

CONDOMINIUM UNIT/APARTMENT LEASE

DATE: _____

1a. **PARTIES.** This Condominium Unit/Apartment Lease (hereinafter the "Lease") is between Resident(s) _____ referred to as "Resident" or "Residents") and _____ (hereinafter referred to as "Owner") for Unit No. _____ (hereinafter the "Unit" or "Premises"), located at _____ Tallahassee, Florida, 32303 (the "Complex") for use as a private Residence only. The term "Resident" or "Residents" refers to all Residents listed above unless otherwise stated.

1b. **OCCUPANTS.** The Unit will be occupied solely by Resident. No other occupants are permitted. Persons not listed above may not stay in the Unit for more than 30 days within any 365 day period without Owner's written consent.

2. **LEASE TERM.** The initial term of the Lease shall commence at 12:01 a.m. on the _____ day of _____, 2011, and end at 12:00 p.m. on the _____ day of _____, 2011. This Lease will be automatically renewed on a month to month basis unless written notice of termination is given by either party at least 30 days before the end of the above Lease term or renewal period or unless another Lease is signed by both parties. If there are multiple Residents, written notice of termination from or to one Resident will be considered notice from or to all Residents.

3. **MOVE-OUT.** At least 30 days written notice of intent to move out must be given to Owner. In no event may Resident's move-out notice terminate the Lease sooner than the end of the Lease term or renewal period. Resident's move-out notice must terminate the Lease on the exact day designated in the move-out notice but no sooner than 30 days after the notice. Verbal move-out notice is not sufficient under any circumstances. Resident shall be responsible for obtaining written acknowledgment from Owner that move-out notice has been received. If Resident fails to give the 30-day written move-out notice or if Resident moves out without rent being paid in full for the entire Lease term or renewal period, Resident will be liable under paragraph 16 for the cost-of-reletting charge of \$500 (not exceeding 85% of the first full month's rent) plus continued liability for future rentals and other damages or charges to which Owner is entitled.

4. **SECURITY DEPOSIT.** Resident has deposited with Owner a security deposit (see paragraph 29: 2 or 3) in the amount of \$ _____ for the performance of each and every covenant and agreement of the Lease. Owner shall have the right, but not the obligation to apply the security deposit in whole or in part in payment of any unpaid rent or other amount due because of an unperformed covenant or agreement by Resident. Owner's right of possession of the Premises for non-payment of rent or for any other reason shall not be affected by the fact Owner holds the security deposit. Resident's liability is not limited to the amount of the security deposit. On termination of the Lease and full payment of all amounts due and performance of all Resident's covenants and agreements (including surrender of Unit in accordance with paragraph 21), the security deposit or any portion thereof remaining unapplied shall be returned to Resident. Should the Resident, after the date of this agreement, desire to keep a pet on the Premises, express approval of Owner must be obtained in writing, which approval shall be given or withheld at Owner's sole and exclusive discretion, and an additional deposit and fee paid. Such deposit shall be non-refundable.

Security Deposit Received \$ _____ Date: _____

5. **RENT.** Resident shall pay a total rental of _____ Dollars payable in equal monthly installments of \$ _____ in advance and without demand, at **2065 THOMASVILLE ROAD TALLAHASSEE, FL 32308** on or before the first day of each month (the due date) without a grace period. Rent unpaid after the due date is delinquent and will authorize all remedies in this Lease, particularly paragraphs 16 and 17. If all rent is not paid on or before the 5th day of the month (the late charge date), Resident agrees to pay a late charge of \$25 per day thereafter until paid in full. Daily late charges shall not exceed 30 days for any single month's rent. Resident agrees to pay a charge of \$30.00 or 5% of the check amount, whichever is greater, for each returned check, plus initial and daily charges from the late charge date until acceptable payment are received by Owner. Pet charges for violating the pet restrictions of this Lease, particularly paragraph 13, shall be \$25 per day. Resident's right to possession and all the Owner's obligations are expressly contingent on prompt payment of rent, and use of the Premises by Resident is obtained only on the condition that rent is paid on time. Payment of rent shall be an independent covenant. At Owner's option, monies received may at any time be applied first to non-rental obligations of Resident, then to rent, regardless of notations on checks and regardless of when the obligations are incurred. At Owner's option, Owner may at any time require that all rent and other sums be paid in either certified check, cashier's check, money order or one monthly check rather than multiple checks. Cash will not be accepted unless specifically authorized in writing in advance by Owner. Rent paid by check is not deemed received until payment clears. All returned checks are subject to \$30.00 NSF fee. The above rental figure is for an unfurnished Unit.

6. **UTILITIES.** Resident shall make their own arrangement for and pay for all utilities serving the Unit including but not limited to electricity, gas, water, sewage, garbage, telephone, internet service and cable TV. Resident shall pay for all other utilities and related deposits and for all charges on Resident's utility bills. Resident shall not allow electricity to be disconnected by any means (including nonpayment of bill) until the end of the Lease term or renewal period. Owner shall not be responsible for providing any utilities to the Unit.

7. **SPECIAL PROVISIONS.** The following special provisions and any addendums shall control over any conflicting provision of this Lease: _____

Resident(s) Initials

Owner's Initials

8. **RULES AND POLICIES.** Resident, Resident's guest and occupants shall comply with all Condominium/Apartment rules incorporated into or stated in this Lease. Owner may make reasonable rule changes when in writing and distributed to all units in the Complex. Changes will be effective immediately. Resident agrees that the conduct of Resident and Resident's guests and occupants shall not be disorderly, boisterous or unlawful, and shall not disturb the rights, comforts or conveniences of other persons in or near the Complex. Resident shall be liable to Owner for damages caused by Resident or Resident's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Unit and other areas which are reserved for Resident's private use shall be kept clean and sanitary by Resident. Owner may regulate use of patios and porches. Garbage shall be disposed of only in appropriate receptacles. Any improvements are to be used wholly at the risk of the person and persons using them. Owner may regulate the manner, time, and place of all parking. Owner may regulate, limit or prohibit from the Unit or Complex the following: bicycles, tricycles, skateboards, inoperable vehicles, furniture movers, deliverymen, solicitors and guests who in the Owner's reasonable judgment have been disturbing the peace, disturbing other Residents, or violating this Lease or the Condo/Apartment rules. No trailers, campers, recreational vehicles, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the Premises without Owners prior written approval. No vehicles 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 Owner. Residents on vacation must notify owner. Residents are responsible for the vehicles of their occupants, visitors and guests. Resident and Residents' permitted occupants, guests and invitees are only entitled to use of 1 parking spaces at any given time, which are available to Resident and their permitted occupants, guests and invitees on a first-come first-served basis. In no event shall Resident or their permitted occupants, guests or invitees use more than 1 parking spaces at any given time. Owner reserves the right to dedicate the space for Residents' particular use, with such decision to dedicate and the space selected for dedication to Residents to be decided at Owner's sole and exclusive discretion. Vehicles may not be parked on the grass, or in a manner which blocks driveways, entrances, exits, parking spaces or other vehicles. Vehicles must have current license plate, inflated tires, and be operational. Upon violation, vehicles may be towed without notice at the Resident's expense. Resident agrees to indemnify Owner for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of Resident. Flashlights (not candles or kerosene lamps) shall be used if electricity is interrupted. Storage in closets having gas appliances is prohibited. No business may be operated from the Unit. Resident shall not keep on the Premises any item of a dangerous, flammable or explosive character which increases the danger of fire on the Premises or which otherwise increases the change of injury to persons or property. For example, but not by way of limitation, Resident shall not create any bonfires, shall not burn leaves or trash, shall not dispose of any chemical substances by burying them or emptying them on the Premises, or otherwise undertake any activity which increases the risk of injury to persons or property or creates a nuisance. Upon payment of a reasonable charge, Resident may request that Owner change (or re-key) a door lock. A Resident who moves out prior to the end of the Lease term or renewal period is no longer entitled to occupancy or keys. Keys may be duplicated without Owner's written consent. Condominium/Apartment rules may be enforced through Owner's representatives or agents, and Resident shall hold same harmless from reasonable enforcement.

9. **CONDITION OF THE UNIT ON MOVING IN AND MOVING OUT.** Resident accepts the Unit and fixtures as is, where is, and with all faults, except for conditions materially affecting health or safety of ordinary persons. Owner makes no implied warranties. Resident further acknowledges, covenants and agrees that neither Owner, nor any other person or entity has made any representations regarding the condition of the Premises prior to or at the time of the execution of this Agreement. Resident hereby acknowledges, covenants and agrees that Resident has relied solely upon Resident's own independent inspection, examination and evaluation of the Premises and waives any claim, right, or action against Owner, or any other person or entity for any alleged failure to disclose any defects in, on or about the Premises or for any representation regarding the condition of the Premises or the terms of this landlord-tenant relationship. Resident further covenants and stipulates that Resident is leasing the Premises in an "AS IS" condition and that no representation as to the present condition or future repair of the Premises has been made by the Owner, or any other person. **The Premises will be conclusively presumed to be in perfect condition if Resident fails to provide written notice of any defects or damages to the Unit to Owner in**

the manner provided below within 72 hours after move-in (the “Move-In Notice”). No claim of pre-existing defects or damages to the Unit will be accepted if it is not noted on the Move-In Notice. Resident shall either (i) mail the Move-In Notice to Owner by certified mail, return receipt requested, or (ii) hand-deliver the Move-In Notice to Owner, or its authorized representative, which hand-delivered Move-In Notice must be signed and dated by Owner, or its authorized agent for purposes of complying with this paragraph 9. Resident accepts the Premises subject to and subordinate to any existing or future recorded mortgage or lien applicable to the Premises. Resident shall use reasonable diligence in care of the Unit. Resident may not make any alterations to Owner’s property without Owner’s prior written consent. Resident shall not build, install or attach any fixture or other improvement within any structure on the Premises without the prior, written approval of Owner. Similarly, Resident shall not construct, attach or implement any exterior structure without the prior, written approval of Owner. By way of example, but not by way of limitation, any interior alterations such as painting, wall papering, paneling, shelf or cabinet construction or any such other installation of anything which affects the existing, inner surface structure of the Premises, shall not be initiated without the prior, written consent from the Owner. Similarly, no exterior attachments or structures such as, but not limited to, porches, sheds, gymnasiums, swing-sets, athletic courts, television antennas, awnings, canopies, storm shutters, burglar bars, light poles or any such other similar thing shall be installed or built without the prior written approval of Owner. Any such permitted alterations, improvements, fixtures or additional structures shall immediately become the exclusive property of Owner. No holes or stickers shall be put anywhere inside or outside of the Unit; however, a reasonable number of small nail holes for picture hanging will be permitted in sheet rock walls. Alternative picture hanging methods (in lieu of small nails) may be required by Owner’s rules and regulations. No antenna installations, additional phone or TV cable outlets, or lock changes (including re-keying or addition of locks) will be permitted except by Owner’s prior written consent. Resident will not remove Owner’s fixtures from the Unit for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for Unit lighting fixtures, thereafter light bulbs will be replaced at Resident’s expense. When moving out, Resident agrees to surrender the Unit in the same condition as when received, reasonable wear expected. Reasonable wear means wear which occurs without negligence, carelessness, accident or abuse. No flotation bedding system that violates applicable building codes will be permitted. If Resident uses a flotation bedding system, Resident shall carry flotation insurance as is standard in the industry in an amount sufficient to protect Resident and Owner against personal injury and property damage to the Premises, with a loss payable clause to Owner. Resident shall provide Owner proof of such insurance before any flotation bedding system is used on the Premises. Resident hereby indemnifies Owner for personal injury and property damage to the Premises resulting from the use of a flotation bedding system, such indemnification including but not limited to reasonable attorney’s fees and legal expenses incurred by Owner in connection with any claims resulting from such injury or damage or with any actions to enforce the obligations hereunder.

10. LIABILITY. Owner will not be liable to any Resident, guest, invitee or occupant for damages or loss to person(s) or property caused by other persons, including theft, burglary, assault, vandalism or any and all other crimes. Owner is not responsible for the security of persons or property on, in or about the Premises. Owner will not be liable to any Resident, guest or occupant for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or any other occurrences unless such injury, loss or damage is caused by the gross negligence of Owner. Resident agrees to reimburse Owner, upon demand, the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by Resident, his/her agents, family, guests, licensees and invitees. Resident at all times, will indemnify and hold harmless Owner from all losses, damages, liabilities and expenses which can be claimed against Owner for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Resident, his/her agents, family, guests, licensees and invitees, or arising from Resident’s failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this Agreement, Resident agrees to hold Owner’s agent and its employees, agents and assigns harmless in the event of a legal dispute. Residents are strongly urged to secure their own insurance to protect against all of the above occurrences. Owner will furnish smoke detectors, locks, and latches as required by law. Repair requests for same must be in writing. Except as required by Florida Statute, Owner will furnish no additional smoke detectors, extra locks and latches, security guards or patrols, security lighting, security gates or fences, or other forms of security. Resident agrees to exercise due care for the safety and security of Resident and all persons in Resident’s Unit. Resident shall be responsible for insuring proper operation of smoke or fire detectors and/or Carbon Monoxide detectors. The Resident shall report all defects promptly and in writing.

11. SERVICE, REPAIRS AND MALFUNCTIONS. Resident shall properly maintain the Premises. Resident agrees to submit all requests for repairs and services in writing to Owner, except in an emergency when telephone calls will be accepted. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property and/or to perform repairs or maintenance which require such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify Owner immediately. Resident shall be solely responsible for changing the air conditioning filters at least one time per month and for otherwise using reasonable care to maintain the air conditioning and heating system and all of its components, including the thermostat control unit and keeping the condensation drain line open. Resident shall not place any plants, shrubs, fixtures or any such things in such a way that they affect the air conditioning and heating system’s ventilation

intake and operation. In case of malfunction of air conditioning or other equipment, Resident shall notify Owner as soon as possible on a business day. Owner shall act with diligence in making repairs, and this Lease shall continue and the rent shall not abate during such periods except as otherwise specifically provided by Florida Statute. Notwithstanding anything herein to the contrary, the Resident shall promptly repair, at his/her sole expense, any damage to the Premises caused by his own negligence or the negligence of any occupants, invitees, or guests, and all damages caused by any animals. There shall be no allowance or rent deduction to Resident and no liability on the part of Owner by reason of any inconvenience or annoyance arising from the conduct of any repairs, alterations, additions or improvements to any portion of the Premises. Resident shall be solely responsible for repairing all nail holes, screw holes or any other change created to the Premises. Repair work must be authorized by Owner. Resident shall pay for the repair of any clogging problems in the plumbing system of the Premises which occur at any time after the 10th day of Resident's occupancy, unless the cause is roots. If fire or catastrophic damages to the Premises are substantial in the reasonable judgment of the Owner, Owner may terminate this Lease within a reasonable time by giving written notice to Resident. If the Lease is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

12. **REIMBURSEMENT.** Resident shall promptly reimburse Owner in addition to rent, for any loss, property damage, or cost of repairs or service caused in the Unit or the Complex by negligence or improper use by Resident or Resident's guests or occupants. Owner will not be liable for and Resident shall pay for the following if it occurs during the Lease term or renewal period: a) damage to doors, windows, blinds, or screens unless due to negligence of Owner, b) Repair costs and damages from plumbing stoppage in lines exclusively serving Resident's Unit, and c) damages from windows or doors left open. Owner's failure or delay in demanding rent, damage reimbursement, and late-payment charges, returned check charges, pet charges, or any other sums due by Resident shall not be deemed as a waiver; and Owner may require payment of same at any time, including deduction of same from the security deposit. Owner may require advance payment of repairs for which Resident is liable.

13. **PET POLICY.** No pets are allowed, even temporarily, anywhere in the Unit or Complex without Owner's prior written consent, which consent may be given or withheld at Owner's sole and exclusive discretion. No unauthorized pets may be fed from the Unit or any part of the Complex. These pet prohibitions apply to mammals, reptiles, birds, fish, rodents and insects, including non-pet animals used in a trade or profession. Violation of the foregoing by Resident or Resident's guest or occupants, with or without Resident's knowledge or permission, will subject Resident to charges, damages, eviction and other remedies of this Lease.

14. **WHEN OWNER MAY ENTER.** If Resident or Resident's guest or occupant is present, then repairmen, servicemen or Owner's representative may enter the Unit during reasonable times for reasonable business purposes. If no one is in the Unit, then repairmen, servicemen, or Owner's representatives may enter at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this Lease if such entry is for responding to Resident's request; repairs; estimating repairs or refurbishing costs; pest control; preventive maintenance; filter changes; retrieving unreturned tools or appliances; emergency safety or fire inspections; avoiding property damage; preventing waste of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches; removing unauthorized window coverings; retrieving property owned or leased by former Residents; showing Unit to prospective Residents (after move-out or vacate notice has been given); or showing Unit to government inspectors, fire marshals, lenders, appraisers, prospective purchasers or insurance agents.

15. **DEFAULT BY OWNER.** Owner agrees to act with diligence to a) keep common areas reasonably clean, b) maintain fixtures, hot water, heating and/or air conditioning equipment, c) remain in substantial compliance with applicable federal, state and local laws regarding safety and sanitation, and d) make all reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident or Resident's guests or occupants. If Owner violates the foregoing, Resident may terminate this Lease only when the following procedures are followed: (1) Resident shall make written request for repair or remedy of the condition, and all rents must be current at such time, (2) after receipt of such request, Owner shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities, (3) if such reasonable time has lapsed and if Owner has not made a diligent effort to repair, Resident shall then give Owner written notice of intent to terminate the Lease unless the repair is made within seven days, and (4) if repair has not been made within such seven day period, Resident may terminate this Lease. Thereafter the security deposit(s) and prorata rent will be refunded as required by law.

16a. **DEFAULTS AND WAIVERS BY RESIDENTS.** Owner has a vested right to cancel this Lease, remove Resident from the Premises, and bring an action against Resident for damages, or any one of them, for the following reasons: (1) failure to pay rent in advance as stipulated in paragraph 5 of this Lease; (2) bona fide breach of the peace resulting in complaints of other residents and/or of management; (3) damage to or removal of any part of the Premises; (4) violation of rules and regulations as set forth by Owner; (5) making a false statement in the Rental Application filled out prior to the commencement of this Lease; and (6) breach of any covenant or agreement set forth in this Lease. Resident(s) further agree that: a) the obligation to pay rent during the term of the Lease or any extension thereof or any holdover residency shall not be waived, released or terminated by the service of any notice, demand for possession, notice of termination of residency, institution of any action of forcible detainer, ejectment or for

any other act or acts resulting in termination of Resident's right of possession. b) The payments or receipts of rent due shall not waive or affect any such notice, demand, suit, or in any manner waive, affect, change, modify or alter Owner's rights or remedies. c) The acceptance of liquidated damages pursuant to paragraph 16d, shall not be a waiver by Owner of the right of re-entry, nor shall any other act in the apparent affirmance of the residency at the termination of this Lease operate as a waiver of the right to terminate this Lease or operate as an extension thereof, nor shall the provision of paragraph 22 affect the Owner's right, at its election, to treat Resident as a holdover Resident under the terms of this Lease. d) Resident hereby waives any and all notices, elections, demands and terminations by or from Owner whether or not provided for by Florida Statute, except only if waiver is specifically prohibited by Statute. e) The acceptance by Owner of rent after it falls due or after knowledge of any breach of this Lease by Resident, or the giving of any notice or making of any demand or any other act or waiver by Owner other than a specific waiver or election, shall not be construed as a waiver of any rights of Owner under this Lease or as an election not to proceed under provisions of this Lease. f) Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy. g) Except only as otherwise specifically provided by Statute, neither Owner nor Owner's agents shall be liable for damages to Resident or to any persons claiming through Resident (nor shall rent be abated) for damages to or loss of property wherever located from any cause whatever. h) Resident's rights under this Lease and any extension thereof shall be and are subordinated at all times to any present or future mortgages on the real estate (or any part of it) on which the building is situated and to all advances upon the security of such mortgages. Residents shall execute any further instruments required by Owner to effect such subordination and hereby irrevocably appoints Owner (and, if more than one person's name appears as Owner, any one of them) as attorney-in-fact to execute and deliver such instruments in Resident's name. In addition to other remedies provided for herein, or by law, in the event of a default by Resident, Owner may accelerate the maturity of all rent due and to become due during the remainder of the term of this Lease.

16b. ASSIGNMENT, SUBLETTING, ABANDONMENT, RE-LETTING, TERMINATION OF RIGHT OF POSSESSION RE-ENTRY. Resident shall neither sublet the Unit nor any part thereof, nor assign this Lease, nor permit by any act of default of himself or any other person any transfer of Resident's interest by operation of law, nor offer the Unit or any part thereof for lease or sublease without, in each case, the written consent of Owner, which consent may be given or withheld at Owner's sole and exclusive discretion. Should the Resident choose to sublease, the resident will forfeit the full security deposit and agree to pay a sublease fee of \$250.00 to the owner. If Resident vacates or abandons the Unit (fifteen days non-occupation being deemed an abandonment, except by prior arrangement with Owner), or breaches any covenant or agreement in this Lease, Resident's right to possession of the Unit shall immediately terminate. The mere retention of possession thereafter by Resident shall constitute a forcible detainer and if Owner so elects, but not otherwise, this Lease shall thereupon terminate, but this Lease shall automatically terminate without need of an election by Owner upon any transfer of Resident's interest by operation of law including, but not limited to, Resident's bankruptcy or insolvency. In any such event the Unit or any part of it may be relet by Owner for such rent and such terms, and such period as Owner may elect without releasing Resident from any liability under this Lease. On such termination Resident shall surrender possession of the Unit immediately and Owner or Owner's agent shall have full and free license, with or without process of law, to enter and take possession of the Unit and expel and remove Resident or any other person who may be occupying the Unit and to repossess himself of the Unit as of his former estate. Such entry by Owner's agent shall not constitute trespass or forcible entry and detainer and shall not cause a forfeiture of rents due by virtue thereof nor a waiver of Resident's covenants or agreements in this Lease. Owner may for any reason reject any prospective new resident offered by Resident or by others. Owner may let other vacancies in the Building first before re-letting or attempting to rent the Unit. Resident shall on demand pay all deficiencies if the rent on re-letting is not sufficient to satisfy the rent provided in this Lease and in addition shall pay all expenses of re-letting, including decorating, repairs, replacement and brokerage commissions.

16c. COST OF RE-LETTING. If Resident moves out and Owner takes possession for the account of Resident, Owner shall use diligence to re-let and all subsequent rentals received shall be credited against Resident's liability for future rentals. However, if Resident is evicted or if Resident moves out without Owner's written approval and without rent being paid in full for the entire Lease term or renewal or extension period, Resident shall remain liable for future rents and shall be charged for costs of re-letting regardless of whether re-letting attempts are successful. Since time, effort, and expense of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing apartments, air conditioning and utilities for showing, processing prospects, office overhead, marketing costs and locator service fees), it is agreed that costs of re-letting shall be the amount stipulated in paragraph 3, such amount being reasonable under the circumstances existing at the time of execution of this Lease. Such amount shall be due at move-in as additional rent and shall liquidate Resident's liability for the above cost of re-letting, but it shall not liquidate or terminate Resident's liability for past rentals, future rentals, cleaning, repairing, lock changes, or other sums due under this Lease, and the foregoing shall not waive or diminish Owner's right to recover such other amounts.

16d. HOLDOVER. If Resident holds over and fails to vacate on or before the required move-out date (i.e. the end of the Lease term or renewal or extension period after proper move-out or vacate notice has been given under paragraph 3, or a different move-out date agreed to by the parties in writing), Owner may recover double the amount of the rent due for each day Resident holds over and refuses to surrender possession. Such daily rent shall be derived by dividing the rent for the last month of the Lease by 15. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.

17. **PERSONAL PROPERTY.** When possession of the Premises has been returned to Owner by surrender, action for possession, or abandonment, Owner is not required to comply with Section 715.104, Florida Statutes, and is not liable or responsible for storage or disposition of Resident(s) personal property.

BY SIGNING THIS LEASE RESIDENT(S) AGREE(S) THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, OWNER SHALL NOT BE RESPONSIBLE FOR STORAGE OR DISPOSITION OF RESIDENT(S)' PERSONAL PROPERTY.

GENERAL PROVISIONS APPLICABLE TO MOVE-OUT

18. **WRITTEN MOVE-OUT NOTICE.** Verbal move-out notice is not sufficient under any circumstances. Written move-out notice must be given in accordance with the provisions of this Lease. Procedures for 30-day move-out notice and the consequences of insufficient notice or early move-out are set forth in paragraphs 2 and 3. ALL ELECTRICITY, WATER AND GAS SERVICES MUST BE CONTINUED, AT RESIDENT'S EXPENSE, FOR AT LEAST FIVE BUSINESS DAYS AFTER RESIDENT'S LAST DAY OF OCCUPANCY. IF UTILITIES ARE DISCONNECTED, THE RESIDENT WILL BE FINANCIALLY RESPONSIBLE FOR THE RECONNECT FEE AND SERVICE CHARGES.

19. **FULL LEASE TERM.** Unless Owner consents in writing, Resident agrees not to move out of the Unit prior to the end of the Lease term or renewal or extension period without the rentals for the entire Lease term or renewal or extension being paid in full.

20. **RENTAL PAYMENTS.** Resident shall not use the security deposit(s) as rent. The full monthly rent shall be paid on or before the due date of each month, including the last month of occupancy.

21. **SURRENDER.** In order for the 15 day period for deposit refund to begin, all Occupants must have surrendered the Premises.

22. **NO HOLDING OVER.** Resident agrees not to stay beyond the date Resident is supposed to move out. Move-out date cannot be changed without mutual agreement in writing by Owner and Resident. Holding over shall subject Resident to the provisions in Paragraph 16d.

23. **FORWARDING ADDRESS.** A written copy of each Resident's forwarding address shall be left with Owner or Owner's representative.

DEDUCTIONS FROM TOTAL SECURITY DEPOSIT(S)

24. **CLEANING.** The Unit, including bathrooms and kitchen appliances, must be cleaned thoroughly. If Resident fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted. This includes charges for cleaning carpets, draperies, walls, etc. which are soiled beyond reasonable wear, plus any utility expenses incurred because of such cleaning.

25. **OTHER DEDUCTIONS.** Resident shall be liable for and appropriate charges will be deducted for any unpaid sums due under the Lease, unpaid rent, unpaid utilities, unreimbursed service charges, damages or repairs to the Unit or its contents (beyond reasonable wear), utilities for repairs, trips to let in company representatives to remove Resident's telephone or TV cable services or rental items (if Resident requests same or has moved out), trips to open Unit when Resident has lost or forgotten key; key duplicates; unreturned keys; insufficient light bulbs; stickers; scratches; burns; stains; or unapproved holes; removing or re-keying unauthorized locks or latches; agreed costs of re-letting; removing abandoned property; moving illegally parked vehicles; late payment and returned check charges; attorney's fees; court costs; and Owner's or Owner representative's time and inconvenience in any valid eviction proceeding against Resident; and other lawful deductions. If keys are not returned or if rent has been accelerated under paragraph 16a or if Resident is evicted, charges may be made for change of door locks and new keys. Security deposits will be first applied to nonrent items, then to unpaid rent.

26. **PET CHARGES.** If the pet restriction of this Lease (particularly paragraph 13) is violated, a per-day charge will be made as set forth in paragraph 5; and such violation will be cause for termination of Resident's right of occupancy and/or suit by Owner for damages. Also, if a pet has been kept on the Premises at any time during the Resident's term of occupancy by anyone (with or without Owner's written consent), a charge may be made for defleaing, deodorizing, and/or shampooing.

27. **INSPECTION UPON MOVE-OUT.** Resident is urged to make an appointment with Owner or Owner's representative for move-out inspection of the Unit. Estimates or commitments by Owner's representative regarding amounts of or deductibility of repairs, damages, or charges are subject to subsequent modification or disapproval by Owner.

MISCELLANEOUS

28. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each Resident and each Resident's share of the total security deposit are jointly and severally liable for all obligations and sums due under the Lease. Violation of the Lease by Resident or Resident's guests or occupants shall be considered a violation by all Residents. Notice by Owner's representative to one Resident constitutes notice to all Residents. Entry permission or service request from any Resident, co-occupant, or guest shall be deemed to be from all Residents. The balance of all security deposits may be refunded in one check jointly payable to all Residents and such joint refund check and/or itemization of deductions may be mailed to one Resident only.

29. **NOTICE AND DISCLOSURES.** Owner makes the following disclosures to the Resident.

1. Dean Properties, 2065 Thomasville Road, Tallahassee, Florida 32308, (850) 877-6000, is authorized to receive notices and demands from Residents in regards to the Unit, the Complex, and this Lease and may serve as Owner's agent, but shall have no liability under this Lease. Notice is deemed delivered upon receipt.

2. Owner is holding your security deposit in a non-interest bearing account for the benefit of the Residents at Premier Bank located in Tallahassee, Florida. This means that your security deposit is held in said account and cannot be hypothecated, pledged, or in any other way used by Owner until such money is actually due Owner.

3. Upon termination of the Lease agreement and in the event that Owner does not intend to impose a claim on the security deposit, Resident's security deposit will be returned within 15 days of termination. In the event that Owner intends to impose a claim on the security deposit, Florida Law requires Owner to provide written notice to Resident by certified mail to the Resident's last known mailing address, within 30 days of termination, of his intention to impose a claim on the deposit and the reason for imposing the claim. If Owner fails to give the required notice within the 30 day period, he forfeits the right to impose a claim on the security deposit. Unless Resident objects to the imposition of Owner's claim or the amount thereof within 15 days after receipt of the Owner's notice of intention to impose a claim, Owner may then deduct the amount of his claim and shall remit the balance of the deposit to Resident within 30 days after the date of the notice of intention to impose a claim for damages. See Section 83.49(3), Florida Statutes.

4. Pursuant to Section 404.056(5), Florida Statutes, Owner makes the following notification to Resident. Radon Gas: Radon 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 health department.

5. Lead Based Paint. 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 lead-based paint and/or lead-based paint hazards in the dwelling. Resident must also receive a federally approved pamphlet on lead poisoning prevention. Resident's execution of this Lease shall constitute acknowledgment of his or her receipt of the pamphlet entitled "Protect Your Family From Lead In Your Home." A risk assessment or inspection for possible lead-based paint hazards is recommended prior to occupancy of the Unit.

30a. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed because of construction, prior Resident's holding over, or any other reason beyond Owner's control, Owner shall not be liable to Resident for such delay; and the Lease shall remain in force subject to: 1) abatement of rentals on a daily basis during delay, and 2) Resident's right to terminate as set forth below. Such termination must be in writing. After such termination, Resident shall be entitled only to a refund of deposit(s) and any rentals paid. Resident's above right of rent abatement or Lease termination shall not apply if delay is due to cleaning or repairs which do not prevent occupancy by Resident.

30b. **NOTICE OF ACTUAL DELAY.** If Owner gives written notice to any one of the Residents listed in paragraph 1 on or after Lease commencement date and if such notice states that occupancy has been delayed because of a prior Resident's holding over and the Unit will be ready for occupancy on a specific date, Resident may terminate the Lease within 3 days after any one of such Residents receives such written notice, but not thereafter.

30c. **NEW COMMENCEMENT DATE.** A readiness date given by Owner to Resident in writing shall be considered the new Lease commencement date for all purposes, including the right of Resident to terminate under this paragraph if the Unit is not ready on such new commencement date. Such new commencement date may never be moved to an earlier date except by mutual agreement of Owner and Resident.

30d. **NO NOTICE OF DELAY.** If holdover delay actually occurs and if Owner has not given notice of delay under one of the

above paragraphs, Resident may terminate up to the date the Unit is ready for occupancy, but not thereafter.

31. **RELEASE OF RESIDENT.** Except under the military clause below, Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, reconciliation, loss of co-Resident, bad health, death, voluntary enlistment in the armed services, or any other reason, unless otherwise agreed to and specified in writing in paragraph 7. However, if Resident secures a replacement satisfactory to Owner, to be determined based on Owner's sole and exclusive discretion, Resident's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. If a Resident is or becomes a Service member as defined in Section 250.01, Florida Statutes, then he or she may terminate this Lease in accordance with the provisions of Section 83.682, Florida Statutes. After move-out, such Resident shall be entitled to return of security deposit(s), less lawful deductions.

32. **RENTAL INCREASES.** The following shall apply unless otherwise specified in writing in paragraph 7. No rental increases shall be allowed during the Lease term. At least 30 days prior written notice by Owner's representative is required for any rental increase. If such notice of rental increase is given to Resident and Resident fails to sign a Lease at new rental rate, this Lease then shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of the rental increase.

33. **GENERAL.** No oral agreements have been made. This Lease is the entire agreement between the parties. Owner's representative does not have authority to waive, amend or terminate this Lease or any part of it, except in writing. Resident's statement in the rental application were relied upon by Owner in executing this Lease, and any misinformation therein shall be considered cause for termination by Owner of Resident's right of occupancy. Resident may not withhold rent or offset against rent except as specifically provided by Florida Statutes. Notice by Owner or Owner's representative to one Resident constitutes notice to all Residents. All obligations are to be performed in the county where the Unit is located. All parties to this Agreement waive all rights to trial by jury, and any litigation arising from or relating in any way to this Agreement shall be tried before the County or Circuit Judge assigned to the case. Unless otherwise stated in this Lease, all sums owed by Resident are due upon demand. Owners past delay or non-enforcement of acceleration, landlords' lien, rental due date, or any other right shall not be a waiver thereof under any circumstances. Omission of initials on any page does not invalidate this Lease. This Lease shall be binding on subsequent Owners of the Unit. In any civil action involving contractual or statutory obligation of Owner or Resident under this Lease, the prevailing party shall be entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. All amounts in any lawsuit judgment shall bear 18% interest per annum from due date, or maximum rate permitted by law, whichever is less. Any clause declared invalid by law shall not invalidate the remainder of this Lease.

34. **MOLD, MILDEW AND OTHER FUNGUS.**

A. Owner's Disclosure:

1. There are many types of mold and mold is a naturally occurring substance that is present in the outdoor air we breathe.
2. Fungus (meaning any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi) has been found in buildings all over Florida.
3. Properties are not, and cannot be, constructed to exclude Fungus.
4. Moisture is one of the most significant factors contributing to the growth of Fungus.
5. Information about controlling Fungus growth may be available from your county extension agent or health department.
6. Certain strains of Fungus may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation.
7. Certain strains of Fungus may cause infections, particularly in individuals with suppressed immune systems.
8. Some experts contend that certain strains of Fungus may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by Fungus or about the level of Fungus exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between Fungus and serious health conditions.
9. The Owner cannot and does not represent or warrant the absence of Fungus in the Building or on the Premises.

10. Most liability insurance has specifically excluded coverage of any claim associated with Fungus. Accordingly, were a claim to be made for damage related to Fungus, Owner would be uninsured for such claim. Owner considers this an unacceptable risk, and Owner would therefore not lease the Premises to Resident if such risk was present.
11. Owner is not aware of any accumulations of Fungus in the Premises or the building (the "Building") in which the Premises are located. However, Fungus is by its nature difficult to detect, and due to the location of the Building in Florida (a relatively rainy, humidity-prone state); there is the possibility of present or future presence of Fungus in the Building.
12. It is the Resident's obligation to determine whether a Fungus problem is present in the Premises. To do so, the Resident should hire a qualified inspector and make this Lease contingent upon the results of that inspection.

B. Resident's Acknowledgement of Inspection Opportunity and Rights:

Prior to the signing of this Lease, Resident has been given the opportunity to fully and completely inspect the Premises and the Building, through itself and its agents.

C. Resident's Assumption of Responsibility, Risk, and Liability:

Resident hereby acknowledges the possibility of the presence of Fungus in the Premises and the Building, now or in the future, and agrees to assume the risk of current or future accumulations of Fungus in the Premises and the Building.

D. Resident's Agreement to Inspect, Maintain, and Report During Lease Term:

1. Resident, as the party in physical possession of the Premises on a day-to-day basis, through itself or its agents, agrees to periodically inspect the Premises for any evidence of water intrusion, leaks, Fungus or Fungus conditions, and shall promptly report to Owner by phone and immediately thereafter in writing, the presence of any such water intrusion, leaks, Fungus or Fungus conditions, or any Fungus related symptoms experienced by Resident or its employees, agents, customers, guests, contractors, occupants, and invitees.
2. Resident agrees to keep the Premises free of dirt and debris that can harbor Fungus.
3. Resident agrees to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or "sweating pipes".
4. Resident agrees to notify Owner of overflows from bathroom and kitchen facilities, especially in the cases where the overflow may have permeated walls or cabinets.
5. Resident agrees to use and repair all exhaust or ventilation fans installed in the Premises.
6. Resident agrees to use all reasonable care to close all windows and doors to prevent outdoor water from penetrating into the Premises.
7. Resident agrees to clean and dry any visible moisture on windows and other surfaces, including personal property, as soon as is reasonably possible. (NOTE: Mold can grow on damp surfaces within 24 to 48 hours.)
8. Resident agrees to routinely change the filters in, and repair as needed, the HVAC system and to notify the Owner of any problems with the HVAC system that are discovered by the Resident.
9. Resident agrees to use the HVAC system in the Premises to maintain appropriate climate control.
10. Resident agrees to notify the Owner of any water intrusion or mold or fungus problems in any portion of the Building, including, but not limited to the Premises, if it becomes aware of such problems.

E. Release of Liability and Agreement to Indemnify Owner:

1. Resident covenants and agrees that Owner has no obligation or duty to Resident, its employees, agents, customers, guests, contractors, occupants, licenses, and invitees to protect against exposure to Mold or other Fungus.

2. In exchange for the mutual promises and covenants contained herein, including Owner's agreement to lease the Premises to Resident, Resident, for itself and its heirs and assigns, and for its employees, agents, customers, guests, contractors, occupants, licenses and invitees, hereby releases, waives, disclaims and forever discharges Owner, its heirs, successors and assigns from any and all liability for bodily injury, property damage, personal injury or any other injury whatsoever arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungus in or about the Building or the Premises.

3. Resident agrees to indemnify and hold the Owner harmless from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees at the trial, appellate level that the Owner may sustain or incur as a result of the negligence of the Resident in its possession and use of the Premises and any claim against Owner for which Resident has released Owner as provided herein.

35. **COPIES.** This Lease has been executed in multiple copies, one for Resident and one or more for Owner.

36. **TIME.** Time is of the essence in the performance of all terms and conditions of this Lease.

37. **NON-DISCRIMINATION.** ALL PARTIES to this Agreement understand and agree that they shall not discriminate against any person because of race, color, national origin, sex, handicap, or marital status, and agree to abide by all applicable fair housing laws.

THIS IS A BINDING LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

RESIDENT

OWNER OR OWNER'S REPRESENTATIVE

WITNESS:
