

AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made by and between Manager acting as lessor, pursuant to express written authority granted to Manager by the Owner(s) of the Apartment Community, and Resident(s) as lessee. The names and addresses of all said parties to the Lease are fully set forth on Schedule "A" attached hereto and made a part hereof. The lessee(s) are hereinafter referred to as "Resident" individually and collectively if more than one.

1. **Demise:** In consideration of the full payment by Resident of the rental amount(s) required under the Lease when the same shall become due and payable and the performance of all of the other terms and conditions of this Lease, Manager hereby leases to the Resident, the unit (the "Unit") located within the apartment (the "Apartment") described on Schedule "A".
2. **Move-In Date:** The proposed move-in date is set forth on Schedule "A." If the move-in date is other than the first day of a calendar month, rental for the calendar month of the move-in shall be the amount of monthly rent set forth in Schedule "A," less the adjustment thereto as specified on Schedule "A." At Manager's option, possession of the Apartment may be withheld from Resident until all amounts due at move-in pursuant to the Lease have been paid in full. All rent shall be due and payable in accordance with paragraph 4 herein below.
3. **Term:** The term of the Lease is for the period set forth as the "Lease Term" on Schedule "A." This Lease shall not renew. If Resident intends to enter into a new lease agreement for the premises after the expiration of the Lease, Resident must so notify Manager in writing not less than ninety (90) days prior to the end of the Lease Term. Notwithstanding the foregoing or anything contained elsewhere in the Lease, Manager reserves the right not to enter into a new lease agreement with Resident and to require resident to vacate the premises upon termination of the Lease. If Resident remains in the Apartment and/or Unit beyond the end of the Lease Term without having entered into a new lease agreement for the premises, Resident shall be a holdover tenant and be responsible to Manager for twice the daily amount of rent for the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession of the Apartment and/or Unit in accordance with F.S. 83.58. If the actual beginning of occupancy of the Unit is delayed beyond the move-in date because of construction or the continuous occupancy of the Unit by the previous resident, or for any reason beyond the control of Manager, neither Manager nor Owner shall be liable or otherwise responsible to Resident in any respect for any such delay; and this Lease shall remain in full force and effect, subject to the following: (1) Resident's rent will abate for each day of the delay; and (2) for a delay lasting thirty (30) days or more, Resident may terminate the Lease by giving notice in writing to Manager no later than five (5) days after the thirtieth (30th) day of such delay. In the event of such termination, Resident shall be entitled to a refund of Resident's security deposit. Such conditions shall not apply to cleaning or repair days.
4. **Rent:** The Resident agrees to pay to Manager, in advance at the commencement date (the "Commencement Date"), which shall be the day Resident signs this Lease, and on the first day of every consecutive calendar month thereafter, by personal check, money order, or cashier's check, the monthly installment of rent set forth on Schedule "A" attached hereto. It is agreed that at no time shall cash be accepted by Manager for payment of rent. Only payment by personal check, money order or cashier's check will be accepted. No cash shall be paid to Manager. It shall be irrefutably presumed, for purposes of this Lease, that Resident has not paid rent or any of the charges due Manager unless Resident can produce a canceled check or money order proving payment. The rental reserved hereunder shall be payable without set-off, deduction or demand. Rent shall be payable at the offices of the Manager as set forth on Schedule "A," or at such other place as Manager may at any time hereafter designate in writing to Resident. If a rental payment is not received by Manager by the end of the day on the 3rd day after the date the rent is due, Resident shall accrue a late charge of \$35.00 on the 4th day of the month and an additional late charge of \$5.00 per day for every day thereafter in which the full rental amount plus any late and/or other charges remain unpaid. If Resident's payment is returned to Manager unpaid for insufficient funds or account closed, or any other reason within the control of Resident, a service charge of \$35.00 or 5% of the face value of the check, whichever is greater, will immediately accrue, and thereafter at the option of Manager, all future rent and redemption of any such returned checks shall be payable by cashier's check or money order only, throughout the balance of the Lease Term. In addition to all other amounts due Manager from Resident, Resident shall pay all applicable tax, if any, with each installment of rent payable under this Lease. All such late charges, bad check fees and any other amount(s) due Manager as set forth herein and elsewhere in the Lease and/or by Addendum hereto, are deemed rent for purposes of the Lease.
5. **PETS:** Tenant shall not keep any animal, bird or pet of any kind in or around the Apartment and/or apartment community common areas or grounds at any time.
6. **Non-Refundable Administration Fee:** In addition to the rent and Security Deposit and other required payments provided for herein, Resident agrees to pay in advance a one-time non-refundable administration fee ("Administration Fee") in the amount set forth on Schedule "A."
7. **Utilities:** Manager, at Manager's expense (not to exceed Manager's standard allotments for each Apartment including those provided for in this Paragraph), agrees to furnish the following utility services to the Units and the Apartment: pest control, water, sewer, electric (not to exceed a \$90 monthly allotment for a three (3) bedroom Apartment and \$120 monthly allotment for a four (4) bedroom Apartment) garbage collection, basic cable and internet. The monthly utility allotment in the amount of \$90 for a three (3) bedroom Apartment and \$120 for a four (4) bedroom Apartment will be divided equally between each Resident of the Apartment. For any month in which the cost of utility service, including, without limitation electric service, for an Apartment exceeds that Apartment's allotment, Manager shall deliver to the Residents of that Apartment an invoice for such excess which shall be considered for all purposes additional rent. All such excess costs for utility services (including electric services) shall be at the Residents' sole cost, and shall be payable to Manager as additional rent promptly upon delivery of that invoice. A late utility fee in addition to any amount set forth in paragraph 4 hereinabove will be assessed in the amount of \$30 if payment of this excess is not received by Manager within ten (10) days of the invoice. An additional late utility fee of \$5 per day thereafter will be assessed in which the full amount of the invoice remains unpaid. Additionally, Resident agrees to pay all utility charges (including utility deposits) assessed directly by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the Apartment which are separately metered and/or billed to Resident during the term of the Lease or the period of occupancy of the Apartment by the Resident, whichever is longer. Furthermore, if the Resident fails to pay all utility charges assessed by utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and the Manager is assessed by the utility company for these utility services, then Manager may, in Manager's sole discretion, pay these utility assessments to such utility company and demand immediate repayment of same from Resident as additional rent pursuant to Paragraph 4 of this Lease. Manager reserves the right to deduct from Resident's Security Deposit all amounts so assessed by Manager that remain unpaid by Resident. In no event shall Manager be liable for any interruption or failure of utility services furnished by Manager or the utility company to the Apartment or any damages directly or proximately caused thereby. Manager shall only be required to employ reasonable diligence in restoring such services. Upon commencement of the term of this Lease, Manager shall furnish light bulbs and tubes of prescribed wattage for light fixtures located in the Apartment; thereafter light bulbs and tubes shall be replaced by Resident with similar light bulbs and tubes as of the prescribed wattage, at Resident's sole expense.
8. **Permitted Use:** Resident shall use the Unit and common areas of the associated Apartment for residential purposes only. Only the person(s) specifically listed as Resident(s) on Schedule "A" may reside at the apartment community and only in the Apartment listed on Schedule "A." Use of the Apartment shall be further defined as:
 - a. Resident's sole use of the Unit in the Apartment specified on Schedule "A" as living quarters;
 - b. Together with the other residents of the Apartment, Resident's joint use of the common areas (as hereinafter defined) in the Apartment ("Apartment Common Areas") which are those areas within the

Apartment that each Resident of the Apartment shall have general access; and the Apartment Complex common areas ("Complex Common Areas") which are those areas within the Apartment Complex to which all residents have general access;

- c. Resident's sole use of the furniture within the Apartment; and Resident's joint use of all appliances and furniture within the Apartment Common Areas.
- d. Guests shall not be allowed to remain overnight without the prior written consent of all Residents sharing the Apartment Common Area. Each Resident of an Apartment shall be limited to only one (1) overnight guest ("Overnight Guest") per visit. Each Overnight Guest shall be limited to three (3) overnight visits within a 90-day period during the term of this Lease.

9. **Acceptance and Care of Apartment:** Resident has examined and accepted the Apartment and the Unit in AS IS condition without representation or warranty by Manager or Owner. No repairs or alterations to the Apartment or the Unit shall be required unless specifically set forth in writing signed by an authorized representative of Manager. Resident shall have the right to report to Manager, in writing, pre-existing defects and damages within seventy-two (72) hours after Resident is given possession of the Apartment. Such damages and defects shall be listed on the move-in inspection form ("Inspection Form") attached hereto and made a part hereof and will be signed by both the Resident and Manager upon inspection of the Apartment and the Unit to confirm the presence of such defects and damages. Defects and damages not reported within the allotted seventy-two (72) hour period shall be irrefutably presumed to have first occurred during Resident's occupancy of the Apartment and the Unit. Resident shall at all times exercise reasonable diligence in the maintenance and care of the Apartment, suite and all common areas of the apartment community. Resident shall further:

- a. Comply with all obligations imposed upon Resident by applicable provisions of the Lease, building, housing and health codes;
- b. Keep the Apartment and Unit clean and sanitary; remove from the Apartment and the Unit all garbage in a clean and sanitary manner;
- c. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, if any;
- d. Not destroy, deface, damage, impair or remove any part of the Apartment, the Unit or property located therein or elsewhere in the Apartment Complex belonging to the Manager or the Owner of the Apartment Complex nor allow any person to do so; and
- e. Conduct himself or herself, and require other persons in the Apartment with his or her consent to conduct themselves in a manner that does not disturb the Resident's neighbors or constitute a breach of the peace. Manager can ask a Resident's guest, overnight guest, or other invitee to leave the Apartment or the Apartment Complex if the Manager believes in Manager's sole discretion that the guest, overnight guest, or other invitee is causing a nuisance or breach of the peace.

Alterations, additions, and improvements to the Apartment by the Resident may only be made after receipt of the prior written consent of Manager. Any such alteration, addition, and improvements shall become the property of Manager and shall be surrendered with the Apartment and/or at the expiration or termination of Lease or at the sole discretion of Manager. The Apartment and the Unit shall be returned to its original condition at the sole expense of the Resident. Resident shall not drill holes into the walls, woodwork, or floors. No waterbeds or antenna installations (including citizens band radio antennas) or satellite dishes or alarm systems or wall phones or stringing of wires, or changing of locks or adding locks shall be permitted without Manager's prior written consent. Resident will not remove Manager's fixtures, furniture, and/or furnishings from the Apartment or Unit for any purpose

10. **Holding over or Failure to Vacate:** As set forth in paragraph 4 hereinabove, if Resident fails to completely vacate the Apartment or Unit at the end of the Lease term, and/or if Resident otherwise continues in possession of the Apartment or Unit after the expiration or termination of the term of this Lease without the written permission of the Manager, Resident shall be a holdover tenant and be responsible to Manager for twice the daily amount of rent for the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession of the Apartment and/or Unit in accordance with F.S. 83.58.

11. **Multiple Residents:** Each Resident of an Apartment is jointly and severally liable with the other Resident of the Apartment for utilities as set forth hereinabove and for the care and maintenance of the Common Areas of the suite.

12. **Community Policies:** Resident, all Residents of the Apartment, Resident's family, guests, invitees and agents shall comply with all community policies now or hereafter promulgated by Manager including, without limitation, the printed Community Policies attached as Exhibit "I," and incorporated herein by this reference. Resident agrees to abide by all Federal, state and local laws and ordinances and agrees not to engage in any activity in or about the Unit, the Apartment or elsewhere whether on or off the apartment community grounds of an unlawful and/or illegal nature, purpose and/or intent. It is agreed and understood by the Resident that the Manager, in its sole discretion, may from time to time reasonably amend the attached Community Policies of the Apartment Complex, without the prior consent of Resident, and that Resident agrees to be bound by and comply with any such amended Community Policies after receiving written notice of said amendment(s). All subsequent amendments to the Community Policies of the Apartment Complex shall be deemed incorporated into this Lease by reference immediately upon the delivery of same to Resident by mail, personal delivery, or by posting. Resident shall be responsible for the conduct of Resident, and all occupants of the Apartment as well as Resident's agents, invitees and/or guests. In addition to all other Community Policies promulgated herein and elsewhere, Resident covenants that Resident, Resident's agent(s), invitee(s), guest(s), and/or any other person(s) who are on or about the apartment community with Resident's consent and/or knowledge, shall not in any way whatsoever be disorderly, boisterous, nor disturb the rights, comforts and/or conveniences of the Manager, its agents, representatives and/or employees, nor other Residents, or any others at the Apartment Community. Resident agrees to be personally responsible to Manager and/or Owner for the costs and expenses incurred by Manager and/or Owner as a result of any damage to the Apartment, the Unit and/or the common grounds and/or Manager's property, real or personal, caused by Resident, Resident's agent(s), invitee(s), guest(s), and/or any other person(s) who are on or about the apartment community with Resident's consent and/or knowledge. In furtherance of the foregoing without any intent to limit the applicability of same, Resident, Resident's agent(s), invitee(s), guest(s), and/or any other person(s) who are on or about the apartment community with Resident's consent and/or knowledge shall not in any way whatsoever interfere with or act in any manner so as to hinder or unreasonable disturb any member of the Manager's staff, maintenance staff, and/or any other employee(s), agent(s) representative(s), or independent contractor(s) of Manager, in the performance of their duties and/or assigned tasks, or otherwise at any time while on or off the Apartment Community grounds. Violation of any provision contained in this Paragraph shall be considered a material breach of the Lease, for which Manager, at Manager's sole discretion, shall determine whether or not to (i) terminate the Lease upon seven (7) days written notice, or (ii) give the Resident a disturbance notice and/or notice to cure, after which any further disturbance of any nature whatsoever shall be grounds for immediate termination of this Lease.

13. **Reimbursement by Resident:** Resident agrees to reimburse Manager promptly in the amount of the loss, property damage, or cost of repairs or services (including plumbing trouble) to the Unit, the Apartment and/or the Apartment Complex caused by the intentional acts, negligence or improper use by Resident, Resident's agents, invitees, guests, and/or any other person(s) who are on or about the apartment community with Resident's consent and/or knowledge. Acceptance of money from Resident shall not act as a waiver by Manager of Manager's rights to pursue any and all remedies available to Manager under the circumstances. Resident shall also be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due from Resident, shall

not be deemed a waiver thereof, and Manager may demand same at any time, including move-out. IT IS UNDERSTOOD AND AGREED THAT MANAGER MAY, UPON TERMINATION OF THE LEASE, DEDUCT UNPAID RENT, DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE-PAYMENT CHARGES AND/OR RETURNED CHECK CHARGES, OR ANY PORTIONS THEREOF, FROM RESIDENT'S SECURITY DEPOSIT, WITHOUT WAIVER OF ANY OTHER RIGHTS OR REMEDIES OF MANAGER, ALL IN ACCORDANCE WITH THE TERMS OF THIS LEASE.

14. **Manager's Liability:** Manager shall not be liable to Resident, or Resident's family, agents, guests or invitees, for any damages or losses to person or property caused by other Residents of the Apartment Complex or other persons. Resident agrees to indemnify and hold Manager harmless from and against any and all claims for damages to property or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storm, smoke, explosion, sonic boom or other causes whatsoever unless the same is due to the active negligence of Manager. Resident hereby agrees that Resident is to obtain and maintain renter's insurance with loss limits of not less than \$10,000.00, for the entire term of the lease to insure for liability for personal injury and property damage, and for loss of personal property brought onto the Apartment by Resident, and/or Resident's family or guests. Failure to obtain this insurance is a breach of this Lease and Resident acknowledges that any injury within the Apartment or damage or loss to personal property is the responsibility of Resident. If any of Manager's employees and/or agents are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other services not contemplated in this Lease, and such services are in fact rendered, such employee and/or agent shall be deemed an agent of Resident regardless of whether payment is arranged for such service, and Resident agrees to indemnify and hold Manager harmless from any and all loss(es) suffered by Resident or other person(s) in any of these circumstances.
15. **Damage or Destruction of Apartment and/or Unit:** In the event of damage or destruction to the Apartment or Unit by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Manager. If the damages are such that occupancy of the Apartment as a whole can continue, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the Apartment is rendered unusable by the damage or destruction, the Resident may vacate only that portion rendered unusable, provided the damage or destruction was not caused by Resident and/or guest, agent or invitee of Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent act(s) of Resident, Manager may pursue all remedies against Resident provided under Florida law. If, in Manager's opinion, the Apartment is so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the Apartment, the Lease may be terminated by either Manager or Resident in which event Resident shall immediately vacate the Apartment. In the event the Apartment is damaged or destroyed so as to substantially impair Resident's enjoyment of the Apartment due to wrongful or negligent acts of Resident, Manager may, in addition to Managers other remedies under Florida law, terminate this Lease, in which event Resident shall immediately vacate the Apartment, or without terminating the Lease, require Resident to accept a comparable unit in the Apartment Complex for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the Apartment and take possession of such comparable apartment unit.
16. **Right of Entry:** Resident hereby grants to Manager, Manager's agents and/or employees the right to enter into the Apartment and the Unit, at any reasonable time, for the preservation of the Apartment and the Unit, to inspect the Apartment and the Unit, to make necessary or agreed repairs, decorations, alterations or improvements, to supply agreed services, to exhibit the dwelling unit to prospective or actual purchaser(s), mortgagee(s), Resident(s), workmen or contractor(s), to confirm compliance with laws, and for any other reasonable purpose connected with the operation of the Apartment Complex. In accordance therewith, Resident consents and agrees that Manager, its agents, representatives and/or employees may record the condition of any portion or all of the Apartment, as Manager chooses, by and through the use of any means, including, without limitation, photographic, video, and/or audio recording equipment, at any time before, during and/or after the Lease. Should Manager enter for the purpose of making an inspection and determine there are any problems with repair, damage, or otherwise, Manager shall notify Resident specifying the existence of such damage, and Manager shall have the option to repair, replace, clean or otherwise deal with any damaged items and shall invoice the Resident of any such charges, including a reasonable charge for management overhead, as a result of said actions with respect to any matter other than reasonable wear and tear, and Resident shall pay Manager within ten (10) days of delivery to Resident's apartment of written demand therefore.
17. **Maintenance:** Manager agrees to maintain all common areas of the apartment community (excluding the Apartment) in a clean and sanitary condition, to comply with the requirements of applicable building, housing and health codes, to make all reasonable repairs and to comply with all applicable state and local laws. Notwithstanding the foregoing, Manager is not responsible to Resident for conditions created or caused by the wrongful or negligent acts or omissions of Resident, Resident's agents, invitees, guests, and/or any other person(s) who are on or about the apartment community with Resident's consent and/or knowledge. Resident agrees to make maintenance checks at proper intervals on smoke alarms located in the Apartment and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Resident does not notify Manager in writing of the needed repair or for any reason that is beyond the control of Manager any such utilities require reduction or cut off, the Manager shall not be liable for any damage arising out of Manager's failure to furnish such services. Resident shall maintain the Apartment and Unit, including the fixtures therein, in a clean, sightly and sanitary condition. Manager's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under the Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments, except as may be otherwise provided under Florida law.
18. **Default by Resident:** If Resident breaches the Lease, Manager and/or Owner at their sole discretion may exercise any or all rights and remedies available to Manager and/or Owner pursuant to applicable Florida law. Resident agrees to compensate Manager for all reasonable costs and expenses necessary to enforce this Lease and any rights or remedies of Manager provided by law, in equity or by the provisions hereof, and to collect the rent or damages for breach of this Lease, including, but not limited to, all court costs, reasonable attorney's fees, and/or fees paid any collection agency incurred in connection therewith, as well as all reasonable expenses necessary for the removal of personal property and re-letting or marketing of the Unit, which shall include, but not be limited to, the costs of minor repairs and replacements, advertisements, brokerage fees and all other expenses caused by Resident's breach of any of the terms and provisions of this Lease or otherwise. Resident further acknowledges that: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.
19. **Liens or Sales:** Manager or Owner of the Apartment Complex may encumber the Apartment and/or the Apartment Complex by mortgage(s) and/or deed(s) of trust, and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and building superior to the rights of the Resident therein. In the event that all or any part of the Apartment Complex has been financed under a tax-exempt bond issue of the Florida Housing Finance Agency, Resident hereby subordinates its rights, title and interest in the Apartment and any fixtures and equipment affixed thereto, to the rights and interest of said Agency and its successors and assigns. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant, and such Purchaser, as landlord. Any sale of the Apartment Complex or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale Manager (and the prior Owner of the Apartment Complex) shall be released from all obligations hereunder and Resident shall look solely to

the then-owner of the Apartment Complex for the performance of the duties of "Manager" hereunder from and after the date of such sale.

20. **Resident Information:** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that Resident knowingly and voluntarily gave all such information and all such information is complete, accurate and truthful. If such information proves to be false, incomplete and/or misleading in any material respect, Resident shall have committed a material breach of this Lease, and Manager, at manager's sole discretion, may terminate the Lease without giving Resident an opportunity to cure.
21. **Relocation:** It is understood that the Apartment contains either three (3) or four (4) Units in which other residents may reside. For purposes of operating efficiently, Manager reserves the right upon not less than five (5) days written notice, to relocate Resident to another Unit and/or Apartment at the apartment community. Manager may charge a new Security Deposit as well as a \$200 transfer fee. Failure of Resident to so relocate shall be a material breach of the Lease.
22. **Assignment/Subletting:** This Lease may not be assigned nor shall the dwelling unit be sublet without the prior written consent of Manager.
23. **Notices:** All notices to Resident or Manager given pursuant to Part II of Chapter 83 of the Florida Statutes shall be served in accordance with said Part II of Chapter 83. Any other notice or document required or permitted to be delivered under this Lease shall be deemed as delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, as certified or registered mail addressed to Resident at Resident's residence address at the Apartment (or if Resident's residential address changes, to such other residential address as Resident may at any time designate by written notice to Manager), and to Manager at the office address of the Apartment Complex (or at such other address or addresses as Manager may at any time or from time to time designate in writing to Resident). Personal delivery of any such notice by Manager or Resident at the above address shall be deemed effective delivery hereunder.
24. **Severability:** If any term of this Lease is found as contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or it is found that any term is void or voidable, then said term shall not apply and this Lease shall be construed as if said term were not present, and there shall be no effect on the remainder of this Agreement as a result of the removal of such term, provided that the general intent of this Agreement is not changed.
25. **Parental or Sponsor Guaranty:** Manager may require, in its sole discretion, a Personal Guaranty (the "Guaranty"), by a parent or guardian or otherwise, as an essential condition for Manager entering into the Lease. Manager reserves the right to cancel this Lease if such Guaranty is not fully executed and returned to the Manager within fifteen (15) days after the date of this Lease. If the Manager acts upon its right to cancel this Lease, Resident will forfeit the reservation deposit/security deposit. Resident understands that the Guaranty must be obtained directly from the guarantor.
26. **Attorney's Fees:** In any action brought to enforce the provisions of this Lease or to recover damages arising out of a party's breach of any provisions of this Lease, the prevailing party may recover reasonable court costs, including attorney's fees, from the non-prevailing party. In addition to the foregoing, if any amount due Manager by Resident pursuant to this Lease or otherwise is turned over to a collection agency for collection, the Resident agrees to pay in addition thereto, all fees whether contingent or otherwise, and costs incurred by Manager, its successors and/or assigns thereby.
27. **Security Deposit:** Upon signing this Lease, Resident shall deposit with Manager the total sum set forth in Schedule "A" as a Security Deposit to be held pursuant to the conditions provided in this Lease. Such Security Deposit is in addition to the amounts that Resident must pay for initial rent and nonrefundable fees.
 - A. The Security Deposit shall be handled in accordance with F.S. 83.49. In order to facilitate a prompt and full refund of the Security Deposit at the end of the lease term, Resident must comply with all terms and conditions of the Lease, including, without limitation, the following:
 - (1) Completely remove all of Resident's personal effects from the Apartment and Unit upon completion of the Lease term.
 - (2) Pay to Manager of all rent and other amounts required under the Lease.
 - (3) Thoroughly clean the Apartment and the Unit, including but not limited to all kitchen appliances (including without limitation refrigerator, oven range, dishwasher), baths, closet storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the commencement date of the term of the Lease, normal wear and tear excepted.
 - (4) An absence of defect(s) in or damage to the Apartment and/or the Unit, that is/are above and beyond those specifically set forth in the signed "Inspection Form."
 - (5) Performance by Resident of all of the other covenants and obligations of Resident under the Lease and Community Policies
 - (6) Provide **ninety (90) days** advance written notice by Resident to Manager prior to the end of the Lease term, in accordance with paragraph 3 hereinabove.
 - (7) Provide to Manager in writing Resident's forwarding address not later than the end of the Lease term.
 - B. Deductions: By execution of this Lease, Resident acknowledges receipt of the following copy of the provisions of Section 83.49(3), Florida Statutes, which provides as follows:
 - (3)(a) **Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:**

"This is a notice of my intention to impose a claim for damages in the amount of \$_____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).
If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

 - (b) **Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.**
 - (c) **If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.**
 - C. Manager agrees to refund to Resident the Security Deposit or balance thereof, if any, after deducting therefrom all damages or charges for which Resident is legally liable under the Lease or as a result of breaching the Lease in accordance with the provisions of Florida Law. Any deduction shall be made from the entire Security Deposit regardless of whether the damage or other charges have been caused by the Resident.

D. Withholding of Rent: Resident acknowledges that Resident shall have no right to apply any portion of the Security Deposit to rent due and payable under the Lease, and that the entire monthly rent shall be paid on or before the due date each month during the term of the Lease, including the last month of occupancy.

E. Move-Out Procedures: When Resident moves out of the Apartment and the Unit, an inspection of the condition of same shall be made after all of the personal effects of Resident have been removed. Resident should accompany Manager during said inspection to help resolve any problems that may arise. Failure of Resident to do so shall constitute a concurrence by Resident in Manager's assessment of charges for damages or cleaning. After inspection by Manager, appropriate charges will be assessed against Resident by Manager for any missing items, damages or repairs to the Apartment or Unit, or their contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture; and for cleaning the Apartment (including all kitchen appliances). A reasonable charge for each unreturned key (including mail-box key) will be made, and a reasonable charge of not less than \$50 for replacing locks shall be assessed if all door keys to the Apartment are not returned to the Manager.

F. Failure to Occupy Apartment or Unit: If, for any reason except for delay caused by construction, the holding over of a prior Resident, or disapproval of the rental application, the undersigned does not take occupancy of the Apartment or Unit as provided in the Lease, Management will assess damages due to breach of lease.

G. Retention of Security Deposit Funds: Manager hereby declares and gives notice that all monies taken as security deposits are held in a Florida banking institution as set forth on Schedule "A."

The account type is as follows: Not commingled with the funds of the general apartment bank account but are maintained in a separate, non-interest bearing account for the benefit of the Resident. Accordingly, all security deposits will not accrue interest.

28. **Radon Gas:** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit. This disclosure statement notification is in compliance with Florida Statute 404.056(7).
29. **Counterparts:** This Lease is executed in duplicate, with one copy to be furnished to Resident and the other copy to be retained by Manager.
30. **Definitions:** "Manager" as used in this Lease shall include the Owner(s) of the property, its agents, representatives, successors and assigns. "Resident" shall include Resident, his heir and representatives. "Manager" and "Resident" include male and female, singular and plural, corporation, partnership and/or individual, as may fit the particular parties.
31. **Non-Waiver:** Failure of Manager to insist upon strict, timely compliance by Resident with any term(s) of this Lease shall not amount to nor otherwise constitute a waiver by Manager of Manager's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this Lease, including, without limitation, any term(s) that may not have been enforced strictly by Manager previously. Acceptance by the Manager of rent after knowledge of any breach of this Lease by the Resident shall not be a waiver of the Manager's right, nor construed as an election by the Manager, not to enforce the provisions of this Lease pursuant to such a breach. Manager's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Manager, shall not be a waiver of Manager's right to insist on payment thereof. Manager may demand same at any time, including move-out and thereafter.
32. **Entire Agreement:** This Lease, the rental application and any attached addenda constitute the entire Agreement between the parties and no oral statements shall be binding. This Lease comprises all terms, conditions and agreements of the Parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the Community Policies paragraph hereinabove, may not be altered or amended except in writing and signed by Manager.
33. **Law Governing:** This Lease, attachments and any addendum shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida.
34. **Construction of Lease:** This Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation.
35. **Surveillance:** Surveillance cameras throughout the property are for the protection of the building and Owner's interests. Manager shall not provide nor does the Manager have any duty to provide for the Resident, security services for the protection of the Resident or the Resident's property. Resident hereby acknowledges that he/she understands the foregoing, and that Resident shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for protection. It is agreed and understood that Manager shall not be liable to Resident for any damages, injuries or wrongs sustained by Resident as a result of Manager not providing services to protect the Resident, the Resident's guests, invitees and/or others on or about the Apartment community with Resident's consent or knowledge, or property of same from criminal or wrongful acts of Manager, its representative(s), agent(s), employee(s), or any other person(s) or entity(ies) that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that the Manager elects to hire a security service to patrol and/or monitor the Apartment Community or any part thereof, it is understood and agreed that said services are provided exclusively for the protection of the Manager's property and in no way whatsoever shall it be intended or construed as a waiver by Manager or Owner of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Manager or Owner to protect the Resident.
36. **Representation:** The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiations leading up to and including the time of execution of this Lease did any representative, agent, or employee of the Manager make any statement(s) or communication(s) or representation(s) of any nature whatsoever contradict, supplement or in any way whatsoever amend or add any term(s) or provision(s) to the Lease as written. The Resident hereby acknowledges that the Resident has read this Lease in its entirety and is fully informed of all contents hereof.

ADDITIONAL TERMS, RULES AND REGULATIONS:

Attachments:

Exhibit A: Mold and Mildew Addendum

Exhibit B: Car Towing Addendum

Exhibit C: Non-Liability for Personal Property

Exhibit D: Pool Rules Addendum

Exhibit E Security Deposit Agreement

Exhibit F: Ethernet Guidelines Addendum

Exhibit G: Mail Delivery and Forwarding Addendum

Exhibit H : Rules and Regulations

I HAVE READ AND INDICATE MY CONTRACTUAL AGREEMENT WITH THE CONTENTS OF ALL ITEMS STATED HEREIN, WITNESS, the signatures of the parties hereto, effective this _____ day of _____.

Resident: _____

Malibu LLC, a Florida limited liability company, d/b/a MALIBU APARTMENTS

By : _____

Title: _____

MALIBU APARTMENTS

Exhibit A

MOLD AND MILDEW ADDENDUM

RESIDENT acknowledges that the apartment unit is located in Florida, which has a climate conducive to the growth of mold and mildew, and that ventilation and dehumidification of the apartment is necessary to retard or prevent the growth of mold and mildew. RESIDENT agrees to be responsible for properly ventilating and dehumidifying the apartment and its contents to retard and prevent mold and mildew and that the OWNER AND MANAGER shall not be responsible for damages to the apartment or the personal property of the RESIDENT caused by mold and mildew.

Exhibit B

CAR TOWING ADDENDUM

Vehicles shall include, but not be limited to: automobiles, trucks, trailers, motor homes, campers, travel trailers, motorcycles, boats and boat trailers.

No vehicle shall remain in the same parking space for more than 15 consecutive days without being moved to another space, unless written authorization is obtained from the manager.

Resident is responsible for parking and all activity of any vehicle(s) operated by Resident's visitor(s), guests, and others at the apartment community with Resident's consent or knowledge.

Vehicles shall not be parked at the apartment community on the grass, off-road, or in a manner whatsoever that blocks or otherwise interferes with ingress and egress to and from any driveway, entrance, or exit. No vehicle shall interfere with any other vehicle(s) at the apartment community. No vehicle shall park in such a way as to occupy more than one parking space wholly or partially

Vehicle must have current permit from MANAGEMENT, be current in monthly parking fees, have current license tags, inflated tires, and be fully operational. Upon any violation of this Car Towing Addendum, Resident hereby consents towing of any such violative vehicle(s) without notice at the Resident's sole expense.

Any recreation vehicles such as trailers, small motor homes, campers, boats, and boat trailers are to be parked in the designated areas approved by management. The ownership of any such recreation vehicles is to be noted in the resident files.

*** PLEASE NOTE THAT THERE ARE NO ASSIGNED PARKING SPACES AT THIS TIME ***

Exhibit C

NON-LIABILITY FOR PERSONAL PROPERTY

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Exhibit D

POOL ADDENDUM

1. No glass containers
2. No loud music
3. A maximum of two (2) guests per Resident at one time.
4. Resident must accompany all guests
5. No pets or animals permitted in pool area.
6. No bicycles or toys allowed in pool area with the exception of water floats.
7. Proper swimming attire must be worn (no thong bathing suits.)
8. Pool hours are from dawn to dusk and must be observed.
9. No glass containers in or around pool area.
10. No diving.

I have read and understand the above rules completely. Failure to comply with these regulations may result in loss of pool privileges and/or termination of the Lease in accordance with applicable Florida law.

Exhibit E

SECURITY DEPOSIT AGREEMENT

Resident shall make a Security Deposit in the amount of \$_____ to be held by owner as long as Resident occupies the leased premises. Said Security Deposit shall not be construed or applied as rent at any time during the term of the lease. Owner may apply such deposit as payment of (1) Any damages to the premises beyond ordinary wear and tear; (2) OTHER expenses to be borne by Owner hereunder; (3) The cost of cleaning the premises if left in an unclean condition; (4) Against any accrued and unpaid rent or other charges pursuant to the Lease at the end of the Lease term.

The Security Deposit is being held in A SEPARATE NON-INTEREST BEARING ACCOUNT at Pilot Bank, Temple Terrace, Florida, a Florida banking institution as follows:

Exhibit F

INTERNET GUIDELINES ADDENDUM

- Except for private e-mail, you are not permitted to operate any type of business, chat rooms, web services, or any other kind of internet correspondence through the internet we provide.
- The internet is provided to you by Malibu Apartments. It is not intended for use other than personal, and may not be used by anyone other than Resident.
- Malibu Apartments is not responsible in any way for loss of service, for any reason, as your internet is not a cost calculated in your rent, but rather a gratuitous amenity to your residency here.
- If, for any reason, your internet is not working properly, please contact us in the office and we will attempt to solve your problem.
- **You must provide your own computer, network card and Ethernet cable.** These both can be found in any computer store (Staples, Best Buy, Office Depot, etc) for approximately \$20.00 each.

I understand each of these conditions listed above, and agree to abide by all guidelines regarding the Ethernet. I also understand that these guidelines are subject to change, provided written notice from management is received.

MAIL DELIVERY AND FORWARDING ADDENDUM

The United States Postal Service in the Tampa area refuses to sort or deliver mail to communities predominantly occupied by college students, or which house individuals on individual leases. This includes Malibu Apartments.

Non-postal employees who are working for Malibu Apartments will sort and deliver your mail. Resident agrees to waive and hold harmless Malibu Apartments, located at 11711 N. 50th Street, Tampa, Florida 33617, Malibu Apartments employees and all affiliates of all responsibility from any problems or matters that may arise out of their effort to provide mail services and claims that may arise out of this service.

Resident understands that from time to time prompt delivery of mail may be impossible. Landlord or Agent is not responsible for lost or damaged envelopes or any other type of mail delivery. Resident agrees that Landlord or Agent shall not be required to forward mail, unless Resident pays an advance fee of \$50.00 prior to move-out, and provides management with mailing labels to be affixed to mail to be forwarded for 120 days. After 120 day, forwarding of all mail will end and Landlord will then return mail to sender.

If Residents elects not to have mail forwarded and pay any fees to Management, any mail received after Resident has vacated the residence shall be stamped "Return to Sender", and sent back to the post office. If said waiver is unacceptable, then Resident(s) may elect to pick up their mail at the local US Postal Substation by means of Post Office Box, or some other means, at Resident's expense.

Resident is required to put their entire address, including room number and/or room letter on all mail pieces. Resident is responsible to have all incoming mail correctly addressed. Landlord or Agent is not responsible or liable for any mail not addressed in its entirety.

Out of courtesy to our residents, we will sign for packages in the office. It is your responsibility to come to the office and pick up your packages. Malibu Apartments is not responsible for any packages that are lost or misdelivered. If you wish us not to sign for your packages, please note at the top of this page by handwriting: "DO NOT ACCEPT PACKAGES ON MY BEHALF." Absence of this statement signifies that you would like us to sign for any packages that may be delivered for you.

RULES AND REGULATIONS

Resident hereby agrees that the Rules and Regulations may be amended at anytime by Landlord or Agent. It is agreed that the violation of any such Rules and Regulations by Resident shall constitute default in the terms of this Lease Agreement. Resident hereby acknowledges that he/she has read and received a copy of the Rules and Regulations.

In order for Resident to refute a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and disputable evidence. Landlord or Agent expressly retains the right to increase the fines set forth.

1. No smoking inside the apartments. Violation of this rule will result in a \$200.00 fine per occurrence and possible Eviction.
2. No firearms of any kind allowed inside the unit or anywhere on the property. Violation of this rule will result in Eviction.
3. The Landlord acknowledges the right of the Resident to entertain guests, but requires no more than 20 person's to be allowed in an apartment at one time and that order and tranquility shall prevail at all times. Should you exceed 20 person's the penalties are as follows:
 - First Party:** A \$400.00 fine will be assessed against the Resident. The Parent or Guarantor may be notified.
 - Second Party:** Eviction
4. The Resident, member of the Resident's family and guest shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other Residents. In addition, the cost of repairs for any and all damages caused by an excess number of people occupying an apartment will be the responsibility of the Resident.
5. All radios, television sets, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the Premises at any time. No music lessons, either vocal or instrumental, shall be permitted in the apartments; it is understood that offensive noises and/or odors are prohibited.
6. **Tampering with the fire alarm system(s) including the pull stations will result in a \$500.00 fine per occurrence subject to eviction and criminal prosecution at the Landlord's option.**
7. Pets are not allowed in the rental units. The following shall apply to a violation of this rule:
 - First:** A written warning will be issued to the Resident specifying the complaint, a \$300.00 charge will be assessed plus an additional \$100 fine per day will be assessed for such violation and will be included as additional rent. Landlord or Agent may, in its discretion, declare the Lease to be in default. The Parent and/or Guarantor will be notified.
 - Second:** Upon a second violation, a \$500.00 charge will be assessed against the Resident and the Landlord or Agent will declare the Lease to be in default.
8. No loitering around the front doors of the apartments.
9. Clothing, sheets, etc. shall not be hung from windows or patios/balconies. In addition, any window treatment installed by Resident must have a white backing. All patios, porches and balconies shall be kept neat and clean and will not be used for storage of automobile tires, indoor furniture or other unsightly items. Only outdoor furniture and related patio items may be placed on the patio/balcony. Use of gas or charcoal grills on the patio/balcony is prohibited. Colored light bulbs are prohibited in all exterior fixtures. Violations of this rule will result in fines from \$25.00 to \$100.00.
10. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed or taken down. If Resident installs such draperies over blinds, any damage will be repaired or removed by Resident. Nothing shall be thrown out of the windows or doors. Resident must exercise care and caution about leaving windows or doors open during inclement weather. Resident shall be liable for any damage to interior, including but not limited to paint, wall, cabinets, carpets, floor etc., or damage to any part of the Premises resulting from failure to exercise reasonable care.
11. All trash/garbage is to be disposed by the Resident and to be placed in a secured plastic trash bag. Resident will be responsible to place trash/garbage only at designated receptacles. Resident is responsible for cleanliness of areas in front of their apartment and any common areas used by the Resident and their guest. This will include the grounds located by the Resident's patio/balcony. Landlord or Agent reserves the right to impose a fine from \$25.00 per garbage bag to \$100.00 for littering in violation of this provision by the Resident or guest.
12. Washing vehicles and performing mechanical work thereon is strictly prohibited. Parking of racecars, junk cars or storage of any vehicle that is not operable or has expired license plate/tag is prohibited. Parking of boats, recreational or commercial vehicles is prohibited. Landlord or Agent reserves the right to refuse parking of any vehicle, which may endanger life or property. Landlord or Agent has the right to remove, store or have removed vehicles that may be in violation of this rule.
13. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose than ingress and egress. No vehicle(s), bicycle(s) or any other item or thing shall in any way whatsoever obstruct any driveway, sidewalk, court, entry passage, stairs, hallway, nor any other common area of the apartment community. Although ample parking is provided for Resident, this space may prove inadequate at certain times such as when Residents may be entertaining or on football or other sports or college activity weekends. Resident agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force, including failure to display decal. Resident vehicle and the vehicle of Resident's guest(s) may be subject to being towed at owner's expense or pay fines put in force by the Landlord or Agent.
14. Resident will not store or bring any hazardous materials onto any part of the apartment community nor use the Premises in any way whatsoever as to create a potential or actual hazard to others. Resident shall not bring onto any part of the apartment community any unusually heavy objects, such as pool tables, waterbed, etc., without the express written consent of Manager.

15. Only family and invited guests accompanied by Resident may use the recreational facilities. Such persons may use all such facilities only in strict compliance with the Rules and Regulations from time to time adopted by the Landlord or Agent with respect to each of said facilities. Supplemental Rules and Regulations will be furnished and may from time to time be amended.
16. Locks may not be changed or added without written consent of the Landlord or Agent. A service charge of \$50.00 will be assessed to change a lock at the request of the Resident. If a resident finds it necessary to have authorized personnel unlock the apartment after hours, a \$25.00 fee will apply, payable at time of entry. Locks and the appropriate keys and/or chains added must be left in place upon vacating the Premises. Landlord will furnish one key per Resident for each outside door of the Premises. All keys, including remotes for the gates and building must be returned to Landlord or Agent upon termination of occupancy or Landlord/Agent may impose a \$150.00 charge. Additional keys can be made for a \$10.00 charge payable at time of request.
17. Lavatories, sinks, toilets, all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes or other foreign substances shall not be thrown in such plumbing apparatus. Any damage to such apparatus including the cost of cleaning and repairing will result in charges payable from Resident.
18. It is the Residents responsibility to insure that all rents and other charges will be paid on a timely basis. All monies received from Resident will first be applied to any outstanding debts such as delinquent rent, late fees, insufficient funds, fees for damage/repair etc. Any remaining monies will then be applied to the current months rent. If any monies are deducted to cover the balance due, your current months rent will not be considered paid in full and late fees will be assessed.
19. Upon vacating the Premises, the Resident promises to pay all rent and other amounts due Manager in full and pay for any damage to the Premises. Resident agrees to clean and remove all trash and other debris from the Premises and to lock and fasten all doors and windows. If Resident fails to comply with these vacating instructions and procedures, Resident shall be liable to the Manager for the cost of such cleaning and repair or replacement of soiled, missing or damaged items.
20. It is agreed and understood by Resident that Manager may, in its sole discretion, hereafter, reasonably amend, or alter, these rules and regulations, without the prior consent of Resident, and that Resident agrees to be bound thereby after receiving written notice of said amendment(s). These rules and regulations and all subsequent amendment(s) to these rules and regulations shall be deemed incorporated into the Lease by reference immediately upon the delivery of same to Resident by Manager.

Resident Signature

Date

Property Manager, Agent for Owner

Date