

RESIDENTIAL LEASE AGREEMENT

This lease is entered into on this ____ day of _____, 20____, by and between ____ hereinafter, collectively, referred to as “Landlord”, by and through Landlord’s duly authorized Agent, JD Realty & Management, Inc. a Florida Corporation, and the undersigned individuals identified below as Tenant hereinafter, collectively referred to as the “Tenants”.

Tenant(s)

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In consideration of the mutual covenants and agreements contained below, the parties agree as follows:

1. **Leased Premises:** Landlord hereby leases to Tenants, and Tenants jointly and severally hereby lease from Landlord, the property excluding attic, ROOFS of any structure on Premises, sheds, fireplace and ____ located at: ____ Gainesville, Florida ____ (which is a non-smoking unit) together with the following equipment and appliances: Oven-range, Refrigerator, Smoke detectors, Fire Extinguisher.

Special Provision: _____

Any additional equipment/services/utilities provided would be listed under #44-Provided appliances, #45-Provided Services & Utilities and #46- Supplied Services & Utilities of this Lease. In the Lease, the dwelling leased, including furniture, equipment, and appliances located thereon or attached thereto, is hereinafter collectively referred to as the “Premises”. All persons signing this agreement, as Tenant or as signatories in the capacity of a Guarantor guaranteeing the obligations of the Tenants, shall be Tenants hereunder, whether named above or not, and said persons agree to be jointly and severally liable for any and all obligations created hereunder. The parties expressly agree, however, that the failure on the part of the Landlord to obtain the signature of a guarantor shall not affect the liability of any Tenant who has already executed this lease. Tenants obligations to provide guaranties, proof of income, or pay security deposit are stipulated and understood not to constitute conditions precedent to this Lease being fully effective and binding on undersigned Tenants but are requirements which must be met before Tenants can physically occupy the Premises; the failure of any or all undersigned Tenants to provide any such requirement shall not operate to void or negate this Lease or Tenants’ monetary obligations in any way. If a guaranty is required by Landlord or executed on behalf of Tenant it shall be the **Tenants obligation to notify any/all guarantor(s) of any renewal, modification or execution of this Lease or any subsequent Lease agreements.**

2. **Lease Term:** The term of this Lease shall be for ____ consecutive months, commencing on ____ (12 o’clock Noon) (the “Commencement Date”) and terminating on ____ (12 o’clock Noon) (the “Termination Date”) unless sooner terminated, hereinafter referred to as (the “Lease Term”). It is expressly understood that this Lease is for the entire Term regardless of whether the Tenant is transferred, ceases to be enrolled in the college or university, or for any other reason is unable to continue occupying the Premises. Accordingly, the Tenant’s obligation to pay rent hereunder (and the Guarantor(s) obligation to ensure payment of same) shall continue for the entire Term of this Lease and until all sums due Landlord herein under have been paid in full.

3. **Monthly Rent and Advanced Rents Payments:** Payments to be made in person or mailed to: JD Realty & Management, Inc: 1817 NW 13th St Suite 1, Gainesville, Fl. 32609. Funds made payable to JD Realty & Management, Inc.

• Security Deposit \$	Due Date	Paid Date
• First Month Rent \$	Due Date	Paid Date
• Last Month Rent \$	Due Date	Paid Date
• Pet Fees/Deposit \$	Due Date	Paid Date

Tenants agree to pay to Landlord, during the Lease Term the total amount of (\$____) ____ paid in monthly installments, the first of which is pro-rated as stated above and the remaining monthly installments in the amount of (\$____) ____ each, due on the first day of each month thereafter, hereinafter identified as the “Due Date”, and payable in full no later than the third day of each month during the Lease Term. Each monthly installment hereafter referred to as the “Monthly Rent”. **Any payment made first applies to any outstanding balances.** Throughout the Lease Term, all payments of rent, including but not limited to Monthly Rent, Late Fees, Pet Fees, Utilities Charges, Damage/Cleaning Fees, Promissory Payments, NSF fees, which are intended to be and shall be considered additional rent, shall be made only by Tenant(s) or Guarantor in US funds via cash, cashier’s check, online or through a bill pay service, money order, or a valid personal check immediately payable upon presentment, and made payable to the order of the Landlord or Landlord’s designee/agent. Tenant(s) may pay individually each

month, but all payments and full balance must be received by the Due Date. All installments of Monthly Rent shall become due and payable as set forth above without demand or notice by Landlord. **If rent is mailed to Landlord, the postmark date is irrelevant, and all rents must be received by the third calendar day of any month in which such installment becomes due. If rent is paid online or through a bill pay service, the processing date is irrelevant; all rents must be received or direct deposited into Landlord's or Landlord's agent's account by the third calendar day of any month in which such installment becomes due.** All undersigned Tenants are **JOINTLY AND SEVERALLY LIABLE** under this Lease regardless of whom might be occupying the Premises, and any Tenant is authorized to act on behalf of all Tenants. Each Tenant is responsible for the entire rent under the Lease, and it is not Landlords' responsibility to account for Tenant partial payments. In the event Tenant(s) terminate this Lease prior to its expiration date, Tenant(s) will be liable for the accelerated balance of the rent plus all late fees and other monies. Tenant is not to deduct any amount of money from the Monthly Rent payment without prior written approval from Landlord.

4. **Late Payments:** In the event that (I) Monthly Rent due and owing with respect to any month is not either paid in full or actually received by Landlord by the third calendar day of any month in which such installment becomes due or (II) the financial instrument provided by the Tenant as payment of any rent is dishonored, returned or refused for non-payment or insufficient funds, there will be a late fee charged dated on the fourth of the month of Seventy-Five Dollars (\$75.00) for each such occurrence plus Five Dollars (\$5.00) per day thereafter until rent is paid in full; these late charges will accrue monthly. **Any payments made after the tenth of the month must be made via cash, money order or cashier's check.** There is a charge of Fifty Dollars (\$50.00) for non-negotiable payments, plus all additional costs incurred to Landlord resulting from any such occurrence. Landlord can require for future payments to be made in cash or certified funds if payment received from Tenant(s) are non-negotiable. Late fees must be included with the delinquent Monthly Rent. Tenant agrees that Late Fees, Pet Fees, Utilities Charges, Promissory Payments, Damage/Cleaning Fees, Repair bills, NSF fees, may be deducted from Tenants' security deposit if they are not paid when they are due or in response to Tenant billing. Late fees are strictly enforced, and unpaid fees are not waived. Receipt by the Landlord of less than the full amount of the rent shall not affect the Landlord's right to terminate this Lease for non-payment of rent. If payment tendered at any time by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.
5. **Security Deposit:** As an inducement for Landlord to enter into this Lease with the Tenants, the Tenants shall have paid and payment been credited to Landlord's account in full, prior to executing the Lease Agreement, the sum of (\$ _____) _____ hereafter referred to as the "Security Deposit". The Security Deposit paid herein represents a security for the faithful performance of the Lease Agreement by the Tenants. Landlord right to possession in whole or in part to the payment of any unpaid rent or any other breach of this Lease by Tenant shall not be affected by the fact that the Landlord holds a security deposit. **IN THE EVENT THAT SOME BUT NOT ALL TENANTS SIGN A LEASE FOR THE CONSECUTIVE TERM:** either a new deposit must be paid for the consecutive term and all Tenant(s) will be required to move out between lease terms so premises can be returned to move in condition for next term or the Current Tenant(s) whom are renewing & the Vacating Tenant(s) whom are moving out will grant Landlord or Landlord's Agent permission to continue to hold in escrow the Security Deposit and to transfer the credit of said Security Deposit into the name of the New Tenant(s) & Current/Renewing Tenant(s) who will remain in the Premises for the Consecutive Lease term and Current/Vacating Tenant(s) whom are moving out will release their claim to any portion of the Security Deposit escrowed with Landlord or Landlord's Agent. The responsibility to collect any funds due from New Tenant(s) to Current/Vacating Tenant(s) is the responsibility of all Tenant(s), not Landlord or Landlord's Agent. If the Security Deposit is transferred, all Tenant(s) fully understand and agree that Landlord or Landlord's Agent will not perform any turnover services (cleaning, repairs, pest control, etc.), a move out inspection, or impose any deductions to said Security Deposit when the Current/Vacating Tenant(s) vacate and the New Tenant(s) occupy. New Tenant(s) & Current/Renewing Tenant(s) who will remain in the Premises will accept the property in "**AS IN**" condition and will be responsible for Lease requirements of vacating and any damages that were not present or documented by Current/Original Tenant(s), for the commencement period of the Lease Term when the Security Deposit was initially paid to and escrowed with Landlord or Landlord's Agent.
- A. No portion of any Security Deposit shall be permitted, pursuant to the request or direction of any Tenant, to pay or be applied to or satisfy any obligation of rent becoming due and owing hereunder, unless the Landlord shall consent in writing and such consent may be withheld for any reason but may be applied against Monthly Rent in the event of a default by Tenants in the payment of said rent or late charges to the Landlord.

- B. At the expiration or termination of the Lease, said Security Deposit will be applied to any damages suffered by the Landlord as result of the Tenant's occupancy, including, but without limitation, the required professional cleaning, professional carpet cleaning and licensed pest control service which was performed prior to Tenants taking occupancy. *Professional cleaning service and carpet cleaning service, which must be provided by an insured service provider, and licensed pest control service will be deducted from the security deposit if adequate receipts are not provided by Tenants to Landlord, no later than the Termination date and time of Lease Term, of having services performed to comply with leaving the property in "move-in" condition.*
- C. Upon the termination of the Lease Term, the Tenants shall be entitled to be returned their Security Deposit after deduction and offset by Landlord of any and all remaining amounts due Landlord hereunder, including without limitation, any amounts due and owing on account of a failure by any Tenant to satisfactorily perform under this Lease or any damage to the Premises during the Lease Term exceeding ordinary wear and tear.
- D. If more than one Tenant exists under this Lease, the amount of remaining Security Deposit, if any, after deductions or offsets, shall be returned to the Tenants in equal shares or in one joint check written to all Tenants at Landlords discretion.
- E. The Landlord shall mail said security deposit within Fifteen (15) days, if there are no deductions, by certified mail to the forwarding addresses which Tenant(s) provided or to last known address (the Premises address); or mail Tenant(s) written notice within Thirty (30) days, if there are deductions, by certified mail to the forwarding addresses which Tenant(s) provided or to last known address (the Premises address), of the landlord's intention to impose a claim against the deposit. This is sent to Tenants as required by Statue 83.49(3), Florida Statutes. The notice shall contain a statement in substantially the following form: (This is a notice of intention to impose a claim for damages in the amount of _____ upon your Security Deposit, due to __. You are hereby notified that you must object in writing by certified mail to this deduction from your security deposit within Fifteen (15) days from the time you receive this notice or Landlord will be authorized to deduct claim from your security deposit. Your objection must be mailed by certified mail to Jasmine Disgdiertt c/o JD Realty & Management, Inc., 1817 NW 13th St Suite 1, Gainesville, FL 32609. If the landlord fails to give the required notice within the Thirty (30) day period, he forfeits his right to impose a claim upon the Security Deposit but may still file an action for damages. Unless the Tenant objects, by certified mail only, to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's claim for damages the Landlord may then deduct the amount of his/her claim and shall remit the balance of the Security Deposit to the Tenants within 30 days after the date of Tenants receipt of the notice of intention to impose a claim for damages.
- F. YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, **YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS (YOUR FORWARDING ADDRESS) SO THAT THE LANDLORD CAN SEND YOU NOTICE REGARDING YOUR DEPOSIT.** THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.
- G. Tenant acknowledges that the Premises were clean and in good repair to his/her satisfaction at the beginning of his/her occupancy. Exceptions must be recorded on the Move-In- Condition form given to Tenant at move in and returned to Landlord within Fifteen (15) calendar days. Failure to notify Landlord in writing will be construed as evidence of Premises being fully acceptable. Tenant(s) is responsible for obtaining a signed copy of this form. **When the first Tenant picks up keys, they will receive the contact information of whom to contact if there is any issue with cleanliness, which must be addressed in writing within 24 hours of picking up keys. Tenant(s) is responsible for having Premises completely professionally cleaned to move-in standards when they move out.**
- H. The Tenants will forfeit the security deposit held by Landlord to the Landlord in the event of any default or breach of this lease. If the Security Deposit does not cover all costs to remedy the Default of Lease, Landlord may pursue all legal remedies to collect the costs, including but not limited to court costs and attorney's fees.
- I. Landlord will hold all security deposits and advanced rents in account for Tenant in a no interest-bearing account at Truist Bank, 411 N Main Street Gainesville, Fl. 32601. If the Landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she shall notify the tenant within Thirty (30) days of the change according to the

provisions herein set forth. *No amount representing a security deposit or advance rent shall bear any interest payable to any Tenant.*

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING PROVISIONS:

1. The full term of the lease has expired.
2. Proof of General Household Pest Control by licensed pest control service within Thirty (30) days of Lease Termination date provided to Landlord BEFORE Lease Termination Date & Time.
3. No damage to property beyond ordinary wear and tear.
4. All unpaid late fees, NSF fees, utilities, repair and/or other charges, delinquent rent, all identified as Monthly Rent, have been paid.
5. All keys, for each tenant, returned (including mailbox, storage, pool/club keys, etc.). If any individual Tenant does not physically return their keys, they must send an email to propertymanager@jdrealtyinc.com stating that they have vacated the premises before the Lease Termination Date & Time. **If all keys are not returned, Tenant(s) will be charged for locks to be changed.**
6. All debris and rubbish and discards removed from Premises (not left at roadside).
7. Forwarding addresses for all Tenants, **provided by each Tenant and in writing,** to Landlord by Lease Termination Date.
8. When applicable – bushes trimmed, vines removed from exterior Premise walls, lawn service performed, yard & leaves raked, and all debris removed.
9. Proof of an insured company performing interior cleaning and when applicable, carpet cleaning within Seventy-Two hours of Lease Termination Date provided to Landlord BEFORE Lease Termination Date and Time
10. If Tenants have/had pets, including Seven Day Noticed unauthorized pets, receipt of a flea treatment by a licensed pest control company within Ten (10) days of Lease Termination Date must be provided to Landlord BEFORE Lease Termination Date and Time.
11. Tenants vacated Premise in a timely manner by Lease Termination Date and Time.
12. Notify Landlord in writing no later than Eight (8) weeks before the Lease Termination Date & Time of move out cleaning services scheduled by tenant.

The cost of cleaning, pest control, unpaid repair or other charges, unpaid late fees, delinquent payments, etc. will be deducted from the Security Deposit. Damage costs to the appliances or Premise by Tenants in general, not specified above, will be deducted from the Security Deposit. All damage beyond ordinary wear & tear or caused by neglect or carelessness and any repairs/maintenance/services needed which were Tenant responsibility but not performed or performed unsatisfactorily, will be determined upon inspection after Tenant(s) has returned all keys and vacated. **If Tenant(s) remain on the Premises after the expiration or termination of the Lease without Landlord's written permission, Landlord may recover double rent for the period during which the Tenant(s) refused or were late to vacate Premises.**

6. Use of Premises:

- A. At all times during the Lease Term: Each of the Tenants, and each of their minor children, guests, or invitees (whether explicitly or implicitly invited or permitted on the Premises with regard to such persons other than Tenants, each an "Authorized Guest"), shall use the Premises solely for residential purposes and consistent with use of the Premises as a single-family residential dwelling. The Premises shall only be occupied as a residence by the undersigned Tenants and their minor children, and no business or commercial activities shall be permitted to be conducted thereon. All adults residing at the Premises shall have their name placed on the Lease as Tenants. No animals or other unauthorized persons shall be kept, maintained, housed, sheltered, harbored, or otherwise be permitted to live or reside on the Premises without the written consent of Landlord, which consent may be withheld for any reason (or, in the case of an animal, revoked at any time if consent previously granted) in the Landlord's sole and absolute discretion. **Feral animals and wildlife may not be fed or hydrated at Premises.** All standing water must be removed immediately. **Tenants are forbidden to keep fish tanks, dogs, cats, reptiles, rodents, or any other animals in or at the Premises, even temporarily or visiting, unless they have a signed pet agreement with the Landlord. If an unauthorized animal/tank/etc. is discovered at the Premises or Tenant(s) are found to be feeding feral or wild animals at the Premises, a fine of Four Hundred Dollars (\$400.00) will be charged to Tenants for each animal and 7 Day Notice served. If an unauthorized animal is discovered at the Premises at any time during Lease Term, Tenant(s) will be required to perform a flea treatment upon vacating.**
- B. Tenants and any and all other Authorized Guests or invitees (whether explicitly or implicitly invited or permitted on the Premises) shall not engage in or permit any practice, act or omission that may result in damage to the Premises (ordinary wear and tear excepted) or that might otherwise be injurious, cause risk of injury, or create inherent danger to any other person or property of any other person, or directly cause or contribute to an increase in the rates of or cancellation of the insurance carried by the Landlord with respect to the Premises, or violate any applicable ordinance, statute, rule, order, regulations, or requirement of any federal, state, county, or city governmental entity (collectively, the "Applicable Laws"), including without limitation, Chapter 83 of the Florida Statutes, as amended and Chapter 14, Art. 1 of the Municipal Code of the City of Gainesville, Florida, as amended (the "City Code"). This is including laws prohibiting the use, possession, or sale

of illegal drugs. Tenants must comply with all duties, obligations, limitations, or restrictions imposed upon Tenants under deed restrictions or homeowners' association rules or regulations.

C. Each of the Tenants agrees at all times during his or her tenancy hereunder to:

A. Keep the Premises in a reasonably clean, sanitary, and tidy appearance, which shall specifically include, after the first Thirty (30) days of the Lease Term, use of consumer/retail products or engaging the services of a duly licensed, reputable third-party, at Tenants sole cost and expense during the Lease Term to provide ordinary household pest control protection (excluding termite or rodent control). Upon vacating Premise, Tenant(s) must provide receipt of One (1) general household (GHP) pest control treatment within the last 30 days of Lease Term by a duly licensed, reputable third-party. Tenant(s) shall specifically keep the dwelling, yard, and lot free of household garbage, waste, or refuse, standing water and other loose debris. After expiration of a posted Seven (7) day notice to cure the Landlord shall have the right to correct any unreasonably dirty or unkempt condition, as determined by the Landlord's sole discretion, which may exist in leased premises. Any expense incurred in correcting such condition shall be Tenants expense, be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due. All unpaid expenses will accrue the highest finance fee allowable by law until paid.

B. Refrain from using the Premises (or conducting any activity or failing to take any action necessary thereon or with respect thereto) in any manner that could reasonably cause an assessment of "points" to the Landlord or otherwise place the landlord permit relating to the Premises in jeopardy, all pursuant to Chapter 14, Art. 1 of the City Code and all applicable regulations or laws, and conduct himself or herself (and require all other Guests/Visitors or invitees, whether explicitly or implicitly invited or permitted on the Premises, of any Tenant to conduct themselves) in a manner that does not adversely affect the rights of nearby residents of properties in near proximity to the Premises to the peaceful and quiet enjoyment of their property or otherwise constitute a public nuisance, breach of the peace, or any other violation of Applicable Law (including without limitation, Chapter 14, Art. 1 of the City Code). The Premises is located in a residential area that is governed by the City of Gainesville or Alachua County Codes Enforcement and the Gainesville Police Department or the Alachua County Sheriff's Office. The Landlord/Owner of the Premises only has the right to rent this property by filing and paying for a Landlord Permit which is also governed by the City of Gainesville and/or Alachua County. The purpose of this Permit is to allow the Landlord/Owner to use the property as a rental. Should there be any misuse of the property, including but not limited to improper parking, lack of lawn maintenance, garbage not properly contained and removed, or disturbances such as noise or parties, which violate the law or disturb the peaceful and quiet enjoyment of the neighbors, Codes Enforcement can issue citations to the Tenant(s) as well as assess "points" against the Landlord Permit. A certain number of violations or "points" in a 12-month period will result in the Owner being fined and subsequently, losing his/her Landlord Permit (his/her right to rent the property). Since this can cause a great financial hardship for the Landlord/Owner, it is for this reason that the Landlord/Owner reserves the right to charge a fine of Five Hundred Dollars (\$500.00) per point assessed for Tenant(s) actions and/or invitees (whether explicitly or implicitly invited or permitted on the Premises) and even only one occurrence of a citation, fine or point assessment during the Lease Term, the Lease can be deemed terminated at the Landlord's discretion and Tenant(s) must vacate the Premises but will held accountable for the remaining balance of the Lease payments and all other monies due until the Lease expires. Tenant(s) also agrees and understand that any citation, fine, or "point(s)" as indicated above constitutes a material and non-curable or curable violation pursuant to the Florida Residential Landlord-Tenant Act, Fla. Stat. Chapter 83, Part II.

C. Use and operate in a reasonable, safe, and prescribed manner in accordance with their ordinary and intended purposes all electrical, plumbing, sanitary, smoke or fire detection, heating, ventilating or air-conditioning systems and all other facilities, fixtures, and appliances, including any Provided Equipment (as defined in Provided Equipment). **Tenants may not perform installation of any additional wiring, fixtures or overload electrical sockets, breakers, or circuits.** Refrain from parking on any water meters, water or drainpipes, septic tanks or drain fields. Tenant(s) must stay off any roofs of the Premises. **Tenants CANNOT leave Premises for extended periods of time without the heating or air-conditioning systems operating, the use of these systems are required to control humidity and safeguard interior pipes from freezing. If the Premises will be vacated longer than a Seven (7) day period, Tenant must notify Landlord of such in writing and confirm dates that a representative of Tenants will be inspecting the Premises during Tenants absence or Landlord reserves the right to inspect Premises weekly and impose a fee of Seventy-Five Dollars (\$75.00) per inspection.**

D. Refrain from erecting, adding or constructing any permanent or semi-permanent structure, fixture, or improvement on or in the Premises (including without limitation, any wall, divider, tarps, pool, pond, jungle gym, pull up bars, dancing poles, stages, graffiti/paint, fence, trampoline, bars, tree or play house), and refrain from destroying, altering, removing, impairing or modifying any pre-existing structure, system, fixture, Provided Appliance, or other improvement or other attachment to the Premises, ordinary wear and tear excepted.

E. Refrain from replacing or re-keying any locking mechanism without prior written consent of the Landlord. Provide Landlord with alarm codes, access keys or combinations relating to the same within 24hrs of request by Landlord. If bedroom doors have locks installed by Tenants, keys must be given to Landlord immediately for these locks. Landlord has the right to correct any unauthorized changes in keys and locks at Tenant expense. Any lost keys during the lease term will require a Twenty-Five Dollar (\$25.00) administrative fee plus replacement cost per key if Landlord provides a new copy.

F. **Promptly report, in writing any item requiring repair or significant malfunction to Landlord. If an emergency**

repair is needed, after calling the afterhours to report the issue, a follow up email must be sent to propertymanager@jdrealtync.com Promptly report in writing to Landlord any item not repaired correctly or completely.

G. Do not park vehicles or allow the parking of vehicles on any portion of the Premises other than the driveway, parking plan area (if one is provided), or garage, or maintain on any portion of the Premises or the street affronting the Premises any vehicle that remains inoperable for more than Seven (7) consecutive days. No parking or storage of boats, trailers, recreational, commercial vehicles, or vehicles without current license or registration. Tenants may not repair vehicles or change antifreeze, oils, or batteries on the Premises. Parking space provided shall only be used for parking vehicles owned by Tenants or short-term guests. Motorcycles, mopeds, and other soiling or oil losing mechanical devices may not be parked on patios, sidewalks, inside Premise or on lawns. **NO PARKING OR DRIVING IN FRONT, SIDE, OR BACK YARDS. CONFIRM IF A CITY STREET PARKING DECAL IS REQUIRED FOR YOUR PREMISES BEFORE PARKING ON THE STREET TO AVOID TICKETS OR TOWING.**

H. Tenants shall not keep any dangerous items, firearms, fireworks, or flammable items that might increase the danger of fire or damage to the Premises or Persons. Tenants shall not create environmental hazards on or about Premises. **Tenants shall not build outdoor fires anywhere on or near Premises.** Explosives: storage of kerosene, gasoline, butane, bottled gases, inflammable or explosive agencies are prohibited.

I. At Tenants' sole cost and expense, and upon Landlord's request, make him or herself available, provide testimony or other evidence or assist Landlord in any other lawful manner in a proceeding, hearing or inquiry involving alleged violations of Chapter 14, Art. 1 of the City Code or any other city, state or federal law or rule by any Tenant during the Lease Term.

J. Tenants will not use, or permit use of, waterbeds or have fish tanks without first obtaining the written consent of the Landlord. If permission is given a certificate of insurance must also be supplied to the Landlord as pursuant to Florida Statutes Chapter 83.535. Insurance must be in the amount of \$100,000.00 with a loss payable to the Landlord, to protect the Tenant and the Landlord/Owner against personal injury and property damage to the subject premises and surrounding properties. The said insurance policy shall carry a loss payable clause in favor of the Landlord/Owner.

K. Tenants will remove (or re-arrange to suit Landlord) any personal property deemed to be an eyesore by the Landlord. Tenants will have seven days to comply with such request from Landlord. After seven days, Landlord will remove or rearrange said property and any expense incurred in correcting such condition shall be Tenants expense, will be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due. All unpaid expenses will accrue the highest finance fee allowable by law until paid.

L. Patio/Balcony/Porches/Yards: Only patio style (outdoor) furniture and plants will be allowed on private patios, in yards, on porches or balconies. No indoor furniture allowed outside. Any street signs, grocery carts or any item which could be deemed illegal to possess shall not be allowed at the Premises. Any compost done by Tenant(s) must be done to normal standards, not attract rodents or pests and be removed upon vacating. No grills are to be used in Premises, close to Premises, or on any Patio/Balcony/Porches that belong to Premises.

M. Occupancy by more than THREE (3) unrelated persons in a single-family zoned dwelling is not permitted under section 29-74(M) of the City of Gainesville Code of Ordinances.

N. Attic and Appliance Closet Access: Do not, under any circumstances, store personal items, boxes, clothes, etc., in the attic or appliance closet access. This area was not built for storage or walking. Storage of items in this area constitutes a fire hazard. Tenants should not access the attic for any reason.

O. If property has a pool on Premises: Pool Rules; Shower before entering pool, no glass in pool area, no alcoholic beverages allowed, no animals in pool or pool area, and an adult must accompany children under 16. Swimwear only. **No lifeguard on duty. Swim at your own risk. NO DIVING.**

P. Tenants shall not make alterations or improvements to the Premises including the applications of tarps, paints, graffiti, stains, adhesive materials, nails or screws to the woodwork, walls, floors, windows, or furnishings without first obtaining the Landlords WRITTEN consent to the alteration or improvement. All such approved improvements or alterations shall become the property of the Landlord.

Q. Although Tenant may have visitors from time to time, it is understood that the occupancy of the Premises is expressly reserved for the Tenants only and any persons occupying the Premises as a guest for more than (7) seven days during a month or consecutively, shall be treated as guests only if management is notified in writing and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guests in excess of said (7) seven day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Tenant and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Tenant, in addition to the right of the Landlord to declare the Lease in default and pursue any of the Landlord's other remedies hereunder or by law

R. If Tenant is a fulltime student at a university or college, Tenant agrees to obey the rules and regulations outlined in that institution's Student Code of Conduct or similar instrument(s), and failure to do so may, at Landlord sole discretion; be deemed to be a breach of this Lease by Tenant.

S. Landlord will notify Tenant(s) by notice, of any violation of Lease term and the remedy which needs to be performed.

If Tenant(s) do not perform remedy within seven days, Landlord will do so, and any expense incurred in correcting such condition shall be Tenants expense, be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due, all unpaid expenses will accrue the highest finance fee allowable by law until paid.

T. Tenant(s) hereby grant permission for Agent/Landlord to be able to use marketing images of all property areas in a photograph, video, or other digital media (“**photo**”) in any and all of Agent/Landlord publications, including web-based publications, without payment or other consideration.

U. Premises has a fully charged fire extinguisher upon move in, which is serviced yearly, if the extinguisher is used by or Tenant cannot find it at property they must notify Landlord in writing immediately. If extinguisher is not present or found discharged at Landlord inspections and Tenant has not notified of such, **Tenant will be responsible for total cost of replacement plus a Seventy-Five Dollar (\$75.00) admin fee.**

V. Tenant(s) must not access, climb on or over, or hang anything from any ROOFS of any structure on Premises at anytime.

7. Utilities, Cable and Telephone: At all times throughout the Lease Term, Tenants shall initiate, contract for, obtain and maintain, at Tenants’ sole cost and expense and solely in the name of Tenants, all utility services required for the Premises including without limitation, electricity, gas, propane, water, trash and sewage, and shall be further responsible, at Tenant’s sole costs and expense, for initiating, contracting, obtaining and maintaining any telecommunication or cable television services. Tenants agree to promptly pay providers of all such services as they become due and shall indemnify and hold Landlord harmless with respect to any damages suffered by Landlord (including reasonable investigative and attorney’s fees) on account of any unpaid amounts or charges regarding the same. **If Tenant requires more than the existing cable, internet or phone hookups, installation will be at the Tenants expense. Tenants must provide receipt for proof of utility service connection prior to moving in and maintain service at ALL times while residing in the dwelling.** If for any reason the electricity is turned off at the dwelling, other than acts of nature, Tenant agrees to not reside in dwelling until electricity is restored. Any other source of power being used as a means to cook, light, cool, or heat your dwelling is Prohibited by City Ordinance, Prohibited by Landlord, and will be immediate cause for Eviction. Tenant agrees to pay any utility bills received by Landlord on Tenants account plus a Sixty-Five Dollar (\$65.00) administrative fee per billing period for utilities remaining on or reverting to Landlords account during the period of this Lease. Utility bills received by Landlord on Tenants account will be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due, if not paid within Three (3) days the outstanding balance will accrue the highest finance fee allowable by law until paid. Landlord is not liable for damages, inconvenience, or charges of any kind due to malfunctioning appliances or utilities that cause interruption in supply of water, heat, electricity, cooking, refrigeration or any other cause beyond the direct control of the Landlord. **Written permission from Landlord must be obtained before having a satellite dish installed and Tenant(s) must pay to have cable connection reconnected or be subject to a Five Hundred Dollar (\$500.00) fee for damages and reconnection.**

8. Smoke & CO2 Detection Devices: Throughout the Lease Term, the Tenants shall take no action to impair or alter the operation of any such system and will **check batteries monthly and replace as needed.** Tenants shall promptly report in writing any malfunction of the same to Landlord. Each of the Tenants acknowledges that at the commencement of the tenancy created under this Lease that the Landlord has installed working smoke detection devices, CO2 detection devices (if gas is present in the Premise) and a fire extinguisher. Tenant is responsible for periodic testing of any smoke and/or CO2 detector and prompt reporting in writing of any malfunctions or the existence of ANY safety hazard. Failure to so report shall relieve Landlord from any liability that might otherwise exist from any loss that may occur.

9. Access to Premises: Each of the Tenants agrees to allow and provide the Landlord (including any designee or agent of Landlord) with access to the entire Premises at all reasonable times for purposes of fulfilling any of the Landlord’s obligations hereunder or for purposes of doing repairs, having contracted services performed, showing the Premises to prospective buyers, showing the Premises to prospective renters, and performing inspections. The Landlord will make reasonable efforts by **email**, to provide Tenants with advance notice and the nature of the need to access the Premises. Landlord will only access at a reasonable time (8:00AM-8:00PM) for routine reasons but, Landlord may enter at any time in case of emergency or protection of the Premises. Notice is hereby given for Landlord to enter Premises quarterly, to inspect air filters, Premises condition, cleanliness, and safety equipment. It is the responsibility of the Tenant to make him or herself available for Landlord to do so or consent permission for Landlord to enter premises. If during an inspection, repair call, or showing the Premises, any lease violation is observed, such as unsanitary housekeeping or unauthorized pets, a seven-day notice to cure will be served to Tenants. Failure to remedy noted lease violations can be cause for eviction. The Landlord shall have the right to correct any unreasonably dirty, damaged, or unkempt condition, as determined by the Landlord’s sole discretion, which may exist in leased premises. Any expense incurred in correcting such condition shall be Tenants expense, be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due. All unpaid expenses will accrue the highest finance fee allowable by law until paid.

- 10. Breach and Default:** The Landlord has materially relied on the composition of the Tenants as a group in entering into this Lease. Accordingly, if any single Tenant shall, prior to the expiration of the Lease Term, either abandon or vacate the Premises for any reason whatsoever, or file voluntarily for or sustain an involuntary filing of bankruptcy, or without the Landlord's written consent (which may be withheld for any reason) assign or sublet all or any portion of, as the case may be, this Lease or the Premises leased under this Lease, then the Landlord, in its sole and absolute discretion, may deem all of the Tenants to have defaulted under this Lease. In addition, an event of default of this Lease shall occur if any rent required hereunder becomes late or otherwise becomes past due or should any Tenant fail to comply in any material respect with any other duty, obligation or performance required of any Tenant under this Lease. In the event of default, the Landlord shall be availed of all rights and remedies provided under Chapter 83, Florida Statutes, and any remedy provided under this Lease shall be cumulative and in addition to any other remedy available to the Landlord at law or in equity. In the event of a default by any Tenant hereunder, each of the Tenants acknowledge and agree that nothing contained in this section shall relieve any Tenant from the obligation to pay the required rent otherwise due hereunder unless as otherwise provided by law and then only to the extent provided hereunder. If at any time during or before the expiration of the terms of this Lease Agreement, the Tenant shall default by non-payment of rent or shall vacate said rental unit or otherwise violate the terms of this Lease, then all of the rent, late fees and other monies due for the balance of the Lease term remaining unpaid shall, at the option of the Landlord, be and become payable immediately, and the Landlord shall have full power and authority to demand, recover and collect any balance of rent for all months of the Lease term remaining unpaid by any legal proceeding available to the Landlord. If at any time before expiration of the term of this Lease Agreement, the Tenants fail to pay the rent when due and the non-payment continues for (3) three days after delivery of written demand by the Landlord for payment of rent or possession of the premises, the Landlord will proceed with eviction process.
- 11. Tenant Departures, Abandonment, and Surrender of Premises:** If any Tenant should abandon or vacate the Premises prior to the end of the Lease Term, such Tenant shall in writing promptly notify the Landlord of the Tenant's departure and provide the Landlord with contact information for the departing Tenant, which at a minimum shall contain a forwarding telephone number and address. In the event of a failure by a departing Tenant to provide a forwarding address, the departing Tenant agrees that for all notice purposes for any lawful reason, the address of the Premises shall serve as the Tenant's last known address. A request by Tenants to disconnect utility services before the end of the Lease Term is considered intent to abandon and abandonment occurs at the time that the utilities are disconnected in this manner. No agreement to accept surrender of the Premises from Tenants will be valid unless in writing and signed by Landlord. If at any time during the Lease Term the Tenants abandon the Premises, Landlord may enter without being liable for any prosecution therefore and without becoming liable to Tenants for damages of any kind whatsoever, and may on Tenants' account, release the Premises for the whole or any part of the then un-expired Lease Term, and may receive and collect all rent payable by virtue of such releasing, and at Landlord's option, hold Tenants liable for any difference between the Monthly Rent that would have been payable under this Lease during the balance of the un-expired Lease Term, if this Lease had continued in force, and the net Monthly Rent for such period realized by Landlord by means of such releasing. If Landlord's right to re-entry is exercised following abandonment of the Premises by Tenants, then Landlord will consider any personal property belonging to Tenants and left on the Premises to also be abandoned and dispose of according to signed authorization.
- 12. BY SIGNING THIS LEASE (i.e., RENTAL AGREEMENT) EACH OF THE TENANTS AGREE 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 SUCH TENANT'S PERSONAL PROPERTY THAT IS LEFT AFTER DATE OF DEPARTURE OR TERMINATION AND HAVE SIGNED A SEPARATE NOTICE OF AUTHORIZATION.**
- 13. Authorized to Receive Notice:** The name and address of the persons authorized by the Landlord to receive notices and demands on the Landlord's behalf: Jasmine Disgdiertt c/o JD Realty & Management, Inc., 1817 NW 13th St Suite 1, Gainesville, FL 32609. Landlords email address is never to be used for any form of legal notification regarding any matter covered by this Lease or Florida Landlord Tenant, Part II Chapter 83, Florida Statutes. All changes thereto shall be delivered to the Tenants at the address of the Premises. The address of the Premises shall serve as the address of each of the Tenants for purposes of any notice required of Landlord under this Lease or by law. Only one copy of notice by Landlord shall need to be delivered to any Tenant, and such notice shall be sufficient and binding on all Tenants.
- 14. Time is of the Essence:** Time shall be of the essence with respect to each and every required financial obligation or performance of the Tenants set forth under this Lease.
- 15. Joint and Several Liability:** By executing this Lease, unless otherwise expressly provided therein, each Tenant and Guarantor hereby agrees to be jointly and severally bound and liable to the Landlord with respect to all terms and conditions of this Lease and all liability, duties, obligations, covenants, and performances of any Tenant arising under or set forth under this Lease, including, without limitation, payment of Monthly Rent and indemnification of Landlord for Losses.

16. **Legal Fees and Court Costs:** The Landlord shall be allowed to demand and recover costs and all expenses (including without limitation, reasonable attorney's fees, and investigative and court costs) incurred to enforce any duty, obligation performance or covenant or to collect any amounts due Landlord hereunder. When incurred during the tenancy of any Tenant, such amounts shall become additional Monthly Rent due hereunder. Interest on any past due amounts owed under this lease, or on any court judgment for money damages, shall accrue at the highest percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent; it is further understood and agreed between the parties hereto that time is of the essence in this lease and applies to all terms and conditions contained herein. In the event of a default under this lease, each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2) (b) (1993) as amended from time to time.
17. **Lease Termination, Re-lease, and Subletting:** Tenant shall not assign, sublet, lease, transfer his/her interest, or re-rent premises or of any part of thereafter without Landlord's Written consent. If Landlord authorizes a sublet, or replacement Tenant (re-lease), Tenant(s) must furnish a qualified substitute; in no way will it be Landlord's responsibility to find or provide a substitute. In any case, if a sublet agreement or new Lease must be prepared, there will be a sublet fee of Three Hundred Fifty Dollars (\$350.00) or re-lease fee of Five Hundred Dollars (\$500.00) due from the original Tenant(s) to the Landlord/Agent. **The fee associated with subleasing or re-leasing must be paid in full before the documents can be fully executed.** If Landlord consents to any of the above, Tenant(s) shall remain liable under the Lease in the event of a default by the assignee, sublet, or transferee.
18. **Indemnity and Limitation of Liability:** In no event shall Landlord be liable for any special, consequential, punitive, or exemplary damages with respect to any cause of action or claim for relief arising hereunder or with respect to the Premises. The Tenants, jointly and severally, on behalf of each of themselves, their agents, creditors, employers, affiliates, siblings, parents, issue, heirs, legal or personal representative, and any and all other successors and assigns who may take by operation of law or otherwise by them or through them, hereby agree to indemnify and hold the Landlord harmless (including without limitation, any and all of Landlord's agents, attorneys, creditors, employees, affiliates, siblings, owners, principals, directors, managers, officers, parents, issue, heirs, spouses, legal or personal representatives, and any and all other successors and assigns who may take by operation of law or otherwise by or through either of the Indemnities) from and against any and all damages, claims, expenses, losses, demands, sums of money, claims for relief or causes of action, including but not limited to negligence and all other tort causes of action or claims for relief, statutory claims, suits, damages, debts, obligations, trespasses, and contracts relating to or arising out of any Tenant's breach or default of this Agreement, any Tenant's property (whether owned, leased or licensed), any act or omission of any Tenant or any of their children, Authorized Guests, or the enforcement by Landlord of any of the terms hereof. Landlord shall not be liable for any personal conflicts of the Tenant with the other Tenants/occupant(s) of the Premises.
19. **Acknowledgement of Receipt of Landlord-Tenant Laws:** By executing this Lease, each of the Tenants hereby acknowledges receiving prior to executing this Lease, copies of:
- A. Chapter 83, Part II, Florida Statutes (entitled "Residential Tenancies").
 - B. Chapter 14.5, Article 1 of the Municipal Code of The City of Gainesville, Florida.
 - C. "Florida's Landlord/Tenant Law" brochure prepared by the Florida Department of Agriculture and Consumer Services.
 - D. "Tenant Bill of Rights and Responsibilities" prepared by the City of Gainesville.
 - E. US Department of Energy Home Energy Score prepared by the City of Gainesville, if provided to Landlord.
 - F. A pamphlet provided by the City of Gainesville containing guidelines for rentals in residential neighborhoods.
 - G. Lead Based Paint Brochure.
 - H. EPA Mold Guide.
- Each of which the landlord has provided free of charge.
20. **Entire Agreement/Modifications:** This Lease and any exhibit, schedule, or addendum attached hereto or made a part hereof set forth the entire understanding of the parties with respect to the subject matter hereof, supersede all existing agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party. **TENANT HEREBY AGREES THAT THERE IS NO VERBAL UNDERSTANDING OR AGREEMENT OF ANY KIND OR NATURE WHATSOEVER WITH THE LANDLORD OR ANY REPRESENTATIVES, EXCEPT AS SET FORTH IN THE WRITTEN LEASE.**
21. **No Waiver:** Any waiver or a breach of any provision of this Agreement by the Landlord shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision hereof.
22. **Partial Invalidity:** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law. If any provision of this Lease is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

23. **Remedies and Defenses:** Tenant may have remedies available at law or in equity. Any remedy available to the Landlord that may be set forth hereunder, is intended and shall be in addition to any other rights or remedies to which Landlord may be availed at law or in equity.
- A. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's written permission, Landlord may recover possession of the Premises in the manner provided for by the law. Landlord also may recover double rent for the period during which Tenant refuses or is late to vacate the Premises.
 - B. If Tenant defaults under the lease by failing to pay Monthly Rent, as set forth in section 11, the Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the premises immediately. If Tenants defaults under the Lease for any other reason, as set forth in section 11, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within seven (7) days of delivery of the notice of termination.
 - C. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premises as provided by law.
 - D. If Tenant has defaulted under the Lease or Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may at Landlords sole discretion:
 - i. Treat the Lease as terminated, and retake possession for Landlord's own account;
 - ii. Re-rent or Sublease the Premises for the account of the Tenant, in which event any proceeds shall be applied first to the cost incurred (including advertising and commissions), second, to the cost of repairing any damage to the Premises, 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; or
 - iii. Do nothing, and Tenant will be liable for the rent as it comes due; or
 - iv. Accelerate the entire unpaid balance of the rent for the term then remaining.
 - E. If Landlord retakes possession of the Premises for the Tenants account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new Tenant shall be deducted from the rent due from original Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to lease. Any advertising costs incurred by Landlord in an effort to re-lease the Premises will be billed to the Tenant's and considered Monthly Rent. Any and all Attorney's fees and court costs incurred by the Landlord through enforcement of this Lease will be assessed to the prevailing party in any lawsuit. In the event of a default under this Lease, each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2) (B) (1993) as amended from time to time.
24. **Destruction or Damage of Premises:** In the event of a fire or casualty Tenant will immediately notify agent or Landlord. Should the Premises suffer a casualty or should a condition arise, through forces or events outside the reasonable control of Landlord (such as, solely by way of example, fire, storm, wind, rain, water damage, extraordinary repairs, lightening, acts of terrorism, vandalism, crime, mayhem, riot, war, or sinkholes) either (I) rendering the Premises (or any portion thereof) in the reasonable opinion of the Landlord, unusable, uninhabitable, or otherwise dangerous or unfit for the continued safe habitation, or (II) requiring repair or replacement of the Premises (or any portion thereof), the cost of which is estimated to exceed \$5,000, regardless of whether reimbursable through insurance, the Landlord may at its option, terminate this Agreement on no less than Thirty (30) days' notice. Alternatively, Tenants may vacate the portion of the Premise rendered unusable, in which case Tenants' liability for rent shall be reduced by the fair rental value of the portion of the Premise that is unusable. Notwithstanding the immediately foregoing, nothing contained in this Section or any act taken by the Landlord pursuant to this Section shall be interpreted or construed to relieve any Tenant from any liability (including any rent due and owing hereunder) occasioned by the breach by such Tenant or any other Tenant, of any duty, obligation or performance required of any Tenant under this Lease, or the acts or omissions (including without limitation, negligence or intentional malfeasance) of any Tenant or any other Authorized Person causing or contributing to any casualty or condition sustained by the Premises. If the whole and/or part of the leased premises shall be taken by any condemnation proceeding, this lease agreement shall terminate at the time the condemning authority takes possession of the part so taken. All damages awarded for such taking shall belong to the Landlord.
25. **Conclusive Proof of Material Breach and Default:** In the event that the City of Gainesville or other law enforcement provides notice to the Landlord (or its designee) of repeated violations by the Tenants or Authorized Guests of the city ordinances described in Section 14.5-1(3)(2) of the City Code or any ordinance including state or federal statutes, laws or rules, the Landlord, in addition to any other remedy available at law or in equity, shall have the right to immediately terminate this Lease and hold the Tenants jointly and severally liable for a material breach of the terms and conditions hereof and default under this Lease; and upon notice thereof, the Tenants agree to immediately vacate the Premises without any further action required of Landlord. Such

notice shall serve as conclusive proof of a material breach and default by Tenants of this Lease and shall stop Tenants from raising any affirmative defenses in regard thereto.

26. Representations and Warranties of Tenants: Each of the Tenants severally represents and warrants to the Landlord each of the following facts are true and accurate at the time of the commencement of this Lease, and at all times thereafter:

- (a) The Tenant is at least eighteen (18) years of age and has full capacity to enter into this Lease;
- (b) The Tenant has provided the Landlord with the Tenant's full legal name, and is the person that the Tenant purports to be;
- (c) Any information provided by the Tenant, including social security number, is the truthful and accurate identifying information of the Tenant; and
- (d) The Tenant has never been arrested, indicted, or otherwise charged with a felonious crime or any other crime involving any sexual offense, assault or molestation or sexual exploitation of a minor and the Tenant is not a Registered Sexual Offender or Registered Sexual Predator.

27. Other Statutory Notices:

- A. **Radon Gas Notice:** "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- B. **Lead Based paint and ACMs Notice:** Housing built before 1978 may contain lead-based paint or traceable amounts of asbestos containing materials (ACMs). 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, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. ACMs are generally found in original kitchen tiles, acoustical ceiling treatments, drywall and joint compound, and original sink undercoating. These areas of the dwelling should not be disturbed and any maintenance issues relating to these areas should be referred to the Landlord.
- C. **Environmental Contamination:** Throughout the State of Florida there are existing Super Fund Sites as well as other sites that are subject to environmental contamination. Within the City of Gainesville and Alachua County there is an existing Super Fund site, as well as other sites that are subject to environmental contamination. The location of such sites and the degree and scope of contamination related to such sites may affect properties in proximity to such sites and could materially impact the value of such properties. Information regarding the location of Super Fund sites and other contaminated sites, and the extent of such contamination can be found, from among other information sources, at <http://www.epa.gov>, <http://www.epa.gov/superfund>, <http://www.epa.gov/region4/waste/npl/nplfln/cabkopfl.htm>, <http://www.alachuacounty.us/Depts/EPD/Pollution/Pages/CabotKoppersSuperfund.aspx>, <http://www.alachuacounty.us/Depts/EPD/Pollution/Pages/SoilData.aspx>, and from a review of City of Gainesville Ordinance # 0-05-70 and Ordinance # 0-04-44.
- D. **Crime:** Information on crime statistics can be found through the Police Department or the Sheriff's Office in the city or county in which the property is located. Information from Florida's database of sexual predators can be found at the State of Florida sexual predators' website, <http://offender.fdle.state.fl.us/offender/homepage.do>
- E. **Mold Notice:** Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- a) Keep your *dwelling clean* – particularly the kitchen, the bathrooms(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- b) **Remove visible moisture accumulation on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible.** Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, experts recommend that after taking a shower or bath you: (1) wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tiles surfaces dissipated; and (3) hang up your towels and bathmats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots, or open windows till moisture has dissipated. Use products/equipment to remove humidity from indoor areas if needed to prevent mold growth.
- c) **Promptly notify us in writing about any air conditioning or heating system problems you discover.** Follow our rules regarding replacement air filters. Use your air conditioning and heating systems. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is "dry" (i.e., humidity is below 50 percent) to help

humid areas of your dwelling dry out as well as have air exchange. Heating or air conditioning should not be used at any time that a window or outside door is open.

- d) **Promptly notify us in writing about any signs of water leaks, water infiltration or mold.** We will respond in accordance with state law and the Lease Agreement to repair or remedy the situation, as necessary.

IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks, humidity and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as: Rainwater leaking from roofs, windows, doors, and outside walls, as well as floodwaters rising above floor level. Overflows from showers, bathtubs, toilets, lavatories, sinks. Hot water heaters, dehumidifiers, refrigerator, a/c drip pans or clogged condensation lines. Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs, or sinks. Washing machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open pot cooking or showers. High humidity outdoors and open windows. Leaks from clothes dryer discharge vents and insufficient drying of carpets, carpet pads, shower walls and bathroom floors, leaving Premises with air conditioning or heating system not operating for extended periods of time. **Do not turn HVAC system off and leave town for breaks as this will cause mold to grow due to lack of air exchange and humidity not being removed.**

COMPLIANCE: Complying with this notice will help prevent mold growth in your Premise and both Tenant(s) and Landlord will be able to respond correctly if problems develop that could lead to mold growth. **IF YOU FAIL TO COMPLY WITH THIS NOTICE, YOU CAN BE HELD RESPONSIBLE FOR PROPERTY DAMAGE TO THE PREMISE AND ANY HEALTH PROBLEMS THAT MAY RESULT.**

28. **Possession Upon Approval:** Possession of the above stated premises will not be given to the Tenant until his/her application has been checked and approved by the landlord: if his/her application is rejected, any deposit will be returned to the tenant/tenants per the stipulations of the Reserve Deposit Agreement. The tenant hereby waives any claim for damages by reason of non-acceptance of his application, which the Landlord may reject without stating the reason for so doing.

29. **Hold Over Tenancy:** If any or all Tenants fail to vacate upon Termination Date at 12:00 PM (NOON) all Tenants are jointly and severally responsible for any and all charges resulting from. Any Hold Over tenancy can result in a minimum charge of double rent per hour, plus any cost associated with the delay in possession by the Landlord.

30. **Maintenance:** **All maintenance requests must be submitted in writing:** online: jdrealtync.com, by email: propertymanager@jdrealtync.com or by mail/in person: 1817 NW 13th St Suite 1, Gainesville, FL. 32609 **Emergency repairs call 352-692-3800 and follow up with a written request.** Maintenance work orders will be scheduled in order of importance and will be completed as soon as possible. **The repairperson is instructed to NOT accept any maintenance requests directly from Tenants without authorization from Landlord, any information given to them is not guaranteed to get to your Landlord, communicate directly with your Landlord about any maintenance or repair issues.** Landlord and Tenant agree that the maintenance of the Premises must be performed in the following manner:

Landlord's responsibility includes the following: Subject to the other terms and conditions set forth in this Lease, the Landlord covenants to maintain the Premises in good repair and working condition, capable of meeting normal forces, loads or uses as the case may be for use as a single-family residential dwelling. Repair costs shall be borne by Landlord, except for repairs or damage caused by negligence, wrongful act, omission, or other failure to act in a manner required under this Lease by any of the Tenants or other Authorized Guest, ordinary wear and tear excepted, or as may be otherwise provided herein.

1. The Landlord will comply with applicable building codes, housing codes, and Florida law relating to the Premises.
2. The Landlord shall be required to install working smoke detectors and fire extinguishers on the Premises
3. Landlord is not liable for damages, inconveniences, or charges of any kind due to malfunctioning appliances or utilities that cause interruption in supply of water, heat/air conditioning, electricity, refrigeration, or any other cause beyond the direct control of the Landlord.
4. Landlord is not liable for damages, inconveniences, or charges of any kind due to water damage, fire, repairs, or any other cause; or displacement due to water damage, repairs, fire, or any other cause beyond the direct control of the Landlord.
5. Landlord is responsible for all major repairs. A repair to the heating or air conditioning does not consist of an emergency call, nights, or weekends, if the outside temperature is not above 95 degrees or below 45 degrees.

Tenant's responsibility includes the following:

- A. Any repair bills or maintenance expenses caused by Tenant's or Tenant's invitees abuse, misuse, improper use, or lack of knowledge or diligence in using any mechanical, electrical, plumbing, etc., shall be charged to the Tenant. This includes unnecessary calls such as to turn on a circuit breaker, remove foreign object from garbage disposal, change a light bulb, or unclog a drain (unless cause was beyond Tenant's responsibility). In the event Tenant shall fail or refuse to make suitable repairs, as aforesaid Landlord shall have the right to make repairs and charge them to Tenant. Any expense incurred in correcting such condition shall be Tenants expense, be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due. All unpaid expenses will accrue the highest finance fee allowable by law until paid.

- B. A maintenance request by Tenant(s) shall constitute permission for Landlord's agent/vendor to enter premises.**

- C. Notice is hereby given for Landlord to enter Premises quarterly to inspect Premises. It is the responsibility of the Tenant to make him or herself available for Landlord to do so or consent permission for Landlord to enter premises.
- D. **It is the Tenants responsibility to change or clean any and all A/C filters. Filters should be changed on a regular MONTHLY (minimum once per month) basis on both window (cleaned & never installed wet) and central HVAC systems (replaced), Tenants agree to email picture and documentation of performance of filter maintenance each month. If Tenants fail to send in monthly filter documentation, filter cleanings and/or changes will be performed that month by Landlord's Agent at Tenant expense. Invoices to clean and/or change filters shall be Tenants expense, be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due. All unpaid expenses will accrue the highest finance fee allowable by law until paid. Any repair charges due to non-maintenance of filters will be at Tenant(s) expense. Tenants agree to treat AC drain line monthly with vinegar.**
- E. Tenant shall keep the premises safe and clean, free of rubbish, cigarette butts, trash, standing water and debris and in such condition as may be required by the regulations of any city, county, state, or other governmental authority. Tenant will maintain the yard, outside patio, porch, and driveway area, including keeping it neat, clean, and free from debris.
- F. **Bones, hard seeds, pits, rice, pasta, coffee grounds, all food debris, paper, paper towels, metal, dental floss, tampons, tampon applicators, cigarette butts, Q-tips, sanitary napkins, condoms, "flushable" wipes, "flushable" toilet cleaners, etc. should be placed in garbage cans. This is not an all-inclusive list. Normal plumbing systems cannot accept these items. Toilet tank cleaning tablets are not to be used as they can break down plastic components or clog plumbing.**
- G. Carpets, where provided, are easily cleaned if spilled items are cleaned with small amounts of water immediately. Carpet must be vacuumed on a regular basis for cleanliness and longevity of the material. Other types of flooring must be swept and mopped regularly. If Tenant is unsure of what product or method to use to clean floors, they will educate themselves, as some products and methods can damage some types of flooring.
- H. Maintenance Requests must be made to the Landlord **IN WRITING** and in a timely manner so that problems may be resolved as quickly as possible. If a repair is not completed in a timely matter or the issue continues Tenant must notify Landlord in writing: **jdrealtyinc.com.com** or **propertymanager@jdrealtyinc.com** mailing address: 1817 NW 13th St Suite 1, Gainesville, Fl. 32609, for all maintenance requests. Call **352-692-3800 FOR EMERGENCY REPAIRS** followed up with a request in writing. Tenants are expected to notify Landlord immediately if they observe or suspect a maintenance problem inside or outside of the Premises. Tenants can be held responsible for repair bills for maintenance problems which are not reported and cause damage to the Premise due to lack of Landlord notification.
- I. Repairs to clogged or jammed disposals and clogged plumbing **more than Fifteen (15) calendar days after the commencement date of the lease period are made at Tenant's expense.** ALL STOPPAGES OF PLUMBING (unless cause was beyond Tenant's responsibility) more than 15 calendar days after the commencement date of the lease period will be repaired at the Tenant's expense. Tenant agrees to install hair catchers or similar products if needed to prevent as much hair as possible from going down the drains in showers and sinks. Tenant agrees to clean hair from the traps on the tub/shower and sink drains on a regular basis to prevent clogs, and to maintain pipes while living in the Premises. Tenant agrees to stop debris from going down the drains in kitchen sinks and to **not put any oils or grease down any drains.** Tenant will not overload garbage disposal and self-educate on what is not supposed to go into them. **Tenants agree to locate the water shut-off valve for the water supply to the premises and fixtures and agree to shut off the water supply in the case of a water leak in order to avoid further damage until the Landlord or a plumber arrives. Tenants also agree to actively contain, clean up or remove any water from leaks or stoppages to the best of their ability and to locate clean out valve to be opened during stoppages to avoid further damage.**
- J. Towel racks, toilet seats, light bulbs, window coverings, etc. belong to the property and must be left in unit and in good working condition.
- K. Ranges and refrigerators should be cleaned at least once every month to maintain satisfactory operation. Tenant will be charged for any repairs to the appliances including replacing shelves, drawers, etc. if Tenant is responsible for damage.
- L. Lighting: The Tenant agrees to replace all burned out light bulbs during Lease Term and upon vacating, in or operated from within Tenant's Premises.
- M. Tenant's responsibility shall include but not be limited to cracked or broken windows, holes or tears in screens or missing screens.
- N. **Lawn Care is Tenant's responsibility, unless noted otherwise in section "provided appliances and services", the lawn and shrubs/bushes shall be kept trimmed, any growth (e.g., vines) must be removed from exterior walls, yard must be raked, and debris removed regularly and appropriately. If lawn care is not done within seven days of written notice, Landlord will have lawn service performed and bill Tenant(s).** Any expense incurred in correcting such condition shall be Tenants expense, be considered additional rent and must be paid to Landlord within Three (3) days of notice of money due. All unpaid expenses will accrue the highest finance fee allowable by law until paid. **Additional plants and shrubbery are**

welcome after Landlord written approval but must remain when Tenant vacates. No trees or shrubs may be removed from the Premises without written approval. **TENANTS MUST RAKE AND REMOVE LEAVES FROM LOT AS NEEDED.**

- O. Tenant must keep all plumbing fixtures in the dwelling clean, sanitary, and in repair.
 - P. **Tenant is never to engage a repairman, without Landlord written permission, to make a repair at Premises except to stop damage to the Premises or to guard physical safety. (i.e., an emergency)**
 - Q. **Smoking is not allowed inside the Premises. Any expense necessary to remove stains and odors will be the responsibility of Tenants including repainting the interior, odor removal treatments, replacing blinds and carpet, and extra cleaning. "Inside" means all heated and air-conditioned space, screened or open porches, exterior alcoves, carports, and garages. Tenants MUST take action to prevent smoke from blowing or drifting into open windows or open doors. All tobacco and/or other waste must be disposed of safely and not left on the ground.**
 - R. Denying access or not being present for after hour/emergency access or scheduled & notified delivery of an appliance after a maintenance request has been submitted will result in an admin fee of Seventy-Five Dollars (\$75.00) and Tenant responsibility of any invoices received by Landlord from vendor not being able to access the Premises, which will be charged as Monthly Rent. If multiple repairs are needed, they must be reported at the same time to limit multiple consecutive visits in a short time period, please don't duplicate requests or report something which was just repaired, **communicate with your roommates!**
 - S. Landlord is responsible for major repairs. Tenants are responsible for minor repairs costing less than One Hundred Fifty Dollars (\$150.00) that can be done with common household tools and common sense.
 - T. Tenant(s) will not put aluminum foil or any other window coverings on the windows of the Premises. Excessive condensation is caused by covering the glass itself, which in turn causes mold and mildew on the surrounding areas and glass. No signs, advertising, etc. or tarps may be placed in windows, on outside walls, or hung off roofs, porches, railings, or balconies.
 - U. **If a washer and dryer are provided: Tenants will not overload machines, allow load to run unbalanced or put any items or substances in the machines that are not intended to go into the appliances. Any maintenance calls for broken belts, broken lid switches, etc., or clogged plumbing, lint traps, exhaust, etc. that shows to not be normal wear and tear will be charged to Tenants. Tenants will not use washer and dryer for commercial use, i.e., laundry from a Tenant owned business. If the washer and dryer are a shared appliance, please respect other Tenants belongings and time or privileges of use can be suspended.**
31. **Risk of Loss and Personal Property:** **TENANT UNDERSTANDS THAT LANDLORD DOES NOT INSURE PERSONAL PROPERTY BELONGING TO TENANT AGAINST ANY HAZARD, TENANT IS ADVISED TO OBTAIN SUCH INSURANCE COVERAGE, AS THEY DEEM APPROPRIATE.** The Landlord does not carry insurance for the Tenant's belongings and personal items, all personal property kept or stored by Tenant shall be at Tenants sole risk. It is the Tenant's responsibility to acquire and maintain Renter's Contents Insurance and Personal Injury and Liability Insurance. Landlord recommends that Tenants secure insurance to protect people and property. Tenants hereby agree to hold Landlord harmless as a result of any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenants, or Tenants' family, agents, employee, guests or visitors located in or about the Premises, or for damage or injury to the Tenant or Tenants' family, agents, employee, guests or visitors. Nothing contained in this Lease shall relieve Tenants from responsibility for loss, damage, or injury by their own negligence or willful conduct.
32. **Security:** Tenants agree and acknowledge that protection against criminal action is not within the power of the Landlord or any of its agents, and even if security services are provided, those services cannot be relied upon by Tenants and shall not constitute a basis for liability in any manner for criminal or wrongful actions by others against Tenants or invitees. Tenant agrees to examine the locks on all doors, and all windows immediately upon taking possession and to report any defects in these locks immediately to Landlord. Know who is at your door before you open it to anyone. **TENANT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL NOT PROVIDE AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY SERVICES TO TENANTS. TENANTS SHALL LOOK SOLELY TO THE PUBLIC POLICE FORCE FOR SECURITY PROTECTION.** Any presence of alarm shall not be construed as a representation that the Landlord guarantees immediate response when an alarm has been activated. Landlord recommends that Tenants lock their vehicles at all times and do not leave valuables in vehicles. Landlord is not responsible for loss, theft, or vandalism of Tenant's property.
33. **Subordination and Liens:** This Lease is subject and subordinate to the lien of any mortgage now or at any time hereafter placed upon the Premises. Tenants shall not have the right to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenants. The Lease does not allow any liens to attach to Landlord's interest.
34. **Renewal and Extension:** The Lease can be renewed or extended only by written agreement (a lease for the consecutive term) signed by both Landlord and Tenants. Tenant will be notified if they may renew the Lease on their Premises for another twelve-month term, Landlord may adjust the Monthly Rent to a new rate at the end of the original lease. **Existing Tenants in good standing with Landlord will have priority to renew Lease Agreement but new Lease Agreement must be signed by the deadline given with the renewal option received by Tenant(s), usually within the first or second quarter of the original Lease Agreement Term.** Tenant acknowledges that this Lease Agreement for the purposes of renewal of same Premises constitutes acceptance of the Premises in "as in" condition.

35. **Possession:** If possession of the Premises is not delivered to Tenants at the beginning of the term because the same are not ready for occupancy or because of the holding over of any previous occupant of Premises, Landlord shall not be liable in damages to Tenants therefore, but during the period Tenants shall be unable to occupy the leased Premises, the Monthly Rent therefore shall be abated. If Landlord is not able to deliver possession to Tenants within Thirty (30) days of the date named for the Commencement of said Lease Term, Landlord may terminate the Lease at Landlord's option without Landlord being liable for any expenses caused by such delay or termination. In the event of such terminate, and for this reason only, any funds previously given to Landlord in consideration of the Lease will be refunded in full. Upon the expiration of the term of this Lease, or upon termination of this Lease for any cause, Tenants shall immediately deliver to Landlord possession of the Premises together with all furnishings and equipment therein belonging to Landlord, including ALL copies of keys for doors or mailboxes. **Condition of the Premises and yard in "Move-In-Condition" and delivery of all keys shall be made no later than 12 o'clock Noon on the Termination Date of Lease term to Landlord/Agent @ 1817 NW 13th St Suite 1, Gainesville, FL.** All changes thereto shall be delivered to the Tenants at the address of the Premises.
36. **Failure to Fulfill Contract:** In the event Tenant fails to take occupancy or vacates prior to the end of the Lease Term, Tenant remains liable for Monthly Rent and for all associated costs including but not limited to advertising, rental commissions, utility costs, lawn maintenance, cleaning, painting, repairs, court costs, collection costs and legal fees. If this lease is placed with an attorney for enforcement, Tenant is liable for all costs, including court costs, collection costs and attorney's fees incurred, whether suit is filed or not. The parties specifically agree, understand, and hereby waive their right to a jury trial in any litigation involving this Lease. The parties agree that any action brought under this Lease whether by Landlord or Tenant shall be brought only in the county in which the Premises are situated, and Florida law shall apply. Tenant agrees that not taking occupancy is a default that can cause forfeit of Security Deposit and acceleration of rents, late fees, and all monies due under this Lease.
37. **Application:** The statements or representations made by the Tenants on the application submitted in connection with this Lease are material and incorporated into this Lease by reference. Should any be false or inaccurate, Tenants, at Landlord's option, may be deemed in default under this Lease. If Tenants indicate that the source of rental income is from a parent or other relative, than that parent or other relative must sign a Guarantor Agreement. In this agreement the other party agrees to be liable for all the liabilities incurred by Tenants under the terms of the Lease Agreement between Landlord and Tenants.
38. **Miscellaneous:**
- A. In the event you are "Locked-Out", Tenant can call the office during business hours to arrange picking up a key to make a copy of (at tenant's expense) and immediately return to the office if office is open, Landlord does not provide lock-out services. If it is outside of business hours or the business is closed for a holiday or any other reason you will need to call a locksmith (at tenant's expense).
 - B. Any failure by Landlord to exercise any rights under this Lease shall not constitute a waiver of Landlord's rights.
 - C. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and the permitted assigns of the Landlord and Tenants, subject to the requirement specifically mentioned in the Lease. Whenever used, the singular reference shall include the plural and the plural reference shall include the singular, and the use of any gender reference shall include all appropriate genders.
 - D. **Each of the Tenants understands that Agent works on behalf of the Owner/Landlord of the Premises. The Premise's Owner pays Agent. Tenant acknowledges that this disclosure was made prior to full execution of the Lease. Agent hereby disclaims all representations, warranties, and covenants of any kind whatsoever, whether express or implied by operation of law, regarding the Premises (including without limitation Landlord's covenant of quiet title). Tenants' obligations to provide guaranties, proof of income, or pay security deposit are stipulated and understood not to constitute conditions precedent to this Lease being fully effective and binding on undersigned Tenants but are requirements which must be met before Tenants can physically occupy the Premises. Failure of any or all undersigned Tenants to provide any such requirements shall NOT operate to void or negate this Lease and Tenants' monetary obligations in any way.**
 - E. Tenants agree that any future addendums and guaranties to this lease are part of this Lease and incorporated by reference.
39. **Interruption of Services:** Landlord shall not be liable for any claim of damages or rebate or charge of any kind in case of the interruption of the supply of water, heat, air conditioning, sewerage, electric current or refrigeration occasioned by accident, failure of power supply, failure of equipment/appliance, needed repair or any other cause beyond the control of Landlord.
40. **Subordination of Lease:** Landlord may encumber the premises by one or more mortgages, securing such sums and upon such terms and conditions as Landlord may desire, and any such mortgages so given shall be a lien on the leased premises superior to the rights of the Lessee herein, and Lessee agrees that this lease shall be subordinate to said lien and shall serve, for all intents and purposes, as a subordination agreement.
41. **General:** Tenant shall be responsible for and indemnify Landlord against any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident, caused by Tenant's wrongful act or negligence, or regardless of Tenant's wrongful act or negligence if such fire, flood or accident occurs within the deemed Premises under Tenant's possession and control, whether such may be of known or unknown origin or causation and regardless of whether Tenant's wrongful act or negligence is related to any known or unknown suspected origin or causation.

42. **Expense of Misuse:** Landlord and Tenant agree that in the event of damage to the premises or its contents the Tenant shall be liable to Landlord for reimbursement for the same at replacement cost rather than value.

43. **Promised Repairs:** Set forth below appears a list of items of repair or further attention that Landlord agrees to satisfactorily repair or complete in all material respects prior to the Commencement Date, and the repair or completion of which shall serve as a condition precedent to Tenants' performance and obligations under the Lease. With respect to one or more of such items, the majority in number of the Tenants may waive or qualify repair or completion in writing (and which may be indicated below) at any time prior to taking possession.

Item: Description:

44. **Provided Appliances:** At the inception of the Lease, the Landlord represents and warrants that all

Provided Appliances shall be in good and operating order.

Provided Appliances: Responsibility for Maintaining: *

* Landlord's obligation to maintain the Provided Appliances shall be subject to use by the Tenants in the ordinary and intended use. Misuse by Tenant will revoke privilege of use and allow Landlord to remove appliance.

45. **Provided Services and Utilities:**

Utilities/Services Provided:

46. **Supplied Services and Utilities:** **REIMBURSABLE FROM TENANT TO LANDLORD: ***

Utilities/Services:

* Reimbursements owed to Landlord Seven (7) days after notice of funds due is received by Tenants. All unpaid expenses will accrue the highest finance fee allowable by law after the Seven (7) day period has lapsed and until paid.

47. **Move-In-Condition Report Dated:** As of the Commencement Date. Tenants acknowledge they will be in receipt of a Move-In-Condition report on the Commencement Date and the need to return by certified mail or receipt of delivery to Landlord, this Addendum within Fifteen (15) calendar days of the Commencement Date.

Initials:

Tenant

48. **Conservation:** Heating or air conditioning should not be used at any time that a window or outside door is open. Any leaks in plumbing should be reported to Landlord immediately.

49. **Disconnection for Excessive Use:** All parties agree that excessive use of electricity provided by Landlord shall result first in a warning. If a second warning is issued Tenants will be required to transfer account into the name of a Tenant who is occupying the unit (7) Seven days before disconnection. All Tenants occupying the unit will be given notice to have electricity transfer into one Tenants name, to be determined by occupying Tenants, and will pay that said Tenant within (7) Seven days of receipt of bills to ensure timely payment of the full monthly bill to provider for service. Tenants will continue to have electric in said Tenant's name through end of lease term. Excessive use is defined as having a bill that is 30% higher than the monthly bills of other like units during the same month. Each warning will also accompany a notice of funds due to Landlord which will reflect the excessive amount of the bill divided between occupying Tenants.

50. **Shared Utilities:** Whether provided by Landlord or provided by Tenant all parties agree to share utility expenses (telephone, movie channels, electric, internet, etc.) incurred by the premises during lease term. It is recommended to have a signed agreement by all Tenants about any services that are provided to the premises that the costs will be shared by Tenants. Tenant agrees to pay any and all installation charges, connection fees, and monthly expenses to Tenant whose name service is in within (7) Seven days of receipt of bills to ensure timely payment of the full monthly bill to provider for service. Landlord will not be responsible for determining responsibility for Tenant expenses.

51. **Roommates:** All Tenants hereby agree to allow all parties to share in the use and enjoyment of common Premises and agree to keep common areas clean and free from excessive personal items. Landlord takes no responsibility for personal conflict of Tenant with Co-Tenants, Tenant's guest or invitees or any other Tenants. Therefore, a conflict between Tenants does not constitute grounds for termination of lease. Neither Landlord nor Agent shall be liable for any personal injury to Tenant, damage, or loss to Tenant's property, included but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes.

52. **Parental or Sponsor's Guaranty:** Many Tenants who lease from JD Realty & Management, Inc. are college-age students. The Landlord may require, as a condition of the lease, a binding Guaranty. The Landlord reserves the right to cancel this lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within seven (7) days of the execution of this lease; at Landlord sole option providing that Landlord may alternatively hold Tenants to all terms of this Lease. Tenant

understands the Guaranty must be obtained directly from Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution, changes to Guaranty by Tenant or Guarantor, or forgery of the Guaranty.

53. Tenant Objection Notification: Tenant shall, within five (5) days after occurrence, notify Landlord/Agent, in writing, of any alleged violations by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord/Agent, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery and receipt obtained or certified mail, return receipt requested, to: Jasmine Disgdiertt c/o JD Realty & Management, Inc., 1817 NW 13th St Suite 1, Gainesville, FL 32609. All changes thereto shall be delivered to the Tenants at the address of the Premises.

54. Short Term Leases: All leases for a term of six months or less are subject to sales and tourist tax equaling 12% due in addition to the monthly rent. If Tenant is a full-time student and provides a signed form from his or her school stating such, the Tenant is exempt from this tax being due. If the Tenant does not provide correct documentation to prove full-time enrollment in school the Tenant is responsible for paying any taxes due.

55. PET AGREEMENT: _____

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

- A. **Additional monthly fee** of \$ _____ is added to the monthly rent as additional rent.
- B. A **non-refundable pet impact fee** of \$ _____ is paid by Tenant(s). Pet impact fee and additional rent shall not be used for damages.
- C. **Additional security deposit** of \$ _____ is paid by Tenants. This sum and the Security Deposit may be used by Landlord to pay for any additional pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenants vacating the premises. Tenants will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring, landscaping, or any other items damaged in any way by pet(s). Tenants also will be responsible for the full cost of any pest extermination that is required because of pet(s).
- D. Only Pet(s) listed on this agreement are allowed and must be approved prior to being taken on to Premises. Pet fees will be assessed for every pet brought on the Premises, even temporarily. Landlord will not be held liable for veterinary costs or death of any pet(s) kept on or brought to the Premises.
- E. The Tenant will provide proof certifying that the pet has been spayed or neutered. All dogs and cats over three months of age must be vaccinated for rabies and wear a current Alachua County license at all times. **AGGRESSIVE BREEDS ARE NOT PERMITTED.** Pet(s) must be kept on a leash and under Tenants control at all times while it is outside of the Premises. Pet(s) must not be tied up and left or kept outside door or gates to block entry. Pets may not be allowed to hinder Landlord in posting notices, inspections, showing property, or making repairs. Pets must be contained in a manner which allows Landlord access to all areas of Premises for inspections, making repairs or during a showing of the Premises to prospective buyers, or showing the Premises to prospective renters. If pets, authorized or unauthorized, block entry of notified or Tenant requested Landlord or Vendor visit to Premises, it will result in an admin fee of Seventy-Five Dollars (\$75.00) and Tenant responsibility of any invoices received by Landlord from vendor not being able to access the Premises, being charged as Monthly Rent.
- F. Tenants are responsible for immediately cleaning up after pet(s) and must do so. Pet feces are not to be left on the Premises, inside or in yard; all feces must be picked up and disposed of appropriately by Tenants. Tenant will keep all pet(s) and dwelling clean and free of flea and tick infestation at all times.
- G. **Tenants agree that approval or denial of all pets(s) is at the sole discretion of Landlord or Agent. Landlord, or Agent, reserves the right to withdraw consent at any time by giving the Tenants (7) Seven days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other Tenants or vendors of Landlord or Agent. In the event the pet(s) are not removed after notice, Tenants will be subject to eviction. Tenants agree that keeping a pet on the premises is a revocable privilege and not a right.**
- H. Tenants covenant and agree to maintain each of the Animals in good health, in accordance with good, safe, and sanitary conditions and in accordance with all applicable laws, including without limitation, all applicable state, local or municipal public health and safety and animal control laws (collectively, "Applicable Laws"). Tenants, at their sole cost and expense, shall apply and maintain a proven, effective flea control with respect on each Animal at all times during the Lease Term. During a scheduled visit by Landlord or its agent representatives, each of the Animals shall be adequately and humanely restrained so as to permit any necessary work to be conducted or services to be performed.
- I. Tenants represent and warrant, at no time during the leasehold shall any Animal represent an actionable nuisance or unreasonable threat to any person or property and no Animal has been found or determined, through citation or adjudication, as dangerous or vicious under any Applicable Laws. Upon any breach of this section, Tenants shall remove the Animal from the Premises within 24 hours. Should Tenants fail to do so, Tenants shall be in default of this Lease.
- J. **Tenants agree to fully** indemnify and hold harmless the Landlord and the owners of the Premises and each and any of their respective members, officers, owners, agents, representatives, insurers, heirs and successors or assigns, against any (collectively, the "Claims") claims, benefits, rights, losses, demands, sums of money, claims for relief or causes of action, including but not limited to negligence and all other tort causes of action or claims for relief, statutory claims, suits, damages, debts, obligations, trespasses, contracts, losses, expenses, and liabilities of whatever nature or kind, known or unknown, contingent or otherwise that may be occasioned by the act of any of the Animals or failure of Tenant to take any action with respect to any Animal sustained

by the Premises or to any person. Furthermore, Tenants agree to waive and hold harmless the Landlord or the owners of the Premises from any injury to or loss of any Animal, or any damage occasioned to Tenants' belongings through acts of any Animal. **Landlord may defend any such claim by counsel selected by Landlord.** In other words, **Tenants assume ALL RISKS ASSOCIATED WITH MAINTAINING ANY ANIMAL ON THE PREMISES including but not limited to; damages to property or injury to persons in, upon, or about the Premises and any third-party liabilities associated with claims of special or consequential damages.**

K. Misrepresentation of the status of a Service or Emotional Support Animal is fraud. Landlord will seek prosecution of Tenant(s) to be charged with a misdemeanor.

L. Should Tenant materially breach any of the foregoing representations, warranties, or covenants, then Landlord, in its sole and absolute discretion, may in writing direct Tenants to immediately remove any of the Animals, and Tenants shall promptly and permanently remove (and keep removed) any such Animals from the Premises for the duration of the Lease, and such demand and/or prompt removal shall not affect any other duty or obligation of Tenants under this Lease. Should Tenant fail to remove any of the Animals, then Landlord may without prejudice and without any liability have the Animal removed or, in addition to any other remedy in equity or at law, terminate this Lease and hold Tenants in default.

DESCRIPTION OF PET(S)

Species _____ Breed _____ LBS _____ SEX _____ AGE _____ NAME _____

If an unauthorized animal/reptile/tank is discovered at the Premises, an unauthorized pet fine of Four Hundred Dollars (\$400.00) will be charged to Tenants.

Tenant Date

56. DRUG/CRIME FREE AGREEMENT

In consideration of the execution or renewal of the lease, Owner, Landlord and Tenants agree as follows:

- A. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
- B. Tenants, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises
- C. Tenants or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- D. Tenants or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
- E. Tenants, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
- F. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be by a preponderance of the evidence.
- G. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

**DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND /OR LEAD BASED PAINT HAZARDS
Lead Warning Statement**

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

Lessor's Disclosure

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

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

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

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

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

Lessee's Acknowledgment (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant Date

Landlord/Agent

Date

57. **ACCEPTANCE:** TENANT ACKNOWLEDGES THAT SHE/HE HAS READ FULLY AND UNDERSTANDS AND HAS RECEIPT OF A SIGNED, APPROVED COPY OF THIS LEASE AGREEMENT AND ALL ATTACHMENTS, NOTICES, AND ADDENDUMS, WHICH ARE CONSIDERED TO BE PART OF THIS LEGALLY BINDING AGREEMENT BETWEEN TENANT AND LANDLORD. TENANT UNDERSTANDS AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH ALL THE TERMS AND PROVISIONS OF THE LEASE AGREEMENT. TENANT AGREES THAT THIS LEASE 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 LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR SIGNATURES AND HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

IT IS IMPORTANT THAT YOU THOROUGHLY READ AND UNDERSTAND ALL THE PROVISIONS OF THIS LEASE BEFORE YOU SIGN IT.

Tenant Date

By: _____
Landlord/Agent Date

Agent of JD Realty & Management, Inc.

Witness Date

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY

TENANTS AGREE 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 SUCH TENANT'S PERSONAL PROPERTY THAT IS LEFT AFTER DATE OF DEPARTURE AND HAVE SIGNED THIS SEPARATE NOTICE OF AUTHORIZATION.

Tenant Date

LEASE DOCUMENTS RECEIPT

Property Address: _____ Gainesville, Florida _____

Acknowledgement of Receipt of Landlord-Tenant Laws. By signature below, each of the Tenants hereby acknowledges receiving copies of:

1. Chapter 83, Part II, Florida Statutes (entitled "Residential Tenancies")
2. Chapter 14.5, Article 1 of the Municipal Code of The City of Gainesville, Florida
3. "Florida's Landlord/Tenant Law" brochure prepared by the Florida Department of Agriculture and Consumer Services
4. "Tenant Bill of Rights and Responsibilities" prepared by the City of Gainesville
5. US Department of Energy Home Energy Score prepared by the City of Gainesville if provided to Landlord.
6. A pamphlet provided by the City of Gainesville containing guidelines for rentals in residential neighborhoods
7. Lead Based Paint Brochure:
 - HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS.
8. EPA Mold Guide

Tenant further acknowledges these were provided by the Landlord free of charge.

Tenant Signature

Date

Tenant Signature

Date