

# Noelco Inc DBA Orlando Homes and Investments



128 Nautica Mile Drive • Clermont, FL 34711  
(407) 467-6515

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

This Agreement is between you, the undersigned resident(s) (hereinafter referred to as the "Residents"):

<<Tenants (Financially Responsible)>>

<<Co-Signer(s)>>

and us, the management (hereinafter referred to as the "Management"):

<<Company Name>>

Management rents to Resident, and Resident rents from Management, property located at:<<Unit Address>>

the full legal description of which is the same as recorded with the Clerk of the Court of Lake County, and is made a part hereof by reference (hereinafter referred to as the "Property.")

Approved occupants:

<<Other Occupant(s)>>

The Property shall be used for Residential purposes only and shall be occupied by the undersigned as named in the original application to rent, *only*. Occupancy by guests staying over 14 days will be considered in violation of this agreement and additional monthly rent of \$100.00 per person shall be due, chargeable from the beginning date of this Agreement, unless prior written consent is given by Management. Management shall determine in his/her sole discretion if additional guests are allowed. The Property shall be used so as to comply with all state, county, and municipal laws and ordinances and shall be kept in a clean and orderly condition. Resident shall not use the Property or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with neighbors. Resident shall be responsible and fully liable for the conduct of his/her guests. Acts of guests in violation of this Agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident. No daycare or childcare may be operated out of the Property.

### 1.2 POSSESSION

Should Management be unable to deliver possession of the Property at the commencement of this Agreement, Management shall not be liable for damages caused. Resident shall not be liable for any rent until possession is delivered. Resident may terminate this Agreement if possession is not delivered within seven (7) days of the start of the term hereof. As long as premises are habitable, Resident may not unreasonably refuse to occupy.

### 1.3 LEASE DURATION

The initial term of this Agreement shall be for **12 months** beginning on <<Lease Start Date>> and terminating at 12 noon on <<Lease End Date>>. **Lessee is bound by this lease agreement to the total amount of rent due under this agreement for the entire term of the Lease.**

### 1.4 RENT

**Rent is due on the 1st day of each month**, Management may serve resident with a three-day notice on the next day or any day thereafter as allowed by law. Rent is payable monthly **in advance** without notice or demand at the rate <<Monthly Rent>> a month during the initial or any extended term of this Agreement. *Unless notified in writing*, (month to month after initial lease term) the monthly rental payment shall increase annually by \$200 payable monthly beginning the month following the initial term and adjusting annually thereafter.

### 1.5 PAYMENTS

**ALL payments shall be made ONLINE via the TENANT PORTAL.**

Any payments made in person or mailed must be in the form of a money order or cashier's check and are subject to a \$10 processing fee which must be included in the payment. *MAILING THE RENT BY THE DUE DATE DOES NOT CONSTITUTE PAYMENT. RENTS MUST BE RECEIVED at the office of the Management BEFORE 5 O'CLOCK P.M. ON THE DUE DATE of each month to be considered paid.*

Monies received are applied first to any lost rental discount; second to any outstanding additional rent; third to any unpaid fees or charges, then fourth to any current rent or rent to become due. This could result in unpaid rent, which would be subject to additional rent as contained herein.

Cash or personal checks will not be accepted. Money orders or cashier's check shall be made payable to and mailed to:

<<Company Name>>

<<Company Address>>

<<Company Phone Number>>

## 1.6 SECURITY DEPOSIT

The total security deposit at the time of execution of this Agreement for all residents in the Property is <<Security Deposit Charges>>, due on or before the date this Agreement is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Agreement, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

Any additional deposits, such as pet deposit and last month, total due is <<Total Additional Deposits>>.

**NOTICE: Resident and Management hereby agree that the security deposit, pet deposits and advanced rent shall be kept in a regular non-interest bearing checking account at Chase located at 16705 SR 50, Clermont, FL 34711 in account number 824729743.**

## 1.7 ADVANCED RENT AND DEPOSITS

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE MANAGEMENT MAY TRANSFER ADVANCE RENTS TO THE MANAGEMENT'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE MANAGEMENT YOUR NEW ADDRESS SO THAT THE MANAGEMENT CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE MANAGEMENT MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE MANAGEMENT'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE MANAGEMENT STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE MANAGEMENT'S NOTICE, THE MANAGEMENT WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE MANAGEMENT FAILS TO TIMELY MAIL YOU NOTICE, THE MANAGEMENT MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE MANAGEMENT MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

## 1.8 LATE RENT, ACCOUNT BALANCES, AND RETURNED CHECKS

Every month, you must pay your rent on or before the 1st day of each month with <<Grace Period Days>> of grace period. The following late fees will apply for payments made after the grace period:

Late fee: <<Late Fee Rule>>

A late fee will be assessed to any balance due by the end of the grace period.

In the event any check given by Resident to Management is returned by the bank unpaid, Resident agrees to pay to Management **\$60.00 as a returned check fee**. This charge will be waived if the bank verifies, in writing, the check was returned due to their error. Any returned check must be redeemed by cashier's check, certified check or money order. In the event more than one check is returned, Resident herewith agrees to pay all future rents and charges in the form of cashier's check, certified check or money order.

## 1.9 INSURANCE

For the duration of the Lease Agreement, Resident is required to maintain and provide the following minimum required insurance coverage:

\$100,000 Limit of Liability for Resident's legal liability for damage to the property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Resident is required to furnish Management with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Resident does not have Required Insurance, Resident is in breach of the Lease Agreement and Management shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain Required Insurance from an insurance agent or insurance company of Resident's choice. If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Resident does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Management, who may schedule

the Resident's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Management for the LRRL coverage shall be charged to Resident by the Management. Some important points of this coverage, which Resident should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Management is the Insured under the LRRL. Resident is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renters insurance. Management makes no representation that LRRL covers the Resident's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The total cost to the Resident for the LRRL coverage shall be nine dollars and fifty cents Dollars (\$9.50) per month.
6. An administration fee of three dollars (\$3.00) will be charged in addition to the monthly coverage cost.

Scheduling under the LRRL policy is not mandatory and Resident may purchase Required Insurance from an insurance agent or insurance company of Resident's choice at any time and coverage under the LRRL policy will be terminated by the Management.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies and Procedures

### 2.1 MOVE OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Agreement. In such notice, you will include your forwarding address.

#### **Cleaning**

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

#### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

#### **Deposit Refund**

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Agreement termination and delivery of possession to us.

### 2.2 EARLY RELEASE

Resident may be released from the obligation to pay the rents contained herein, before the expiration of the initial term or any extensions by:

- Giving Management a minimum of sixty (60) days notice,
- Forfeiting security deposit and paying a \$2000 penalty,
- Returning Property in a clean, undamaged ready-to-rent condition, with proof of professional carpet cleaning.
  - If Property is not returned in a clean, undamaged ready-to-rent condition, the following fees will be owed.
    - Yard Clean Up \$200-\$400
    - Carpet Cleaning \$250
    - Painting \$400-\$1000
    - General Repairs (light bulbs, smoke detectors, etc.) \$200-\$350

OR

- 60-day notice and purchasing a home through Noelco, Inc DBA Orlando Homes and Investments and Returning the Property in a clean, undamaged ready-to-rent condition.

## 2.3 COMMUNITY POLICIES OR RULES

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You and all guests and occupants must comply with any written community rules and policies, including conditions set by the homeowners' association. Any rules are considered part of this Agreement. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

## 2.4 RESIDENT SAFETY AND PROPERTY LOSS

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You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Agreement.

### **Casualty Loss**

Management is not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, hurricane, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

### **Smoke Detectors**

Resident acknowledges the presence of a working smoke detector in the premises, and agrees to test the detector weekly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. Resident further acknowledges that he/she understands how to test and operate the smoke detector in this Property. Resident also agrees to repair or replace any inoperative smoke detector immediately should it fail to operate properly during any test.

### **Safety and Crime Free**

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact Management. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## 2.5 KEYS, LOCKS, & BURGLAR ALARMS

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Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of Management. If the addition or changing of such lock is permitted, it is mandatory that Resident shall immediately provide Management with keys to such locks. Resident is prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Property without written permission of Management. If the installation or changing of such burglar alarm is permitted, it is mandatory that Resident shall immediately provide Management with all codes to such burglar alarm. Resident agrees that Management is not liable for any unauthorized entry into dwelling of any kind whatsoever.

## 2.6 PARKING

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You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. Any such non-operative vehicle may be removed by Management at the expense of Resident.

## 2.7 PETS

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**NO PETS WILL BE PERMITTED WITHOUT EXPRESS PERMISSION IN WRITING FROM THE MANAGEMENT OR MANAGEMENT COMPANY, see Pet Addendum.**

You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Agreement. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Agreement. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

## 2.8 APPLIANCES

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All appliances of any kind including air conditioners are specifically excluded from this Agreement. Such appliances remain as a convenience to Resident and Management assumes no responsibility for their operation. No part of the monthly rent is attributable to them. Any appliance on premises at the signing of this Agreement shall be returned by Resident upon move-out in the same condition as at the signing of this Agreement. Resident shall be responsible for regular maintenance on all appliances. Management assumes all responsibility for any capital improvement or replacement of the appliances and/or air-conditioning not caused by Resident. Washer and Dryer are hereby excluded.

## 2.9 ALTERATIONS

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Resident shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Property without prior written permission of Management. Resident agrees that all alterations including, without limitation, any items affixed to the Property, shall become the property of Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.

## 2.10 OTHER

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- **Telephones:** Resident must supply Management with home and work telephone numbers immediately and agrees to immediately notify Management of any change of numbers during the term of this Agreement. A landline might be needed in order to gain access in some gated neighborhoods.
- **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk, shall be stored on the Property. Any storage shall be at Resident's risk and expense; Management shall not be responsible for any loss or damage.
- **Walls:** No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of the Property.
- **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE:** *Resident agrees to keep the Property in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates.*
- **Pest control:** Resident agrees and is responsible to provide pest control after the first 30 days of occupancy by Resident, as needed. Any infestation shall constitute a default of this Agreement.
- **Furnace (A/C) maintenance:** **Resident shall change furnace filter(s) monthly during the heating/cooling season. Resident shall be responsible to keep the drain line open and shall be responsible for ANY damage that may result from failing to do so.**
- **Kerosene Heaters and Appliances:** Resident agrees not to use any form of Kerosene space heater in the dwelling.
- **Water beds:** Resident shall not have or keep any water bed in the dwelling without prior written permission of Management. A condition of approval is a waterbed insurance policy paid by Resident with Management listed as loss payee.
- **Septic:** If residence has septic tank, resident shall not abuse system; do not deposit tobacco, coffee grounds or unnecessary food or other wastes or materials, including diapers and sanitary napkins, down sinks or commodes. Resident shall regularly add septic tank treatment, available at home supply stores, to the system to keep it operating properly and efficiently. Resident is prohibited from adding a garbage disposal to any house, which has a septic system.

By initialing below, you acknowledge and agree to the terms in Section 2.

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# 3. Responsibilities

## 3.1 CONDITION OF PREMISES AND ALTERATIONS

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Resident accepts Property in its present "AS-IS" as of today condition and acknowledges that Resident has received a list of any existing damages to Property, been given the right to inspect same, and has approved said list except as previously specified in writing to Management. Resident acknowledges receipt of the "Move-In Inspection Form" and accepts the responsibility to complete said form within three (3) business days of taking possession and return a completed, signed copy to Management. Failure to do so shall be Resident's acknowledgment that Property is in perfect condition in every particular and that any damages, including breakage, burns and wear or otherwise not shown shall be Resident's responsibility and expense.

## 3.2 UTILITIES

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Resident is responsible for payment of all utilities, to include water, sewage, garbage collection, cable TV, electricity, gas, local telephone service; even if the bills remain in Management's name. Failing to pay the utility bills will be interpreted as a default and a violation of this Agreement. Any installation costs are the responsibility of Resident. Any wall jacks, telephone or cable installation shall remain with the Property. Resident hereby agrees that Management will discontinue utility services in Management name at any time after Resident has taken possession of the home without recourse.

### 3.3 REQUESTS, REPAIRS, MALFUNCTIONS

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Resident acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Resident shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner, including all equipment and appliances therein and shall surrender the same, at the termination hereof, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for damages caused by his negligence and that of his family or invitees and guests

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Agreement. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Agreement to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

Resident will be responsible for any service calls initiated by Resident and responded to by Management that turn out to be unwarranted or are due to Resident neglect of the property or improper usage of the item for which such call has been made. Management will absorb the cost of any service call for items covert in this agreement that are Management's responsibility. All service calls need to be in writing via Tenant Portal.

### 3.4 RIGHT OF ENTRY AND INSPECTIONS

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Management may enter the Property with a 24-hour notice to Resident for inspection and maintenance during reasonable hours. Management shall attempt to notify Resident of the need for access per email, text message, or Tenant Portal. If locks have been changed without providing Management with a key, Management may forcibly enter without being liable for damage or unlawful entry. In case of emergency, Management may enter at any time. During the last sixty (60) days of occupancy, or upon notification of intent to vacate, Management may place a sign on the Property and/or may install a lock-box and show the Property during reasonable hours. Management will attempt to notify Resident, but has no obligation to do so.

### 3.5 FIRE

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If the Property is made uninhabitable by fire or other casualty, not the fault of Resident, this Agreement shall be voidable by either party.

### 3.6 LEAD, ASBESTOS, MOLD AND/OR RADON

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If Property was constructed prior to 1980 it may contain lead and/or asbestos containing materials. Resident may have Property tested for lead, asbestos, mold and/or radon levels prior to occupancy. Should Resident determine that the levels of lead, asbestos, mold and/or radon are unacceptable to Resident, Resident may void this Agreement prior to taking possession of Property, but not later than three (3) days after entering into this Agreement with Management. Resident herewith acknowledges receipt of the Federal Pamphlet *Protect Your Family From Lead in Your Home* and the Lessor's disclosure form attached hereto and made a part hereof by reference.

- Resident and/or Management reserves the right to terminate the tenancy and Resident(s) agree to vacate the premises in the event Management and/or management agents in its sole judgement feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Resident(s) or other persons and or Resident(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold profession that Resident is failing to use the air conditioning, and this is causing mold or mildew, Management shall have the right to terminate the lease agreement by giving the Resident no less than 7 Days' Notice and hold Resident responsible for any damages caused by mold or mildew.
- **Radon Gas:** State law requires the following notice to be give: "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."

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 DEFAULT BY RESIDENT

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Should Resident fail to pay any rent or other charges as and when due hereunder, or if Resident abandons the property or fails to perform any of its obligations hereunder, Management, at its option, may terminate all rights of Resident hereunder, unless Resident, within 24 hours after notice thereof, shall cure such default. In the event of a default by Resident, Management may elect to (i) continue this Agreement

and enforce all of Management's rights and remedies hereunder, including the right to recover the rent as it comes due, or (ii) at any time, terminate all of Resident's rights hereunder and recover from Resident all damages Management may incur by reason of the breach of this Agreement, including the cost of recovering the Property, and including the worth at the time of termination, or at the time of an award should a suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Resident proves could be reasonably avoided.

#### **Holdover**

Should the Resident hold over on the Property after expiration of the term of this Agreement and with the consent of Management, the possession shall not be construed as a renewal for the same term, but shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable, and Rental Rate shall be charged at a rate \$200 per month higher than the Rental Rate in section 1.4 of this Agreement. There shall be no renewal of this Agreement by operation of law.

#### **Other Remedies**

If your rent is delinquent, you immediately forfeit all rights to occupy the Property any longer, and if you have not vacated the unit by the date specified in the Agreement termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the Property constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Agreement termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

### **4.2 ABANDONMENT**

Anytime the Property is left unoccupied for more than seven (7) days while rent remains unpaid without notice to Management, Management may consider the Property abandoned. Management may, at its option, declare this Agreement forfeited and re-rent said premises without any liability whatsoever. Resident shall be obligated to pay based on the balance of the rental agreement or the early termination requirement, whichever is greater. Management shall also have the right to remove, store or dispose of any of Resident's personal property remaining on the premises after the termination of this agreement. Any such personal property shall be considered Management's property, and title thereto shall vest in Management.

### **4.3 EVICTION**

This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with applicable state law. Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the Parties, then Management shall automatically and immediately have the right to assert all legal and contractual remedies to enforce this Agreement and, without limitation to any other remedy, may take out a Dispossessory Warrant and have Resident and any other occupants and all possessions evicted and removed from Property. Should Resident answer said Dispossessory Warrant, Resident hereby agrees to pay into the registry of the trial court all monies contained on said Dispossessory Warrant plus all rents due through the court date. Management then has the option to continue the case in court or to notify the trial court and the Resident to have the case submitted to confidential mediation in accordance with the rules, procedures, and protocols for mediation of disputes of applicable state law then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the Parties agree to submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the rules, procedures, and protocols for arbitration of disputes of applicable state law then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the Parties, that all expenses of such mediation and arbitration shall be borne by the losing Party and that any judgment upon the award rendered may be entered into any court of competent jurisdiction. Whenever, under the terms hereof, Management is entitled to possession of the Property, Resident will surrender same to Management in as good condition as at present, ordinary use and wear excepted, and Resident will remove all of Resident's effects there from, and Management may forthwith re-enter Property and repossess thereof and remove all persons and effects there from using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Resident is hereby advised that if such action is necessary, a judgment may be rendered against Resident for full damages including rent, eviction costs, and any additional costs. Resident shall also be responsible for the early termination fees as contained in paragraph 7 of this Agreement. If said costs are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with said costs of collection being the responsibility of Resident.

### **4.4 FAILURE OF MANAGEMENT TO ACT**

Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of rent be deemed a waiver of Management's right to full amount.

### **4.5 REMEDIES CUMULATIVE**

All remedies under this Agreement or by law or equity shall be cumulative. In the event that either Management or Resident brings legal action to enforce the terms hereof or relating to the rental Property, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.

#### 4.6 NO ESTATE IN LAND

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This Agreement shall create the relationship of Management and Resident between Management and Resident; no estate shall pass out of Management; Resident has only a usufruct and not an estate for years.

#### 4.7 MORTGAGEE'S RIGHTS

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Resident's rights under this Agreement shall be subject to any bonafide mortgage or deed to secure debt, which is now or shall hereafter be placed on Property.

#### 4.8 MANAGEMENT'S PERMISSION OR CONSENT

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If any provision of this Agreement requires the written permission or consent of Management as a condition to any act of Resident, such written permission or consent may be granted or withheld in the sole discretion of Management and/or may contain such conditions as Management deems appropriate and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Management to Resident may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon written notice to Resident.

#### 4.9 NOTICES

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Any notice required by this Agreement, except as otherwise set forth shall be in writing and shall be deemed to be given if delivered personally, posted to the property, or mailed via first class mail.

- If to Resident, to the Property or the last known address of Resident;
- If to Management, to the address as contained in section 1.1.

#### 4.10 ACCURACY AND RESPONSIBILITY

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Management has relied upon the information contained in Resident's application to enter into this Agreement. Resident warrants that their rental application is true, complete and accurate. Resident agrees that if he/she has falsified any statement in the rental application, Management has the right to terminate this Rental Agreement immediately. Resident further agrees in the event Management exercises its option to terminate this Rental Agreement, he/she will remove him/herself, family and possessions from the Property within 5 days of notification by Management. Resident further agrees to indemnify Management for any damages to Property including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the performance fee and prepaid rents which shall be forfeited as fair and just liquidated damages.

#### 4.11 INDEMNIFICATION

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Management shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the Property, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Management, his agents, or his employees. Resident does hereby indemnify, release, and save harmless Management and Management agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the use of this Property and premises.

#### 4.12 SEVERABILITY

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In the event that any part of this Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

#### 4.13 GENDER

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All references to Resident herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context of this Agreement may require.

#### 4.14 AGREEMENT

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

**ENTIRE AGREEMENT:** This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.



**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written. If this Agreement is not signed by all the Residents named herein and/or on rental application, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

#### 4.15 DRUG/CRIME FREE ADDENDUM

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**In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:**

Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.

Resident, any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on, near or within sight of the premises.

Resident or member of the household **will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

**Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.**

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

# 5. Sign and Accept

## 5.1 ACCEPTANCE OF LEASE

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

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed