is dangerous, unsafe, or hazardous to his or her health or safety.

**f. Condemnation, Damage To Premises, Acts Of God And Termination.** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or if Owner/Manager deems it necessary that Tenant vacate the premises for repairs to the premises, Owner/Manager may immediately terminate this lease. If such an event occurs, Owner/Manager shall (if Tenant is not in default) waive any further rent under the terms of the lease. If such an event occurs, Tenant waives all claims against Owner/Manager for any damages suffered by such condemnation, damage, destruction or lease termination.

**g. Damages for Early Vacate.** If Tenant (1) vacates without paying rent in full for the entire lease term or renewal period, (2) vacates at Owner/Manager's demand because of Tenant default, or (3) is judicially evicted, Tenant will be liable for all rent owed at the time and as it becomes due under the terms of this lease until the Owner/Manager is able to re-rent, but if Owner/Manager is not able to reasonably re-rent for the same amount (under this lease) or chooses to "sit by and do nothing," Tenant will be liable for the entire monthly rental installment or the difference thereof, according to FS 83.595. If (i) Tenant vacates as such or fails to move in at all, (ii) Owner/Manager decides to re-lease the premises on Tenant's account, and (iii) Manager markets the premises to re-lease, Tenant shall pay a Re-lease Commission Fee (See Fee Addendum) to market and re-lease the premises. This section is subject to the "Liquidated Damages Addendum" (if executed by all parties and attached hereto).

**h. Mitigation.** In the event that the Tenant is reasonably able to mitigate any damages (actual or foreseeable) to the premises and/or to his or her personal property, Tenant shall make all reasonable attempts to protect, reduce, diminish any occurring damages or any conditions that the Tenant knew or should have known would have imminently caused damages to the premises and/or to personal property.

**i. Indemnification.** Tenant shall hold harmless, pay and protect and indemnify Owner/Manager for any and all damages, losses, injuries, liabilities, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (1) any injury to, or the death of, any person, or any damage to the property or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways; (2) Tenant's violation of any agreement or condition hereof; (3) violation by any contractor, subcontractor, tenant, sub lessees, occupants, guests or family of the lease, of any contract or agreement to which Owner/Manager is a party, or any restriction, statute, law, ordinance, or

regulation, in each case affecting the property or any part thereof, or the ownership, occupancy, or use thereof; (4) losses suffered by Tenant as a result of conditions of the premises out of control of Owner/Manager; (5) Tenant's refusal or failure to pay rent, carry required insurance or otherwise comply with the terms and conditions of any lease affecting the Premises or persons or property thereon; or (6) from the misconduct, tortious acts or negligence of any tenant, contractor, subcontractor, sub lessees, occupants, guests, family or other third parties.

**j. Tenant Liable for Damages.** Tenant shall be responsible for any and all actual damages to the premises caused by the Tenant, occupants, family, guests, invitees or any on the premises with Tenant's implied or expressed permission.

**DEFAULT.** Any breach of this lease (whether expressly stated herein or not) shall constitute a default by Tenant. If the Tenant fails to comply with this lease, or reasonable rules of regulations, the Owner/Manager may exercise the following rights:

**a. Non-curable Noncompliance.** If such noncompliance is of a nature that the Tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by Owner/Manager of a similar violation, deliver a written notice to the Tenant specifying the noncompliance and Owner/Manager's intent to terminate the lease by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of Owner's or other Tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, Owner/Manager may terminate the lease, and the Tenant shall have 7 days from the date that the notice is delivered to vacate the premises.

**b. Curable Noncompliance.** If such noncompliance is of a nature that the Tenant should be given an opportunity to cure it, deliver a written notice to the Tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, Owner/Manager shall terminate the lease by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary.

**c. Failure to Pay.** If the Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday and Sunday, and "legal holidays," after delivery of written demand by Owner/Manager for payment of the rent or possession of the premises, Owner/Manager may terminate the lease. Said notice shall state that: (1) Tenant has failed to pay rent, (2) the full amount owed, and (3) if Tenant does not pay full payment within 3 days, Tenant must vacate premises.

**d. Termination of Lease.** Upon any breach or default of this lease and/or addendums, Owner/Manager may exercise its rights under this lease and/or Florida law and as a result, terminate this lease and evict Tenant.

**e. "Surrender" of Premises.** Tenant agrees to sign an Agreement to Vacate provided by the Manager/Owner in the event the Tenant surrenders the property, which shall evident the Tenant's intent to surrender the property to the Manager/Owner. However, nothing about this provision should be construed against the Manager/Owner retaking possession of the premises pursuant to other evident intents manifested by the Tenant's action, as already described herein. Tenant is deemed to have surrendered the premises pursuant FS 83.60(3)(b), allowing Owner/Manager to terminate Tenant's lease and repossess the premises for purposes of mitigating the damages caused by Tenant's surrender, including (but not limited to) when Tenant (1) turns in the keys to the Owner/Manager with the intent to vacate the premises, or (2) executes and delivers a notice/agreement that Tenant has vacated premises and is surrendering possession prior to the natural expiration of the lease. **CAVEAT:** By expressed intent to Tenant, Owner/Manager has discretion not to accept such surrender of the premises, and re-entry shall not be deemed as acceptance of surrender. If this lease is or becomes a multiple tenant lease, the act(s) of "surrender" must be performed by or with expressed (either by actions, verbally or in writing) consent of each tenant.

**f. Hindering the Owner/Manager from Compliance.** Tenant shall not hinder, impair or otherwise prevent Manager, in any way, from complying with the terms of the lease. To do so is a breach of this lease.

**TERMINATION EVENTS.** In the event that any governmental authority orders the premises to be altered, either party may terminate this lease and shall not be held liable for any resulting damages. In the event of a foreclosure order on a mortgage on the premises; or the bankruptcy or insolvency, or making of an assignment for the benefit of creditors on the part of the Tenant; a judgment or order of foreclosure; or the issuance of an execution or similar process against the Tenant, this lease may be terminated by either party and shall not be held liable for any resulting damages. In the event a foreclosure action is filed against the Owner/premises, such an event does not give Tenant the right to terminate the lease; rather, the Tenant's right to terminate the lease shall be conditioned upon a court of proper jurisdiction ordering the tenant to be removed from the premises. In the event the premises are "condemned" as defined by a local, state or federal governmental agency, this lease shall terminate and neither party shall be liable for resulting damages. This lease will be terminated automatically if the Tenant has deceived, lied, or defrauded Owner/Manager in any way concerning any material aspect of this tenancy, including but not limited to, application process or lease provisions.

**NATURAL DISASTERS.** Tenant is responsible to protect, secure and prepare him or herself and personal property for any and all natural disasters affecting geographical area of the county in which premises are located, with regard to the premises, personal property and persons. Tenant is not required to, but if Tenant attempts to protect the premises (e.g. by installing shutters, boarding and/or taping windows, etc), Tenant is responsible to ensure that such is reasonably and professionally done at Tenant's expense so as not to cause damage to the premises and shall reimburse Owner/Manager if Tenant does cause damage. If the premises are damaged by a disaster, the "Damage" sections herein apply. Items damaged that are not under the "warranty of habitability" are the responsibility of Tenant. Tenant is responsible to perform clean-up tasks after such disasters (e.g. fallen branches, leaves, small trees, etc.), except that Owner/Manager shall be responsible to remove any large trees (larger than 20 feet) damaged by a disaster (unless otherwise agreed). Owner/Manager's obligations of this provision will be performed in a reasonable manner and time, considering the circumstances at the time. Tenant agrees that it is not the responsibility of the Owner/Manager to install any precautionary items for any such disasters, such as window shutters, boarding, generators, etc., and Tenant agrees to hold Owner/Manager harmless for any damages or injuries caused to Tenant's property or to the premises for not providing such items. Likewise, if the Owner/Manager has provided such items, Owner/Manager makes no warranties or promises concerning their quality and Tenant shall hold harmless the Owner/Manager for any damages relating to the malfunctioning, defect or misuse of such items provided and shall not rely on such items as a means of prevention of damages or the failure to obtain renter's insurance. Generators  will  will not be allowed on the premises. If allowed, Tenant shall not place any generator within 8 feet of any building on the premises, shall only use the same to power standard house appliances (e.g. refrigerator, microwave, a/c window unit, etc.), shall NOT use the same to provide power to the premises or any other part of the premises, and shall be used

in a safe and reasonable manner. Owner/Manager reserves the right to protect, secure and/or prepare the property for natural disasters and other emergency situations as they deem necessary and appropriate.

**WAIVER OF RIGHTS.** If the Tenant pays rent with actual knowledge of a noncompliance by Owner/Manager or accepts performance by Owner/Manager of any other provision of the lease that is at variance with its provisions, Tenant waives his or her right to terminate the lease or to bring a civil action for that noncompliance.

**ACCESS TO PREMISES.** 1. Owner/Manager may enter the Premises in the following circumstances: **(a)** at any time for the protection or preservation of the Premises (i.e. emergencies); **(b)** after reasonable notice (not less than 12 hours and between 7:30 am to 8:00pm), by telephone, hand delivery or posting notice for purposes such as: to inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual Manager-approved purchasers, appraisers, surveyors, mortgagees, tenants, workers, contractors, subcontractors, or the like; **(c)** with Tenant's consent; **(d)** when Tenant unreasonably withholds consent; **(e)** in cases where there is a condition or circumstance in the premises that is substantially interfering with a neighbor's quiet enjoyment of their residence and the Tenant or resident is not available to cure the interference, or **(f)** if Tenant is absent from the Premises for a period of at least one-half of Rental Installment Period. 2. No other party may use or request Owner/Manager for purposes of gaining access to the premises without prior written approval by Tenant, other than the Tenant and the occupants listed herein. Owner/Manager's "driving by" the premises is not considered to be an inspection of the premises requiring notice, where the Owner/Manager does not enter the property or the premises. Tenant agrees that Owner/Manager or other Real Estate Agent may access the premises for purposes of showing the premises to potential buyers and/or renters if the house has been placed "for sale" or "for rent" by the Owner/Manager. Tenant has no right to be present at any time when Owner/Manager accesses the premises; however, the Tenant may be present at any time during said access, but shall not interfere with the purpose of the access at any time. Failure to comply with this section is non-curable violation of the lease.

**VACATE NOTICE.** This lease will **not** automatically renew upon the natural expiration of the lease. Tenant is required to leave the premises no later than "vacate date," unless otherwise agreed in writing. Tenant must give Owner/Manager a written "Notice of Intent to Vacate" no later than 30 days before vacating premises at the natural expiration of the lease. Failure to deliver said notice before vacating will result in Tenant being liable to pay liquidated damages pursuant to FS 83.575 (See Fee Addendum). Tenant does not have a right to legally terminate the lease with said "Intent to Vacate Notice" prior to the natural expiration of this lease. If Tenant vacates premises in default before the natural expiration of lease without surrendering the premises and the Manager accepting such surrender, the "vacate date" shall be the date of execution of the writ of possession. If Tenant does not remove him or herself and all of his or her belongings by "vacate date," Tenant shall become a "holdover" pursuant to the provision herein.

**HOLDOVER.** If Tenant remains in the premises upon the natural expiration of the lease without permission of Owner/Manager, Tenant will be liable for double the rent for each month the Tenant remains in the premises, pursuant to FS 83.58. If Tenant remains as a "holdover," Tenant's obligations under this lease remain in force.

**VACATE PROCEDURES.** The vacate date cannot be changed unless Tenant and Owner/Manager agree in writing, and Tenant will not stay beyond the vacate date. All residents, guests, and occupants must vacate the premises no later than the vacate date. Before vacate date and Tenant vacating, Tenant shall reasonably and thoroughly clean the premises, including the following: *floors, fireplace, doors, windows, window seals/ledges, base boards, walls, ceiling fans, blinds, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms.* At Tenant's vacating, Tenant comply with the *Housekeeping Addendum* (if attached hereto) and shall **(1)** peaceably surrender the premises by turning in all keys and remotes and any other property owned by Owner; **(2)** leave the premises in a good, clean condition; **(3)** have all carpets cleaned by a licensed and bonded professional and provide Owner/Manager with a receipt of the same: failure to do so shall result in Tenant paying a *Carpet Cleaning Fee* for such service (See Fee Addendum); **(4)** leave the power and water utilities **ON** no less than 2 days from "vacate date": violation of this provision subject Tenant to pay a fee (See Fee Addendum); **(5)** physically return all keys to Owner/Manager no later than vacate date: if all keys are not returned before vacate date to Owner/Manager, Tenant shall pay a *Failure to Return Key Fee* (See Fee Addendum). If Tenant fails to comply with vacate procedures and as a result, Owner/Manager is delayed from placing the premises back on the market for rental, Tenant shall pay an amount equal to the pro-rated rental amount of the premises for each day that the premises are delayed such. Owner/Manager shall make due diligent efforts to get the property in rental-market condition.

**RENEWAL/EXTENSION.** This Lease may be renewed or extended only by a written agreement signed by both Owner/Manager and Tenant. Renewal or Extension is not an absolute right of the Tenant. If Owner/Manager refuses to make an offer to renew/extend, then the Tenant shall vacate no later than the vacate date; and if the Tenant does not vacate, he or she will be considered a "holdover" (see holdover provision herein). If an offer to renew is made (e.g. sending a new lease to sign), Owner/Manager may withdraw said offer to renew anytime before Owner/Manager executes the new, written agreement. In the event Owner/Manager consents in writing to Tenant remaining in premises after the natural expiration of this lease and no written agreement is entered into, Tenant's tenancy will become "month to month." If Tenant enters into a new agreement with Owner/Manager, Tenant shall pay a lease renewal fee (See Fee Addendum, if applicable). If this lease becomes a "month-to-month", rent may increase an additional amount, to be determined by Owner/Manager.

**MILITARY TRANSFER.** Owner/Manager will honor Tenant's written notice of a military transfer subject to FS 83.682. If this is a multiple-tenant lease, all tenants agree that if a tenant receives an order to transfer as qualified in FS 83.682, only the tenant receiving said order may be released from this lease as described in said statute—all other tenants shall remain bound to this lease and all lease provisions remain in effect. "Miles" shall mean "radius miles," as such is not defined by FS 83.682.

**SIGN "FOR RENT"/"FOR SALE".** No sooner than 60 days prior to the termination of the lease, Owner/Manager may place a "For Rent" or "For Sale" sign in a conspicuous place on the premises. Tenant shall not interfere with, destroy or damage said sign.

**DISPUTES AND LITIGATION.** In the event of a dispute concerning the security deposit and tenancy created by this agreement, Tenant agrees to hold Manager, its heirs, employees and assigns harmless and shall look solely to Owner in the event of a legal dispute. **Furthermore, in the event of a dispute concerning the security deposit and/or tenancy created by this agreement, if the Tenant(s) file(s) a lawsuit against Manager, its heirs, employees, and assigns, the Tenant(s) shall be solely responsible for attorney's fees and costs if the action is dismissed for the reasons stated herein.**

**DISCLOSURE WAIVER.** If a lawful agent requests information on any Tenant's rental history for law-enforcement or governmental purposes, Tenant consents to the providing such information. With exception to information protected by the Federal Fair Credit Reporting Act, Owner/Manager and each tenant, guarantor, or co-signor of this lease or its addendums shall be entitled to any information regarding the other tenant, guarantor, or co-signor that the Owner/Manager has in his or her control upon request.

**LIENS & ENCUMBERANCES.** The interest of Owner in the Premises shall not be subject in any way to any liens, mortgages, encumbrances, or deeds, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. This exculpation is made with express reference to FS 713.10. Owner/Manager and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises and no improvements to be made by Tenant to the Premises constitute "the pith of the lease" as provided in applicable Florida law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under FS 713.24, within 10 days after notice to Tenant. Furthermore, Tenant shall indemnify, defend, and save Owner/Manager harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Owner/Manager as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Owner in the Premises shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant. If Tenant violates this provision, Tenant shall pay a Lien Violation Fee. (See Fee Addendum).

**ASSIGNMENT AND SUBLEASING.** Tenant **may not** assign the Lease or sublease all or any part of the Premises. If Tenant violates this provision, Tenant shall pay a fee as liquidated damages for such violation (See Fee Addendum).

**DECEASED TENANT.** Owner/Manager may terminate this lease and recover possession of the premises pursuant to FS 83.59(3) (d). Tenant's estate may be liable for the months' rent that Owner/Manager is not able to re-lease the premises upon good faith attempts to re-lease. Owner/Manager shall not be obligated to release Tenant's property to anyone other than a court-appointed personal representative of the Tenant. Owner/Manager is under no responsibility to contact Tenant's estate regarding disposition of Tenant's property and Tenant agrees to indemnify and hold harmless the Owner/Manager of any good faith actions of disposing personal property of Tenant. If Tenant becomes deceased and rent is not timely paid pursuant to this lease, Owner/Manager may proceed to obtain a final order of possession for nonpayment of rent.

**APPROVAL CONTINGENCY.** The Lease is conditioned upon approval of Tenant by any association that governs the Premises (if any).

**HOMEOWNERS/CONDOMINIUM ASSOCIATION RULES.** Tenant agrees to follow any and all Homeowners Association Rules, By-Laws and Regulations (if any) with regard to the use and maintenance of the premises, and it is the responsibility of the Tenant to acquire any and all applicable rules and regulations regarding the premises. Tenant shall not be responsible for any normal or special fees or dues assessed by any Homeowner's Association unless the Tenant's conduct, actions or use of the premises is the cause of said fees or dues being assessed. Tenant shall not have the right to vote on behalf of or in proxy for the Owner/Manager in any owner association meetings, without prior written consent. In the event there is a conflict between the terms of this lease and the rules, by-laws and regulations of the applicable homeowners and/or condominium association rules, the rules, by-laws and regulations of such association shall prevail and the Tenant hereby waives any claim or right to rescind or revoke this lease because of such conflicts or any reliance the Tenant may have made on the terms of this lease or statements made by any party to the lease because it is the responsibility of the Tenant to acquire any and all applicable rules and regulations regarding the premises.

**ENTIRETY CLAUSE.** This lease, exhibits, and attachments set forth the entire agreement between Owner/Manager and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this agreement must be in writing and signed by both parties. If Tenant entered this lease upon reliance of certain oral representations or understandings, Tenant hereby waives any reliance of such representations or understandings as being "material facts" to Tenant's executing this lease. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this agreement shall be in effect. Tenant understands that he or she cannot enforce contracts against Manager, to which he or she is not a direct party and signer/executor to such contracts.

**ERROR/OMISSIONS.** In the event there is any typographical error or omission in the lease or any addendums that is an obvious typographical error, given the terms of the lease and addendums, and that does not materially affect the terms of the lease, Manager shall have the right to correct such error or omissions and the Tenant shall re-execute said document(s) and shall hold Manager harmless for any such error or omissions.

**ATTORNEY'S FEES AND WAIVER OF JURY TRIAL.** If a party to the lease employs an attorney due to a violation of the terms and condition's of this lease or any other situation or agreement relating to this lease and/or landlord-tenant relationship, said party shall be responsible for all costs and reasonable attorney's fees as incurred by the said party whether or not suit is filed. Each party waives his or her right to demand a jury trial concerning any litigation, disputes, or otherwise between the Owner/Manager and Tenant and/or Occupants/Guests, including but not limited to, any causes of action, disputes, and litigation, arising out of the landlord-tenant relationship, arising out of the terms of this lease and related addendums and/or agreements, arising out of the premises, whether or not a third party relationship or contract is involved in any such disputes.

**CONFLICTING INFORMATION.** In the event the tenant ever receives information or instructions that is inconsistent with the lease or its addendums, the terms of the lease and addendums shall apply and do not waive or relieve the tenant from his or her obligation to follow the terms of the lease or addendums.

**MISCELLANEOUS.** **a.** Time is of the essence of the Lease. **b.** The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Owner/Manager and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders. **c. Choice of Forum.** The choice of forum for filing any suits or other proceedings with respect to the Lease shall be in the county in which the premises reside. **d. Good Faith.** Owner/Manager and Tenant will use good faith in performing all obligations herein. **e. Radon Gas.** As required by law, Owner/Manager makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks 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. **f. Lead-Based Paint Disclosure.** If the premises were built prior to 1978, the Tenant acknowledges by signing this agreement that he or she has received a lead-based paint disclosure form and booklet from Owner/Manager. **g. Waiver.** Any waiver of any provision or right or obligation in this lease may only be waived in writing signed by all parties. **h. Subordination.** The Lease is subordinate to the lien of any mortgage encumbering the title to the premises from time to time. Tenant has no right to possession in priority over any lien, mortgage, encumbrance or the like, secured by the premises. **i. Mortgage Verification.** Tenant shall be charged a fee (See Fee Addendum) for any mortgage verification requests by Tenant, occupant, family, or agent of Tenant. **j.** Tenant shall immediately notify Owner/Manager of and deliver to Owner/Manager any legal notices or documents, including but not limited to, complaints, summons, notices, subpoenas, etc., delivered to tenant or at premises by third parties. **k. Appointments.** If Tenant schedules an appointment to meet the Manager, Manager's agent, inspection, repair or other maintenance personnel and Tenant fails to keep appointment, Tenant shall pay a flat "Failure to Meet" Fee pursuant to Fee Addendum. **l. Lease with Option to Purchase.** If this lease has an "option to purchase" agreement incorporated and attached hereto, Tenant agrees that any other provision notwithstanding, all of Tenant's rights under said option shall be completely conditional upon the full and complete compliance with the terms of this lease. Any violation of this lease, the enforcement of which notwithstanding, shall constitute a complete waiver of Tenant's option to purchase and Owner/Manager may proceed to evict the Tenant under Florida Statutes 83, Part II, any other agreements beforehand notwithstanding.

**ORIGINALS AND ATTACHMENTS.** The lease has been executed in one original with one copy for Tenant and one or more for Owner/Manager—all copies (fax/scanned/emailed) shall constitute an "original." Tenant shall pay to Manager a flat fee (See Fee Addendum) for each additional copy needed at any time during this lease term. Owner/Manager's rules and policy will be attached to the lease and given to Tenant at signing. The items checked below are attached to this lease and are binding even if not initialed or signed. Any addendum(s) attached hereto shall be incorporated into this lease, and in the event there are "contradictory" terms therein, the terms of the addendum(s) shall control.

The following Addendums (if checked) are attached and made part of this lease:

<input type="checkbox"/> Amenities Addendum	<input type="checkbox"/> Lead Hazard Information and Disclosure	<input type="checkbox"/> Satellite Dish or Antenna Addendum
<input type="checkbox"/> Airport Environ Addendum	<input checked="" type="checkbox"/> Minor Repairs Addendum	<input type="checkbox"/> Swimming Pool Addendum
<input type="checkbox"/> Enclosed Garage Addendum	<input checked="" type="checkbox"/> Mold Addendum	<input type="checkbox"/> Waterfront Addendum
<input checked="" type="checkbox"/> Fee Addendum	<input type="checkbox"/> Notice of Intent to Move-out Form	<input type="checkbox"/> Yard Maintenance Addendum
<input type="checkbox"/> Guaranty Addendum	<input type="checkbox"/> Parking Permit or Sticker	<input type="checkbox"/> Remote Control/Access Gate Addendum
<input type="checkbox"/> Intrusion Alarm Addendum	<input type="checkbox"/> Pet Addendum	<input type="checkbox"/> Property Not Ready Addendum
<input type="checkbox"/> Inventory and Condition Form	<input type="checkbox"/> Policy Addendum	<input type="checkbox"/> Other:

The Lease has been executed by the parties, and by signing this agreement, the Tenant verifies and acknowledges that he or she has read, understood and agreed to all terms of this lease. Attorney's signature below does not imply or constitute in any way that Attorney is a party to this lease but is only for the purposes of verifying and ensuring that this lease has been Attorney-prepared and -executed in accordance and compliance with Florida law. Manager's signature below shall constitute execution on behalf of the owner of the premises and shall be deemed an execution of this lease and all addendums attached hereto.

_____ Tenant –  _____ Date	_____ Tenant-  _____ Date
--	---------------------------------------

_____ Attorney – Michael Tidwell  _____ Date	_____ Broker – Don Huntley  _____ Date
--	--

**MINOR REPAIRS ADDENDUM**

Tenant agrees that this addendum shall be incorporated into the foregoing lease between Owner/Manager. Tenant is responsible for pest control and all minor repairs at the sole cost to the Tenant, including, but not limited to, the following items:

General	Electrical	Plumbing	Lawn	Windows/Doors
-Change furnace & A/C filters monthly -Broken or lost knobs -Breaking of any globes, mirrors, window blinds, shades or curtains -Changing smoke detector &/or batteries -Replacement of drip pans on stove -Oven exhaust filters -Clogged garbage disposal -Refrigerator's water Filtration filter -Water Softer Filter -Any battery replacements (e.g. fire alarm, ceiling fan remote) -All appliances and furniture	-Resetting GFI breakers -Replace all incandescent & fluorescent light bulbs -Replace blown fuses -Reset breakers in the outside & inside breaker boxes -Replace socket covers	-Clogged drains or toilets from tenant use <b>*Do not pour grease down any drains or toilets</b> -Replace sink & tub stoppers -Stripped faucet handles from tenant use -Replace faucet washers -Replace damaged toilet seats -Replace flapper in toilet tank -If septic tank present, use Rid-X as directed on consumer box -Repair damaged plumbing due to "Freeze" and Tenant's not taking precautionary measures	-Replace damaged sprinkler heads or breaks -Replace/Repair damaged lawns caused by tenant -Replace damaged "landscape lighting" or other landscape fixtures caused by tenant	-Replace torn screens from tenant use -Replace broken/damaged glass from tenant use -Replace broken/damaged locks from tenant use

If the premises have natural gas service and tenant is not familiar with the process of lighting the pilot light, it is very important that you call the natural gas provider servicing your property before attempting to light the pilot.

If after an inspection by Owner/Manager, Tenant needs to make a repair, Owner/Manager will, upon notice to the Tenant, either: (1) fix the problem and charge the costs as "added rent" or (2) instruct Tenant to make necessary repairs. Tenant agrees that "cosmetic repairs" are not Owner/Manager's duty to repair, modify, fix or otherwise: such repairs are not grounds for Tenant withholding rent or terminating this lease. "Cosmetic repairs" involve items that do not affect the habitability of the premises or are for the purposes of simply making the premises appear more aesthetically pleasing. If Tenant requests Owner/Manager to make a repair that does not relate to the warranty of habitability, Tenant shall be charged a Maintenance Inspection Fee, subject to the Fee Addendum, for inspection of premises.

**TO CONTACT US FOR EMERGENCY REPAIRS**

**DURING BUSINESS HOURS:** If you want to report an emergency repair during normal business hours (9:00 AM to 5:00 PM Monday through Friday), you will need to call 850-465-0083. If no one is in the office, just leave your name, phone number, address and nature of the problem. Someone will schedule the repair for you and notify you that they have received your message.

**AFTER HOURS CALLS:** To report emergency repairs after hours you will need to keep handy the following phone numbers. It will be the tenant's responsibility to contact the service companies to report directly to them the nature of the problem. GCPM makes no representation on the how quickly the service companies will respond, only that they have been given authorization to repair the problems after hours. It is also at the service company's sole discretion as to which repairs are emergency in nature.

**WHO TO CALL AFTER HOURS**

Air-conditioner, heating, or refrigerator not working:  
**Economy at 944-9702**

Broken pipes or backed up sewers:  
**American Leak Detection at 850-475-5940**

Major electrical problems:  
**Selectricity at 850-346-7689**

_____ Tenant –  _____ Date	_____ Tenant-  _____ Date
--	---------------------------------------

**LEASE FEE ADDENDUM**

Tenant agrees that this addendum shall be incorporated into the foregoing lease between Owner/Manager.

Tenant agrees to pay fees contained herein per occurrence; that such fees will be payable to Manager on the following month on the first day, along with the rent owed; that this addendum will be incorporated into the foregoing lease. Such fees reflect the added burdens, time and costs to the Manager for events caused by the Tenant and/or related to his or her tenancy and are a reasonable estimate for such burdens and costs, understanding that knowing the exact damages to Manager is difficult to ascertain. The imposition of fees does not waive any right(s) to enforce the lease. Nothing in this addendum shall preclude or release the Tenant from having to pay costs that are not contained in this addendum. All monies owed shall be deemed "rent," in addition to the monthly installment rent and will be due and payable on the 1st day of the month and will be late on the 5<sup>th</sup> day of the month. Failure to pay added rent subjects Tenant to eviction for "nonpayment."

<b>CATEGORY&amp; ITEM (IF APPLICABLE)</b>	<b>FEE</b>	
<b>Added Administration Burden/Expenses Fees</b>		
Violation of "leave utilities on" provision	\$50.00	
Changing or Unlocking Locks upon Tenant request or necessity	-NA-	
Providing Additional Keys upon Tenant Request	\$ 5.00 per key	
Additional Lease Copies	\$ 5.00 /copy	
Tenant Requested Maintenance Inspection	\$ 65.00	
Re-Lease Commission (where Tenant early terminates)	Equal to up to two month's rent	
Notice Delivery (Nonpayment, Cure Defects, Holdover)	\$ 35.00	
Lease Renewal Fee	-NA-	
Mortgage Verification	\$ 15.00	
Failure to Meet Fee	\$ 45.00	
No Contact Information Update Fee	\$ 25.00	
A/C Filter Change Fee	\$ 65.00	
Postage	Actual costs	
<b>Violation of Lease Fees</b>		
Late Rent Payment(s)	\$ 35.00 (plus) \$ 5.00/day for applicable month	
Insufficient Funds Check	\$ 40.00 or 5% of check (whichever is greater)	
Pet Addendum Violation	\$ 150.00	
Non-Returned Keys	\$ 95.00	
Violation of Guest/Occupant Provision	\$ 200.00	
Carpet Cleaning Violation	Actual costs	
Lien Violation	\$ 50.00	
Sub-letting Violation	\$ 200.00	
Liquidated Damages: Failure to Deliver Vacate Notice	Equal to one month's rent	
<b>Lease Execution Monies Owed</b>	<b>Amount</b>	<b>Date Due By</b>
Security Deposit	\$0	w/ signed lease
First FULL Month's Rent	\$0	Move-in date
Prorated Rent	\$0	2 <sup>nd</sup> month's rent
Pet Fee	N/A	w/ signed lease
<b>TOTAL DUE BEFORE MOVE-IN</b>	<b>\$0</b>	

_____ Tenant –  _____ Date	_____ Tenant-  _____ Date
--	---------------------------------------

**MOLD AND MILDEW ADDENDUM**

**Tenant agrees that this addendum shall be incorporated into the foregoing lease between Owner/Manager.**

**Mold/Mildew (“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.

Tenant Agrees To:

<ul style="list-style-type: none"> <li>• Open Blinds/Curtains To Allow Light Into Premises</li> <li>• Wipe Down Floors If Any Water Spillage</li> <li>• Hang Shower Curtains Inside Bathtub When Showering</li> <li>• Securely Close Shower Doors If Present</li> <li>• Leave Bathroom And Shower Doors Open After Use</li> <li>• Use Dryer If Present For Wet Towels</li> <li>• Use Household Cleaners On Any Hard Surfaces</li> <li>• Remove Any Moldy Or Rotting Food</li> <li>• Remove Garbage Regularly</li> <li>• Wipe Down Any And All Visible Moisture</li> <li>• Wipe Down Windows And Sills If Moisture Present</li> <li>• Inspect For Leaks Under Sinks</li> <li>• Check All Washer Hoses If Applicable</li> <li>• Regularly Empty Dehumidifier (If Used)</li> </ul>	<ul style="list-style-type: none"> <li>• Keep The Premises Clean And Regularly Dust, Vacuum And Mop.</li> <li>• Use Hood Vents When Cooking, Cleaning And Dishwashing</li> <li>• Keep Closet Doors Ajar</li> <li>• Avoid Excessive Amounts Of Indoor Plants</li> <li>• Use Exhaust Fans When Bathing/Showering And Leave On For A Sufficient Amount Of Time To Remove Moisture</li> <li>• Use Ceiling Fans If Present</li> <li>• Water All Indoor Plants Outdoors</li> <li>• Wipe Down Any Moisture And/Or Spillage</li> <li>• Wipe Down Bathroom Walls And Fixtures After Bathing/Showering</li> <li>• Wipe Down Any Vanities/Sink Tops</li> <li>• Avoid Air Drying Dishes</li> <li>• Do Not “Hang-Dry” Clothes Indoors</li> </ul>
---	---

Tenant Shall Report In Writing:

<ul style="list-style-type: none"> <li>• Visible or Suspected Mold</li> <li>• All A/C Or Heating Problems Or Spillage</li> <li>• Plant Watering Overflows</li> <li>• Musty Odors, Shower/Bath/Sink/Toilet Overflows</li> <li>• Leaky Faucets, Plumbing, Pet Urine Accidents</li> <li>• Discoloration of Walls, Baseboards, Doors, Window Frames, or Ceiling</li> </ul>	<ul style="list-style-type: none"> <li>• Moldy Clothing, Refrigerator And A/C Drip Pan Overflows</li> <li>• Moisture Dripping From Or Around Any Vents, A/C Condenser Lines</li> <li>• Loose, Missing Or Failing Grout Or Caulk Around Tubs, Showers, Sinks, Faucets, Countertops, Clothes Dryer Vent Leaks Any And All Moisture</li> </ul>
--	---

**Climate Control.** Tenant agrees 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 recommends that air conditioning be used at all times and set at a reasonable temperature.*

**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 agrees 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), Tile X Mildew Remover, or Clorox Cleanup.

**Termination of Tenancy.** Owner reserves the right to terminate the lease and Tenant agrees to vacate the premises in the event Owner 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 or other persons and/or Tenant actions or inactions are causing a condition which is conducive to mold growth.

**Violation of Addendum.** If Tenant fail to comply with this addendum, Tenant can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant failure to notify Owner 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 shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity and Tenant shall be liable for damages sustained to the premises. Tenant shall hold Owner harmless for damage or injury to person or property as a result of Tenant failure to comply with the terms of this addendum.

**Hold Harmless.** Tenant agrees to hold Owner harmless and shall look solely to Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

<p>Tenant – _____</p> <p>Date _____</p>	<p>Tenant- _____</p> <p>Date _____</p>
---	--