

RESIDENTIAL LEASE AGREEMENT

Name(s) of Tenant(s): _____

Property Address: _____

Lease Start Date: _____

Lease End Date: _____

Security Deposit: _____

First Month Prorated Rent: _____

Last Month Rent: _____

Credits: _____

Total Due at/prior to Lease Start Date: _____

Rent Amount Details:	**From Date:**	**To Date:**	**Base Amount:**
Year 1 Rent	_____	_____	_____
Year 2 Rent	_____	_____	_____
Year 3 Rent	_____	_____	_____

This Residential Lease Agreement ('Lease") is entered into as of the date set forth above by and between Mare Properties Management ('Landlord"), and the Tenants named above (referred to in this Lease collectively as 'Tenant"). Landlord and Tenant shall be collectively referred to herein as the 'Parties." With the intent to be bound hereby, the Parties agree as follows:

1. **LEASE TERM.** Landlord leases to Tenant the residential dwelling described above (hereinafter referred to as the 'Property") for a term beginning on the Lease Start Date and terminating on the Lease End Date set forth above (the 'Rental Term").
2. **RENT AMOUNT.** Tenant shall pay to Landlord the monthly Rent Amount set forth above ('Base Rent") on or before the FIRST day of each month. Partial payments of Rent are not accepted. Rent shall be paid by Tenant in advance and without demand through Landlord's online payment system in accordance with the instructions set forth on the Rent Collection Addendum (Addendum 'A") attached to this Lease. **NO PERSONAL CHECKS, MONEY ORDERS OR CASH ARE ALLOWED, UNLESS AGREED TO IN ADVANCE BY LANDLORD**. Tenant shall pay the First Month Base Rent Amount on signing and the Second Base Month Rent Amount on or before the first day of the second month. In all instances, Tenant shall thereafter pay the regular monthly Base Rent Amount on or before the first day of each subsequent month. Tenant shall pay the Last Month

Prorated Base Rent Amount for the last month of the Term, unless the Lease is extended. Landlord will not honor any charges or deductions from Rent not specifically authorized in advance in writing. Any and all charges, fees, costs and other amounts payable by Tenant to Landlord, pursuant to the terms of this Lease, shall be hereinafter collectively referred to as 'Additional Rent." The Base Rent and Additional Rent are herein collectively referred to as 'Rent," and constitute Rent under this Lease and pursuant to Section 83.43(6), Florida Statutes (2023). All amounts due under this Lease as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which arise during the Rental Term or during Tenant's occupancy of the Property and which shall survive the expiration of the Rental Term, the obligations of Tenant to pay the Additional Rent provided for in this Section 2 shall survive the expiration of the Rental Term.

If Tenant received a rent concession and terminates early due to default, the concession will be immediately terminated, and Tenant will be required to immediately repay to the Landlord the amounts of all concessions and/or discounts that you have actually received for the months you resided in the premises, and without further notice from us.

3. **NOTICE TO VACATE.** If Landlord does not wish to renew or extend the Rental Term, Landlord shall give Tenant at least 30 days' notice prior to the end of the Rental Term. Tenant shall give Landlord at least 30 days written notice prior to vacating the Property. If Tenant fails to timely provide such written notice, Tenant shall owe liquidated damages in the amount of one month's Base Rent.

4. **EXTENSIONS AND RENEWALS.** If, upon expiration of the Rental Term, the parties choose to extend the Lease on a month-to-month basis, the Base Rent Amount for such extended term shall be $50 higher than the Base Rent Amount for the original Rental Term, in addition to adjustments accounting for market rent increase. Tenant must provide 30 days' written notice prior to vacating during the extended term. Landlord may charge Tenant a renewal fee for any renewal of this Lease agreed to by the parties.

5. **LATE FEES AND PAYMENTS.** If Rent is not received on the 5th day of the month, it is considered late and Tenant is in default of the Lease and Landlord may begin eviction proceedings. If Rent is not received by the 6th day of the month, Tenant will be assessed a late fee of $100.00 on the 6th day of the month, (the 'Late Fee"). Tenant acknowledges that the Late Fee is not a penalty, but rather is intended to reimburse Landlord for the administrative and other costs and expenses that result from Tenant's late payment. Returned, dishonored or insufficient payments are subject to the charges set forth on Landlord's online payment platform and any questions regarding those charges must be directed to the third party that maintains such platform. The Late Fee and charges are in addition to, and shall not constitute a waiver by Landlord of its right to declare a default under this Lease or pursue any other remedy available under applicable law. All payments received by Landlord shall first be applied to any outstanding balances of any kind, including but not limited to dishonored payment charges, damages to the Property, eviction costs and Late Fees, and any remaining amounts shall be applied toward outstanding Rent. All Late Fees and other charges and fees due under this Lease or charges or costs that are the responsibility of Tenant hereunder are deemed to be Additional Rent. Landlord reserves the right to refuse any partial Rent payment or to accept and hold such payment until Tenant pays the remainder owed. Landlord's acceptance of a partial payment shall not constitute a waiver of Landlord's right to demand full payment of Rent, nor shall it be grounds for dismissal or stay of any eviction proceedings.
6. **SECURITY DEPOSIT AND CHARGES.** On signing, Tenant shall pay, the Security Deposit Amount set forth above as security for the performance of Tenant's obligations under this Lease ('Security Deposit"). If Tenant fails to pay the full Security Deposit within 3 days of signing, this Lease shall be considered null and void and Landlord shall be entitled to retain any deposits or other sums paid by Tenant as liquidated damages and to pursue any other remedies available to Landlord under applicable law. Security Deposit refunds, if any are due, shall be made by check which will be

made out in the names of all persons listed above as Tenants and mailed to Tenants. The tenant is responsible for informing the Landlord, in writing, of the Tenants new address for mailing of the refund check. Refund checks may not be picked up in person from Landlord. The Security Deposit shall be held in a non-interest-bearing account at Chase Bank, 1515 Atlantic Blvd, Jacksonville, FL 32207. Upon termination of the Lease - whether at the end of the lawful term, due to a breach (including but not limited to a breach for failure to pay rent) or any other reason - damages (liquidated or otherwise) may be included in an intent to claim against the Security Deposit, and after compliance with the requirements of the applicable laws, deducted from the Security Deposit. Upon termination, the following charges, damages, fees costs and expenses (all of which shall constitute 'damages" under the applicable law and Additional Rent under this Lease) may be included in an intent to claim against the Security Deposit, and after compliance with the requirements the applicable laws, deducted from the Security Deposit:

A. Any unpaid Rent, Late Fees, or other fees, charges or costs owed by Tenant.
C. The cost of removing Property, debris, trash, or rubbish left when Tenant vacates the Property.
D. A professional cleaning fee in the amount of at least $175.00 upon move out. Tenant shall be responsible for the full amount of any cleaning fee above $175.00 if the Property is left excessively dirty.
E. Any costs incurred by Landlord or Owner to enforce this Lease or as a result of Tenant's breach of this Lease or any municipal codes, zoning regulations, homeowner's association or condominium association rules, regulations or bylaws.
F. Any unpaid utility charges and any late or other fees associated therewith.
G. The cost for replacement of unreturned keys, garage door openers, or other security devices.
H. The cost for removal of unauthorized locks or fixtures installed by Tenant.
I. The cost of packing, removing and storing abandoned property.
J. The cost of removing abandoned or illegally parked vehicles.
K. Pet violation charges.
L. Costs of reletting, if Tenant is in default.
M. Attorney Fees and Costs incurred by Landlord in enforcement of Landlord's rights under this Lease.
N. Any other items Tenant is responsible to pay under this Lease.
O. All charges resulting from noncompliance with the Move-Out Checklist Addendum.

If deductions exceed the Security Deposit, after the requirements are met under the applicable laws to apply said deductions from the Security Deposit, Tenant shall pay the difference within ten (10) days after receipt of written demand from Landlord. The Security Deposit will be applied first to any Additional Rent items, then to any unpaid Base Rent.

7. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance items, at Tenant's sole cost:

A. General Maintenance. Tenant shall generally maintain the Property so as to keep it in the same condition as when Tenant moved in. Tenant is responsible for any damage caused by Tenant, Tenant's guests, invitees, contractors or servicepeople, or any other person. Tenant shall keep the interior and exterior of the Property clean and presentable at all times, including any pool, parking areas, garbage can areas and yard. Tenant shall maintain all other items, systems, fixtures and areas not required to be maintained by Landlord below.
B. Plumbing. Tenant shall not dispose of grease or oil in any sink or toilet. Tenant shall not allow any of the following to be flushed or washed down any toilet or sink: facial tissues, baby wipes, disinfectant wipes, diapers, napkins, paper towels, dental floss, fats, oils and greases, hair, sanitary napkins, tampons, condoms or any non-organic material, vitamins, medicine, or other pharmaceuticals, plastic of any kind, toys, cigarette butts, cat litter, toothbrushes, tooth paste, food remnants, or any other item or substance for which the toilet system was not designed. Tenant shall take care not to damage the piping under any sink. Tenant shall be responsible for any damage to any garbage disposal caused by Tenant's disposal of non-food items. Tenant shall be responsible for the cost to repair any damage to any toilet handle, toilet, tub, plumbing fixture

or pipe caused by Tenant. Tenant shall be responsible for any water damage to the Property caused by Tenant. Tenant shall maintain any water filtration system and replace any water filters. Tenant shall maintain any water well or irrigation system and any water softener system.

C. Fire Safety. Tenant shall maintain and regularly test and inspect the smoke detector(s) and fire extinguisher(s) to ensure they are in good working order. Tenant shall regularly replace all smoke detector batteries as needed. Tenant acknowledges that the Property contains sufficient smoke detectors and one or more fire extinguishers.

D. Air Conditioner. Tenant shall change A/C filters bi-monthly and regularly clean drain line. If Tenant fails to regularly replace the A/C filter, Tenant shall pay an administrative fee of $50.00 for replacing the filter and shall pay for costs of coil cleaning and/or condensation line cleaning. If an A/C vendor determines the filter needs to be changed more frequently than 60 days due to an issue with Tenant cleanliness within the home, Tenant shall fully be responsible for any cost to replace the filters more frequently. Tenant shall be responsible for the cost of repairing any drain line, thermostat, or A/C or heating fixture or system damaged by Tenant's actions or by Tenant's failure to maintain such items, as determined by an A/C vendor approved by Landlord. Tenant shall be responsible for knowing how to operate the thermostat and shall run the A/C as necessary to adequately ventilate the Property to prevent the growth of mold. Tenant shall be responsible for any damage or costs caused by any of the following: (i) pest infestation in any thermostat; (ii) drain lines broken by Tenant, including by any landscaping done by Tenant or its vendors; (iii) frozen A/C units due to temperatures set below 68 degrees Fahrenheit; (iv) incorrect installation of A/C filters; (v) any damage caused by Tenant attempting to personally repair or maintain the A/C rather than hiring a professional; and (vi) circuit breakers in the home being tripped or needing to be reset. Tenant shall also be responsible for the cost of regular maintenance and clearing of the drain line.

E. Electrical. Tenant shall maintain and replace all light bulbs at the Property. Tenant is responsible for any fire or other damage caused by Tenant's misuse or the electrical system or any electric-powered device. Tenant shall reset any breakers or GFCI tripped due to any power surge or short and is responsible for the cost of any service vendor called to the Property due to a tripped breaker or GFCI.

F. Appliances. Tenant shall be responsible for any damage or costs caused by the misuse of any appliance, including but not limited to overfilling of any refrigerator or freezer. Tenant is responsible for damage to any appliance caused by pest infestation. Landlord is not responsible for the cost of any food spoiled by any malfunctioning appliance.

G. Landscaping. Landlord shall maintain the landscaping including mowing the lawn, trimming bushes, hedges and other landscape as necessary. Landlord may arrange for lawn maintenance to be provided by a third party and Tenant will be responsible for leaving the lawn free of any items that may interfere with the lawncare provider. Landlord may decide, in Landlord's sole discretion, the third party provider, schedule, and layout of any landscaping. Tenant is responsible for any costs for hoses, sprinklers, or any other items not explicitly provided by the Landlord.

H. Pest Control. Tenant shall keep the Property free of insects and other pests and hire a professional pest control company to treat the Property as necessary. Tenant is responsible for any damage to any portion of the Property or any appliance caused by pest infestation. The Tenant should inform the Landlord, in writing, of any pest infestations immediately. Any pest infestations identified in the first 7 days of the lease term will be the responsibility of the Landlord to fix. Any pest infestations after that point, are the responsibility of the tenant to fix. If the tenant does not arrange sufficient professional pest control company treatment, the Landlord may hire the professionals and that cost will be passed on to the Tenant to pay within 30 days of the invoice date.

I. Septic System. If the Property has a septic system, Tenant shall maintain the system and be responsible for any damage to the system as set forth on the Septic Addendum attached as Addendum 'I".

J. Miscellaneous. Tenant shall keep all gutter free of debris. Tenant shall clean and change stove drip pans at Tenant's expense.

8. MAINTENANCE BY LANDLORD. Landlord shall be responsible for maintaining only the following items:

A. HVAC system (except as noted in Section 7 above).
B. Electrical system (except as noted in Section 7 above).
C. Plumbing System (except as noted in Section 7 above).
D. Landlord provided appliances (except as noted in Section 7 above).
E. Roof, foundation, exterior walls, doors and windows. However, Tenant shall be responsible for any window or door intentionally broken unless a police report is promptly filed by Tenant.
F. Landscaping (except as noted in section 7 above)

Tenant shall be liable for the cost of repair to any of the foregoing to the extent any damage was caused by a Tenant or a guest/invitee/licensee of Tenant.

9. MAINTENANCE PROCEDURES. Tenant must promptly report all damages and maintenance needs and all repairs must be coordinated through Landlord. No repair or maintenance will be performed after business hours unless necessary to preserve the Property or to protect the health or safety of Tenant or other persons, in Landlord's sole discretion; provided however, that Landlord shall have no liability to Tenant or others for failure to make repairs outside of normal business hours. If the maintenance issue was caused by Tenant or is for an item required to be maintained by Tenant, Tenant shall be responsible for the entire repair, charge or invoice. Repairs made by Landlord are at Landlord's sole discretion, including choice of vendor and product or finish. Landlord has no obligation to perform in-kind or matching replacement. Tenant shall be present for any scheduled maintenance visit and shall pay the cost of any fee charged by any vendor for a missed appointment or for Tenant's failure to provide access to the Property. If Tenant fails to cooperate with repair efforts or make the Property available when needed for repairs, Landlord may place a key lockbox on the Property to allow vendors access to the Property and Tenant shall pay a $50.00 fee for the administrative cost of Landlord facilitating repairs. Landlord is not responsible for the cost of relocation or alternate lodging caused by any maintenance or repair needed to the Property.

10. UTILITIES. Tenant shall promptly connect and pay for all utilities associated with the Property, including but not limited to (as applicable): garbage collection, water, sewer, telephone, gas, security system, and other bills incurred by Tenant during the Rental Term. Tenant shall not allow electricity, water, sewer and garbage collection to be shut off or discontinued during the Rental Term. Tenant shall pay Landlord an administrative fee of $50.00 for each utility not placed in Tenant's name within 3 business days of the Lease Start Date, or for each utility that is placed into Landlord's name during the Rental Term.

11. PROHIBITED ACTIVITIES AND RESTRICTIONS. Tenant shall not:

A. Smoke or use illegal substances in or on the Property or allow any other person to do so.
B. Keep any animal or pet on the Property without prior written approval of Landlord and execution of a separate Pet Addendum (Addendum 'H") signed by all Parties. The unauthorized presence of a pet will subject Tenant to a charge of $50.00 per day, and shall constitute grounds for immediate termination of the Lease.
C. Make any alterations to the Property, including painting, without Landlord's prior written consent. In the event Landlord approves any such alterations, Tenant shall repair all nail holes or other damage to walls prior to moving out.
D. Assign, mortgage, encumber, or transfer this Lease, or sublet any part of the Property without the prior written consent of the Landlord. Any attempted assignment, mortgage, encumbrance, transfer or sublease of this Lease shall be null and void.
E. Remove any fixture or appliance attached to or present at the Property or install any fixture or satellite dish without Landlord approval.

F. Park any vehicles in the yard or anywhere other than designated parking areas, repair any vehicles other than in an enclosed garage, or store any inoperable vehicles or vehicles without license plates or proper registration at the Property. Tenant may not park any commercial vehicles anywhere on the Property.
G. Commit any act or fail to commit any act that violates any law, regulation, municipal code, zoning regulation, or homeowner's or condominium association rule or bylaw and/or any community rules and guidelines, or violates the terms of Owner's insurance policy on the Property.
H. Commit any waste or store any dangerous or hazardous materials on the Property or undertake any act which violates the terms or conditions of any insurance policy in favor of the Landlord or Owner or otherwise jeopardizes Landlord's or Owner's insurance coverage, or the health or safety of Tenants or others.
I. Attempt to terminate this Lease or abandon the Property during the Rental Term or allow the Property to be vacant for a period exceeding 30 days.

Any failure to comply with the above-listed prohibited activities, or any not listed, that result in a 7 Day Notice of Non-Compliance being sent, will result in a $50 charge which will constitute additional Rent. Tenant shall also be responsible for any cost or damage resulting from Tenant's failure to comply with such rules.

12. USE AND OCCUPANCY. Tenant shall use the Property only as a residence and shall not operate any trade or business from the Property. Tenant shall be responsible, at all times, for the conduct of Tenant's guest, licensees, and invitees while they are on the Property. If Landlord receives any complaints concerning the conduct, noise or disturbance of the peace of Tenant or Tenant's guests, licensees or invitees, such complaint shall constitute an Event of Default under this Lease. Tenant shall use the Property in such a manner as to comply with all local, county, state and federal laws, rules, ordinances, regulations and codes. Tenant must comply with all homeowner's association or condominium association rules and is responsible for any fines or costs incurred by the failure to follow such rules. Tenant shall be responsible for obtaining a copy of any such rules directly from the association. Tenant is responsible for the cost of complying with all association rules and any costs resulting from Tenant's failure to comply with such rules, including any fines. Tenant shall not use the Property or permit it to be used for any disorderly or unlawful purpose or in any manner determined by Landlord to be offensive to any of the neighbors. The Property are to be used exclusively as a residence only by the Tenants and their minor children listed on lease. NO OTHER PERSONS MAY LIVE AT THE PROPERTY WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION. Each guest may stay no longer than a total of fourteen (14) days per year. Tenant shall not possess or store any of the following on the Property: portable space heaters, trampolines, water beds, above-ground pools, zip lines, skateboard or bicycle ramps, outdoor appliances, or hot tubs. Landlord may terminate the Lease if any condominium or homeowner's association restricts Landlord's ability to lease the Property.

13. EVENTS OF DEFAULT. Any of the following shall be deemed an Event of Default:
A. Tenant's failure to pay any installment or portion of Rent, or any other fee or charge, in full when such amounts become due.
B. Tenant's failure to perform any of Tenant's responsibilities or observe any other term or condition of this Lease.
C. Tenant committing any act prohibited this Lease.
D. Tenant attempting to terminate the Lease prior to expiration of the Rental Term or abandoning the Property during the Rental Term.
E. The filing or execution or occurrence of (i) a voluntary or involuntary petition of bankruptcy by or against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition, if involuntary; (ii) a petition against Tenant seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act or any similar state law,

and the failure of Tenant, in good faith, to promptly commence an action to dismiss the petition; (iii) a general assignment for the benefit of Tenant's creditors. Or the taking by any party of the leasehold created hereby or any part thereof, upon foreclosure, levy, execution, attachment, or other process of law or equity.

F. Any Tenant being incarcerated for any period of time during the Rental Period.
G. Tenant's default under any other agreement between Landlord and Tenant concerning the Property.

14. LANDLORD'S REMEDIES FOR DEFAULT. In the event the Tenant commits an Event of Default of the Lease, Landlord may evict Tenant through summary proceedings, hold Tenant responsible for all unpaid Rent, fees, charges and damages, and pursue all other remedies available under applicable law. In the event of an early termination, Tenant agrees to pay damages as set forth on the Early Termination Addendum (Addendum 'E").

The failure of the Landlord to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. An acceptance by the Lessor of a partial payment shall not be deemed an accord or satisfaction.

15. BANKRUPTCY. In addition to any and all other rights and remedies available to Landlord at law or in equity, Landlord may, in Landlord's sole and absolute discretion, terminate this Lease upon thirty (30) days' written notice to Tenant in the event of a filing or execution or occurrence of (i) a voluntary or involuntary petition of bankruptcy by or against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition, if involuntary; (ii) a petition against Tenant seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act or any similar state law, and the failure of Tenant, in good faith, to promptly commence an action to dismiss the petition; or
(iii) a general assignment for the benefit of Tenant's creditors or the appointment of a trustee or receiver of Tenant or Tenant's property.

16. LIENS. Tenant shall not cause or allow any liens, including any construction liens, mortgages, code enforcement or nuisance liens to be filed against the Property or any part or interest thereof. Tenant has no authority to enter into any contracts which could give rise to such liens. If any intent to file any such lien is filed in the public records or sent to Tenant, Tenant shall immediately notify Landlord, secure the release of said lien and indemnify Landlord for all costs, together with attorney's fees, arising out of or relating to such lien. **THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Property at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

17. COURTESY ITEMS. The following items and appliances, if present on the Property, are furnished solely as a courtesy to Tenant, are not warranted, and shall not be replaced by Landlord if they are damaged or break: icemaker, microwave, dishwasher, blinds, closet doors, fences, ceiling fans, washer and dryer. Maintenance of such items and appliances is Tenant's responsibility, and Tenant will keep them in good repair.

18. KEYS AND LOCKS. Key(s) to enter the exterior doors of Property will be supplied by Landlord prior to Tenant taking possession of the Property. If Landlord does not have a copy of the mailbox key, Tenant must obtain such key from USPS at Tenant's expense. If Landlord does not possess a garage door opener or gate cards, or community or pool access cards, Tenant is responsible for obtaining one at Tenant's cost. Tenant may not change locks without obtaining Landlord's prior written approval. Any key or lock failure shall be promptly reported to Landlord; however, Landlord does not warrant lock integrity and is not liable for any damage, injury, or harm occurring as a result of lock failure. Locks, keys and garage door openers lost or damaged by Tenant will be repaired

and/or replaced by Landlord at Tenant's expense. Tenant is responsible for the cost of any locks that need to be changed due to Tenant's actions and any costs incurred as a result of Tenant losing any keys or being locked out of the Property. Lost keys will result in a fee of $50 per occurrence if making a copy is necessary, and $150 fee if replacing the lockset is necessary.

19. **'AS IS" CONDITION.** Tenant accepts the Property, fixtures, and, if applicable, furniture 'as is", 'where is" and 'with all faults." It shall be Tenant's responsibility to notify Landlord of any existing damage, faults, defects or other punch-list items within 7 days of moving in, utilizing Landlord's standard form which will be provided to Tenant. Failure to notify Landlord of such defects may result in Tenant's liability for any repairs and maintenance required to cure such defects. Tenant is also responsible for verifying the dimensions and square footage of the leased Property. The Property being leased may not include all real property surrounding the building being leased. Landlord reserves the right to move or remove fencing and to subdivide the Property and surrounding area for the purpose of future development, and Landlord shall have no liability to Tenant for such alterations or development.

20. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION; SIGNS.** Landlord may inspect and photograph the Property to ensure Tenant is maintaining the Property and complying with all of Tenant's obligations. Landlord may also access the Property to show it to prospective Tenants, purchasers, mortgagees, Owners, and contractors at any reasonable times during the Rental Term. Tenant agrees to keep the Property in a clean and show-ready condition at all times. Landlord shall give reasonable notice of any inspection or showing. Landlord may inspect the Property every 30 days, or more often if Tenant is found to be not in compliance with the terms of this Lease. Landlord may, at any time during the Rental Term, display signs at the Property, including signs advertising the sale or rental of the Property or other advertising and marketing signs for Landlord's benefit, and Tenant shall not remove, alter or cover or otherwise interfere with such signs. The left and rear half of the property are private property of the Landlord and the Tenant should not access these areas without prior written permission from the Landlord. See (H) Map addendum.

21. **SURRENDER AND HOLDOVER.** Immediately upon the end of the Lease, whether by its own terms of upon default, Tenant shall surrender the Property to Landlord and remove all of Tenant's personal property. If Tenant fails to remove any personal property by the end of the last day of the Rental Term, such property shall be deemed to be abandoned by the Tenant and shall at Landlord's option become the property of the Landlord or be disposed of by Landlord without liability to Tenant. If Tenant fails to vacate the Property upon expiration of the Lease, in addition to any other remedies available to Landlord under applicable law, Landlord shall have the option to treat Tenant as a holdover Tenant, in which case Tenant agrees to pay double the Rent Amount per month during the holdover period. Additionally, during the holdover period, a 30-day written notice to vacate is required of Tenant.

22. **ASSIGNMENT BY LANDLORD OR OWNER.** Landlord and the Owner of the Property shall have the right to transfer or assign their rights and obligations under this Lease to any: (i) successor-in-interest; (ii) purchaser or other transferee of any interest in the Property or management rights to the Property; or (iii) to any other person or entity, and any such transfer or assignment shall not relieve Tenant of Tenant's obligations hereunder. If any such transfer or assignment results in a change in the manner in which Tenant's Security Deposit is held, the new Landlord or Owner shall provide written notification to Tenant. If any person shall succeed to all or part of owner's interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.
23. **SUBORDINATION OF LEASE.**

This Lease and Tenant's interest in the Property are and shall be subordinate, junior and subject to any and all mortgages, liens or encumbrances now or hereafter placed on the Property by Landlord or Owner, all advances made under any such mortgages, liens or encumbrances (including but not limited to future advances), and all renewals, extensions or modifications thereof. Tenant will execute and deliver a recordable subordination agreement and tenant estoppel letter from time to time upon Landlord's or Owner's request.

24. **LIABILITY; INSURANCE.** Landlord shall not be responsible for any acts by, or damage or injury to Tenant, Tenant's family, guests, invitees, or any other persons or tenant's property, occuring on or near the Property, no matter how caused. Tenant hereby releases and holds Landlord harmless from any liability, claim, loss, injury or damage arising out of or relating to Tenant's lease or occupancy of the Property. Landlord strongly recommends that Tenant obtain personal liability, renter's and flood insurance. Landlord has no insurable interest in Tenant's personal property and does not warrant or insure any property owned by Tenant or others who may be on the Property. Landlord is not responsible for any acts by, or damage or injury to Tenant, Tenant's family, guests, invitees, or any other persons or property, occurring on or near the Property and Tenant agrees to hold Landlord harmless from, and indemnify Landlord against, any claims for damages (including attorneys' fees) no matter how caused, arising out of or relating to the Lease or Tenant's occupancy of the Property. Landlord shall not liable for special or consequential damages for any reason whatsoever. In the event the Property is not ready or available for Tenant to move in on the Lease Start Date, Tenant shall not be responsible for payment of Rent for any such time period as Tenant's sole remedy and Tenant shall not be entitled to any further credit.

25. **JOINT AND SEVERAL LIABILITY.** If more than one Tenant is a party to this Lease, all Tenants are jointly and severally responsible for the performance of this Lease. Landlord may choose to release any Tenant from his or her obligations under this Lease without affecting the responsibility of any other Tenant. The term Tenant, as used in this Lease, shall include any assignee, sublessor, or guarantor of Tenant; however, this provision shall not be construed to permit the assignment of the Lease or the subletting of the Property, except as may be permitted hereby.

26. **ATTORNEYS' FEES AND COSTS.** Landlord shall be entitled to recover costs and reasonable attorneys' fees, in an amount not less than $500, incurred in any action or proceeding to enforce, construe, or remedy the breach of this Lease, or to evict any Tenant, including sending any notices of default, or to pursue any other remedies available to it under applicable law.
27. **SEVERABILITY; WAIVER.** Should any provision of this Lease be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law. The waiver by Landlord of any breach shall not be construed as a continuing waiver of any subsequent breach, and the acceptance by Landlord of partial payments shall not, under any circumstances, constitute a waiver of any rights of Landlord under this Lease, nor affect any notice or legal proceedings previously given or commenced under applicable law. Tenant specifically waives notice of default for nonpayment of Rent or any other monetary obligation which is due from Tenant to Landlord under the terms of this Lease.

28. **ENTIRE AGREEMENT.** This Lease supersedes and replaces any prior Lease between the Parties or between Tenant and any prior landlord or owner concerning the Property. This Lease and the attached addenda, if any, constitute the entire agreement between the Parties with respect to the subject matter of this Lease. All prior oral or written representations or agreements if any shall be deemed superseded by and merged into, this Lease. Tenant acknowledges that Landlord has not made any oral or written representations which differ from the terms of this Lease and that Tenant has not acted in reliance upon any oral or written representation of Landlord in entering into this Lease. The term 'including" as used in this Lease shall be interpreted as 'including but not limited to." This Lease may be modified only in writing signed by all Parties.

29. **CASUALTY LOSS.** If the Property is destroyed or damaged and becomes partially or completely uninhabitable due to fire, weather, or any other casualty, Landlord may immediately terminate this Lease by written notice to Tenant. In such event, Landlord shall deduct any sums owed to Landlord from Tenant's Security Deposit and return the remainder to Tenant in accordance with Section 6 above and Landlord shall have no further obligation or liability to Tenant. Under no circumstances is Tenant entitled to reimbursement for costs of relocation or obtaining alternate housing.

30. **EXCLUSIVE MANAGEMENT.** While the Property is under management with Landlord, Tenant is prohibited from contacting Owner for any reason. It shall be a non-curable Event of Default of this Lease for Tenant to contact Owner. While the Property is under management with Landlord, Landlord shall not provide Tenant's contact information to Owner, unless Owner is an affiliate or subsidiary of Landlord. Nothing contained herein shall be construed to prohibit Owner from contacting Tenant once Landlord ceases management of the Property.

31. **GOVERNING LAW; JURISDICTION AND VENUE.** This Lease shall be construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. The sole and exclusive venue for any action regarding the interpretation or enforcement of this Lease shall lie in a court of competent jurisdiction located in Duval County, Florida and Tenant irrevocably consents to the jurisdiction of such court.

32. **METHOD OF NOTICE AND SIGNING.** This Lease and any renewal or amendment to this Lease may be signed electronically. Any notice or written communication required or allowed to be given under this Lease may be made by U.S. Mail or email to the email addresses listed below, unless another form of transmission is required by applicable law. Landlord or Tenant may designate a different e-mail address for notifications by written notice to the other party.

33. **NO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS LEASE, INCLUDING SPECIFICALLY ANY EVICTION ACTION. TENANT ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO LANDLORD ENTERING INTO THIS LEASE, AND THAT TENANT HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS LEASE AND UNDERSTANDS THE LEGAL EFFECT OF THIS LEASE AND JURY TRIAL WAIVER.

34. **FORCE MAJEURE.** Notwithstanding anything in this Lease to the contrary, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by Landlord if any failure of such performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, disease, epidemic, pandemic, viruses and other illnesses (including, without limitation, COVID-19), weather, or any other cause whatsoever (including failure of either party to supply necessary data or instructions) beyond the reasonable control of Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

35. **CLASS ACTION WAIVER.** ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF EITHER PARTY UNDER ARISING OUT OF OR PERTAINING TO THIS LEASE OR THE RELATIONSHIP OF THE PARTIES (INCLUDING THE ASSERTION OF ANY COUNTERCLAIM) WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS, AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THOUGH THE COURTS OR THROUGH ANY OTHER JUDICIAL FORUM) ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED. BY ENTERING INTO THIS LEASE THE PARTIES UNDERSTAND

AND AGREE THAT THEY MAY BRING CLAIMS AGAINST EACH OTHER OR EACH OTHER'S RESPECTIVE AFFILIATES, SUBSIDIARIES, PARENTS, EMPLOYEES OR AGENTS ONLY IN AN INDIVIDUAL CAPACITY, AND WAIVE ANY RIGHT TO BRING SUCH CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.

36. **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.

37. **TENANT'S PERSONAL PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. FOR PURPOSES CONTAINED HEREIN, PRIMA FACIA EVIDENCE OF SUCH ABANDONMENT SHALL BE PARTIAL REMOVAL OF BELONGINGS IN CONJUNCTION WITH RENT NOT BEING PAID IN FULL, OR OTHER METHODS DEEMED REASONABLE BY LANDLORD.

38. **NOTICE:** 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.

39. **RECORDING OF TELEPHONE COVERSATIONS.** All calls both inbound and outbound to and from our office may be recorded for quality assurance purposes. By signing this lease agreement, Tenant(s) acknowledges and accepts that any calls made to Landlord will be recorded, and any outbound calls Landlord makes in order to contact Tenant(s) are also recorded.

40. **ADDENDA.** The following addenda are attached hereto and made a part of this Lease:
    A. Rent Collection Addendum.
    B. Mold Addendum
    C. Lead Based Paint Disclosure Addendum
    D. Early-Temination Addendum

E. Service Member Addendum
F. Pet Addendum (if applicable)
G.Septic Addendum (if applicable)

[End of Agreement. Signature to Follow on Next Page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date and year indicated above.

TENANT(S):

Signature: _____ **Signature: _____**

Name: _____ **Name: _____**

Date: _____ **Date: _____**

Names of Minor Children Living at the Premises:

Name(s) of Occupant(s):

_____

LANDLORD:

Signature:_____

Name: _____

Date: _____

Addendum "A" to Residential Lease Agreement
Rent Collection Addendum

- Rent is due on the first of the month, unless otherwise indicated in your lease agreement.
- Rent is to be paid via Stessa

Stessa

Submit payment through residential portal at resident.stessa.com

You will then have access to
-pay rent
-submit maintenance request
-view application status

- Only Full rent payments are considered on time. Rent payments less than the full amount will result in the tenant incurring the late fee.
- **LATE FEE: Rent is considered late after the 5th of the month, incurring a one-time late fee charge of $100.00 if any rent balance is left unpaid after the 6th of the month.**
- If your payment is returned, you will be charged insufficient funds fees directly through your bank as well as our payment processor. This charge will be added to your ledger and will be due with your next payment.
- All payments made will be applied to all unpaid fees on the account first (ex. late fees, insufficient fund fees, 7 day notice fees, maintenance charge backs etc), and then rent last.

THIS ADDENDUM IS AGREED TO AND MADE PART OF THE LEASE AGREEMENT.

TENANT(S):

Signature: _____ **Signature:** _____

Name: _____ **Name:** _____

Date: _____ **Date:** _____

LANDLORD:

Signature:_____

Name: _____

Date: _____

Addendum "B" to Residential Lease Agreement
Mold Addendum

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant agrees to use all air-conditioning and heating systems, if provided, in a reasonable manner and as necessary to keep the Property adequately ventilated and free of mold. Tenant shall periodically open windows to allow circulation of fresh air during dry weather only. LANDLORD RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING. TENANT SHALL BE RESPONSIBLE FOR ANY MOLD ACCUMULATION CAUSED BY TENANT'S FAILURE TO RUN AIR-CONDITIONING AS NECESSARY.

TENANT AGREES TO:

- KEEP THE PROPERTY CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PROPERTY WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY

- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

TENANT SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD, AND ANY SPILLAGE AND MUSTY ODORS
- ALL A/C OR HEATING PROBLEMS, A/C DRIP PAN OVERFLOWS AND MOISTURE DRIPPING FROM OR AROUND ANY VENTS OR A/C CONDENSER LINES
- SHOWER, BATH, SINK OR TOILET OVERFLOWS,AND LEAKY FAUCETS OR PLUMBING
- PET URINE ACCIDENTS AND DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES OR CEILING
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS,
- CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, fromica, vinyl flooring, metal or plastic, Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), ruex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Landlord may immediately terminate the tenancy and Tenant agrees to promptly vacate the Property in the event Landlord in its sole judgment determines that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenants or other persons or that Tenant's actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: Tenants agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: Tenant is solely responsible for all damage, injury or health problems that result from Tenant's failure to comply with Tenant's obligations hereunder. Noncompliance includes but is not limited to Tenant's failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Breach of this Addendum shall be a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity and Tenant shall be liable to Owner for damages sustained to the Leased Property. Tenant shall hold Landlord and Owner harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this Addendum.

THIS ADDENDUM IS AGREED TO AND MADE PART OF THE LEASE AGREEMENT. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

TENANT(S):

Signature: _____ **Signature:** _____

Name: _____ **Name:** _____

Date: _____ **Date:** _____

LANDLORD:

Signature:_____

Name: _____

Date: _____

Addendum "E" to Residential Lease Agreement
Early Termination Addendum

It is a default of the Lease for Tenant to terminate the Lease or abandon the Property prior to the end of the Rental Term. If Tenant must terminate the lease before the end of the Rental Term, Tenant shall also be responsible for any damages or repairs to the Property, as set forth in the Lease. Tenant must give 60 days' written notice prior to the proposed date of early termination.

I agree, as provided in the rental agreement, to pay an amount equal to $1495 as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

TENANT(S):

Signature: _____ **Signature:** _____

Name: _____ **Name:** _____

Date: _____ **Date:** _____

LANDLORD:

Signature:_____

Name: _____

Date: _____

83.682Termination of rental agreement by a servicemember.

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to

the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

TENANT(S):

Signature: _____ **Signature:** _____

Name: _____ **Name:** _____

Date: _____ **Date:** _____

LANDLORD:

Signature:_____

Name: _____

Date: _____

ADDENDUM 'C" TO RESIDENTIAL LEASE AGREEMENT
LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint.Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

_____

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based-paint hazards in the housing (list documents below).

_____

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

ACKNOWLEDGEMENT OF TENANT(S):

TENANT(S):

Signature: _____ **Signature:** _____

Name: _____ **Name:** _____

Date: _____ **Date:** _____

ADDENDUM 'G" TO RESIDENTIAL LEASE AGREEMENT

SEPTIC ADDENDUM

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT

Septic System: Septic systems are complex and sensitive systems that require special care to ensure they function properly. There are 3 different types of systems but all of them have a few important things to note. Septic systems are built to handle a maximum water usage daily based on the size of the home. The rule of thumb is: for each bedroom in a home, the septic system can handle 100 gallons of water per day. For a three-bedroom home, this means that the system can only handle 300 gallons of water per day in usage. Because the system does not care where the water is coming from, the number one reason for septic failure is a toilet running constantly that is not reported. This will affect the tanks ability to hold the gallon limits. In addition to a septic tank and drain field, many systems that have been installed post 1990 have a septic pump. These pumps are sensitive to electrical changes and water submersion. A standard pump should last 3-5 years, but when submerged under water, or if the pump becomes unplugged, this causes immediate pump failure and need for replacement.

Septic Alarm Warning: Each septic system has an alarm. The alarm is a warning that something is going wrong with the system. It is very important to note that if your septic alarm is sounding, it is trying to tell you something. Failure to report a septic alarm going off immediately will result in a tenant charge ranging from $60 to ten thousand dollars depending on the damage caused to the system by non-reporting.

How to know you are on septic versus city sewer: If you receive a FPL bill for sewer, you are NOT on septic. If sewer is NOT listed on your FPL bill, you ARE on septic.

How to determine if an issue is with your septic tank or plumbing inside your home:

1. There is a clean out on the exterior of the home. It is a white PVC pipe that has a white cap on it. Upon removal of the cap, if there is water in the cleanout, it is very likely the issue is with the septic system. If the cleanout is dry, it is very likely the issue is with the indoor plumbing system.

TENANT(S) AGREE TO

Only flush acceptable items down the plumbing fixtures.

UNACCEPTABLE ITEMS include but are not limited to the following: facial tissues, baby wipes, disinfectant wipes, diapers, napkins, paper towels, dental floss, fats, oils and greases, hair, sanitary napkins, tampons, condoms or any non-organic material, vitamins, medicine, or other pharmaceuticals, sheet plastic or plastic of any kind, toys, cigarette butts, cat litter, toothbrushes, toothpaste, food remnants, etc.

TENANT (S) SHALL REPORT IN WRITING:

Septic alarm sounding
Any damage to electrical receptacles for the septic tank Any overflow of sewage into the yard
Any septic breaker tripping
Toilets running constantly/any abnormal water usage on FPL bill

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is a septic issue present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to failure of the septic system.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

If the system is diagnosed as potentially being (or) being overloaded JWB will request the lease holder(s) to provide a water usage daily reading report to determine cause of system failure and the correct repair/replacement plan. The date range for the report will be provided by the Landlord based on the lease term and or vendor request. Resident(s) can request a daily usage report directly from their utility company.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any septic issues Immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the term s of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the Property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to septic system issues.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

TENANT(S):

Signature: _____ **Signature: _____**

Name: _____ **Name: _____**

Date: _____ **Date: _____**

LANDLORD:

Signature:_____

Name: _____

Date: _____

Addendum "H" to Residential Lease Agreement
Pet Addendum

1. Authorization to Keep Pets:
Landlord hereby grants permission for Tenant to keep the following described pet(s) on the Premises, subject to the terms and conditions contained herein:
Pet Name Type/Breed Age Color
_____
_____
_____

2. Tenant Responsibility and Liability:
Tenant shall be solely responsible for the care, custody, control, behavior, supervision, and well-being of the authorized pet(s). Tenant agrees to ensure that all pet(s) are properly vaccinated, licensed as required by local ordinance, and shall not pose a nuisance or threat to other tenants, neighbors, or guests.

3. Damage and Indemnification:
Tenant shall be liable for any and all damage to the Premises, furnishings, landscaping, or any part of the property caused by the pet(s), whether by chewing, scratching, digging, soiling, or other action. Tenant agrees to reimburse Landlord in full for the cost of any repair, replacement, or cleaning necessary due to the presence of the pet(s).

4. Release of Liability:
Tenant expressly agrees that Landlord shall not be held liable for any injury or harm caused by Tenant's pet(s) to any person, other animals, or property. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all claims, liabilities, losses, damages, expenses (including reasonable attorney's fees), or judgments arising out of or related to the actions of the pet(s), including but not limited to bites, attacks, or other injuries or damages.

5. Revocation of Pet Privileges:
In the event the pet(s) become a nuisance, pose a health or safety risk, or if Tenant breaches any provision of this Addendum, Landlord reserves the right to revoke permission to keep the pet(s) on the Premises upon written notice. In such case, Tenant shall permanently remove the pet(s) within seventy-two (72) hours of receiving notice.

6. No Other Pets Permitted:
No additional animals of any kind shall be brought onto the Premises without prior written consent of the Landlord through an amended Pet Addendum.

7. A non-refundable pet cleaning fee of $250 will be due at move-in.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

TENANT(S):

Signature: _____ **Signature: _____**

Name: _____ **Name: _____**

Date: _____ **Date: _____**

LANDLORD:

Signature:_____

Name: _____

Date: _____