

AGREEMENT TO WAIVE PROFESSIONAL LAWN SERVICE

Under both Florida law (F.S. 83.52) and the Rental Agreement your responsibility as a tenant is to maintain the condition of a rental property at all times. By waiving professional lawn service, you are accepting the responsibilities that come with maintaining the lawn. You also shoulder the liabilities and the possibility of a claim on your security deposit in the event of damage to the lawn.

Things to consider by waiving lawn maintenance:

- You will be responsible for the condition and maintenance of the lawn. You will be responsible for watering the lawn on a regular basis as stipulated by government regulations.
- The average cost to re-sod a lawn is \$1,600. And the average cost to water the new sod can be several hundred dollars.
- You may be subject to an administrative fee as high as \$250.00 for failing to properly maintain the lawn.
- You will be responsible for any damage caused by an unlicensed and/or uninsured vendor.
- You will be responsible for HOA violations and payment of fines for failure to maintain the law. You may be subject to administrative fees if you receive an HOA violation.

By signing this document, I/We am agreeing to waive professional lawn service and will take full responsibility of all costs associated with the upkeep, maintenance, and any damage of the lawn, landscaping, and irrigation systems.

Rental address: _____

Tenant

Date

Tenant

Date

AGREEMENT TO WAIVE PROFESSIONAL POOL/SPA SERVICE

Under both Florida law (F.S. 83.52) and the Rental Agreement your responsibility as a tenant is to maintain the condition of a rental property at all times. By waiving professional pool/spa service, you are accepting the responsibilities that come with maintaining the pool/spa. You also shoulder the liabilities and the possibility of a claim on your security deposit in the event of damage to the pool/spa.

Things to consider by waiving pool/spa service:

- You will be responsible for condition and maintenance of the pool/spa. You will be responsible for performing all weekly and continuing maintenance to keep the pool/spa clean and to prevent system failures.
- You will be responsible for payment of all repair and/or replacement costs for pool/spa equipment if any damage is the result of abuse or neglect.
- You will be responsible to purchase all maintenance and treatment chemicals for the pool/spa, and purchase of all equipment associated with maintenance and treatment of the pool/spa.
- Pool/spa pumps cost may range between \$300-\$700 or more, plus installation charges.
- Deep cleaning of a pool/spa may range as high as \$750 or more.
- You may be subject to an administrative fee as high as \$250 for failing to properly maintain the pool/spa.
- You will be responsible for any damage caused by an unlicensed and/or uninsured vendor.
- You will be responsible for HOA violations and payment of fines for failure to maintain the pool/spa. You may be subject to administrative fees if you receive an HOA violation.

By signing this document, I am agreeing to waive professional pool/spa service and I am agreeing to take full responsibility of all costs associated with the upkeep, maintenance, and any damage of the pool/spa systems.

Rental address: _____

Tenant

Date

Tenant

Date

EARLY TERMINATION DISCLOSURE

THIS DISCLOSURE IS AGREED TO BY TENANT AND SHALL BE MADE PART OF THE RENTAL AGREEMENT FOR THE PREMISES LOCATED AT:

YOU MUST SELECT OPTION 1 OR OPTION 2

as required by FLORIDA LAW (F.S. 83.595)

The TENANT must indicate acceptance of liquidated damages or an early termination fee by signing a separate disclosure to the rental agreement...



To Select OPTION 1

Initial HERE [] [] [] [] []

I TENANT agree, as provided in the Rental Agreement, to pay \$_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee (the "Early Termination Fee") if I elect to terminate the Rental Agreement, and the Owner/Manager will then waive the right to seek additional rent beyond the month in which the Owner/Manager retakes possession.



To Select OPTION 2

Initial HERE [] [] [] [] []

I TENANT do not agree to liquidated damages or an early termination fee, and I acknowledge that the Owner/Manager may seek damages as provided by law.

FLORIDA LAW also requires that:

- In addition to liquidated damages or an early termination fee, the Owner/Manager is entitled to the rent and other charges accrued through the end of the month in which the Owner/Manager retakes possession of the dwelling unit and charges for damages to the dwelling unit.
- This Disclosure does not apply if the breach is failure to give notice as provided in Section 83.575, Florida Statutes.

The Early Termination Fee specifically excludes:

- Unpaid rent and other accrued charges through the end of the month in which the Owner/Manager retakes possession of the Premises.
- Charges for damages to the Premises.
- Charges associated with a rental agreement settlement, release, buy-out, or accord and satisfaction agreement.

The Early Termination Fee shall be assessed to TENANT when TENANT elects to terminate the Rental Agreement. 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.

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

DRUG/CRIME FREE ADDENDUM

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

RESIDENTS INITIALS: (_____) (_____) (_____)

FORM PROVIDED BY
LAW OFFICES OF
HEIST, WEISSE, & WOLK, P.A.
1-800-253- 8428

Emergency Contact Form

Property Address: _____

Tenant Name #1 : _____

Emergency Contact #1

Name: _____

Relationship: _____

Home/Cell Number: _____

Work number: _____

Emergency Contact #2

Name: _____

Relationship: _____

Home/Cell Number: _____

Work Number: _____

Please fax or email back to:

**Orlando Realty and Property Management
708 E Colonial Drive, Suite 201
Orlando, FL 32803
p(407)641-5049 f(407)429-3857
orpm@407rentals.com**

Emergency Contact Form

Property Address: _____

Tenant Name #2 : _____

Emergency Contact #1

Name: _____

Relationship: _____

Home/Cell Number: _____

Work number: _____

Emergency Contact #2

Name: _____

Relationship: _____

Home/Cell Number: _____

Work Number: _____

Please fax or email back to:

**Orlando Realty and Property Management
708 E Colonial Drive, Suite 201
Orlando, FL 32803
p(407)641-5049 f(407)429-3857
orpm@407rentals.com**

PET ADDENDUM

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

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

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

DESCRIPTION OF PET(S):

Type _____ Breed _____ Color _____ Name _____

Type _____ Breed _____ Color _____ Name _____

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428
Reference #399734

RENTAL PROPERTY RULES FOR TENANT, LANDLORD, & MANAGER

THESE RENTAL PROPERTY RULES ("RULES") are binding and enforceable upon rental property owner(s) ("LANDLORD"), Property Management Services of Central Florida, Inc. ("MANAGER") and individual(s) who may occupy or reside ("TENANT") in rental property located at the address described in lease agreement ("PROPERTY").

1. These RULES shall apply to both LANDLORD and TENANT upon entering into a rental agreement/lease agreement for PROPERTY and shall continue to apply and be binding upon both LANDLORD and TENANT until such time as rental agreement/lease agreement has expired except as specifically provided herein.
2. Property Management Services of Central Florida, Inc. ("MANAGER") is the property manager for PROPERTY and LANDLORD has authorized MANAGER to act on behalf of LANDLORD in management of the PROPERTY.
3. Monthly Rent is to be paid by TENANT to MANAGER on the first calendar day of each month for term of rental agreement/lease agreement. TENANT shall timely pay all monthly rent payments directly to MANAGER. THERE IS NO GRACE PERIOD FOR RENT PAYMENT.
4. Unless otherwise specified by rental agreement or lease agreement:
 - A. Insufficient Funds charge to TENANT is \$40.00
 - B. Late Rent Charges of \$75.00 after the 1st day of the month and \$5.00 per day thereafter until monthly rent is paid in full. If for any reason whatsoever TENANT fails to pay full amount of monthly rent to MANAGER on the first calendar day of each month, then Late Rent Charges and Insufficient Funds Charge as described shall be immediately due and payable by TENANT to MANAGER as Additional Rent.
 - C. Administrative Fee for posting of notice to TENANT. In the event of a posting of notice to TENANT at PROPERTY by MANAGER, then TENANT shall be charged \$75.00 for each such posting of notice.
 - D. TENANT **may not** at any time independently direct use of Security Deposit to pay any rent or charge due.
 - E. SECURITY DEPOSIT; ADMINISTRATIVE FEE:
 - 1) As described in lease agreement, at the time of execution of any rental agreement/lease agreement a Security Deposit shall be delivered by TENANT to MANAGER and \$150.00 of such amount shall be a non-refundable administration fee payable to MANAGER.
 - 2) TENANT and LANDLORD hereby acknowledge and agree that as described in lease agreement the Security Deposit less the \$150.00 non-refundable administrative fee, shall at all times during term of rental agreement/lease be held pursuant to Section 83.49(1)(a), F.S. in an account exclusively controlled only by and in the name of MANAGER.
 - 3) An additional Pet Application Fee (Subject to Pet Addendum of lease agreement) shall be charged to TENANT and paid to MANAGER.
 - 4) TENANT **may not** at any time independently direct use of Security Deposit to pay any rent or charge due.
 - 5) Name and address of depository where Security Deposit is held: Bank of America, 390 N. Orange Ave., Orlando, FL, 32801
 - F. CONTENTS OF PROPERTY: TENANT is advised that the PROPERTY is rented unfurnished, unless otherwise expressly specified in a rental agreement/lease agreement or on walkthrough document signed by TENANT and MANAGER. PROPERTY includes range/oven, hot water heater, smoke detector, heating and air conditioning equipment as applicable. For a complete list of PROPERTY contents please refer to the MOVE IN/MOVE OUT document.
 - G. NO PETS will be kept for any period of time at the PROPERTY unless specifically authorized in writing by LANDLORD. TENANT must sign and pay all sums as described and required in PET ADDENDUM attached to lease agreement. NO PETS will be allowed unless and until such time as LANDLORD has accepted and signed said PET ADDENDUM. TENANT will be charged a non-refundable \$350.00 fee per unauthorized pet.
 - H. NON-SMOKING PROPERTY. SMOKING IS NOT PERMITTED INSIDE THE PROPERTY.
5. LEGAL MAJORITY. Each TENANT acknowledges that by the execution of the rental agreement, that such TENANT is of legal majority. If TENANT is not of legal majority the rental agreement/lease agreement must be signed by a legal guardian, who, by affixing his or her seal, covenants and agrees to be held jointly and severally liable with TENANT for all the terms and conditions contained herein. Each TENANT who executes the rental agreement/lease agreement constitutes and appoints each other adult TENANT as his agent for acceptance of all notices.

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

6. RENTAL OF PROPERTY TO TENANT. As long as rent is paid by TENANT and all terms of the rental agreement/lease agreement and all RULES are followed by TENANT the LANDLORD will rent the PROPERTY to the TENANT.

- A. OCCUPANTS. The PROPERTY shall be occupied only by those adults whose signatures appear on the rental agreement/lease agreement and by no others. EACH ADULT TENANT MUST SIGN THE RENTAL AGREEMENT/LEASE AGREEMENT AND THESE RULES.
- B. TIME OF OCCUPANCY. TENANT SHALL NOT TAKE POSSESSION OF THE PROPERTY UNTIL 4:00 PM ON THE COMMENCEMENT DATE OF THE RENTAL AGREEMENT/LEASE AGREEMENT.
- C. "AS-IS" CONDITION OF PROPERTY. TENANT shall notify MANAGER in writing prior to occupancy or moving in any personal property of any items that are in need of repair or which shall not be considered as damage caused by TENANT. If TENANT fails to so notify the MANAGER, the PROPERTY shall be deemed accepted by TENANT as fully habitable and in good condition and repair. TENANT acknowledges TENANT was provided a reasonable opportunity to inspect the PROPERTY and accepted PROPERTY in AS-IS condition without change or adjustment or modification of any kind whatsoever.
- D. DELIVERY OF POSSESSION. If TENANT shall be unable to enter into and occupy the PROPERTY at the time provided for in rental agreement/lease agreement because MANAGER has determined in the sole and exclusive judgment of MANAGER that the PROPERTY are not ready for occupancy; or because of the holding over of any previous TENANT; or as a result of any cause or reason beyond the direct control of the LANDLORD/MANAGER, LANDLORD/MANAGER shall not be liable in damages to the TENANT therefore, but during period TENANT is unable to occupy PROPERTY, rent shall be abated. TENANT shall move in immediately and rent abatement shall cease when in the sole and exclusive judgment of MANAGER the PROPERTY is ready for occupancy by TENANT.
- E. ASSIGNMENT OR SUBLETTING. TENANT agrees that TENANT shall not allow any person to share the PROPERTY unless the person has submitted application to MANAGER, received MANAGER approval, nor shall TENANT keep roomers or borders, nor assign, sublet, or transfer the rental agreement/lease or the PROPERTY, or any part thereof without the MANAGER'S prior written consent. Any roomer, boarder, assignee or sublease must be approved by the MANAGER, and such written consent or approval by MANAGER shall be a prerequisite for the validity of, but in no way shall affect or relieve the TENANT of TENANT'S obligations arising under the rental agreement/lease agreement or the laws of the State of Florida.
- F. USE OF PROPERTY. TENANT shall not use the PROPERTY for any purpose other than as a private residential dwelling. Pursuant to Section 83.52, Florida Statutes TENANT further agrees not to use, nor permit the PROPERTY (or any portion of the PROPERTY) to be used for any illegal, immoral or improper purposes, not to permit any disturbance, noise or annoyance whatsoever detrimental to the comfort and peace of any of the inhabitants of the building or adjoining property owners. TENANT shall not store or keep grills, bicycles, above ground pools, plants, furniture or other items of any type on balconies, porches, or anywhere except inside the PROPERTY, unless written authorization received from MANAGER. Aquariums and Trampolines are NOT permitted. If TENANT desires to use a flotation bedding system (i.e. a water bed) in the PROPERTY, TENANT shall be required to (i) comply with all applicable building codes regarding the use of the same, and (ii) obtain and carry in the TENANT'S name (and at TENANT'S sole cost and expense) flotation insurance as is standard in the industry in an amount deemed reasonable to protect the TENANT and LANDLORD against personal injury and PROPERTY damage to the PROPERTY. In any case, the policy shall carry a loss payable clause to the LANDLORD. If TENANT fails to comply with the foregoing requirements regarding flotation bedding systems, then TENANT shall be prohibited from having a flotation bedding system in the PROPERTY.
- G. COMMUNITY CODE. (If applicable) The community code and/or Association rules (the "Community Code") and the provisions and conditions of the Community Code apply to the TENANT, who agrees to abide by all provisions and conditions of the Community Code. The provisions of the Community Code can be modified by the Association or other applicable third party. Each violation of Community Code by TENANT shall subject TENANT to a \$75.00 charge for administrative processing payable to MANAGER. Any charges, fines or assessments levied as a result of TENANT'S breach or actions shall become additional rent to be paid by TENANT to MANAGER within ten (10) days of notice to TENANT.
- H. PARKING. No commercial vehicles allowed. No street parking allowed. Parking on the PROPERTY's lawn is never permitted. If a community assigns parking spot(s), those spot number(s) for this unit are: _____. TENANT parks vehicles at PROPERTY at the TENANT's complete and sole risk. LANDLORD / MANAGER is not responsible for any damage to any vehicle of TENANT or TENANT's guests.
- I. NO PETS. No pets will be kept for any period of time at the PROPERTY unless specifically consented to in writing by LANDLORD, and TENANT having signed and paid all sums as described and required in PET ADDENDUM attached to rental agreement/lease agreement, and LANDLORD having accepted said PET ADDENDUM. Additionally, TENANT shall comply with all rules and regulations pertaining to the keeping of pets contained in the published Community Code (if applicable). If the TENANT obtains a pet without the permission of LANDLORD, LANDLORD shall be entitled to deduct \$350.00 per pet from the Security Deposit as a non-refundable pet fee.

TENANT
Initial Here

TENANT
Initial Here

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

- J. UTILITIES AND SERVICES. TENANT is responsible for all utilities, including, but not limited to, water, gas electric, telephone. TENANT is responsible for arranging and paying any and all cable TV, alarm monitoring, and high speed internet. Subject only to provisions set forth in rental agreement/lease agreement, the TENANT shall be responsible for arranging and paying for lawn services, pool services, and pest control services.
- K. DAMAGE TO PERSONAL PROPERTY OF TENANT. Any property of any kind belonging to the TENANT which shall be brought upon the PROPERTY grounds shall be at the complete and sole risk of the TENANT, and it shall be the sole responsibility of the TENANT to obtain the necessary insurance to protect such PROPERTY. Anything to the contrary notwithstanding, LANDLORD/MANAGER shall not be responsible for any loss or damage to such personal property, including, but not limited to, the contents in the PROPERTY, caused by theft, fire, or other casualty. TENANT is advised to purchase and maintain renters insurance from an insurance company of TENANT'S choosing.
- L. STATUTORY AND CONTRACTUAL LIEN. All personal PROPERTY on the PROPERTY, including but not limited to furniture, televisions, stereos, tables and shelves are subject to a lien and security interest under Chapter 679, Florida Statutes, to secure delinquent rent and any damages resulting from TENANT'S breach of the Rental Agreement. Such PROPERTY is further subject to the lien as provided in Section 713.691, Florida Statutes, for accrued rent. LANDLORD shall have all rights provided under Chapter 679, Florida Statutes including the right to take possession of the personal PROPERTY upon TENANT'S breach, and also all rights under Chapter 85, Florida Statutes, regarding enforcement of the statutory lien.
- M. CONTROL OF PROPERTY. TENANT assumes control and responsibility of the PROPERTY and covenants that if TENANT has reason to believe that there is any defect in the PROPERTY, that TENANT will immediately notify MANAGER in writing of the defect. In particular, but without limiting the foregoing, TENANT has inspected all locks, latches, windows and doors and agrees they are safe and acceptable. TENANT without reservation or limit hereby accepts PROPERTY in AS-IS condition without change or adjustment or modification of any kind whatsoever. TENANT shall not change any locks nor put in place additional locks unless TENANT at TENANT'S expense has delivered to MANAGER a key to same within not less than one calendar day of such change or addition. If at any time during term of rental agreement/lease agreement MANAGER does not have a working key for any and all locks to PROPERTY, then MANAGER without any prior notification to TENANT, and at TENANT'S expense, may replace or change any and all such locks so as to assure MANAGER full access to PROPERTY. In such event MANAGER shall supply TENANT with two keys to changed locks. Any additional keys are the sole responsibility and expense of TENANT.
- N. NO ALTERATIONS BY THE TENANT PERMITTED. TENANT shall make no alterations or additions in or to the PROPERTY without the written consent of MANAGER (i.e., proposed color TENANT wishes to paint the PROPERTY, wallpapering, and the like). Any alterations or additions that are considered non-permanent (i.e., change of drapes, wall ornaments, and the like) shall be altered to the original state prior to vacancy of the TENANT. Any alterations or additions that are considered to be permanent shall become PROPERTY to the LANDLORD and may not be removed by the TENANT at the expiration of the rental agreement/lease agreement without the written consent of LANDLORD.
- O. RIGHT TO ACCESS. Pursuant to Section 83.53, Florida Statutes TENANT acknowledges, agrees, and consents that MANAGER shall have the right at all reasonable times with reasonable notice to enter the PROPERTY in order to show PROPERTY to prospective renters or purchasers, to make inspections, to perform necessary maintenance or repairs, and for the benefit or welfare of the PROPERTY as provided under Florida law. MANAGER reserves the right to place a lockbox on the front door or on other location of MANAGER'S choosing in order to show PROPERTY to prospective buyers or renters or to provide access to vendors. MANAGER shall have the right to post advertising and begin showing the PROPERTY to potential renters sixty (60) days prior to the date of termination of the rental agreement/lease agreement. "Reasonable notice" from MANAGER for the purposes described herein is notice given by posting, or by mail, or by electronic mail at least 12 hours prior to the entry. Should TENANT fail to allow MANAGER access as described herein by means of denial, or obstruction, or changing of locks, or any other means, then TENANT shall pay a \$75.00 administrative fee for each such instance.
- P. 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.**
7. RENTAL AGREEMENT/LEASE AGREEMENT AUTOMATIC RENEWAL. If the rental agreement/lease agreement shall automatically renew then LANDLORD/MANAGER and TENANT must give the other party written notice of non-renewal (hereinafter Notice of Non-renewal) less than sixty (60) days prior to the end of any such rental agreement/lease agreement term. Notice of Non-renewal from either LANDLORD/MANAGER or TENANT must be made by certified prepaid U.S. mail to the address for the other party as set forth in the rental agreement/lease agreement and shall be deemed delivered when so placed in the mail. Any other means of notice of non-renewal of the rental agreement/lease agreement, including but not limited to electronic mail, facsimile, hand delivery, or verbal is insufficient and not effective under all circumstances. Termination of the rental agreement/lease agreement and the Termination Date of any renewal rental agreement/lease agreements shall occur on

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

the last day of the then rental agreement/lease agreement term. **The rental agreement/lease agreement may not be terminated earlier than provided herein or as specifically provided in the rental agreement/lease agreement.** On the Termination Date of the rental agreement/lease agreement or upon non-renewal as herein provided, TENANT must surrender possession and move out of the PROPERTY by the Termination Date of the rental agreement. A month-to-month tenancy will not be permitted except solely and exclusively at the option of LANDLORD/MANAGER as provided herein.

- A. RENT ESCALATION AUTOMATIC UPON RENEWAL. The rent shall increase on each yearly anniversary of the Commencement Date in the amount of \$25.00 per month. If solely and exclusively at the option of LANDLORD/MANAGER, TENANT is granted an extension or renewal of rental agreement/lease agreement at any length less than 275 days, or a month to month lease, the rent shall be increased by not less than \$100.00 per month or other amount as shall be required by LANDLORD/MANAGER. Should TENANT holds over and continue in possession of the PROPERTY or any part thereof after the Termination Date of the rental agreement/lease agreement without the written permission of the LANDLORD/MANAGER, the LANDLORD/MANAGER may recover possession of the dwelling unit in the manner provided by Florida law. Further, as provided by Florida law, the LANDLORD/ MANAGER may also recover **double the amount of rent due** on the PROPERTY, or any part thereof, for the period during which the TENANT refuses to surrender possession.
 - B. If TENANT delivers Notice of Non-renewal to LANDLORD/MANAGER, but then subsequently desires to enter into a new rental agreement/lease agreement for the PROPERTY for any duration, TENANT, as a condition to entering into such a new rental agreement, agrees to pay MANAGER the amount of \$250.00 for MANAGER'S costs of advertising. If MANAGER has already located another tenant for the PROPERTY, MANAGER may reject TENANT'S request to enter into a new rental agreement/lease agreement or, if MANAGER agrees to relet the PROPERTY to TENANT, MANAGER may require TENANT to pay MANAGER a fee equal one (1) months rent to cover MANAGER'S administrative and other costs and expenses (such amount is a fee and is non-refundable and will not be applied to rent).
8. RENT PAYMENTS. The TENANT agrees to pay to MANAGER rent in equal monthly installments of such amount as is set forth in the rental agreement/lease agreement, and which shall be due and payable on the first of each month without notice or demand. **THERE IS NO GRACE PERIOD FOR PAYMENT OF RENT.**
- A. RENT PAYMENT BY PERSONAL CHECK. MANAGER agrees to accept from TENANT payment of the monthly rent by one (1) personal check made payable to MANAGER which shall be conditional payment subject to clearance by MANAGER'S bank. Payment of monthly rent to LANDLORD or any third party shall constitute a violation of this provision and breach of the rental agreement/lease agreement and shall subject TENANT to all penalties and remedies as described and provided herein, excepting as provided herein.
 - B. INSUFFICIENT FUNDS. In the event TENANT personal check is rejected for insufficient funds or otherwise, MANAGER requires that rent, which shall include all late charges plus the insufficient funds charge, be paid by cashiers check (payment by personal check or money order will not be permitted or accepted). Further, in such event, all future rent and other payments under the rental agreement/lease agreement shall be made by cashiers check only (payment by personal check or money order will not be permitted or accepted). TENANT agrees that any and all insufficient funds (NSF) fees shall be deemed as Additional Rent due. If MANAGER has actual knowledge that TENANT has insufficient funds to cover a personal check for payment of rent, then rent will be considered unpaid, and MANAGER may serve TENANT with a Three Day Notice and will not be required to deposit the check. **Third party checks are not permitted under the rental agreement.**
 - C. LATE CHARGE FEE. TENANT also agrees to pay to MANAGER a late charge fee for any monthly rental payment not paid on or before 11:59 p.m., on the 1st day of the month in which the rental payment is due, and additional per diem late charge fees thereafter until the rental payment and late charge fees are paid in full. Any late payment of rent and late charges must be paid by CASHIERS CHECK (**payment of late rent and late charges by personal check or money order will not be permitted or accepted**). **Late payment of rent charges are \$75.00 after the 1st day of the month and \$5.00 per day thereafter until monthly rent is paid in full.** Any late charge fees and insufficient funds charges as described in the rental agreement/lease agreement shall be Additional Rent.
 - D. ALL RENT PAYMENTS MUST BE PAID DIRECTLY TO MANAGER. **TENANT acknowledges and agrees that TENANT shall timely pay monthly rent directly to MANAGER as required under the rental agreement/lease agreement excepting only in the event TENANT has been otherwise ordered by a court of competent jurisdiction and a copy of such court order has been timely delivered to MANAGER.** This obligation of TENANT to pay all rent payments directly to MANAGER shall be independent of any obligation of LANDLORD to a third party. In the event LANDLORD is in default under any obligation owed to a third party, including but not limited to a Local or State or Federal Government or Government Agency, Public or Private Utility, Supplier, Vendor, Lender, Homeowner Association or Condominium Association, then TENANT shall continue to timely pay all monthly rent directly to MANAGER. TENANT'S payment of monthly rent to any party other than MANAGER for any reason whatsoever, excepting only in the event TENANT has been otherwise ordered by a court of competent jurisdiction, **shall constitute breach of the rental agreement/lease agreement and shall subject TENANT to a penalty fee of \$200.00 per month which shall be payable to MANAGER for each month wherein TENANT fails to pay monthly rent directly to MANAGER and all MANAGER'S costs and**

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expenses associated with enforcement of this provision, including but not limited to all court costs, and all legal fees, and all legal expenses, and all remedies for breach as provided herein. The taking by MANAGER of any payment shall not be a waiver of LANDLORD'S/MANAGER'S right to terminate the rental agreement/lease agreement and to damages unless LANDLORD states in writing that such right is expressly waived.

E. NON-PAYMENT SHALL CONSTITUTE DEFAULT BY TENANT. The obligation of TENANT to pay rent shall be independent of any obligations of LANDLORD or MANAGER under the rental agreement/lease agreement and TENANT shall be in default unless rent, along with any charges as described above, are not timely paid. In the event TENANT is in default under any obligation (whether under the rental agreement/lease agreement or otherwise) owed to LANDLORD/MANAGER and LANDLORD/MANAGER is not under applicable law required to accept any tendered performance by TENANT, the taking by LANDLORD/MANAGER of any payment shall not be a waiver of LANDLORD'S/MANAGER'S right to terminate the rental agreement/lease agreement and to damages unless LANDLORD states in writing that such right is expressly waived.

9. TENANT DEFAULT; LANDLORD'S/MANAGER'S REMEDIES

A. If the TENANT materially fails to comply with Section 83.52, Florida Statutes, or any material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the LANDLORD/MANAGER may:

1) 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 the LANDLORD/MANAGER of a similar violation, deliver a written notice to the TENANT specifying the noncompliance and the LANDLORD'S/MANAGER'S intent to terminate the rental agreement/lease agreement 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 the LANDLORD'S/MANAGER'S or other tenant's PROPERTY by intentional act or a subsequent or continued unreasonable disturbance. In such event, the LANDLORD/MANAGER may terminate the rental agreement, and the TENANT shall have 7 days from the date that the notice is delivered to vacate the PROPERTY. The notice shall be adequate if it is in substantially the form set forth in Section 83.56(2)(a), Florida Statutes.

2) If such noncompliance is of a nature that the TENANT should be given an opportunity to cure it, LANDLORD/MANAGER shall 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, the LANDLORD/MANAGER shall terminate the rental agreement/lease agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the rental agreement/lease agreement or Chapter 83 (Part II), Florida Statutes, such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the PROPERTY clean and sanitary. The notice shall be adequate if it is in substantially the form set forth in Section 83.56(2)(b), Florida Statutes.

B. If TENANT shall fail in the payment of rent, and such failure shall continue three (3) days after the giving of the written three (3) day notice by LANDLORD/MANAGER to TENANT referred to in Section 83.56(3), Florida Statutes, LANDLORD/MANAGER may at LANDLORD'S/MANAGER'S option, either (i) terminate the rental agreement/lease agreement and retake possession of the PROPERTY for LANDLORD'S/MANAGER'S own account, or (ii) retake possession of the PROPERTY for the account of TENANT, who shall remain liable to LANDLORD/MANAGER; and in either event, TENANT shall surrender possession and give up the PROPERTY.

C. If TENANT is absent from the PROPERTY for a period of sixteen (16) consecutive days and, if at the conclusion of said sixteen (16) consecutive days, TENANT is in default in the payment of the Rent, then LANDLORD/MANAGER pursuant to Section 83.59(3)(c), Florida Statutes shall deem TENANT to have abandoned the PROPERTY, and LANDLORD/MANAGER may at MANAGER'S/LANDLORD'S option, either (i) terminate the rental agreement/lease agreement and retake possession of the PROPERTY for LANDLORD/MANAGER own account, or (ii) retake possession of the PROPERTY for the account of TENANT, who shall remain liable to LANDLORD/MANAGER. In either option, LANDLORD/MANAGER may enter upon the PROPERTY and remove any personal PROPERTY of the TENANT and retain it as LANDLORD'S/ MANAGER'S PROPERTY or discard it.

D. The rights under the rental agreement/lease agreement shall be cumulative, and the exercise of any one shall not be an election excluding LANDLORD/MANAGER at any other time from exercising a different or inconsistent remedy.

10. SURRENDER OR ABANDONMENT BY TENANT AND RECOVERY OF PROPERTY BY LANDLORD/MANAGER. By signing the rental agreement/lease agreement, the TENANT agrees that upon surrender or abandonment, as defined in Section 83.59, Florida Statutes, the LANDLORD/MANAGER shall not be liable or responsible for storage or disposition of the TENANT'S personal PROPERTY. ADDITIONALLY, BY SIGNING THE RENTAL AGREEMENT, THE TENANT (TENANT) AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT (PROPERTY) DUE TO THE DEATH OF THE LAST REMAINING TENANT (TENANT), AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES,

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

THE LANDLORD (LANDLORD/MANAGER) SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S (TENANT'S) PERSONAL PROPERTY.

11. VACATING UPON TERMINATION; HOLDING OVER. TENANT agrees that upon the expiration of the rental agreement/lease agreement, or upon the termination of the rental agreement/lease agreement, that TENANT will at once, peaceably surrender and deliver up the whole of the PROPERTY together with all improvements thereon, to MANAGER. TENANT agrees to vacate PROPERTY no later than 10:00 am on last day of the rental agreement/lease agreement. If TENANT holds over and continues in possession of the PROPERTY or any part thereof after the expiration or termination of the rental agreement/lease agreement without the written permission of the MANAGER, the MANAGER may recover possession of the PROPERTY in the manner set forth in Section 83.59, Florida Statutes. The MANAGER may also recover double the amount of rent due on the PROPERTY, or any part thereof, for the period during which the TENANT refuses to surrender possession.

12. SECURITY DEPOSIT

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A. TENANT hereby agrees to deposit with MANAGER a Security Deposit for the full and faithful performance of the terms and conditions of the rental agreement/lease agreement by TENANT. This Security Deposit, less the \$150.00 non-refundable administrative fee paid to MANAGER, shall at all times during term of rental agreement/lease agreement be held pursuant to Section 83.49(1)(a), Florida Statutes in an account exclusively controlled only by and in the name of MANAGER and not by LANDLORD nor any other party. This Security Deposit shall be returned to TENANT if TENANT fully complies with all terms and conditions of the rental agreement/lease agreement. TENANT MAY NOT AT ANY TIME INDEPENDENTLY DIRECT THAT SECURITY DEPOSIT WILL BE USED FOR OR APPLIED TOWARD ANY RENT NOR ANY CHARGE DUE. In the event of a breach by the TENANT of any of the terms and conditions of the rental agreement/lease agreement, the Security Deposit shall be retained by the LANDLORD/MANAGER. Retention of the Security Deposit shall in no way whatsoever preclude, prevent nor limit the LANDLORD/MANAGER from obtaining damages for breach of the rental agreement/lease agreement in any appropriate legal action.

B. TENANT'S Security Deposit shall be held in a non-interest bearing account pursuant to Section 83.49(1)(a), Florida Statutes in the Florida banking institution as described above. Security Deposit shall at all times during term of Rental agreement/lease agreement be held in said account which is exclusively controlled only by and in the name of MANAGER. Security Deposit shall not at any time during term of the rental agreement/lease agreement be transferred to or be held by LANDLORD or any LANDLORD agent or LANDLORD representative other than MANAGER named in herein. TENANT hereby acknowledges and agrees that the foregoing and Section 12.C. below collectively satisfies LANDLORD'S/MANAGER'S obligations under Section 83.49(2), Florida Statutes.

C. NOTICE REGARDING CLAIM ON TENANT'S SECURITY DEPOSIT. The following notice is required pursuant to Sections 83.49(2)(c) and (3), Florida Statutes:

Upon the vacating of the PROPERTY for termination of the rental agreement/lease agreement, if LANDLORD/MANAGER does not intend to impose a claim on the security deposit, LANDLORD/MANAGER shall have fifteen (15) days to return the security deposit or LANDLORD/MANAGER shall have thirty (30) days to give TENANT written notice by certified mail to TENANT'S last known mailing address of LANDLORD/MANAGER'S intention to impose a claim on the security deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

"This is notice of LANDLORD'S/MANAGER'S intention to impose a claim for damages in the amount of \$XXX upon your security deposit, due to XXXXX. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or LANDLORD/MANAGER will be authorized to deduct LANDLORD'S/MANAGER'S claim from your security deposit. Your objection must be sent to (Insert LANDLORD/MANAGER'S Address)."

If LANDLORD/MANAGER fails to give the required notice within the 30 day period, LANDLORD/MANAGER forfeits the right to impose a claim upon the Deposit.

Unless TENANT objects to the imposition of LANDLORD'S/MANAGER'S claim or the amount thereof within fifteen (15) days after receipt of LANDLORD'S/MANAGER'S notice of intention to impose a claim, LANDLORD/MANAGER may then deduct the amount of LANDLORD'S/MANAGER'S claim and shall remit the balance of the security deposit (if any) to TENANT within thirty (30) days after the date of the notice of intention to impose a claim for damages.

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 costs plus a reasonable fee for his or her attorneys. The court shall advance the cause on the calendar.

Compliance with this subsection 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 deposit held pursuant to a rental agreement/lease agreement or other landlord-

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tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provision in Chapter 475, Florida Statutes, and in other sections of the 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 set forth in Section 475.25(1)(d), Florida Statutes.

D. CONDITIONS REQUIRED FOR RETURN OF SECURITY DEPOSIT TO TENANT. Return of the Security Deposit to TENANT is conditional upon the TENANT fulfilling all of the following:

- 1) Full term of the rental agreement/lease agreement has expired and TENANT has fully complied with all provisions of the rental agreement/lease agreement.
- 2) Written notice of the TENANT'S intent to vacate the PROPERTY and Notice of Non-renewal of the rental agreement/lease agreement is delivered to MANAGER via certified U.S. mail not less than a full sixty (60) days prior to Termination Date of the rental agreement/lease agreement.
- 3) No damage to the PROPERTY, or its contents, beyond normal wear and tear. It is hereby agreed by TENANT that any damage to the PROPERTY caused by or attributable to pets shall be considered damage beyond ordinary wear and tear. This includes but is not limited to scratches or staining or discoloration or other damage to wood flooring or baseboards or doors or door frame or walls or screens, staining or discoloration or other damage to carpet or carpet padding or other flooring, caused by or attributable to pets.
- 4) Entire PROPERTY, including kitchen appliances, bathrooms, closets and cabinets are clean and sanitary, all debris and trash removed and placed in proper containers, and all hard surfaced floors cleaned. All carpets must be professionally cleaned (use of a machine from a store like Home Depot is not permitted) after the TENANT moves TENANT'S personal PROPERTY out of the PROPERTY and prior to the final walkthrough performed by MANAGER such that the carpets in the PROPERTY are clean at the time of the walkthrough. The receipt of the professional carpet cleaning must be turned in at the time of delivery of the key to the MANAGER'S office. Failure to submit this receipt may result in an additional professional carpet cleaning at the MANAGER'S discretion.
- 5) No unpaid late charges or contraband pet charges or delinquent rents due and payable.
- 6) Forwarding address left with MANAGER. One (1) key must be delivered to MANAGER. All other keys, openers, access devices, etc. are to be left in the PROPERTY in a kitchen drawer.
- 7) TENANT has occupied the PROPERTY for the entire term of rental agreement/lease agreement.
- 8) If the above conditions are not complied with, a claim will be imposed to cover the cost and materials for cleaning, for repairs, and replacements as well as administrative expenses.
- 9) If the PROPERTY is not vacated and possession delivered to MANAGER by 10:00 am on the date of termination of the rental agreement/lease agreement, including, but not limited to, TENANT'S delivery to MANAGER of a receipt from a professional carpet cleaner and return of all keys, openers, access devices, etc. to MANAGER as required herein, MANAGER shall have the right to charge TENANT as follows: (i) \$75.00 for each unreturned key, opener, access device, etc.; (ii) \$250.00 fee for failure to timely vacate and deliver possession of the PROPERTY to MANAGER; (iii) a fee of \$100.00, plus double the daily rental rate (as provided by Florida Statute) for each day TENANT fails to vacate and deliver possession of the PROPERTY to MANAGER.

E. FEE FOR PROCESSING SECURITY DEPOSIT CLAIM. In the event that LANDLORD/MANAGER imposes a claim on the Security Deposit, TENANT agrees that MANAGER shall be entitled to receive a \$150.00 fee out of the Security Deposit for processing and attending to the Security Deposit claim. Such fee shall be in addition to any and all damages that may be claimed for breach of the rental agreement/lease agreement and/or repair and renovation work.

F. CHECK FOR RETURN OF SECURITY DEPOSIT TO TENANTS. Any return of the Security Deposit, or portions thereof, from MANAGER shall be made in a single check payable to all TENANTS jointly. No exceptions shall be made.

13. MAINTENANCE AND REPAIRS. Pursuant to Section 83.51, Florida Statutes TENANT hereby acknowledges and agrees that TENANT is entirely and solely obligated for any and all maintenance and repair to PROPERTY and any and all costs and expenses which may accompany such during the full term of the rental agreement/lease agreement, with the exception of those items described herein the rental agreement/lease agreement as the specific obligation of the LANDLORD. Any item of maintenance or repair not described herein as the specific obligation of the LANDLORD shall be the sole and exclusive obligation and expense of the TENANT.

A. LANDLORD OBLIGATIONS. LANDLORD shall maintain exterior and common facilities of the PROPERTY, excepting maintenance for lawn, shrubbery, irrigation system, and pool which are subject to the provisions set forth herein. LANDLORD will maintain the air-conditioning, heating, and plumbing systems in proper working condition, excepting irrigation system, routine filter changes and routine maintenance by TENANT as described herein below.

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- B. TENANT OBLIGATIONS. Pursuant to Section 83.52, Florida Statutes TENANT at all times during term of the rental agreement/lease agreement shall: Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; Keep all parts of the PROPERTY clean and sanitary; Remove from the PROPERTY all garbage in a clean and sanitary manner; Keep all plumbing fixtures (including drains) in PROPERTY clean and sanitary and in repair; Use and operate in a reasonable manner all electrical, plumbing, irrigation, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators; Not destroy, deface, damage, impair, or remove any part of the PROPERTY or PROPERTY therein belonging to the LANDLORD nor permit any person to do so. Violation of any of the foregoing shall cause TENANT to be in breach of the rental agreement/lease agreement and be subject to forfeiture of Security Deposit.
- C. NECESSARY MAINTENANCE AND REPAIR. In the event that maintenance or repairs become necessary, LANDLORD shall be at liberty to perform the same without in any way affecting or impairing the obligations arising under the rental agreement/lease agreement. Such repairs and maintenance shall be completed as expeditiously as possible. **RENT WILL NOT ABATE DURING PERIODS OF MALFUNCTION. EMERGENCY REPAIR WILL NOT BE CAUSE FOR RENT TO ABATE.** TENANT shall be responsible for the costs of any such maintenance or repairs made necessary by the act, omission, negligence or misconduct of the TENANT, TENANT'S family, guests, or any persons for whom TENANT is legally responsible including the failure of TENANT to change the air conditioning filters at least once per month and all other routine maintenance as is responsibility of TENANT as may be required herein the rental agreement/lease agreement and any Addenda to Rental agreement/lease agreement. TENANT will keep and maintain the PROPERTY in good condition. TENANT will promptly pay for and replace any broken glass, windows, electrical or plumbing fixtures, excessively worn or stained carpet, and other items constituting a part of the PROPERTY with one of the same manner and quality. TENANT shall make or pay for cost of such repairs, after MANAGER notifies TENANT in writing of the necessity of such repairs, shall be deemed additional rent that shall be paid within ten (10) days after such notice is sent by MANAGER. TENANT shall not contact a vendor to perform maintenance or repairs at the PROPERTY without the prior written consent of MANAGER. TENANT will be responsible for all costs and all expenses of any maintenance and repairs performed at the PROPERTY by vendors who have not been consented to by MANAGER.
- D. ITEMS NOT WARRANTED BY LANDLORD. The following items in the PROPERTY are not warranted and will not be repaired or maintained by LANDLORD/MANAGER: the icemaker, garbage disposal, sprinkler heads, irrigation system, intercom or intercom system, solar electric system, solar water heating system, central vacuum system, light bulbs and batteries.
- E. MAINTENANCE AND REPAIR REQUESTS BY TENANT. All maintenance and repair requests must be made in writing (except emergency repairs) by filling out the proper form at the MANAGER'S website. All repairs will take place Monday – Friday (except holidays) between 9 am and 5 pm. All maintenance and repair requests are subject to a \$12.75 administrative coordination fee to be paid by TENANT to MANAGER.
- F. ROUTINE MAINTENANCE BY TENANT. TENANT shall be fully responsible for and agrees to maintain and repair at TENANT'S full expense, the following (subject to LANDLORD'S obligations above): air conditioning filters, air conditioning drain lines, clothes washer, clothes dryer, pest extermination, pest control, lawn, shrubbery, microwave, dish washer, pool, pool alarms, pool enclosures (including screens), all pool equipment (whether pool service is provided by LANDLORD or not), hot tub, spa, water conditioners, water filters, drains, plumbing fixtures, irrigation system, septic system, smoke detectors, doors, door locks, garage doors, fences, gates, windows, window screens, window locks and glass breakage.
- G. LAWN/SOD REPLACEMENT. In the event of TENANT neglect or abuse a replacement of sod or lawn at PROPERTY is made, then TENANT shall be responsible and liable for all costs of sod or lawn replacement, including a \$250 administrative fee to MANAGER and all costs of watering/irrigation for a period of 30 days after sod or lawn replacement.
- H. SMOKE DETECTORS. TENANT must maintain the smoke detectors by replacing batteries and notifying MANAGER in writing of any defects. It is agreed that TENANT will test the smoke detector within one hour after occupancy and inform the MANAGER immediately if smoke detector(s) are not working properly. It is further agreed that TENANT will be responsible for testing smoke detector(s) at least once each week by pushing the push to test button on the smoke detector for about five seconds. TENANT may be charged for repairing or replacing smoke detectors if the MANAGER determines that the smoke detector has been destroyed or tampered with by the TENANT. It is the LANDLORD'S/MANAGER'S desire that the PROPERTY shall have at all times a properly working smoke detector and in the event that smoke detector should fail TENANT is required to notify MANAGER, in writing, by certified prepaid U.S. mail of such failure and MANAGER agrees to replace said smoke detector within ten (10) days of receipt of said notification.

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- I. EMERGENCY REPAIRS. All requests by TENANT for emergency repairs may be made by verbal notification at telephone contact as set forth herein, thereafter TENANT must confirm request in writing within 24 hours after verbal notification by completing the proper form at the MANAGER'S website. Under terms of the rental agreement/lease agreement and Chapter 83 of Florida Statutes (Florida Landlord Tenant Law), emergency repairs shall be deemed as follows:
 - 1) Security issues: broken door and window locks.
 - 2) Major water leaks: broken pipes, or seriously clogged drains.
 - 3) No heat in the PROPERTY.
 - 4) No water in PROPERTY.
 - 5) Sewer or septic backups.
 - 6) Gas leaks or major electrical appliances (refrigerators and ovens).

Notice to TENANT – MALFUNCTION OF AIR CONDITIONING OR WATER HEATER IS NOT AN EMERGENCY AND DOES NOT QUALIFY AS EMERGENCY REPAIR UNDER FLORIDA LAW NOR THE RENTAL AGREEMENT/LEASE AGREEMENT, AND RENT WILL NOT ABATE.

- J. HURRICANES, TROPICAL STORMS, ACTS OF GOD. Neither LANDLORD nor MANAGER shall be required to or responsible for taking any precautionary or other measures to protect TENANT, the PROPERTY, or the contents of the PROPERTY from injury, damage or destruction by reason of any hurricane, tropical storm, tornado, hail, storm, flood, flooding or other act of God.

14. LAWN AND SHRUBBERY MAINTENANCE; POOL SERVICE AND MAINTENANCE. TENANT'S initial shall indicate which option below (OPTION ONE or OPTION TWO) shall apply for the rental agreement/lease agreement. If neither option is initialed then TENANT hereby acknowledges and agrees that OPTION ONE shall apply for the rental agreement/lease agreement.

OPTION ONE – TENANT MAINTAINS LAWN, SHRUBBERY, AND POOL

TENANT initialed here to select **OPTION ONE**

- A. TENANT shall be solely responsible for paying all utilities and other costs and properly and adequately fertilizing, fungus control, insect control and maintaining and watering lawn and shrubbery, and for any damages caused by their negligence or abuse. TENANT shall adequately mow, edge and trim the lawn or hire it to be done. In the event that the TENANT fails to properly and adequately fertilize, control fungus, maintain insect control, or water the lawn and shrubbery, causing it to die or suffer damage, the TENANT shall be fully responsible for the cost of replacement. Failure of the sprinkler or irrigation system (if any) shall not relieve the TENANT of the TENANT'S responsibility to water the lawn and shrubbery. In the event of a sprinkler or irrigation system failure, the TENANT agrees to take action to ensure that the lawn and shrubbery is properly watered, purchasing and using a water hose and portable sprinklers, if necessary. In the event that no sprinkler or irrigation system exists, the TENANT shall use (and purchase) water hoses, portable sprinklers and any other lawn equipment to ensure that the lawn and shrubbery is properly watered and maintained. If the LANDLORD receives a notification from any homeowner association indicating that the lawn has not been properly kept up, or if the MANAGER observes a constant un-kept lawn or shrubbery, the MANAGER shall have the right to notify TENANT that LANDLORD will assume the obligation to maintain the lawn and shrubbery and the rent will be automatically increased by **\$145.00 per month** to cover LANDLORD'S provision of lawn maintenance for the remaining term of the rental agreement/lease agreement.
- B. TENANT shall be responsible for arranging and paying for all utilities and other costs of pool services (if there is a pool). If the MANAGER observes a constantly un-kept pool, the MANAGER shall have the right to notify TENANT that LANDLORD will assume the obligation to maintain pool and the rent will be automatically increased by **\$145.00 per month** to cover LANDLORD'S provision of pool maintenance for the remaining term of the rental agreement/lease agreement.

OPTION TWO – LANDLORD MAINTAINS LAWN, SHRUBBERY, AND POOL

TENANT initialed here to select **OPTION TWO**

- A. Notwithstanding that LANDLORD shall be responsible for paying for the lawn and shrubbery to be mowed, edged and trimmed and to fertilize, control fungus, control insects on the lawn and shrubbery, the TENANT shall pay all utilities and other costs and be responsible for watering the lawn and shrubbery and, and for any damages caused by the TENANT'S negligence or abuse thereof. In the event that the TENANT fails to properly and adequately water the lawn and shrubbery, causing it to die or suffer damage, the TENANT shall be fully responsible for the cost of replacement. Failure of the sprinkler or irrigation system (if any) shall not relieve the TENANT of the TENANT'S responsibility to water the lawn and shrubbery. In the event of a sprinkler or irrigation system failure, the TENANT agrees to take action to ensure that the lawn and shrubbery is properly watered, purchasing and using a water hose and portable sprinklers, if necessary. In the event that no sprinkler or irrigation system exists, the TENANT shall use (and purchase) water hoses, portable sprinklers and any other lawn equipment to ensure that the lawn and shrubbery is properly watered and maintained.
- B. Notwithstanding that LANDLORD shall be responsible for arranging and paying for pool services (if there is a pool), the TENANT shall pay all utilities and other costs and be responsible for maintaining appropriate water level, appropriate running of pool pumps and for any damages caused by the TENANT'S negligence or abuse thereof.

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- 15. RIGHT TO MORTGAGE; CONDEMNATION. The rental agreement/lease agreement is subordinate and subject to any liens, mortgage or mortgages now or hereafter be placed on the PROPERTY. Upon any partial or complete taking of the PROPERTY by eminent domain or other governmental or quasi-governmental action, then LANDLORD/MANAGER at its option may immediately terminate the Rental agreement/lease agreement.
- 16. NON-LIABILITY OF LANDLORD/MANAGER. The TENANT hereby releases and covenants not to sue, nor bring any legal action against the LANDLORD or MANGER or their agents and employees from and for any liability for any injury and damage to the TENANT or the agents, employees or guests of the TENANT, from and for any cause including, but not limited to, those that resulting from the direct negligence of the LANDLORD or MANGER or their agents and employees. TENANT shall indemnify and hold harmless LANDLORD and MANGER against all claims filed by his guests or other persons on the PROPERTY, injured or damaged whether caused by the negligence of LANDLORD or MANAGER or otherwise.
- 17. WAIVER. The assent by the LANDLORD or MANAGER, expressed or implied, to any breach of one or more of the covenants or agreements, in the rental agreement/lease agreement shall not be deemed or taken to be an assent to any succeeding or subsequent breach, or a waiver by the LANDLORD or MANAGER of its rights arising as a result of such breach. A waiver of a right by LANDLORD or MANAGER in one instance shall not be construed as a waiver of such right in future instances.
- 18. NOTICE. Any notices required by law or made appropriate by the terms and conditions of the rental agreement/lease agreement shall be made (a) by the TENANT to MANAGER by certified prepaid U.S. mail sent to MANAGER'S address; (b) by LANDLORD/MANAGER to any TENANT by certified prepaid U.S. mail sent to TENANT'S at the address for the PROPERTY, or by posting the same on the front door of the PROPERTY. Each TENANT who executes the rental agreement/lease agreement constitutes and appoints each other adult TENANT as his agent for acceptance of all notices. PLACE FOR SENDING NOTICES: To LANDLORD/MANAGER at the address for MANAGER (or to such other address as LANDLORD/MANAGER may notify TENANT of in writing from time to time). To TENANT at the address for the PROPERTY.
- 19. DEFAULT BY TENANT. If LANDLORD/MANAGER prevails in any suit for eviction, unpaid rentals, charges or damages, or any other litigation, TENANT shall be liable for costs and reasonable attorneys' fees (including appeals, in bankruptcy, and in probate), and all amounts shall bear interest at the maximum lawful rate from due date. If TENANT'S rent is delinquent, LANDLORD shall not be obligated to continue utilities which are furnished and paid for by LANDLORD. TENANT hereby consents and agrees that LANDLORD/MANAGER may report unpaid rentals or unpaid damages to any credit bureau for permanent recordation in TENANT'S credit record. Any judgment obtained against TENANT shall accrue interest at the maximum lawful interest rate existing at the time such judgment is entered. In the event of default by TENANT resulting in his leaving the PROPERTY, TENANT shall not return to the PROPERTY as a guest, visitor, or otherwise. TENANT further agrees not to permit any person known to have defaulted under the rental agreement/lease agreement and having left the PROPERTY to be TENANT'S guest or visitor, without written consent of MANAGER.
- 20. PARTIAL INVALIDITY. In case any terms of the rental agreement/lease agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of the rental agreement/lease agreement shall in any way be affected thereby.
- 21. TIME. Time is of the essence under the rental agreement/lease agreement
- 22. PROHIBITION OF PUBLICATION; CONFIDENTIALITY. LANDLORD/MANAGER hereby agrees not to publish in any media (including but not limited to online, internet, or websites) nor provide to any third party data or information related to TENANT'S payment history, late payments, NSF, non-compliance, breach, or any violation of the rental agreement/lease agreement, nor provide any allegation, opinion or recounting of TENANT'S conduct related to or arising from the rental agreement/lease agreement without the express written consent of TENANT. TENANT, in exchange for such obligation from LANDLORD/MANAGER, hereby agrees not to publish in any media (including but not limited to online, internet, or websites) nor provide to any third party data or information related to LANDLORD'S/MANAGER'S non-compliance, breach, or any violation of the rental agreement, nor any allegation, opinion or recounting of LANDLORD'S/MANAGER'S conduct related to or arising from the rental agreement/lease agreement without the express written consent of LANDLORD/MANAGER. Both TENANT and LANDLORD/MANAGER hereby acknowledge and agree that foregoing obligations are of mutual benefit and value to both parties and that violation of foregoing obligations by one party shall be considered breach of the rental agreement/lease agreement, with all legal remedies available for said breach, including but not limited to all court costs, all legal fees, and damages to be awarded to prevailing party. The foregoing shall in no way whatsoever limit nor constrain either party from lawful enforcement of provisions of the rental agreement/lease agreement, nor in any way whatsoever limit nor constrain reports to law enforcement or government agencies.
- 23. WAIVER OF JURY TRIAL. LANDLORD/MANAGER AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE RENTAL AGREEMENT/LEASE AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THE RENTAL AGREEMENT/LEASE AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THE RENTAL AGREEMENT/LEASE AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL

TENANT
Initial Here

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

INDUCEMENT FOR LANDLORD/MANAGER AND TENANT TO ENTER AND ACCEPT THE RENTAL AGREEMENT/LEASE AGREEMENT.

- 24. MODIFICATION OF OR ADDITION TO RULES: The MANAGER may make modification or addition to RULES and shall provide written notification of such to TENANT not less than ninety (90) days prior yearly anniversary of the Commencement Date. Such modification or addition to RULES shall become automatically effective upon renewal. Further, TENANT hereby acknowledges and agrees that MANAGER may at any time during first two hundred forty (240) days of initial term of rental agreement/lease agreement, or during first two hundred forty (240) days of any renewal rental agreement/lease agreement term, make modification or addition to RULES and by providing written notification to TENANT and posting such modification or addition to RULES on MANAGER'S website. Said modification or addition RULES shall become effective after sixty (60) days except that such modification or addition to RULES shall not become effective if TENANT provides written objection to MANAGER by certified mail within fifty nine (59) days of notification by MANAGER.
- 25. ENTIRE AGREEMENT; JOINT AND SEVERAL LIABILITY. LANDLORD and TENANT acknowledge and agree that the rental agreement/lease agreement and RULES contain their entire understanding and agreement, and all other representations, assurances and promises, either oral or written, not incorporated herein, shall be void and of no force and effect except as provided in Section 24 above. All TENANTS who sign the rental agreement/lease agreement shall be jointly and severally liable on all obligations under the rental agreement/lease agreement including specifically, but without limiting the foregoing, the obligation to pay rent and damages in the event of breach.
- 26. ADDENDA. The following addendums are attached to and are a part of the rental agreement/lease agreement.

<input checked="" type="checkbox"/> Drug/Crime Free Addendum	<input checked="" type="checkbox"/> Mold Addendum	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Pet Addendum	<input checked="" type="checkbox"/> Early Termination Addendum	<input type="checkbox"/> _____

27. RECEIPT FOR COPY AND AGREEMENT TO RULES.

LANDLORD, MANAGER, AND TENANT HEREBY ACKNOWLEDGE RECEIPT OF COPY OF RULES AND AGREEMENT TO TERMS AND CONDITIONS CONTAINED THEREIN.

LANDLORD:

TENANT:

By Manager as LANDLORD's Duly Authorized Agent

TENANT (1)

MANAGER:

TENANT (2)

TENANT (3)

TENANT (4)

TENANT (5)

TENANT (6)

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

IMPORTANT NOTICES

NO UTILITIES PROVIDED

ALL UTILITIES WILL BE SHUT OFF ON THE FIRST DAY (COMMENCEMENT DATE) OF THIS RENTAL AGREEMENT.

Please arrange to have all utilities turned on in **YOUR NAME** on the first day of Rental Agreement.

Manager DOES NOT arrange for your utilities.

Please contact all utility companies and arrange start of service BEFORE the walk-through inspection of the Premises to ensure items like lights and appliances are in good working order.

Electric

KUA - for Kissimmee (407-933-7777)
 Progress Energy (1-800-700-8744)
 OUC (407-423-9100)

Water

KUA - for Kissimmee (407-933-7777)
 OUC (407-423-9100)
 Orange County (407-254-9850)

TV / Internet

BrightHouse (407-291-2500)
 Adelphia (407-870-2287)

Phone

Bellsouth (1-888-757-6500)

Gas

Teco (407-425-4662)
 Lake Apopka Gas (407-656-2734)

Please read carefully or you will either be **IN THE DARK** or **NOT ALLOWED TO MOVE IN**

All deposits, the first month's rent, and any other monies paid prior to taking possession MUST be in a cashier's check made payable to:
ORLANDO REALTY AND PROPERTY MANAGEMENT

Cash, money orders, personal check, credit cards, debit cards, or any other form of payment WILL NOT be accepted - NO EXCEPTIONS.

All future rent checks and to be made payable to:
PROPERTY MANAGEMENT SERVICES

Mail rent checks to:

Property Management
 Services of Central Florida
 708 East Colonial Drive
 Suite 203
 Orlando, FL 32803

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

PET FEE REQUIREMENTS DISCLOSURE

THESE PET FEE REQUIREMENTS ARE IN PLACE AND IN FORCE UPON AUTHORIZATION OF THE PET ADDENDUM TO LEASE AGREEMENT.

These PET FEE REQUIREMENTS shall apply to TENANT(s) upon consent being granted to TENANT(s) to keep pet(s) identified on the PET ADDENDUM on the Premises, provided the below listed conditions are adhered to by TENANT(s).

1. TENANT(s) shall review each Option below and **SELECT ONE OPTION** to be included as a part of and incorporated into Lease Agreement.

OPTION A - PET APPLICATION FEE of \$250 is charged to TENANT(s) for FIRST PET identified here below on this Pet Addendum. Pet Application Fee of \$50 is charged to TENANT(s) for EACH ADDITIONAL PET identified here below. Payment of the Pet Application Fee is a non-refundable charge for administrative processing and property damage disbursements allocation for term of lease. Damage to Premises which is directly caused by a specific pet identified here below will be the monetary obligation (subject to limits) of MANAGER and not TENANT(s). TENANT(s) must provide direct irrefutable evidence that a specific pet identified here below is the direct cause of the damage, failure to do so shall then cause TENANT(s) Security Deposit to be charged for damage and MANAGER shall have no monetary obligation. Any monetary obligation of the MANAGER under this Option A is strictly limited to damage to Premises directly caused by a specific pet identified here below and Manager's total monetary obligation herein shall in not exceed an amount equal to \$750.

I/We select OPTION A _____ TENANT Date TENANT Date TENANT Date

OPTION B - PET APPLICATION FEE of \$250 is charged to TENANT(s) for FIRST PET identified here below. Pet Application Fee of \$250 is charged to TENANT(s) for EACH ADDITIONAL PET identified here below. Fifty percent (50%) of each Pet Application Fee is a non-refundable charge for administrative processing. Fifty percent (50%) of each Pet Application Fee will be refundable to TENANT(s) provided there is no damage to Premises in any form, type, or manner whatsoever from any pet(s). Damage to Premises in any form, type, or manner whatsoever from any pet(s) will be assessed first against the refundable portion of the Pet Application Fee and next against the TENANT(s) Security Deposit, beyond which any further amount shall be a liability and obligation of the TENANT(s) as per the Lease Agreement. The refundable portion may be used by MANAGER to pay for any pet damage or for any other amounts due and owing under the terms of the Lease Agreement whether pet related or not upon TENANT(s) vacating the premises. TENANT(s) will be responsible for full replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by any pet(s). TENANT(s) also will be responsible for the full cost of any exterminating of pests that may be required because of any pet(s).

I/We select OPTION B _____ TENANT Date TENANT Date TENANT Date

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____

2. Only pet(s) specifically identified here below are allowed onto Premises. No other pet(s) may be brought onto Premises at any time for any length of time for any reason whatsoever – not even a visit. Absolutely no dangerous pets of any kind will ever be allowed on Premises, (including, but not limited to, Rottweilers, Pit Bulls, Shepard of any breed, etc.). A \$350 charge will apply for each unauthorized pet.
3. Pet(s) must be kept on a leash at all times while it is outside of the Premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** TENANT(s) agree to fully indemnify the Landlord, Owner or Manager for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or on open porch or lanais, if applicable. TENANT(s) may be assigned a designated area to walk pet(s) and TENANT(s) must walk pet(s) in that area only. TENANT(s) are responsible for immediately cleaning up after pet(s) and must do so.
4. In the event any pet(s) have offspring, TENANT(s) will be in immediate breach of the Lease Agreement.
5. TENANT(s) agree that approval or denial of all pets(s) is at the sole discretion of OWNER. OWNER reserves the right to withdraw consent at any time by giving the TENANT(s) 7 days written notice to remove pet(s) from the Premises for any reason, including, but not limited to, noise, barking, disturbances, damage, threatening behavior towards other TENANT(s), neighbors, or the OWNER or MANAGER or their employees or agents. In the event the pet(s) are not removed after notice and cure period, TENANT(s) will be in breach of the Rental Agreement and subject to eviction. TENANT(s) agree that keeping a pet on the Premises is a revocable privilege and not a right. In case of conflict between the provisions of this disclosure and any other provisions of the Lease Agreement, the provisions of this disclosure shall govern

DESCRIPTION OF PET(S) – TENANT must supply picture of each pet and complete following.

PET ONE

Type _____ Breed _____ Color _____ NAME _____ LBS _____

Vaccination/License Tag # _____ Year _____

PET TWO

Type _____ Breed _____ Color _____ NAME _____ LBS _____

Vaccination/License Tag # _____ Year _____

TENANT ACKNOWLEDGEMENT OF RECEIPT:

Initial _____ Initial _____ Initial _____

Please Initial Here: (1) ____; (2) ____; (3) ____; (4) ____; (5) ____; (6) ____