

UNION PROPERTIES OF GAINESVILLE, INC.
4421 NW 39TH AVENUE BLDG 2 STE 1
GAINESVILLE, FL 32606

Unit No. _____
Code _____
Date _____

RESIDENTIAL RENTAL AGREEMENT

This is a Residential Rental Agreement (“Agreement”) between UNION PROPERTIES OF GAINESVILLE, INC. (“LESSOR”) and:

_____, (“TENANT(s)”) _____

All persons listed above under tenant, or as defined by §83.43 (4), Florida Statutes, shall be jointly and severally liable for all tenant obligations under this agreement.

1. BASIC LEASE TERMS AND OTHER DATA:

A. PREMISES: _____

B. DATE OF OCCUPANCY: _____

C. TERM OF LEASE: Beginning on _____ and ending on _____

D. PARENTAL OR SPONSOR’S GUARANTY: REQUIRED? YES NO

E. RENT PAYMENTS:

TENANT shall pay LESSOR _____ **DOLLARS (\$ _____)** per month in advance for that month on the first day of each month, and shall make this rent the first day of each month payable to Union Properties of Gainesville, Inc. and to be mailed or delivered to the following address: 4421 NW 39th Avenue, Building 2, Suite, 1, Gainesville, Fl. 32606 and shall make other payments according to the following schedule:

	<u>Amount Due</u>	<u>Date Due or Date Paid</u>
1. First Month’s Rent:	\$ _____	_____
For the Month of:	_____ thru _____	
2. Last Month’s Rent:	\$ _____	
3. Security Deposit:	\$ _____	_____ (received)
4. Pet Fee:	\$ _____	_____

TOTAL DUE AT MOVE IN \$ _____

TENANT shall pay the entire amount of the monthly rent with a single check, money order or cashier’s check before or on the due date. **LESSOR will not accept multiple checks for rent payments. CASH PAYMENTS ARE NOT ACCEPTED.**

F. LATE PAYMENTS AND RELATED CHARGES:

(1). Late Payment Charge (see Paragraph 6(d)): \$ _____, plus \$2.00 per day for every day after the **third** day of the month.

Monthly payments are due in Before or On the FIRST DAY of each month.
Rent payments received after the first day is considered late. The LATE CHARGE shown above will be charged after 5:00 p.m. on the **THIRD DAY** of each month.

(2). The following Charge for each RETURNED CHECK: **\$50.00** (see paragraph 6(f))

G. UTILITIES AND SERVICE(S):

ELECTRICITY	<input type="checkbox"/>	SEWER	<input type="checkbox"/>	GARBAGE	<input type="checkbox"/>
TELEPHONE	<input type="checkbox"/>	WATER	<input type="checkbox"/>	PEST CONTROL	<input type="checkbox"/>
CABLE TV	<input type="checkbox"/>	POOL SERVICE	<input type="checkbox"/>		
GAS	<input type="checkbox"/>	LAWN SERVICE	<input type="checkbox"/>		

NOTE: EXCEPT AS MARKED ABOVE, all Utilities or Services are to be paid by TENANT.

TENANT shall be solely responsible for procuring and paying for phone, utility, gas, alarm, and cable services at the Leased Premises, unless otherwise specified prior to taking possession of property. TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy.

H. ADDITIONAL AUTHORIZED OCCUPANTS: 1. _____ 2. _____
3. _____ 4. _____

READ THIS LEASE CAREFULLY BEFORE SIGNING

ACKNOWLEDGEMENT

TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS RESIDENTIAL RENTAL AGREEMENT INCLUDING THE ADDITIONAL PROVISION AND ALL ADDENDUMS. TENANT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Gainesville, Alachua County, Florida, on the date first above written.

TENANT(S)

1. _____ Signature	_____ Date
2. _____ Signature	_____ Date
3. _____ Signature	_____ Date
4. _____ Signature	_____ Date

LESSOR

_____ Title: Property Manager	_____ Date
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TENANT(S) received a fully executed copy of the Lease on _____ 20__.

_____ by E- mail _____ by hand

READ ADDITIONAL PROVISION ATTACHED HERETO BEFORE SIGNING LEASE AGREEMENT ADDENDUM

Initials

The parties to this Lease Agreement, dated _____ hereby agree to amend the provisions of the Lease Agreement as follows:

ADDENDUMS TO RESIDENTIAL RENTAL AGREEMENT:

- | | | | |
|--|--------------------------|--|--------------------------|
| Attachment 1: Additional Provisions | <input type="checkbox"/> | Attachment 2: Departing Procedures Addendum | <input type="checkbox"/> |
| Attachment 3: Mold Addendum | <input type="checkbox"/> | Attachment 4: Drug / Crime Free Addendum | <input type="checkbox"/> |
| Attachment 5: Property Specific Addendum | <input type="checkbox"/> | Attachment 6: HOA / Condo Association Addendum | <input type="checkbox"/> |
| Attachment 7: Pet Addendum | <input type="checkbox"/> | Attachment 8: Lead Base Paint Disclosure | <input type="checkbox"/> |
| Attachment 9: LESSOR Points Addendum | <input type="checkbox"/> | Attachment 10: Short Term Lease Addendum | <input type="checkbox"/> |

LESSOR

Title: Property Manager

Date

TENANTS

1. _____
Signature Date

2. _____
Signature Date

3. _____
Signature Date

4. _____
Signature Date

PERSONAL PROPERTY ACKNOWLEDGMENT

Pursuant to §83.67(3), Florida Statutes, at LESSOR's discretion, LESSOR shall not be liable or responsible for storage or disposition of TENANT's personal property remaining in the Leased Premises, after TENANT has surrendered, abandoned or has been evicted from the Leased Premises, according to the terms of the Lease Provision.

The Leased Premises shall be deemed abandoned if TENANT is absent from the Leased Premises for a period of more than fifteen (15) days and the rent is not current, unless TENANT has notified LESSOR in writing prior to such intended absence. This Personal Property Acknowledgment is not intended to, and shall not act as a waiver of LESSOR's right to claim or enforce any lien, remedy or right LESSOR may have against TENANT's personal property under any separate written Lease Agreement, or as otherwise provided for by the laws of the State of Florida.

LESSOR

Title: Property Manager

Date

TENANTS

1. _____
Signature Date

2. _____
Signature Date

3. _____
Signature Date

4. _____
Signature Date

SECURITY DEPOSIT ACKNOWLEDGMENT

Section 83.49, Florida Statutes provides several alternative methods as to the care and custody of TENANT's Security Deposit and Last Month's Rental payment, if applicable. LESSOR has elected to deposit your Security Deposit and Last Month's Rental Deposit payment at the Alarion Bank, Gainesville, Florida in a Non-interest bearing account.

LESSOR

Title: Property Manager

Date

TENANTS

1. _____
Signature Date

2. _____
Signature Date

3. _____
Signature Date

4. _____
Signature Date

ADDITIONAL PROVISIONS

1. **DESCRIPTION OF PREMISES:** LESSOR, in consideration of the rent reserved herein to be PAID by TENANT and other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said TENANT, does hereby let and lease unto TENANT: _____, _____, **Florida**, (the "property"). LESSOR will identify the condition of the unit and any fixtures at or prior to TENANT's move-in date.
2. **USE OF PREMISES:** TENANT agrees that the premises are to be used by no more than _____ (_____) persons as a private dwelling and for no other purpose. TENANT agrees not to allow any nuisance or illegal activity to exist on the premises and to maintain the premises in an orderly and neat condition.
3. **DURATION OF LEASE:** It is expressly understood that this Lease is for the entire Term set forth in paragraph 1(c) regardless of whether the TENANT is transferred, or for any other reason is unable to continue occupying the Premises. Accordingly, TENANT's obligation to pay rent hereunder (and the Guarantor(s) obligation to insure payment of same) will continue for the entire term of this Lease and until all sums due LESSOR hereunder have been paid in full.
4. **HOLDOVER:** If TENANT holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease without LESSOR's written consent, LESSOR may recover possession of the Premises in accordance with Florida law. LESSOR may also recover double the rent due for the Premises, or any part thereof, for the period during which TENANT refuses to surrender possession.
5. **AFTER OCCUPANCY:** TENANT and all other persons occupying the Leased Premises, whether listed above or not, shall **vacate the Leased Premises no later than 12:00 p.m. noon on the final day of the Leased Period.** If TENANT occupies the Leased Premises or fails to return all keys to LESSOR after the Lease Period expires without LESSOR's written consent, regardless of the cause, then TENANT shall pay LESSOR double the monthly rental rate, prorated each day, without waiving any of LESSOR's other rights, remedies or claims for damages against TENANT. In the event that TENANT mails the keys to LESSOR, the date LESSOR receives the keys shall be the effective date of termination of this Lease Period
6. **PAYMENT OF RENT**
 - a. **Rental Amount:** TENANT will pay rent in the amount set forth in paragraph 1(d), in advance on the first (1st) day of each month.
 - b. **Payment Date:** TENANT will pay each installment of rent on the first (1st) of every month.
 - c. **Method and Location of Payment:** Payments made by check or money order must be by a single check made payable to Union Properties of Gainesville, Inc. Multiple checks for rent payment are unacceptable. Payments will be delivered or mailed to 4421 NW 39th Avenue, Building 2, Suite 1, Gainesville, FL 32606 between 9:00 AM and 5:00 PM, Monday-Friday.
 - d. **Late Charge:** If LESSOR does not receive TENANT's monthly rent on or before the third day of the month in which it is due, TENANT shall pay LESSOR a late fee of ten percent (10%) of the monthly rental rate, plus an additional fee of Two Dollars (\$2.00) per day for each day after the third day of the month that TENANT fails to pay LESSOR the full amount of the monthly rent, plus any late payment charges incurred up to and including the date of payment. Any late payment charge imposed upon TENANT is addition to LESSOR's right to evict TENANT, or to pursue any other remedy available under the terms of this Agreement or by law against TENANT in the event TENANT is in default of this Agreement. **ALL LATE CHARGES, NSF OR SIMILAR CHARGES ARE INTENDED TO BE AND SHALL BE ADDITIONAL RENT.**
 - e. **Lost Rent:** Rent may be mailed at TENANT's risk. Any rent lost in the mail will be treated as if unpaid until received by LESSOR.
 - f. **Bad Check Charges:** TENANT will pay LESSOR a fee of Fifty Dollars (\$50.00) for any check returned to LESSOR by TENANT's bank due to non-sufficient funds or which otherwise fails to clear issuer's bank. Rent will be deemed unpaid until the returned check is picked up and exchanged with a CASHIER'S CHECK OR MONEY ORDER in the amount of the returned check plus any late charges described herein. In the event that rent is paid by check and is returned due to non-sufficient funds or any other reason, LESSOR will have the right to require TENANT to pay all future rent by a Cashier's Check or Money Order only. Bad check charges will be treated as additional rent.

g. **Last Months Rent Deposit**, if applicable, may only be used to pay the rent for the last month (including all renewals, or extension) leased month.

7. SECURITY DEPOSIT, LAST MONTHS RENT:

a. **Payment of Security Deposit and Last Months Rent:** TENANT(S) has paid to LESSOR upon execution of this lease, in addition to the first months rent hereunder a DOLLAR (\$) Security Deposit. TENANT(S) has paid to LESSOR upon execution of this lease, in addition to the first months rent hereunder a DOLLAR (\$) Last Months Rent.

b. **Purpose of Security Deposit:** The Security Deposit held by LESSOR may be applied to any cleaning or repair costs incurred by LESSOR upon the default of TENANT. The Security Deposit also may be used to pay for damages suffered as the result of TENANT's breach of this Agreement, including unpaid rent if TENANT's breach is based fully or partially upon a failure to pay rent as provided herein. THIS DEPOSIT IS NOT RENT AND WILL NOT BE APPLIED BY THE TENANT AS PAYMENT IN WHOLE OR PART OF ANY RENTAL PAYMENTS DUE DURING THE TERM OF THIS LEASE, UNLESS THE TENANT DEFAULTS IN THE OBLIGATION TO PAY RENT IN WHICH CASE LESSOR MAY, AT ITS SOLE AND EXCLUSIVE OPTION, APPLY TENANT'S SECURITY DEPOSIT TOWARDS PAYMENT OF TENANT'S UNPAID RENT. The LESSOR will have no obligation to return the Security Deposit to TENANT if TENANT defaults in performance of TENANT's promises herein contained. LESSOR may retain Security Deposit or prepaid rent as a cancellation charge or as liquidated damages if TENANT fails to take occupancy of the premises as agreed or violates any term of this Lease.

c. **Release of Deposit:** Release of said deposit will be subject to the provisions as set forth in the Departing Procedure Addendum. Once all the conditions have been met to the satisfaction of the LESSOR and any cost for labor and materials for cleaning and/or repairs have been deducted along with late charges as described in paragraph 5 (d) the remaining amount of said deposit will be returned BY US MAIL AND TO ONLY THE FIRST PERSON ON THE LEASE.

Initials _____

d. **Security Deposit Notice:** Upon the vacating of the premises for termination of the lease, if the LESSOR does not intend to impose a claim on the security deposit, the LESSOR shall have 15 days to return the security deposit together with interest if otherwise required, or the LESSOR shall have 30 days to give the TENANT written notice by certified mail to the TENANTS 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 (LESSOR's address).

If the LESSOR fails to give the required notice within the 30-day period, LESSOR forfeits the right to impose a claim upon the security deposit.

Unless the TENANT objects to the imposition of the LESSOR'S claim or the amount thereof within 15 days after receipt of the LESSOR'S notice of intention to impose a claim, the LESSOR may 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.

8. CONDITION OF PREMISES: By acceptance of occupancy, TENANT acknowledges that the Premises are in good, clean and tenantable condition (subject to Move in Condition Form).

a. **During Occupancy:**

(1) Clean, Sanitary, and Orderly. TENANT shall maintain the Leased Premises and its surrounding areas in a clean, sanitary and orderly fashion and in good repair. LESSOR shall have the right and authority to clean, remove or repair any condition created by TENANT that violates this Paragraph, including disabled vehicles, at TENANT's expense. This paragraph does not extend to normal wear and tear of the Leased Premises.

- (2) Waste, Misuse or Neglect. TENANT shall not permit waste, misuse or neglect of the Leased Premises or any of its contents, or anything furnished by LESSOR under this Agreement. TENANT shall be liable for all damages and loss to the Leased Premises, its contents, anything furnished by LESSOR under this Agreement, or any other tenant or person, caused by waste, misuse, neglect or negligence by TENANT and his/her invitees.

9. MAINTENANCE OF PREMISES: TENANT agrees to keep the premises safe and clean, free of rubbish, debris and in such conditions as may be required by the regulations of any city, county, state, or other governmental authority without any abatement in rental. Any repair bills or maintenance expenses caused by TENANT's abuse misuse, improper use, or lack of knowledge or diligence in using any mechanical, electrical, plumbing, etc., will be charged to the TENANT. This includes unnecessary calls such as to turn on a circuit breaker, unclog a drain. Plumbing stoppages that occur after the initial 45 days of occupancy will be deemed to be TENANT's responsibility and will be paid by TENANT. In the event TENANT fails or refuses to make suitable repairs as aforesaid, LESSOR may make such repairs and TENANT will reimburse LESSOR for all repairs so made.

If vacating of the premises is required for the extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs,, the LESSOR shall not be liable for damages but shall abate the rent. The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

TENANT WILL BE LIABLE FOR AND WILL PAY ALL COSTS AND EXPENSES FOR DAMAGES TO THE PREMISES LEASED TO TENANT (INCLUDES, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHING OR FIXTURES, AND ANY DEFACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS AND DOORS) REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY TENANT OR TENANT'S GUESTS OR INVITEE.

a. **TENANT IS RESPONSIBLE** for changing the air conditioning filters at least once every three (3) months after taking occupancy of the Premises. TENANT shall be liable for any repair or service charge in the event the air conditioner or heater is damaged due to non-use or dirty filters. If the leased Premises contain a fireplace, the TENANT shall pay one-half (1/2) of the cost to sweep the chimney to LESSOR for each lease period. TENANT will be responsible for replacing all light bulbs as needed and replacing batteries at least once per year for all smoke and carbon monoxide detectors.

b. **TENANT SHALL BE RESPONSIBLE** **SHALL NOT BE RESPONSIBLE** for the BI-WEEKLY lawn care at the Lease Premises. Lawn care is defined as mowing the grass, trimming bushes, edging, and removal of smaller limbs which may occasionally drop onto the lawn. Lawn care shall be performed no less than once every two weeks for the full term of this Lease Agreement. In the event TENANT fails to maintain the lawn as described above, LESSOR may, at its option, demand compliance by issuance of a seven day notice to cure. LESSOR may also, at its option hire someone to maintain the lawn and shrubbery, and TENANT shall be liable for all costs incurred for such services.

c. **TENANT SHALL BE RESPONSIBLE** **SHALL NOT BE RESPONSIBLE** for watering the lawn on at least a weekly basis. If the property has an automated sprinkler system, the system must be utilized a minimum of two times per week for a period of no less than twenty minutes per section. All watering must use the guide lines set forth by the water management district for your area.

d. LESSOR shall keep, (a) the roof, foundation, structure and exterior walls of the premises, (b) the sanitary sewer, water and utility lines servicing the premises, (c) all exterior pavement and common areas on or about the premises and (d) the range, refrigerator, HVAC, water heater, and any and all other appliances that were located in the premises at the commencement of the lease, in good condition and repair, excluding damage resulting from the negligence of TENANT, or employees or invitees of TENANT, which shall be TENANT's responsibility

10. ALTERATIONS BY TENANT:

a. TENANT will not alter the premises in any manner nor paint the interior or exterior of the said premises without the written consent of the LESSOR. Hanging pictures on the walls is acceptable. In the event of authorized alteration, said alterations will, at the option of LESSOR, remain or be removed at the cost and expense of TENANT. The TENANT is prohibited from changing any locks or adding locks to any hinged doors. TENANT may add additional removable window and/or sliding glass door locks that do not mar the surface of the windows or sliding glass doors.

b. **INSTALLATIONS OF** satellite dishes, cable / phone jacks, and wall mounted Televisions or any other physical alteration to the property must be approved in writing PRIOR to the installation. TENANT agrees to accept all responsibility

and liability for any potential damages to the property due to improper installation and hereby agrees to immediately pay for and / or repair any damages done to the property due to installation.

11. RIGHT OF ENTRY AND INSPECTION BY LESSOR: TENANT will permit the LESSOR or any of its agents to enter the leased premises during an emergency to examine and protect the same, to show the leased premises to prospective buyers or renters, or to make such repairs, additions or alterations thereto as may be deemed necessary. Prior to such inspection a 24-hour notice will be given to TENANT via either direct contact, message left, or E-mail. However, in the event entry is necessary for emergency reasons, LESSOR may enter in the absence of the TENANT by use of pass key or forbad entry without rendering LESSOR or its authorized agents, servants or employees liable for any claim or cause of action for damage by reason thereof and without in any manner affecting the obligations and covenants of this Lease. TENANT shall permit LESSOR's use of a lock-box on the front door. LESSOR may place "For Sale" or "For Rent" signs on the premises at any time.

12. ASSIGNMENT AND SUBLETTING: TENANT understands and agrees that LESSOR may assign this Lease. This Lease may not be assigned by TENANT without the prior written consent of LESSOR, which consent may be withheld at the sole and absolute discretion of LESSOR. In the event TENANT requests a sublease and LESSOR consents, TENANT will pay a sublet fee of \$300.00. TENANT shall remain responsible for all rent due under the terms of this Agreement until a replacement tenant has contracted, moved into, and assumed payments under a new agreement. At no time before, during or after the leased period shall LESSOR be obligated to find a substitute tenant for TENANT.

13. RIGHTS UPON DEFAULT, RE-ENTRY: Upon TENANT's failure to make any payment of rent when due, or upon TENANT's breach of any other terms, covenants, agreements, or conditions herein contained, or if TENANT abandons or vacates the Premises prior to the expiration of the Term, then LESSOR, at its sole option may peacefully re-enter and repossess the Premises and remove and put out TENANT and TENANT's personal property in the manner allowed by Florida law. In the event of such re-entry and repossession by the LESSOR, TENANT will be liable for all costs, fees and damages incurred by LESSOR and such re-entry will not be deemed an acceptance by the LESSOR or a surrender of any rights of LESSOR or otherwise constitute a release of TENANT from the terms of this Lease. After default, all unpaid rent will bear interest at the highest rate allowable under state law.

It is intended that LESSOR's rights and remedies for TENANT's breach of this Lease will include but will not be limited to:

- (1) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges and assessments for damages to the Premises; **or**
- (2) the right to accelerate the then entire unpaid balance of the rent for the term then remaining, or, the right to standby and collect rental payments as they become due; **or**
- (3) the right to sublease and rent the Premises for the account of TENANT in which event the proceeds from subletting will be applied first, to the cost of subletting (including advertising and commissions); second, to the cost of repairing any damage to the Premise; and third, to the TENANT's rental obligations hereunder, with the TENANT and guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term.

The exercise of any one remedy will not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the LESSOR's right to avail itself of any remedy allowed by Florida law.

14. NON-LIABILITY OF LESSOR FOR INJURY OR DAMAGE: LESSOR will not be liable for any damage to property of TENANT or of others located on the Property, nor for the loss of or damage to any property of TENANT or of others by theft or otherwise. LESSOR will not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. LESSOR will not be liable for any such damage caused by other TENANTS or persons in the Property, occupants of adjacent property, of the building, or the public or caused by operations in construction of private, public or quasi-public work. LESSOR will not be liable for any latent defect in the Property. All property of TENANT kept or stored on the Property will be kept or stored at TENANT's own risk and TENANT will hold LESSOR harmless from any and all claims arising out of damage to the same, including subrogation claims by TENANT's insurance carrier. TENANT acknowledges and agrees that LESSOR and any of its parent corporations, subsidiaries, officers, directors, agents, representatives, employees, and attorneys, will not be personally liable under any of the terms and provisions of this Lease and in the event any action brought by TENANT or on behalf of TENANT against any such parties to enforce their rights or remedies pursuant to the terms and provision of this Lease any award, judgment, settlement or other compensation ordered or resulting from such action or settlement will be limited to the value of the Property.

Notwithstanding any term of provision herein to the contrary, the liability of LESSOR for the performance of duties and obligations under this Lease is limited to LESSOR's interest in the Premises, and neither LESSOR nor its partners, shareholders, officers, agents, employees, directors, attorneys or other principals will have any personal liability under this Lease.

15. DESTRUCTION OF PREMISES: If the premises are partially damaged or destroyed by fire or other casualty not attributed to the negligence or carelessness of TENANT or TENANT's guest or invitees, the Premises will be promptly restored and repaired by LESSOR and any rent for the period that the Premises are untenantable will abate, unless LESSOR provides TENANT with suitable alternative living space, in which event the rent due hereunder will not abate. If, however, the Premises are substantially destroyed, then this Lease may be terminated by either LESSOR or TENANT, in which event the rent due hereunder will cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that TENANT will not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of TENANT or the guests or invitees of TENANT, and TENANT will be charged for the cost of any repairs or clean-up attributable to TENANT's carelessness or negligence. In the event of fire or other casualty, the TENANT will immediately notify LESSOR.

16. CHECK-IN AND CHECK-OUT PROCEDURES: TENANT acknowledges that he/she inspected the Leased Premises, agrees that the Leased Premises were received in good, clean condition with no defects, and accepts them in their present condition, except as specifically listed on the MOVE-IN Conditions form. TENANT acknowledges that he/she has received an MOVE-IN Conditions form, and that TENANT shall waive any claim or defense as to pre-existing defects, damages or loss to the Leased Premises if TENANT fails to submit the fully completed MOVE-IN Conditions form to LESSOR within ten (10) days of receiving the keys to the Leased Premises from LESSOR. In no way does accepting pre-existing defects, release the TENANT from not fulfilling their obligations as listed in the Departing Procedure Addendum.

17. PETS: Pets are prohibited and TENANT agrees to not allow or keep pets of any kind in or about the leased premises either temporarily or permanently unless specifically approved by LESSOR at LESSOR's full discretion. If TENANT is authorized to keep any pet in the leased premises it must be provided for below and proper payment for authorization of pet must be received by LESSOR on or before the move-in date. TENANT understands that prohibition of pets also applies to pets of TENANT'S guests or unexpected visitors. If LESSOR or agent of LESSOR finds a pet on the premises, Tenant hereby agrees to pay a fee of \$300.00 as liquidated damages and an additional fee of \$25.00 for each additional day pet remains on premises. This fee shall be applied in all cases, even those where TENANT is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of TENANT. If the pet remains on the premises for a period of seven days or more from the date first observed by LESSOR, the TENANT'S right to possession shall terminate and TENANT shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this Lease.

PETS: ALLOWED? YES **NO** **Initials** _____

For animals allowed by the above paragraph, TENANT agrees to execute a separate Pet Addendum in such form as LESSOR required (See Attached Pet Addendum).

18. UTILITIES: TENANT will pay for all utilities including, but not limited to water, fuel, electric, phone service and cable service unless otherwise specified prior to taking possession of property. All utilities will be activated in TENANT's name prior to occupancy. Neither LESSOR nor Agent will be liable for loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the complex in which the Premises are located.

19. LOCKS: TENANT will not change the door locks or key to the Unit without the prior written consent of LESSOR. In the event said locks or keys are changed, TENANT will provide LESSOR with a duplicate key to the Premises within 72 hours.

20. ABANDONED VEHICLES: LESSOR may remove, at TENANTS' expense, any disabled or inoperable vehicles from the Premises. TENANT agrees to park only in designated parking areas. **Parking on the grass is strictly prohibited.**

21. MODIFICATION OF LEASE: No modification of this Lease will be effective unless both parties hereto will in writing agree to such modifications.

22. **WAIVER:** Failure of LESSOR to insist upon a strict compliance with one or more of the covenants or promises herein contained or its failure to exercise any option herein contained will not be construed as a waiver or relinquishment of such provision, covenant or option but the same will continue in full force and effect.

23. **NOTICES:** TENANT will, within five (5) days after occurrence, notify LESSOR, in writing, of any alleged violation by LESSOR of any of its obligations arising under this Lease or otherwise. Any notices or demands to LESSOR, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to: 4421 NW 39th Avenue, Building 2, Suite 1, Gainesville, FL 32606. The failure of TENANT to make such notification in writing within the time prescribed will constitute a total and complete waiver of said objection and will not be alleged by TENANT as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

24. **WATERBEDS:** Under no circumstances may waterbeds or other liquid filled furniture be used unless insurance is provided by TENANT in accordance with Florida law. NO WATERBEDS OR OTHER LIQUID FILLED FURNITURE MAY BE PLACED ON THE SECOND OR THIRD FLOOR OF ANY DWELLING UNDER ANY CIRCUMSTANCES, WHETHER OR NOT SUCH INSURANCE IS PROVIDED, AS THE FLOOR IS NOT STRUCTURALLY DESIGNED TO SUPPORT THE LOADS IMPOSED BY SUCH FURNITURE.

25. **BINDING EFFECT:** This lease will be binding upon the parties, their heirs, representatives, and assigns. The heading or titles to paragraphs herein are not part of this Lease and will have no effect upon construction or interpretation. For purposes of interpretation of this Lease, the masculine will include the feminine and the singular will include a plural.

26. **ATTORNEY'S FEES:** In any action to enforce the terms of this Lease, the prevailing party will be entitled to recover its costs and expenses including, but not limited to attorney's fees and expenses, incurred in connection therewith whether or not legal action is instituted.

27. **GOVERNING LAW:** This Lease is governed by and construed in accordance with the laws of the state of Florida.

28. **RADON GAS DISCLOSURE:** As required by law, LESSOR makes the following disclosure: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. **LEAD PAINT DISCLOSURE:** Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyers or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any know lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchaser.

30. **ILLEGALITY, PRIVACY AND NOISE:** TENANT shall respect his/her neighbors' privacy and shall ensure that neither TENANT, nor his/hers invitees, shall engage in any conduct that is noisy, disturbing or annoying to his/her neighbors. TENANT shall ensure that neither TENANT, nor TENANT'S invitees, shall interfere with the rights, comforts and conveniences of TENANTS neighbors. TENANT and his/her invitees shall, at all times while on the Leased Premises, obey all the Ordinances of the City and County, and laws of the State of Florida and the United States of America, and all applicable Condominium, Apartment, or Neighborhood rules. In the event that TENANT or his/her invitees violates this provision or any ordinance or law while on the Leased Premises, TENANT shall be in default of this Agreement, and LESSOR may, at LESSOR's option, terminate this Agreement, and pursue all other remedies under this Agreement or the law.

31. **SUBORDINATION OF LEASE AGREEMENT:** This Agreement shall be subject and subordinate to any mortgage, deed of trust or encumbrance placed on the Leased Premises now or at any time hereafter.

32. **TOBACCO OR ILLICIT DRUGS:** The use or smoking of tobacco products or illicit drugs is strictly prohibited within or around the Premises. TENANT acknowledges that TENANT is responsible for any damage caused to the Premises due to the use or smoking of tobacco or illicit drugs, including but not limited to burns, stains, odors or discoloration.

33. ENTIRE AGREEMENT: NO ORAL AGREEMENTS HAVE BEEN MADE, THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE MODIFIED, UNLESS IN WRITING AND EXECUTED BY THE PARTIES. TENANT AGREES THAT ALL AGREEMENTS RELATING TO LEASE ARE TO BE IN WRITING AND THERE ARE NO VERBAL AGREEMENTS.

Initials _____

LESSOR

TENANTS

Title: Property Manager

1. _____
Signature

Date

2. _____
Signature

3. _____
Signature

4. _____
Signature