

FLORIDA APARTMENT LEASE

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|--------------------|---------------|------------------|--------------------|---|--------------|
| Apartment Address: | | Community Name | | Initial Lease Term (see paragraph 3) Beginning: Ending: | |
| Monthly Rent | Prorated Rent | Security Deposit | Administrative Fee | Pet Fee | Prepared by: |
| \$ | \$ | \$ | \$ | \$ | |

Residents Name(s): _____ Full Name(s) of Child(ren): _____ Date(s) of Birth: _____

Additional Agreement(s): _____

This is a lease between the above named Resident(s) and the below named Owner for the apartment dwelling described above. It (and any contemporaneously executed additional agreements) is the entire agreement between Resident(s) and Owner and may be modified only in writing. As used in this lease "you" means the Resident or Residents whose names appear above. If there is more than one Resident, you are jointly and severally liable for any liability to us. "We," "our," or "us" means the Owner. "Premises" means the entire apartment community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS.**

BY SIGNING THIS RENTAL AGREEMENT YOU AGREE THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF YOUR PERSONAL PROPERTY.

| | |
|-----------------------|--------------------------|
| Resident Signature(s) | Owner name: _____ |
| _____ | Community address: _____ |
| _____ | _____ |
| Date | Managing Agent: _____ |
| _____ | By: _____ |
| Date | _____ |
| _____ | _____ |
| Date | Witnesses: _____ |
| _____ | _____ |
| Date | _____ |

1. Security Deposit:

A. Your security deposit will be held as indicated below:
 Deposited in a separate: _____ interest bearing _____ non-interest bearing account with: _____
 _____ (bank name and address). You will receive 75% of any interest paid on your deposit but not more than 5% per year.
 _____ Commingled with our other funds. You will receive interest on your deposit at the rate of 5% per year.

B. Your security deposit is security for your full performance of this lease and may not be applied by you to any money which you owe to us.

C. The following is Florida Statute 83.49(3) which we are required to provide you:
 "(3)(a) Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, 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 or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intentions to impose claim for damages in the amount of ____ upon your security deposit, due to _____. 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 received this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address)... If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court cost plus a reasonable fee for his or her attorney. The court shall advocate the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s.475.25(l)(d).

2. RENT: You agree to pay the monthly rent indicated above at the community office on or before the 1st day of each month without deduction or set off. If prorated rent is indicated, it is the amount due for the partial first month of this lease. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one Resident. Payment may not be made by third party checks nor in cash. **Payment after the 5th day of the month must be by money order and include a one time late charge of \$50.00 paid in full**, all as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in the Florida Statutes. If your check is dishonored by your bank, you must pay us a service charge of \$50.00 plus any other charges provided by law and plus any accrued late charge(s). If one of your checks is dishonored, you may be required to pay, at our option, future rent by money order. We are not required to redeposit a dishonored check. You must pay any taxes due on your payments. Any payment due under this lease is rent. We may apply any payment to any outstanding balance regardless of any notation on or with the payment.

3. RENEWAL: This lease will continue for one year after the Initial Lease Term unless either you or we give the other **at least 30 days' written notice** of termination before the end of the initial term. During the continuation term, either you or we may terminate the lease at the end of a calendar month by giving the other not less than 60 days written notice. We may increase the rent at the end of the initial term or during the continuation term by giving you not less than 70 days notice before the beginning of a calendar month.

4. UTILITIES: Water and sewer service are provided to you. However, you may be required to pay for this service. If you are required to pay, you will be given an invoice each month. You must pay the amount of the invoice according to its terms as additional rent. You must obtain and pay for all other utilities. We are not liable for interruption or malfunction in service. You may not occupy your apartment without electric service except during brief interruptions beyond your control.

5. OCCUPANCY: Only those persons whose names appear on the lease may occupy your apartment without our prior written consent except guests for no more than 7 consecutive or 14 total days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than 14 days, you must notify us in writing.

6. PETS: No pets may enter or be kept in your apartment or on the premises without our written consent.

7. CRIMINAL ACTIVITY: If you or your invitee engages in criminal activity on the premises or near enough to adversely affect it or other residents such activity will be a default for which this lease may be immediately terminated.

8. REMEDIES: You and we have all remedies provided by law. If you vacate before the end of your lease (even if due to eviction) you must still pay rent for the entire lease less any net rent which we receive from re-renting your apartment. We have no duty to re-rent. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable collection costs including attorney fees from the non-prevailing party.

9. NOTICES: Any notices from us to you will be deemed delivered when mailed to you at your apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from you to us will be deemed delivered when received at our office, by certified mail, return receipt requested, or personally delivered to our office staff during normal business hours.

10. RIGHT TO ENTER: You consent to our entering your apartment during reasonable hours for any inspections (by us or prospective buyers or renters), maintenance and repairs, pest control, for delivering notices, and for other purposes as provided by law.

11. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You must maintain your apartment in a clean and sanitary condition including prompt removal of trash and garbage and placing it in a collection point container which we provide. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. **You must immediately notify us in writing of any needed maintenance or repair. You must inspect your smoke detector at least once a month to determine if it is working properly and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if required.** We supply filters at no cost to you.

12. MOLD: You must take steps to limit the growth of mold in your apartment. This includes operating your heating and air conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting to us any leaks or other water intrusion into your apartment or any visible mold that you cannot remove.

13. ALTERATION: You may not make alterations or additions, nor install or maintain in the apartment, or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment unless we specifically agree otherwise.

14. LIABILITY: We will not be liable for any damages, loss, or injury to persons or property occurring within your apartment or upon the premises. Although there are entrance and exit gates for the apartment community, they do not significantly limit access to the property by anyone. There will be times when they do not work due to malfunction or damage. In addition, access is not restricted by a wall or fence. You are responsible for obtaining your own casualty and liability insurance. With respect to your family or invitees, you agree to hold us harmless and indemnify us from liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

15. SECURITY: We do not provide and have no duty to provide security services to protect you, others, or property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services or for the criminal or wrongful acts of others. If, from time to time, we provide any security

service, these services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer. They may be modified or discontinued at any time without notice.

16. CONDO/HOA ASSOCIATION PROPERTIES LEASE LANGUAGE: If the lease premises are included in a condominium association or home owners association, you agree to abide by its bylaws, rules, and regulations including as they may be amended and that failure to do so is a violation of this lease.

17. DAMAGE: If we determine that your apartment should not be occupied because of damage or risk to property, health, or safety we may, at our option, terminate this lease. If it is unoccupiable due the fault of you, your family, or invitee, you will be liable for any monetary loss to us including rent. Nothing may be used or kept in or about your apartment which would in any way increase our insurance cost, be a violation of law, or otherwise be a hazard.

18. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinate to any present or future mortgages on the premises. We may assign our interest in this lease. You and we waive any right to demand a jury trial concerning the litigation of any matters arising between us.

19. POSSESSION: If the apartment is not ready for your occupancy on the beginning date of this lease, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any loss caused by such delay or termination.

20. APPLICATION: If any information given by you in your application is false or not complete, we may, at our option, terminate this lease. You must notify us promptly in writing of any changes in the information provided to us in your application.

21. 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 health department. Florida Statute section 404.056(5) requires that you be provided the preceding notice.

22. CREDIT REPORTS: We have the right to obtain credit and any other reports on you which we may deem appropriate until all of your obligations under this lease are fulfilled. Upon your written request, we will inform you of the name and address of each agency from which a credit report is obtained. We have the right to report to others our credit and other experience with you.

23. PARKING: No more than one automobile or noncommercial small truck is allowed for each apartment and for each visitor (as long as adequate parking space remains for residents), without our written consent. No other vehicles or things may be parked or placed on the premises without our written consent (except for loading or unloading) including motorcycles, trucks, boats, trailer, motorhomes, and storage containers. All vehicles must be currently licensed with the license displayed as required by law; be in good operating condition; be in compliance with all requirements to operate on public streets including insurance; and not be unsightly (within our sole discretion). Vehicles must be parked only within the boundary of a single designated parking space. Anything in violation of the foregoing may be removed without notice at the owner's or your expense. We are not liable for any claim arising as a result of removal. It is your responsibility to advise your invitees of these requirements and to determine that they have complied. You agree to indemnify and hold us harmless for any claims by your invitees for the removal of their property for violation of these requirements and to pay immediately as additional rent any amount due pursuant to such claim. We may impose additional parking requirements including limiting the number of vehicles which your or your invitees may park on the premises, requiring the use of parking decals and/or assigning parking spaces. No vehicle maintenance or repairs or similar activities may be performed on the premises. Signs may not be displayed on or from vehicles.

24. POLICIES: You must observe the policies below and any other reasonable policies which may be given to you now or later by us.

(a) No "garage" or other sales may be conducted by you on the premises.

(b) Solicitation by you or others is not allowed on the premises.

(c) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.

(d) No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swimsuits.

(e) No spikes, adhesives, screws, hooks or nails, or the like may be driven into or applied to the walls or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

(f) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

(g) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.

(h) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited. Water leaks must be promptly reported to us.

(i) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and other outdoor furniture are permitted on patios and balconies. We may further limit what is placed in outside areas. Only electric grills may be kept or used on the premises.