



FLORIDA RESIDENTIAL LEASE AGREEMENT
Prepared by attorney Timothy N. Baldwin, Esq.

LEASE INFORMATION COVER SHEET

These tenant(s) agree that the following information, terms and condition provided herein are incorporated into the lease agreement regarding the identified premises, which the tenants are leasing from the Landlord for residential purposes. Tenants hereby certify that they have read, understood and agree to all tenancy terms and conditions and addenda.

1. Full Legal Name of All Tenant(s) (herein "Tenant").

- 1)
2)
3)
4)

2. Landlord. _____ is the owner of the premises.

3. Agent. aDoor Property Management, LLC is a real estate brokerage acting on behalf of the Landlord as its lawful agent for purposes of managing this tenancy. The address for Landlord's agent is at 401 E Chase St Suite 100, Pensacola, FL 32502; has the phone number of (850) 400-6082; and has the email of rent@adoorproperties.com.

4. Bank. Landlord agent's bank where deposits are held is Hancock Whitney in Pensacola, FL.

5. Communication. Landlord's agent utilizes the following online portal to communicate with Tenant: https://adoorpropertymanagement.managebuilding.com (online portal). If Landlord does not provide an online portal or it is unavailable for whatever reason, then for any provision in this lease agreement that provides for notice or communication by "online portal", Tenant shall notify Landlord by its e-mail identified heretofore stated, but if a sent email is returned as undelivered, Tenant shall deliver notice by hand-delivery or mail to Landlord's address, and if the circumstances require Landlord's immediate response, Tenant shall call the Landlord, and if Landlord does not answer the phone call, Tenant shall leave a voicemail describing the matter about which the Tenant is calling. Landlord may alter the means of communication in its discretion at any time and will notify the Tenant of such changes.

6. Premises: The premises subject to this rental agreement is as follows:

7. Tenancy. (Landlord to check)

- ___ TERM (not longer than 1 year from the move-in date)
___ MONTH-TO-MONTH
___ OTHER:

4. Move-in Date:

5. Vacate Date. The vacate date is as follows:

- If a term lease: _____ ("vacate date")
-If a month-to-month: upon termination by lawful notice.

Floor Cleaning Fee	
Pet Cleaning	
Non-Slip Mat	
TOTAL DUE (on last month rent due date)	

14. **Recurring Monthly Charges.** The following are recurring monthly charges due as additional rent each month:

Money Item	Amount (\$ USD)
Tenant Service Program (required)	
Utility Allocation (if applicable, \$ /month)	
Lawn Maintenance (optional)	
Multi-Family Lawn Maintenance (required)	
Pet Rent (if applicable)	

15. **Occupant(s).** The following persons are authorized occupants in the premises. (Note: if the occupant is an adult, but not a dependent of the tenant, that person must submit a rental application before being permitted as a tenant or occupant. Failure to do so may result in termination of the tenancy or denial of the application.)

1)

- A. Relationship to tenant:
- B. Date of Birth: _____ (age)
- C. Phone #:
- D. Email:

2)

- A. Relationship to tenant:
- B. Date of Birth: _____ (age)
- C. Phone #:
- D. Email:

3)

- A. Relationship to tenant:
- B. Date of Birth: _____ (age)
- C. Phone #:
- D. Email:

4)

- A. Relationship to tenant:
- B. Date of Birth: _____ (age)
- C. Phone #:
- D. Email:

Appointee:

Appointee's (a) address is

(b) phone number is _____, and

(c) relationship to Tenant is _____.

17. **Addenda.** Tenant Handbook found at <https://www.adoorpropertymanagement.com/tenants>. The following Addenda are made part of this lease (omission of a check mark does not make invalid any Addenda included in the lease agreement):

<input checked="" type="checkbox"/>	Lease Information Cover Sheet	<input checked="" type="checkbox"/>	Weekend & Legal Holiday Repair Request	<input type="checkbox"/>	Home-Based Business
<input checked="" type="checkbox"/>	Fee	<input checked="" type="checkbox"/>	Tenant Services Program	<input type="checkbox"/>	Bed Bug
<input checked="" type="checkbox"/>	Minor Repairs	<input checked="" type="checkbox"/>	Lawn Maintenance	<input type="checkbox"/>	Pet
<input checked="" type="checkbox"/>	Air Conditioner	<input type="checkbox"/>	Multi-Family Yard Maintenance	<input type="checkbox"/>	Swimming Pool
<input checked="" type="checkbox"/>	Natural Disaster	<input type="checkbox"/>	Amenities	<input type="checkbox"/>	Lead Based Paint Disclosure
<input checked="" type="checkbox"/>	Tenant Move-in Form	<input type="checkbox"/>	Airport Environ	<input type="checkbox"/>	

SO AGREED.

Tenant Signature	Tenant Signature
aDoor Property Management, LLC Agent for landlord	

Attorney Certification

 Timothy N. Baldwin
I certify that I prepared this lease agreement and the landlord has my authorization to use this lease agreement.

5. REPAIRS AT MOVE-IN

If Landlord is performing major repairs upon Tenant's move-in and Tenant desires to or does in fact take occupancy, and if Landlord has agreed that Tenant may take possession during such pending repairs, Tenant agrees that the pendency of repairs do not form a basis for Tenant's terminating the lease.

6. OCCUPANTS

Only the Tenant and occupants listed in the Lease Contact Information Sheet have permission to occupy the premises. If Tenant desires to add an occupant, Tenant must submit a written request to Landlord, shall pay any applicable application and lease amendment fees, and must obtain Landlord's expressed written consent to do so prior to an occupant occupying the premises. Landlord does not guarantee approval of any occupant application.

7. LANDLORD AGENT

If the Lease Information Cover Sheet contains Landlord's agent information, Landlord has authorized that agent to carry out and enforce all of Landlord's rights and privileges of this agreement. If the agent changes from time to time, notice will be given to the Tenant of the same. A change in Landlord's agent does not affect the validity and enforceability of this lease.

8. RENT

- A. **Amount and Date.** Tenant shall pay all monies owed prior to moving in as stated in the Lease Information Cover Sheet. Tenant shall pay Rent and additional rent and charges incurred pursuant to this lease agreement without demand due on the first (1st) day of each month, no later than 4:45 pm. Tenant shall pay Landlord Late Fee (#1) if rent is paid after 4:45 p.m. on the second (2nd) day of the month. Landlord has the right to require late payments to be paid by money order or certified check. Acceptance of late payments is not a waiver of Tenant's obligation to timely pay rent as provided in this lease. Tenant is not entitled to any rent credits, whether for Tenant "improvements" or "additions" to the premises, unless Landlord approves the same in writing prior to any improvement or addition. Tenant shall pay Landlord Insufficient Funds Fee (#2) for any payment that is returned for insufficient funds. If Tenant delivers a payment that is misplaced or not processed due to a third party (e.g. bank), Tenant shall immediately deliver rent payment in certified funds to Landlord as provided in this section.
- B. **Payment Method.** Tenant shall make payments to Landlord through the online portal. Tenant's access to the online portal is subject to revocation or interruption and is not guaranteed to always be operable; in which case, Tenant shall deliver payment to Landlord's address.
- C. **Holiday/Weekend.** If the rent due date falls on a weekend or legal holiday, the rent due date shall be the business day immediately prior to that weekend or holiday.
- D. **Added Rent.** All monies owed (except for monies defined as "security deposit") under this lease shall be deemed additional rent (e.g. fees, reimbursements, charges). The imposition of fees or charges shall not constitute Landlord's waiver of available remedies at law or equity, nor does it permit the Tenant the right or privilege of violating the lease agreement. Fees are identified in this lease agreement and the Fee Addendum.
- E. **First Payment.** Before the move-in date, Tenant shall pay Landlord the payments as provided in the Lease Information Cover Sheet.
- F. **Order of Payment.** Payment of all sums of money is an independent covenant. Landlord applies money received on tenant's account in the following order of priority:
- 1) All past due payment obligations, including fees, back rent, and costs are paid first.
 - 2) Next, payment is applied to all fees, charges, or costs owed on the current due date.
 - 3) Next, payment is applied to current rent.
- G. **Pending or Expired "Notice to Pay or Vacate".** Landlord is not obligated to accept rent or any other payments after a *Notice to Pay or Vacate* has expired. Tenant agrees that if Landlord receives a payment from Tenant during or after a notice to pay period, Landlord has not "accepted" the payment unless Landlord deposits the money into its bank account, and Landlord may choose to return the payment to Tenant, in which case, Landlord has expressed its intent not to accept the payment.
- H. **Notices.**
- (1) **General.** The parties shall comply with mandatory notice delivery methods as required by Florida Statutes, ch. 83, pt. 2. To the extent "written notice" may be delivered by e-mail to a party, the delivering party may email (including communications through the online portal) the notice to the receiving party, which shall constitute delivery of written notice, unless the sent e-mail is returned to the sender as *undelivered*, in which case, the party shall deliver notice by any other method allowed by law. If Florida Statutes does not mandate a particular delivery of a notice, notices shall be delivered using the following method: Online Portal if the same is operable, but if it is not, then the party shall e-mail the notice.

claims he or she never received, and Tenant shall pay applicable administrative fees, which may be deducted from any amounts owed to Tenant, for the added administrative burdens.

I. Intent to Claim.

- 1) **Notice Period.** Upon Tenant's vacating the premises for termination of the lease, Landlord has 15 DAYS to return the security deposit if Landlord has no intent to make a claim on the deposit, or 30 DAYS to deliver written notice to the Tenant's last known address of making a claim on the security deposit if Landlord intends to make a claim. If Landlord intends to make a claim, Landlord will deliver Tenant notice of (a) his impose of a claim on the deposit, (b) the claim item, and (c) the amount claimed.
- 2) **Tenant's Obligation.** Landlord's claim notice requirement is subject to Tenant's compliance with FS 83.49(5). If Tenant vacates the premises prior to the natural expiration of the lease, Tenant shall give at least seven (7) DAYS written notice by certified mail or personal delivery to Landlord prior to vacating, and the notice shall include the address where Tenant may receive notices. This provision in no way permits the Tenant to breach the lease and terminate early.
- 3) **Return on or Claim on Deposit.** Tenant shall pay the actual costs of mailing a claim or returning any or all of the deposit, and agrees that the Landlord or his or her agent may pay for the mailing cost from the security deposit.

J. Third Party Deposit. If Landlord agrees to accept a deposit on behalf of the Tenant from a third party, Landlord may return any deposit owed to the party that made the deposit and not to the Tenant, any provision to the contrary notwithstanding.

K. Supporting Evidence. If Tenant objects to a claim item, he shall state specifically the basis for the objection and provide Landlord with the evidence supporting the objection (e.g. pictures, video, etc.).

L. Disclosure under FS 83.49. YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

8. VACATE DATE

If Tenant vacates the premises prior to the natural expiration of the lease term, the vacate date shall be treated as follows: (1) on an agreed-upon vacate date between Tenant and Landlord; (2) on the date of execution of writ of possession if Tenant is evicted; (3) if Tenant surrenders the premises, on the date the Landlord expressly accepts the surrender; or (4) on the date that Landlord takes possession and control of the premises on the tenant's or landlord's account pursuant to FS 83.59. Tenant understands that for purposes of calculating the security deposit claim, the Landlord's notice period does not begin until the "vacate date" occurs upon *termination of the lease*.

9. VACATE PROCEDURES

Upon Tenant's vacating, Tenant shall comply with the following provisions:

- A. Timely and peaceably surrender the premises and return all keys and remotes and any other property owned by or belonging to Landlord;
- B. Leave the premises in a good, safe, and clean condition;
- C. Remove all Tenant's and occupant's personal property;
- D. Perform general cleaning as follows: **1)** vacuum the carpet and inside drawers, **2)** sweep the flooring, garage and porch, **3)** clean surfaces (e.g. blinds, fans, countertops, shelving, and window sills), **4)** clean toilets, sinks, vanities, mirrors, cabinets, and blinds; **5)** remove and properly dispose of all trash, garbage, and debris; and **6)** perform required lawn maintenance as required in the Exterior Maintenance provision herein;
- E. Pressure-wash the walkways and driveway;
- F. Follow and comply with move-out procedures as provided to tenant prior to the termination of the lease;
- G. Pay all outstanding monies owed to Landlord;

12. KEYS

- A. **Move-In.** Landlord will initially provide Tenant with a working key, lock or access device or code (“keys”) upon move-in. At Landlord’s discretion, Landlord may have the exterior locks rekeyed at or near the time of move-in. Tenant shall follow Landlord’s protocol for obtaining keys at move-in and upon Landlord’s rekeying of locks. Tenant shall not change or rekey locks without Landlord’s permission, but if the door has access code for entry, Tenant shall reset the access code. Landlord is not a locksmith service, but if Tenant requests the Landlord provide such service, Tenant shall pay any the applicable fees or costs for such service. Tenant’s request does not obligate the Landlord to perform any locksmith service.
- B. **Hold Harmless.** Tenant shall hold harmless, indemnify, and/or reimburse Landlord for any claims or actions for injuries or damages resulting or caused by Tenant providing keys or access code to other persons. Tenant is responsible to keep and maintain all keys and access codes and shall use wise judgment with regard to whom has possession, control and/or access to such keys or access codes. Tenant shall not provide access to the property to any person Tenant knows or has reason to believe is dangerous, violent, or destructive to property.
- C. **Keyless.** If the premises have keyless entry devices (e.g. garage, gates), Tenant is responsible for programming the code for access. Keyless entry devices are not guaranteed, and if damaged or malfunction, to no fault of Landlord, Tenant is responsible to repair or replace if he or she desires to use the same.
- D. **Lockout.** If Tenant is locked out of the premises, Tenant will need to call a professional locksmith service to gain access to the premises. Any damage to the windows, screens or doors caused by Tenant or his or her agents for trying to gain access to the premises is Tenant’s responsibility. If Tenant requests Landlord to assist the Tenant to gain access of the premises due to being locked out, Tenant shall pay Landlord for accommodating said request at an Unlock Request Fee (#5).
- E. **Additional Keys.** If Tenant requests additional keys, Tenant shall pay Landlord Key Request Fee (#5). Tenant shall physically return all keys, devices, and remotes to Landlord no later than vacate date. If Tenant fails to do this, Tenant shall pay a Failure to Return Key Fee (#5).
- F. **Mailbox.** If the mailbox for the premises is owned and maintained by the US Postal Service, Tenant shall pickup the mailbox key from the local Post Office, but if Landlord has a copy upon execution of the lease agreement, Landlord will provide a copy to the Tenant. If Tenant needs additional copies or replacement of mailbox keys, Tenant shall obtain the same from the local Post Office.
- G. **Move-Out.** Upon move-out, keys, devices and remotes are considered “received” by Landlord when **1)** they have been personally or physically handed or delivered to Landlord, or **2)** they have been received via mail by Landlord. If Tenant drops keys in the door slot (if available) at Landlord’s address, it is considered received when Landlord returns to office during normal business hours the next business day, not including holidays. Tenant’s returning is evidence of Tenant’s “surrender” of the premises to Landlord, but does not, by itself, terminate the lease agreement.

16. PREMISES CONDITION

Tenant **(1)** takes the property in “as is” condition, subject to the terms of the lease agreement; **(2)** may not terminate the lease or withhold rent based on any misconceptions, misunderstandings, mistakes or the like regarding the conditions, appearances, features, functions, location, amenities, or the like of the premises; and **(3)** will be held to all the terms of the lease even if Tenant did not preview or thoroughly inspect the property before executing this lease.

17. VEHICLES

- A. **Community Parking.** For Community parking areas, a vehicle is unauthorized or illegally parked if it: **1)** has a flat tire or other condition rendering it inoperable, **2)** is on jacks, blocks, or has wheels missing, **3)** has no current license plate or registration or inspection sticker, **4)** takes up more than 1 parking space, **5)** belongs to a resident or occupant who has surrendered or abandoned the premises, **6)** is parked in a marked handicap space without the legally required insignia, **7)** is parked in a space marked for manager, staff or guest at the office, **8)** blocks another vehicle from exiting, **9)** is parked in a fire lane or designated “no parking” area, **10)** is parked in a space marked for other residents or units, **11)** is parked on the grass, sidewalk or patio, **12)** blocks garbage trucks from access to a dumpster, or **13)** belongs to a resident and is parked in a visitor or retail parking space.
- B. **General.** Tenant may park only on areas of concrete or asphalt or a designated parking area, and Landlord may regulate the time, place and manner of parking in any Community area. Parking on grass, vegetation, or any other non-concrete or non-asphalt area of yard is not permitted. Vehicles must be currently licensed, owned by Tenant, registered and operational. Tenant shall abide by all parking rules, ordinances, and laws and reasonable parking rules established now or later by Landlord or condominium or homeowner association rules. No trailers, campers, vehicles on “blocks”, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord’s written consent. Tenant shall not repair or disassemble any vehicle on premises. Vehicles not meeting the above requirements and additional rules of Landlord are unauthorized vehicles and subject to being towed at Tenant’s expense. Tenant shall ensure all vehicles are removed from the premises at or before the vacate date. Tenant shall indemnify Landlord for any expenses incurred due to the towing of said vehicles, regardless of vehicle ownership.

tenants' personal contents for damage caused by peril. Pursuant to Tenant Services Program Addendum, Landlord will obtain Tenant Liability insurance coverage pursuant to the terms of the addendum, but Tenant may purchase any additional liability insurance at Tenant's discretion.

20. USE OF THE PREMISES

- A. **Obligation.** Tenant shall use the premises in compliance with tenant's obligations under law and this agreement. Obligations imposed on Tenant for using the premises include all tenants and extend to ensure that Tenant's guests, invitees, family and any other person occupying the premises, with or without Tenant's knowledge or permission, comply with this Use of Premises obligations.
- B. **General Use.** Tenant shall use the Premises for residential purposes only and in compliance with FS 83.52. If Landlord allows business activity, it shall only be pursuant to the Home-Based Business Addendum to which terms and conditions Tenant must agree prior to conducting any business on the premises. Tenant shall (1) comply with all obligations imposed upon Tenants by applicable provisions of building, housing, health codes and home/condo associations; (2) keep the premises clean (interior and exterior), orderly, safe and sanitary; (3) timely and properly remove all waste and garbage in a clean and sanitary manner; (4) keep all plumbing fixtures clean, sanitary and in good repair; (5) use and operate in a reasonable and prudent manner all electrical, plumbing, sanitation, heating, ventilating, air-conditioning and other facilities and appliances and as such are intended; and (6) behave and act in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.
- C. **Unlawful Detainer.** If Tenant vacates the premises but an occupant remains in possession of the premises, said occupation may be deemed in Landlord's determination to be Tenant's continued possession of the premises, and Landlord may file any applicable legal action(s) against the Tenant and/or occupant to remove the occupant from the premises. Tenant is responsible to pay for all fees and costs to remove any occupant from the premises.
- D. **Prohibited Conduct.** In addition to the other prohibitions stated in this agreement, Tenant shall not, nor permit any person to, (1) create any nuisances or environmental or health hazards on or about the premises; (2) destroy, deface, damage, impair, or remove any part of the premises belonging to Landlord (both real and personal property), including but not limited to installing satellite dishes or cable outlets without Landlord's permission in writing; (3) disturb the quiet use and enjoyment of neighbors; (4) discharge any firearm in or near the premises; (5) tamper with utilities or telecommunications; (6) smoke or vape in the premises (any smoking or vaping must be done outside, not closer than ten (10) feet from the premises, and in any event, must be at a sufficient distance to prevent smoke and smell from entering the premises, whichever distance is greater - Tenant shall pay Landlord Smoking Violation Fee (#7) for violation; (7) attach anything to the ceilings, wood paneling, wall-papered walls, and trim; (8) prevent or interfere with Landlord's or its agents access to the premises; (9) commit or permit illegal or tortious activities conducted on premises; (10) keep any dangerous or flammable items that may increase the danger of fire or damage on the premises without Landlord's prior written consent (including fireworks); (11) display any offensive or morally objectionable signage on the premises; (12) add electrical outlets or install ceiling fans; (13) store any item inside the premises that are not designed for normal, residential household use and storage (e.g. heavy machinery, construction equipment, lumber, etc.); (14) add any "Other Structure" (e.g. shed) or amenity (e.g. trampoline) to the premises; (15) bring into or store any material in the premises that creates fumes or odors that may damage or devalue the premises; (16) start a fire on the premises; (17) installing an above-ground pool on the premises without first obtaining Landlord's written permission; (18) hoard items at the premises, that is, acquiring an excessive number of items and storing them in a chaotic and cluttering manner.
- E. **Flotation Bedding.** Before a flotation bed can be placed in the premises, Tenant must notify Landlord so he or she can inspect and ensure that the bed complies with all applicable building codes pursuant to FS 83.535. If the flotation bed is code compliant and Tenant places one in the premises, Tenant shall carry insurance that covers loss and damage to person or property in the premises in the amount of not less than \$50,000 payable to the property owner. Tenant shall ensure the insurance policy names Landlord and his or her agent as an additional insured. No other flotation furniture is permitted without expressed written permission of the Landlord.
- F. **Alterations.** Tenant may not alter the premises any of the Landlord's property, including but not limited to, painting, wall-papering, flooring, and other structures of the premises, unless otherwise agreed in writing by Landlord prior to the alteration, and Tenant is responsible for the costs of repairing any alteration made during the tenancy. Tenant is not entitled to any rent "credit" for unauthorized alterations, unless previously agreed in writing by the Landlord. Any fixtures attached to the house during the lease shall become property of Landlord unless otherwise agreed in writing. Any alterations that are permitted by Landlord shall be made to professional standards and pursuant to the terms and conditions Landlord requires prior to alterations.
- G. **Lease Amendment.** If Tenant requests an amendment or modification to the lease and Landlord agrees to Tenant's request, Tenant shall pay a Lease Amendment Fee (#8).
- H. **Walls.** Tenant is prohibited from installing or inputting any material in or on walls except as expressly provided in this section or by addendum. Tenant is conditionally-permitted to use only small nails (no bigger than standard finishing nails) to hang light-weight decorations (not heavier than 2 pounds) on only *sheetrock walls*, unless the wall is covered with wallpaper, in which case, no nails may be used on that wall. Tenant will use nails sparingly and with proper care. This permission may be revoked at any time by Landlord at his discretion if Landlord determines that Tenant has violated this provision, is damaging the premises, is likely to cause damage to the premises, or is in default of the lease agreement. Tenant is prohibited from inserting nails or any other material into any wall that is not made of sheetrock, such as, for example, wood or paneling. In any case, Tenant is responsible to pay for the repair costs to repair all holes

- 1) Waiver. If present, fireplaces or stoves (“fireplace”) are not guaranteed or warranted to be in usable or operable condition, are only “as is”, and are not a right under this lease agreement. Landlord is not responsible for any needed repairs to use the fireplace.
 - 2) Use. Tenant shall use the fireplace safely and properly, keep it in clean and safe, and remove debris from it, including soot, ashes, and burned wood in and around the exterior and inside the home. Landlord may prohibit Tenant from using a fireplace or fire-stove at any time in Landlord’s discretion. Before Tenant uses a fireplace, Tenant shall have chimney inspected and cleaned by a licensed and insured professional at Tenant’s cost and provide Landlord with proof of service within 48 hours of service. Tenant may use the available wood-burning fireplace for wood burning only, but only if it is safe for use and is operable. No other materials shall be placed in the fireplace. If Tenant uses a fireplace during the tenancy, Tenant shall clean it prior to vacating the premises. If the fireplace runs on gas, it is Tenant’s responsibility to ensure it is safe and working at his or her cost, and if there is a problem with the gas function, Tenant is responsible for any costs for the use of the same.
 - 3) Warning. Wild animals and vermin can block the fireplace during extended non-use, and blocked flues can cause house fires.
 - 4) Assumption of Risk. Tenant assumes risk loss of life and property if a fireplace or stove is not properly cleaned and used and is liable for any damages for Tenant’s failing to comply with this provision.
- N. Attic and Roof.** Tenant has no right to access any attic space unless Landlord gives permission. The attic should be locked during Tenant’s tenancy, but even if it is not, Tenant must not attempt to store any item in attic space. Landlord does not permit Tenant to be on the roof. If Tenant believes he or she needs to access the roof, Tenant shall notify Landlord of the same and state the reason for the request.
- O. Extended Leave.** (1) Notification. Tenant shall occupy the premises continuously during the tenancy. If Tenant is temporarily absent from the premises during the tenancy with the intent to be continuously vacant from the premises for more than seven (7) DAYS, Tenant shall notify the Landlord in writing within three (3) BUSINESS DAYS from the vacancy, stating the dates of absence. In said notice, Tenant shall state the date on which the Tenant is vacating and returning. (2) Vacancy Preparation. Before Tenant vacates, Tenant shall close OFF the individual water valves for the interior sinks and toilets. (3) Inspection. If Tenant intends to be vacant for more than 30 days, Landlord may inspect the premises during the vacancy given the risks inherent with a vacant property, and Tenant shall pay Landlord Inspection Fee (#12) for said inspection.
- P. Feral Animals.** Tenant shall not encourage or allow feral or wild animals to enter the premises (including the yard), including but not limited to, leaving feed outside and providing a shelter for the animal. If Tenant observes a wild animal in the premises (including in the yard), Tenant shall call animal control and notify Landlord of the same. If Tenant observes a feral animal in the premises (including the yard), Tenant shall take reasonable steps to discourage the animal from entering the premises, including removing food sources and any attractant, and if necessary, trap the animal and take it to the proper animal control authority when it is safe to do so.
- Q. Community Rules.** If the premises include common amenity or property shared by residents, the common property is a non-exclusive privilege and is subject to revocation or other limitations and Community Rules. Landlord may enact, impose, amend or update any reasonable rules governing the use of the common property, and Tenant and all guests are obligated to comply with the same. Tenant agrees that valid, government-issued identification may be required for Tenant or a guest to prove his or her identify to have access or use of a community amenity or property. Tenant shall comply with weekly or other periodic required sanitation obligations, such as placing trash into proper containment for scheduled and routine pickup and disposal. Any use of common property is subject to Amenities Addendum, and if there is a conflict between the Rules and this lease agreement, the lease agreement shall prevail. Tenant acknowledges receipt of a copy of the current Rules or if he has not received them, must request a copy. Copies of all current Rules will either be posted or made available to the Tenant during business hours.
- R. Digging.** Tenant shall not do or cause to be done the following without first obtaining the expressed permission of Landlord: dig holes in the ground, drive rods or poles in to the ground, or have the ground plowed, excavated or rototilled.
- S. Flooring.** Tenant shall keep and maintain all carpets and flooring in good, clean and sanitary condition at all times. Landlord may require Tenant to have carpets and flooring professionally cleaned during the tenancy upon notice to Tenant if Landlord determines that Tenant has violated this provision and finds it is necessary to preserve the good condition of the flooring or prevent damage to premises. If Tenant fails to comply with said notice, Landlord may have the floors cleaned and charge the costs, plus Landlord’s repair commission, of the same to Tenant as additional rent. On the last day of the last month of the tenancy, Tenant shall vacuum (using a properly-working vacuum) all carpets and sweep all hard flooring after all of the Tenant’s personal property is removed from the premises and all other cleaning requirements are performed. Tenant understands that chairs (including rolling chairs) can cause damage to hard flooring (e.g. wood); thus, Tenant agrees to install padding on the legs of stable chairs and place chair pads on the floor surface where rolling chairs are used to prevent the chairs from damaging flooring.
- T. Communication and Interference With Buyers.** Unless otherwise expressly permitted by the Landlord’s sales or property manager agent, Tenant shall not communicate with or attempt to communicate with a prospective or actual buyer of the premises during a buy-sale agreement situation, negotiation, or transaction and shall not interfere or attempt to interfere with Landlord’s or its agent’s advertisement, negotiations, communications, agreements, inspections, appraisal or listings of the premises. If an actual or prospective buyer contacts the Tenant about any subject relative to the premises, Tenant shall inform that person to contact the Landlord, and Tenant shall notify Landlord of the buyer’s communication.
- U. Communication with Insurance Adjuster.** Tenant shall not communicate with any insurance agent or adjuster concerning the premises or Landlord’s insurance claim without Landlord’s expressed permission. If an insurance adjuster asks the Tenant questions about the

- H. **Hot Water.** If, per chance, the hot water heater malfunctions, Tenant shall not boil water to transport it to another location in the premises. For example, Tenant shall not boil water on the stove and transport it to a bathroom.
- I. **Freeze Conditions.** During freezing weather, Tenant shall ensure that the temperature in the premises is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of the premises). If the pipes freeze or any other damage is caused by Tenant's failure to properly maintain the heat in the premises, Tenant shall be liable for damage to Landlord and other's property.
- J. **Repair Commission.** If during the tenancy, Tenant is or becomes obligated for a repair or to cure a defect, Landlord, at its discretion, may make the repair or cure the defect on Tenant's account. **Vendor Situation:** if Landlord performs a repair or cures a defect on Tenant's account through a vendor (e.g. plumber, electrician), Tenant is responsible to pay, as additional rent, the costs of labor and material of the repair or curative actions, in addition to paying Landlord Repair Commission equal to Ten Percent (10%) of the invoice (but not less than \$85.00 per repair occurrence). **Landlord Maintenance Staff Situation:** if Landlord performs the repair or cures the defect through Landlord's maintenance staff, Tenant is responsible to pay Landlord maintenance labor at \$95.00/hour and the cost of materials (plus 10% of material cost), for the added burden and expense on the Landlord for providing, coordinating and inspecting the service. The Landlord's choosing not to make the repair or cure the defect on Tenant's account does not in any way relieve the Tenant from his or her obligation, and Landlord may exercise its remedies to enforce the Tenant's obligations.
- K. **Water Clean-Up.** Tenant shall pay close and routine attention to any areas of the premises where there are water faucets, drains or other sources and shall report any suspected leaks of water to the Landlord immediately and use due diligence to clean and sop up any water that may have leaked and reasonable means to prevent water from leaking into the premises, such as putting a bucket under a leak to catch water and dumping the bucket when needed.
- L. **Septic and Sewage Backup.** Tenant shall not flush or pour into any drain line any material that is not intended to be flushed or drained, including but not limited to, baby wipes, Q-tips, cotton pads or other cotton products, menstrual products, condoms, diapers, dental floss, paper towels and tissues, medication, cigarette butts, cat litter, hair, gum, cooking grease, food, bleach, cooking oil, meat fats, baking goods, butter/margarine, shortening, lard, sauces, and dairy products. In the event of sewage backup and the premises has a plumbing clean-out, Tenant shall immediately open the clean-out valve outside to allow the sewages to run into the yard and not inside the premises. Within 48 hours of taking possession of the premises, if Tenant is not able to locate the clean-out upon move-in, Tenant shall contact Landlord to request location of the clean-out. If Tenant does not request Landlord to locate the clean out, Tenant is responsible to locate the clean out himself or herself upon taking possession of the premises.
- M. **Water Heater.** Tenant shall use the water heater in a safe and reasonable manner and shall set not set the water heater temperature hotter than 120 degrees Fahrenheit / 49 degrees Celsius.
- N. **Notice of Defect or Maintenance.** Tenant shall timely notify Landlord of any safety or maintenance need or repair. For the following situations, Tenant shall immediately notify landlord of the same: water leaks or intrusion; electrical problems; malfunctioning lights or switches or other electrical appliance or function; sewage/septic back-flow problems; any condition that may pose a hazard to property, health or safety; damages that substantially impair the tenant's use of the property; and/or any problem that is continual in nature. In case of fire, smoke, gas, explosion, crime in progress, overflowing sewage, uncontrollable running water, electrical shorts, Tenant shall (if an emergency exists, first, call 911) notify Landlord immediately. In any notice or request for maintenance or repair or maintenance, Tenant shall provide Landlord photos of the condition or situation. Landlord's notation of Tenant's oral request does not constitute Tenant's written request. Landlord's complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this lease. Tenant's contacting or communicating with a vendor or contractor hired by Landlord does not constitute notice or demand to the Landlord. Tenant's notices and notifications must be delivered directly to Landlord. Landlord may change or install utility lines or equipment serving the premises if the work is done reasonably without substantially increasing Tenant's utility costs. Landlord may disable equipment and interrupt utilities as needed to avoid property damage or perform work. Landlord has no duty to perform repairs or alterations that do not regard the habitability of the premises or are for the Tenant's convenience or preference.
- O. **Inspection.** If Landlord inspects the premises due to Tenant's causing the need for repair or upon the Tenant's request or notice for maintenance or repair and the maintenance or repair is not the Landlord's obligation or is a Tenant obligation, Tenant shall pay Landlord Inspection Fee (#12). Landlord may request the Tenant to video-call (e.g. Zoom, FaceTime) or send clear and informative video or photos of the matter reported or at issue before Landlord or its agent or hire conducts a physical inspection of the premises, and Tenant shall cooperate with said request. Landlord may request the Tenant take photographs or video of the premises and upload the digital file of the same into the online portal system so Landlord can monitor the property's condition, and Tenant agrees to comply with Landlord's request. If Tenant fails to comply with this provision and Landlord must inspect the premises as a result, Tenant shall pay Landlord Inspection Fee (#12).
- P. **Pests.**
- 1) **Pest Control.** Tenant is responsible for routine pest extermination and control of the exterior and interior of the premises during the tenancy. If Tenant is required to vacate the premises for extermination or control, Landlord will provide Tenant notice of the vacate requirement and shall not be liable for damages, but rent shall be abated if the condition is not caused or contributed by Tenant.

S. **Contaminants. 1) Suspicion of.** Landlord may terminate this lease pursuant to this provision and applicable Addendum. Where the Tenant suspects a dangerous or hazardous type or level of contaminant, such as, for example, mold, lead or other substance or condition, that contributes to or causes such a condition (herein "contaminant"), in the premises for whatever reason, Tenant shall immediately notify the Landlord and provide the evidence supporting Tenant's suspicion or belief. **2) First Assessment.** If the contaminant is not objectively visible to the "naked eye", Tenant is responsible for the cost of obtaining an assessment by a professional to determine the presence, type and level of a suspected contaminant. Any assessor hired by Tenant must be licensed and insured in the inspection and located in the County in which the premises are located. Tenant shall supply Landlord with the assessor's name and contact information immediately after hiring the same and notify Landlord of the date and time of the assessment to be performed. Tenant's notification to the Landlord of the date and time of the assessment shall constitute the Landlord's notice to the Tenant to inspect the premises during that time. Tenant shall inform and instruct the assessor to deliver a copy of the assessment report to Landlord. **3) Report and Notice.** Upon receipt of the assessment report, Tenant shall immediately deliver to Landlord a copy. If a contaminant is deemed present and dangerous to the habitability of the premises, Landlord will reimburse Tenant for the cost of the assessment report, but reimbursement is limited to the reasonable market cost of such a report at the time. Landlord may obtain a subsequent assessment in its discretion. If Tenant reports the presence or suspicion of a contaminant but fails to pay for and deliver to Landlord an assessment report, Tenant shall be liable for the costs Landlord incurs to obtain an assessment report as *additional rent* where the report does not reveal a contaminant rendering the premises uninhabitable.

T. **Mold and Mildew Prevention.** Tenant shall:

- routinely open blinds and curtains to allow light into premises
- sop up and wipe down all water spillage and visible moisture on all surfaces
- hang shower curtains inside bathtub when showering and securely close shower doors (if present)
- leave bathroom and shower doors open after use
- use household cleaners on hard surfaces
- remove moldy or rotting food and garbage timely and regularly
- sop up and wipe down any moisture around and on windows and sills
- empty dehumidifier per manufacturer instructions
- use hood vents when cooking, cleaning and dishwashing
- routinely open closet doors or keep ajar to allow airflow
- avoid excessive amounts of indoor plants and water them outdoors
- use exhaust fans when bathing and leave on for a time to remove moisture
- regularly use ceiling fans to circulate air
- wipe bathroom walls and fixtures after bathing
- avoid air drying dishes
- not hang-dry excessively wet clothes indoors
- routinely inspect for water leaks under and near sinks
- routinely check all washer hoses for any leaks

U. **Tenant Personal Property and Damages Waiver.** If Tenant claims or suspects a natural or man-made dangerous or defective condition, such as chemical, water or mold, in the premises (herein referred to as "condition"), Tenant shall remove his or her personal property from the suspected affected area of the premises and place in a safe area. If a damaging or dangerous conditions is deemed to be present in the premises either by apparent observation or by a licensed inspector, Tenant shall remove all of his or her personal property from the affected area. If remediation or repairs are to be conducted on the premises due to the condition, Tenant shall remove his or her personal property from the affected area prior to the remediation or repair process; and agrees that the personal property that Tenant lets remain in the premises during a remediation or repair process is subject to disposal by the remediation or repair company pursuant to the applicable protocol, and accordingly, if Tenant does not want his or her personal property being disposed of during the remediation or repair process, Tenant shall remove the personal property from the premises prior to remediation or repair. Tenant agrees that by leaving his or her personal property in the premises during remediation or repair, Tenant waives any and all claims, demands or actions for damages to his or her personal property. Tenant hereby waives any and all claims, demands or actions for damages to his or her personal property due to or caused by a damaging or dangerous condition in or on the premises and agrees to secure adequate renter's insurance to repair or replace Tenant's personal property in the event Tenant's personal property is damaged.

V. **Appliances.**

- 1) **Use.** Tenant shall properly and safely use all appliances on the premises and according to manufacture instructions. Tenant shall ensure that appliance (e.g. washing machine, dryer) power cables and hoses are properly installed prior to use. Tenant shall ensure that the dryer exhaust hose is properly connected. Prior to use, periodically during the tenancy, and during move-out cleaning, Tenant shall remove lint buildup in the hose. Tenant shall not remove any appliance from its intended location (e.g. Tenant shall not remove a washer or dryer and place in the garage). If Tenant desires to remove an appliance from its original location, Tenant shall complete and submit to Landlord its *Request to Remove or Relocate Appliance* form. If the appliance is in safe, working condition, Landlord's policy is not to permit removal or relocation of that appliance.
- 2) **Notice of Defects.** Tenant shall immediately notify the Landlord of any dangerous or defective condition created by or relating to any appliance on the premises. Tenant shall not perform any repairs on any appliances owned by Landlord.
- 3) **Guarantee or Warranty.** Landlord does not promise, warranty, or guarantee any appliance that is or was present on the premises is or will remain in safe, operable condition. Landlord reserves the right to remove any Landlord appliance at any time without consent of Tenant in Landlord's discretion. Unless the Landlord has otherwise obligated himself by written lease addenda, the only appliance

is removed to avoid blocking the filter system or discoloration to the liner. If Tenant's failure to comply with this provision causes Landlord to perform remediation services and/or to deliver a second or subsequent notice to cure, Tenant shall pay Landlord Pool Remediation Fee (#13).

- Y. **Fence and Shed.** Fences and sheds are not guaranteed during the tenancy. If the premises have a fence or shed any time before or during the tenancy, including during times that the premises were advertised for rent, and the fence or shed is destroyed, damaged or the Landlord determines that it or any portion of it should be removed or altered for any reason, Landlord may do so, and the Tenant waives any claim of privilege or right as to the removal or alteration of the fence or shed or any portion of it. If the premises were advertised as having a fence or shed, Tenant hereby waives any reliance of such representation as being a "material fact" to Tenant's executing this lease.
- Z. **No-Slip Tub Mat.** Tenant shall use non-slip mats in each bathtub and shower and outside of the tub or shower when surface is wet. Tenant shall pay No-Slip Mat Fee as additional rent (see Lease Information Cover Sheet) on the last month rent due date.

22. DAMAGES

- A. **Waiver of Liability on Tenant's Property.** In the event of default, surrender or abandonment, there are no rights of storage, and Landlord is not required to comply with FS 715.104. BY SIGNING THIS AGREEMENT, TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.
- B. **Contractual Lien.** All property in the premises or common areas association with the premises (unless exempted under Florida Statute) is subject to a contractual lien to secure payment of delinquent rent or damages caused by Tenant's breach of this agreement. The lien will attach to Tenant's property or Tenant's property will be subject to the lien at the time Tenant surrenders or abandons the premises. "Premises" includes common areas associated with the premises, balconies, garages, storage rooms, and any other location for Tenant's use.
- C. **Risk of Loss.** Landlord shall not be liable or responsible for or from, and Tenant waives any and all claims or actions against the Landlord for damages for: (1) any condition created or caused by the negligent or wrongful act or omission of Tenant, tenant's family, guest, invitee or other third parties; (2) any damage or injury by water or moisture, which may be sustained by the Tenant or other person; (3) for any damage or injury resulting from the normal use of the Tenant or others on the premises; (4) carelessness, negligence, tortious or improper conduct on the part of any other tenant or agents, employees or third parties; (5) any breakage, leakage, or obstruction of the water, sewer or soil pipes or other leakage in or about the said building, including its roof; (6) any "Act of God", natural condition or disaster, or act of terrorism; (7) any loss or damage to perishable items stored in refrigeration appliance(s) in the event said appliance(s) malfunction in any way; (8) any condition that may or may not be dangerous or hazardous that was unknown by the Landlord, or that the Tenant knew or should have known about, or condition that the Tenant did not use reasonable diligence to avoid or mitigate; (9) injury or damage that the Tenant or other person caused by fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, criminal act, or vandalism unless otherwise required by law.
- D. **Reimbursement.** Tenant shall advance payment or promptly reimburse payment to Landlord for any loss, damage, fines, fees, or cost of repairs due to a violation of law, the lease or Landlord rules, improper use or negligence by Tenant and/or his or her guest, invitee, or family of the Tenant, or any other cause not due to Landlord's negligence or fault as allowed by law, except for damages by acts of God to the extent they could not be mitigated by Tenant's action or inaction. Such amounts shall be deemed additional rent. If Tenant replaces or installs any fixtures or appliances of the premises and such fixtures or appliances need to be repaired or replaced due to their condition, Tenant shall be liable for the repairing or replacing of such.
- E. **Minor and Cosmetic Repairs / Inspections and Services.** All "minor repairs" and repairs that are unrelated to the warranty of habitability or otherwise not guaranteed by the lease agreement or that are expressed as Tenant obligations in this agreement or addenda shall be the responsibility of at Tenant's cost. If Landlord chooses to make a repair that is a Tenant obligation and not a Landlord obligation, that act does not constitute a waiver of the Landlord to invoke or enforce the terms of this agreement and refuse any request for the same or similar repair by the Tenant. If Tenant requests a repair or maintenance that requires an inspection by the Landlord or a vendor, and the inspection results in finding that the repair or maintenance item is not a Landlord obligation or is a Tenant obligation, Tenant shall pay the cost of the inspection or service, plus Landlord's repair commission, as additional rent.
- F. **Renting Premises on Tenant's Account.** If Tenant surrenders, abandons or is evicted and Landlord decides to rent the premises on Tenant's account and markets the premises to rent, Tenant shall pay Landlord Marketing Fee (#14). However, if the parties have entered into a Liquidated Damages Addendum, that addendum shall prevail over this provision to the and this provision shall not apply, and the Tenant shall pay the amount owed under said addendum.
- G. **Mitigation.** Tenant shall make all reasonable attempts to protect, reduce, diminish any damages or conditions that the Tenant knows or should know would cause damages to the premises and/or personal property. Tenant shall notify Landlord of any condition or situation that Tenant knows or should know should be mitigated to prevent further damage to the property or injury to persons.
- H. **Exculpation, Hold Harmless, and Indemnification.** Tenant waives and shall hold harmless, pay and protect and indemnify Landlord, including its agents, employees, principals, and contractors, sub-contractors for any and all claims, actions, demands, or suits for damages,

debt collector landlord tries to collect any money Tenant owes, Tenant agrees that property owner and Landlord or his or her agent may call you on your cell phone and use an automated dialer. All unpaid monies bear 18% interest per year from the due date, compounded annually. Tenant shall pay all collection-agency fees if he or she fails to pay all sums due upon demand stating that collection agency fees will be added if Tenant does not pay all sums by the stated deadline.

- E. **“No Waiver”**. The parties agree that the Landlord does not waive its right to institute an action for possession against the Tenant if the Tenant is in non-compliance with his or her tenancy obligations and the Landlord accepts rent after knowing of the non-compliance.
- F. **Acceleration**. Upon termination of the lease, all owed fees, monies and rent are accelerated and due immediately, including rent for the balance of the lease term under the remedy provided in FS 83.595(2).
- G. **“Surrender” of Premises**. Tenant is deemed to have surrendered the premises, thus allowing Landlord to terminate the lease and repossess the premises, when Tenant **(1)** turns in the keys to Landlord with the intent to vacate the premises, **(2)** executes a notice or agreement that Tenant has vacated premises and surrenders the same, or **(3)** the circumstances establish, by the preponderance of the evidence, the Tenant’s intent to do so. Landlord has the discretion not to accept Tenant’s surrender, and Landlord’s re-entry shall not be deemed as acceptance of surrender. Landlord shall express intent not to accept Tenant’s surrender if Landlord intends as such. If this lease is or becomes a multiple tenant lease, the act(s) of “surrender” must be performed by or with expressed consent of each tenant.
- H. **Notice Delivery**. If Landlord delivers a notice to Tenant to enforce this lease, Tenant shall pay Landlord Notice Delivery Fee (#15).

25. LEASE TERMINATION

In addition to any other termination event allowed by law or this lease, Landlord may terminate the lease agreement based on one of the following provisions:

- A. **Default**. Tenant’s violation of this lease agreement constitutes default.
- B. **Month-to-Month Tenancy**. With FIFTEEN (15) DAYS pursuant to F.S. 83.57(3).
- C. **Military**. As permitted by law for service members.
- D. **Major Repair**. If Landlord’s performance of this lease becomes impossible or substantially frustrated due to major damage caused to the premises or to a hazardous or dangerous condition relating to the premises or due to the economic hardship imposed on the Landlord to repair the premises, to no fault of the Landlord or beyond the Landlord’s control, Landlord may terminate this agreement with thirty 30 DAYS notice to Tenant. Rent will be abated during the time that Tenant must and does vacate the premises due to major damage or dangerous or hazardous condition. “Major damage” is presumed if at least twenty-five (25%) of the premises is damaged or affected by the damage or repair costs equal to at least \$15,000. Tenant waives any cause of action for damages or breach of contract due to the condition causing the premises to be unfit for habitation and shall vacate the premises accordingly.
- E. **Condemnation; Acts Of God**. If the premises are condemned for any reason by any governmental authority; destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, the Landlord may immediately terminate this lease with notice to Tenant. If such an event occurs, Landlord shall (if Tenant is not in default) waive any rent that later accrues in the lease term, and Tenant waives all claims or actions against Landlord for any damages or injuries resulting from such condition or lease termination where the same are not the Landlord’s fault or obligation.
- F. **Landlord Notice of Termination**. Landlord may terminate this lease agreement with forty-five (45) DAYS notice to Tenant. The lease shall terminate at the expiration of said number of days. Tenant agrees and understands that notice to this effect may be given in the following manner: hand-delivery, posting on the premises, first class mail, electronic mailing (e.g. e-mail or Online Portal, and text message), or any other means that the parties use to communicate with each other.
- G. **Miscellaneous**. If any governmental authority orders the premises to be altered, either party may terminate this lease and shall not be held liable for any resulting damages. In the event of a mortgage foreclosure of the premises; bankruptcy or insolvency, or making of an assignment for the benefit of creditors on the part of the Tenant; a judgment or order of foreclosure; or the issuance of an execution or similar process against the Tenant, this lease may be terminated by either party and shall not be held liable for any resulting damages. If the premises are “condemned” as defined by a local, state or federal governmental agency, this lease shall terminate and neither party shall be liable for resulting damages. This lease will be terminated automatically if the Tenant has deceived, lied, or defrauded Landlord in any way concerning any material aspect of this tenancy, including but not limited to, application process or lease provisions.

27. ACCESS TO PREMISES

Landlord (including its agents and third party contractors) may enter the Premises pursuant to FS 83.53. For this section, “notice” includes notice by following means: Online Portal, mail, e-mail, telephone, voicemail, text message, hand delivery or posting notice on the premises front door. Tenant agrees that Landlord may access the premises where there is a condition or circumstance in the premises that is substantially interfering with a neighbor’s quiet enjoyment of their residence and the Tenant or resident is not available to cure the interference. Landlord’s “driving by” the premises is not an inspection. Landlord may take photographs and video of the premises and collect other information regarding the condition of the premises during inspections for purposes of managing the premises’ condition. Upon inspection of the premises for

alleged to have resulted from the Landlord releasing Tenant's personal property to the person in this provision, and agrees to indemnify Landlord for any damages, fees, costs or judgments Landlord incurs as a result of the Landlord complying with this provision. Landlord has no obligation to contact the appointed person regarding disposition of Tenant's property and Tenant agrees to indemnify and hold harmless the Landlord of any good faith actions of Landlord's disposing personal property of Tenant. If Tenant becomes deceased and rent is not timely paid pursuant to this lease, Landlord may proceed to obtain a final order of possession for nonpayment of rent.

- J. **Attorney's Fees and Waiver of Jury Trial.** Unless a party is seeking exemplary, punitive, sentimental or personal injury damages, if a party to the lease employs an attorney due to a violation of the lease or FS ch. 83, pt. 2, the prevailing party is entitled to all reasonable costs and attorney's fees. Each party waives the right to demand a jury trial concerning any litigation, disputes, or otherwise between the Landlord and Tenant and/or Occupants/Guests, including but not limited to, any causes of action, disputes, and litigation, arising out of the landlord-tenant relationship, arising out of the terms of this lease and related addenda and/or agreements, arising out of the premises, whether or not a third party relationship or contract is involved in any such disputes.
- K. **Conflicting Information.** If Tenant ever receives information or instructions that is inconsistent with the lease or its addenda, the terms of the lease and addenda shall apply and do not waive or relieve the tenant from his or her obligation to follow the terms of the lease or addenda.
- L. **Other Terms. a. Timing.** Time is of the essence of the Lease. **b. Succession.** The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders. **c. Choice of Forum.** The choice of forum for filing any suits or other proceedings with respect to the Lease shall be in the county in which the premises reside. **d. Good Faith.** Landlord and Tenant will use good faith in performing all obligations herein. **e. Radon Gas.** As required by law, Landlord makes the following disclosure: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department". **f. Lead-Base Disclosure.** If the premises were built prior to 1978, Tenant acknowledges by signing this agreement that he or she has received a lead-base disclosure form and booklet from Landlord. **g. Waiver.** Any waiver of any provision or right or obligation in this lease may only be waived in writing signed by all parties. **h. Subordination.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the premises from time to time. **i. Legal Notices.** Tenant shall immediately notify Landlord of any legal notice delivered to Tenant or at the premises by any third party. Tenant has no authority to open any sealed mail, correspondence, notification or notice labeled for or to the Owner, but shall immediately deliver the same to Landlord. **j. Drywall.** While unlikely, there may exist Chinese drywall in certain homes built or rebuilt after 2004 (Hurricane Ivan primarily), which could be dangerous to the health of a person. If concerned, it is Tenant's obligation to verify if said exists. Landlord has inquired with Owners, and it is Landlord's belief that none exists, but Landlord cannot be held liable since Landlord has no way of knowing if a home was built with the same. **k. Construction.** The lease agreement shall not be construed against any one party.
- M. **Headings and Highlights.** Headings, captions, highlights, underscores, and emphasized words used in this agreement are for reference purposes only and should not have any effect on the interpretation of the agreement.
- N. **Court Filing.** Tenant agrees that if Landlord must file a legal action against the Tenant requiring the filing of the lease or other contracts, Landlord is not required to attach every page or lease provision or disclose any monetary figures unless the same are necessary and relevant to the action.

29. ENTIRETY CLAUSE

This lease, exhibits, addenda and attachments set forth the entire agreement between Landlord and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this agreement must be in writing and signed by both parties. If Tenant entered this lease upon reliance of certain oral representations or understandings, Tenant hereby waives any reliance of such representations or understandings as being "material facts" to Tenant's executing this lease. If any provision in this agreement is deemed illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this agreement shall remain in effect.

30. ERROR/OMISSIONS

If there is any obvious typographical error or omission in the lease or any addenda given the terms of the lease and addenda, and that does not materially affect the terms of the lease, Landlord shall have the right to correct such error or omissions and the Tenant shall re-execute said document(s) and shall hold Landlord harmless for any such error or omissions.

MINOR REPAIRS

Tenant is responsible for all minor repairs and maintenance at the Tenant's cost, which include, but may not be limited to, the following items. To the extent Landlord provides maintenance or repair services on Tenant's account during the tenancy pursuant to the Tenant Service Program Addendum, Landlord will provide those services.

General	<ul style="list-style-type: none"> -Filters (furnace, air conditioning, oven exhaust, refrigerator, and water) -Routine A/C filter and drain line maintenance -Cleaning -Stove burner when the "eye" needs simple replacement -Batteries for any device used to service the premises -Remotes that service the premises (e.g. door, light, fan and appliance) -Fan pull strings -Pest control and extermination of interior, and if not provided by Landlord, exterior of premises -Smoke and carbon alarms testing and batteries -Ensuring appliances are properly plugged in, hooked up, and used -Removing dirt, debris, and lint in and from connection pipes (e.g. clothes dryer) -Tighten loose screws on all home functions (e.g. doors, hinges, handles, socket covers, fan blades, towel racks, and other common household items) -Balancing off-balance appliances -Lock and key operation / maintenance -Cable, internet, and phone jacks -Fire extinguishers -Any damage or defective condition caused or contributed by Tenant -Systems operation (e.g. security, irrigation, HVAC)
Electrical	<ul style="list-style-type: none"> -Reset "tripped" GFI breakers -Light bulbs (throughout and at the end of the tenancy) -Blown fuses -Reset breakers in the outside and inside breaker boxes -Socket and plug outlet covers
Plumbing	<ul style="list-style-type: none"> -Unclog drains or toilets -Caulking around tubs and showers as needed -Gas pilot lighting -Leaky faucets and shower heads -Toilet flappers, handles, seats and seat lids, tank lid, and flush kit -Sink and tub stoppers -Non-slip mats in each tub and shower -If septic tank present, use RID-X as directed on consumer box -Proper cleaning of garbage disposal -Loose faucets and sprayer heads and hoses -Faucet filters (i.e. aerator) -Open exterior plumbing clean out when necessary (e.g. sewage backup)
Exterior	<ul style="list-style-type: none"> -Routine lawn (and pool) maintenance -Adjusting sprinkler heads as necessary -Removing all trash, debris -Removing all tenant's personal property by vacate date -On the last month of tenancy, tenant must perform required lawn maintenance no sooner than 2 days prior to vacate date

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