

RESIDENTIAL RENTAL AGREEMENT

LANDLORD(S): _____

TENANT(S): _____

ADDITIONAL OCCUPANTS: _____

TENANT(S) DATE OF BIRTH(S): _____

PROPERTY ADDRESS: _____
(the "Premises")

IN CONSIDERATION of the mutual covenants and agreements herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the Premises under the following terms:

1. **TERM.** This lease shall be for a term beginning _____ and ending, _____. If Landlord cannot deliver possession of the Premises to Tenant by the date set forth above, the term may be extended up to 30 days or lease voided at the Landlord's option without being liable for any expenses caused by such delay or termination.
2. **RENT.** The rent shall be \$ _____ per month and shall be due on or before the **1st** day of each month. In the event the rent is received within four (4) days of rent being due, a late charge of ten percent (10%) of the amount of rent shall be due. In the event a check is returned for insufficient funds, or a 7-day notice of non-compliance or 3-day notice of non-payment must be posted, Tenant agrees to pay a \$85.00 charge for each instance. Late charges, notice posting charges, utilities paid by landlord on behalf of tenant, and NSF check charges shall all be deemed additional rent. If the tenancy starts on a day other than the first day of the month as designated above, the rent shall be prorated from _____ through _____ in the amount of \$ _____ and shall be due on the **1st day** of the month following the commencement of this lease.
3. **PAYMENT.** Payment must be received by Landlord on or before 5:00 p.m. on the due date via the following methods:
 - a. Direct debit from Tenant's bank account;
 - b. Credit Card via online payment;

LANDLORD AND LANDLORD'S AUTHORIZED RENT COLLECTION AGENTS MAY REFUSE ACCEPTANCE OF PARTIAL OR LESS THAN THE FULL AMOUNTS OF PAYMENTS AND RENTS DUE.

If Tenant fails to timely pay any amounts due under this lease, or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds.

4. **DEFAULT.** In the event Tenant defaults under any terms of this lease, Landlord may recover possession as provided by Law and seek monetary damages.
5. **SECURITY DEPOSIT.** Landlord acknowledges receipt of the sum of \$ _____ as security deposit. The security deposit shall secure performance of all obligations of this agreement, including unpaid rent and collection charges incurred as a result of default. Tenant further agrees to a \$75.00 management fee in the event Landlord must impose any claim upon the security deposit due to Tenant's failure to comply with this lease. The security deposit shall not be applied to any outstanding rent without Landlord's consent. The security deposit will be held in a non interest-bearing account with PNC or its affiliates, Palm Beach Gardens, Florida.
6. **ADVANCE RENT.** Landlord acknowledges receipt of the sum of \$ **NA** _____ as the last month's rent.

Tenant(s) Initials _____

7. **PETS.** Pets **are/are not** allowed in the Premises (if left blank then pets are not allowed). In addition, Tenant agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the actions of Tenant's pet(s). Tenant has the following pre-approved pet(s) only:

Service animals and emotional support animals are not considered pets. There is no size or weight limit for service animals or emotional support animals nor is there a pet fee required, although reasonable information on the animal, including a picture, must be provided to Landlord.

8. **OTHER PAYMENTS:** NA
9. **UTILITIES/TECHNOLOGY SERVICES.** Tenant agrees to transfer utilities/technology services into its name before taking possession, and to pay for all utilities/technology services except the following:

- a) _____
- b) _____
- c) _____
- d) _____

10. **MAINTENANCE.** Tenant has examined the Premises and acknowledges it to be in good repair and free of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs.

- a) If Tenant is required to replace the air conditioning filters per this lease, then same must occur at least once a month. In the event Tenant fails to do so, Tenant will be responsible for all damages to the air conditioning unit and the apartment structure and contents, including damages as result of a/c leaks, high amounts of humidity and/or flood, and any fees for cleaning the coils of the air conditioning unit. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Tenant does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction or cut off, Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services.
- b) Tenant shall immediately report all repairs or maintenance issues to Landlord in writing through the designated maintenance portal provided by Landlord's agent. Tenant shall be responsible for the costs of major repairs if such repairs are the result of Tenant's negligence, actions or inactions.
- c) In the event the sprinkler system for the Premises is not operated by an association, and unless prohibited by law, Tenant agrees to run the sprinkler system for the lawn three (3) times per week, fifteen (15) minutes per zone.
- d) In the event the Premises contains a pool, Tenant shall operate the pool pump for a minimum of ten (10) hours per day, maintain the water level above the skimmer and provide access to any pool maintenance company should same be provided by Landlord. Tenant further agrees to be liable for any damages to the pool as a result of its failure to comply with the terms of this paragraph.
- e) Please use "L" or "T" to indicate whether the Landlord or the Tenant will be responsible for the following listed maintenance. The Landlord shall be responsible for compliance with Section 83.51, Florida Statutes and shall be responsible for maintenance and repair of the Premises, unless otherwise indicated below:

- T** _ Extermination (including, but not limited to, rats, mice, roaches, ants, wood-destroying organisms, and bedbugs)
- L** _ Locks & Keys
- T** _ Smoke Detectors
- L** _ Appliances
- L** _ Fixtures
- _ Lawn (including all shrubbery, bushes, flowers, gardens, rocks and trees)
- _ Pool
- _ _____
- _ _____
- _ _____

11. **LOCKS.** Tenant shall not change the locks without first notifying the Landlord. If Tenant adds or changes locks on the Premises, Landlord shall be given copies of the keys. Landlord shall at all times have keys for access to the Premises in case of emergencies. If Landlord is forced to re-key the locks on the Premises due to the actions of Tenant, Tenant shall pay Landlord a fee of \$ _____ (if left blank \$150 plus the cost of lock replacement).

12. **ASSIGNMENT AND SUBLEASING.** This lease may not be assigned or subleased by Tenant without the

Tenant(s) Initials _____

written consent of the Landlord.

- 13. **USE.** Tenant agrees to use the Premises for residential purposes only. Tenant shall not cause intentional or unreasonable damage to the Premises and shall comply at all times with Fla. Stat. § 83.52. Tenant shall not use the Premises for any illegal purpose or any purpose which will increase the rate of insurance and shall not cause a nuisance for Landlord or neighbors. Tenant shall not create any environmental hazards on the Premises.

First-time use violations of a nature that Tenant will not be given an opportunity to cure and will result in termination of this lease include, but are not limited to, subleasing or engaging in short term rental of the Premises without prior written consent from Landlord, smoking inside the Premises without prior written consent from Landlord, criminal acts caused by Tenant or its guests at the Premises, or any criminal acts which related to the Premises in any reasonable manner, making threats to Landlord, its agents or employees, or any violation which causes destruction or damage to the Premises. Such acts shall be deemed incurable and Landlord may give notice to Tenant of immediate termination and Tenant shall have 7 days from the date notice is delivered to vacate Premises. If Lease is terminated due to an incurable offense by Tenant, Landlord may declare Tenant’s security deposit and last month forfeited as liquidated damages.

- 14. **CONDOMINIUM/HOME OWNER’S ASSOCIATION AND GOVERNMENT REGULATIONS.** If the Premises are subject to the rules and regulations of a Condominium or Home Owner’s Association, Tenant agrees to abide by all rules, regulations, and the declaration of the association. This lease is subject to approval by the Association, and Tenant agrees to pay any fees necessary for such approval. Tenant further agrees to comply with all city, county and state regulations and code requirements with respect to the Premises. In the event Landlord is fined or otherwise must pay any sum to any association, city or county as a result of Tenant’s breach of this paragraph, all such charges assessed to Landlord shall in turn be paid by Tenant to Landlord within ten (10) day receipt of demand by Landlord for payment. All such charges due and owing to Landlord pursuant to this paragraph shall be deemed additional rent.

- 15. **LIABILITY.** [See addendum].

- 16. **ACCESS.** Landlord reserves the right to enter the Premises at any reasonable time for the purposes of inspection and/or for protection or preservation of the Premises and/or to show to prospective purchasers and/or tenants. Tenant agrees to not unreasonably withhold consent, and no consent shall be necessary in the event Landlord must protect or preserve the Premises.

- 17. **OCCUPANCY.** The Premises shall be occupied only by the tenants listed in this agreement.

- 18. **TENANT'S APPLIANCES.** Tenant agrees not to use any heaters, fixtures, or appliances drawing excessive current without consent of the Landlord.

- 19. **PARKING.** All vehicles parked on the property must be currently licensed, registered, operational and properly parked. Tenant agrees to abide by all parking rules established by Landlord or any association. No trailers, vehicles on blocks, motorcycles, boats, RV’s, or commercial vehicles are allowed on the Premises without Landlord’s prior written approval. Tenant is not to repair or disassemble vehicles on the Premises. Any unauthorized vehicles may be towed at Tenant expense.

Tenant is allowed the following vehicles: _____

- 20. **GUESTS.** Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 5 consecutive nights or 10 total nights in any calendar month. Landlord’s written approval is required to allow anyone else to occupy the Premises.

- 21. **FURNISHINGS AND APPLIANCES.** The Premises are provided with: oven and range; washer and dryer; dishwasher; and air conditioning unit.

- 22. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the Premises without the written consent of the Landlord and any such approved alterations or improvements shall become the property of the Landlord.

- 23. **ENTIRE AGREEMENT.** This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

- 24. **HARASSMENT.** Tenant shall not do any acts to intentionally harass the Landlord or other tenants. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any

Tenant(s) Initials _____

neighbors or constitute a breach of the peace.

25. **ATTORNEYS' FEES AND COSTS.** In the event of any action to enforce this agreement brought by Landlord, Tenant shall be required to pay Landlord's attorney's fees and costs, including through execution of any judgment and determination of the amount of reasonable attorneys' fees and costs.
26. **SEVERABILITY.** In the event any section of this Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.
27. **RECORDING.** This lease shall not be recorded in any public records.
28. **NOTICES.** Home Property Management II, Inc. is Landlord's Agent. All notices to Landlord must be sent to Landlord's Agent at the following address: 8259 N Military Trail, Ste. 1, Palm Beach Gardens, FL 33410.
All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent.
Any notice to Tenant shall be given by standard mail, electronic mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.
29. **WAIVER.** Any failure by Landlord to exercise any rights under this Agreement shall not constitute a waiver of Landlord's rights.
30. **RENEWAL.** This agreement can only be extended or renewed by a written agreement signed by both Landlord and Tenant.
31. **HOLDOVER.** If Tenant remains in Premises after the expiration of this agreement, Tenant will be considered a holdover tenant and will be subject to eviction. Landlord will also be entitled to double rent if Tenant fails to vacate on or before the expiration of the lease term.
32. **ABANDONMENT.** In the event Tenant abandons the Premises prior to the expiration of the lease, Landlord may lease the Premises to another party and hold Tenant liable for any costs, lost rent, or damage to the Premises. Landlord may also dispose of any property abandoned by Tenant.
33. **SUBORDINATION.** Tenant's interest in the Premises shall be subordinate to any encumbrances now or hereafter placed on the Premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Tenant agrees to sign any documents indicating such subordination which may be required by lenders.
34. **SURRENDER OF PREMISES.** At the expiration of the term of this lease, Tenant shall immediately surrender the Premises. Upon surrender, abandonment, or vacating the Premises, the Premises shall be left in the same condition as delivered to Tenant at the beginning of this lease. This includes leaving the Premises clean and sanitary. All keys and garage or gate remotes must be surrendered to Landlord at the time tenant vacates the home. Rent will not stop being charged until possession of the home is turned over to Landlord.
35. **LIQUIDATED DAMAGES.** In the event Tenant improperly terminates the lease prior to its expiration date or is evicted for any reason, any unpaid rent, late fees, utilities, or other amounts that are due and owing may be deducted from the security deposit by the Landlord as liquidated damages, but Landlord reserves the right to seek additional damages if they exceed the security deposit amount. Security Deposit cannot be used to cover outstanding rent without the written consent of the Landlord.
36. **LIENS.** The estate of Landlord shall not be subject to any liens for improvements contracted by Tenant.
37. **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 public health unit.
38. **SMOKE DETECTORS.** Tenant shall be responsible for keeping smoke detectors operational and for changing battery when needed.
39. **SATELLITE DISHES.** In the event Tenant wishes to install a satellite dish on the Premises, Tenant shall obtain prior written consent from Landlord and any Association or other governing authority. Tenant is responsible for all fees and costs for installation and service fees for satellite service, and is responsible for removing the satellite dish and returning the Premises to its original condition upon vacating the Premises.
40. **FLOTATION BEDDING.** In the event Tenant wishes to install a flotation bedding system (i.e. a waterbed) the Tenant shall be required to carry in the Tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the Tenant and owner against personal injury and property damage to the Premises. The policy shall carry a loss payable clause to the Landlord.
41. **DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement,

Tenant(s) Initials _____

tenant agrees that if the Premises are being managed by an agent for the record Owner, tenant agrees to hold agent, it's heirs, successors, employees and assignees harmless and shall look solely to the record Owner of the Premises in the event of a legal dispute. LANDLORD AND TENANT WAIVE A JURY TRIAL IN THE EVENT OF ANY LITIGATION ARISING FROM THIS AGREEMENT AND ANY PERSONAL INJURY CLAIM WHICH ARISES FROM TENANT'S LEASE OF THE PREMISES.

42. **ABANDONED PROPERTY.** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.
43. **SECURITY DEPOSIT NOTICE.** YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

44. **LEAD BASED PAINT DISCLOSURE**

___ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant). Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

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

___ Lead-based paint and/or lead-based painting hazards are present in the housing (explain).

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

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

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

Tenant(s) Initials ___

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

Lessee's Acknowledgement (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 Acknowledgement* (initial)

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

45. **CASUALTY DAMAGE.** In the event the Premises are condemned by any governmental authority, destroyed, or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty or if it becomes necessary, in the Landlord or Agent's sole opinion, that Tenant must vacate the Premises for repairs to be made, Landlord shall have the option of terminating this agreement after providing 7 days written notice to Tenant. In the event the Premises are not rendered wholly uninhabitable, Tenant shall vacate the part of the Premises rendered unusable by the damage or destruction and Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed. Tenant waives all claims against Landlord for damages suffered by such condemnation, destruction, or damage, or termination of lease agreement.

46. **INDEMNIFICATION/REIMBURSEMENT:** Tenant agrees to reimburse Landlord upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble due to the flushing of wipes, feminine products and other items with potential to cause blockage) caused by the negligence or improper use by Tenant, Tenant's agents, family or guests. Tenant, at all times, will indemnify and hold Landlord harmless from all losses, damages, liabilities and expenses which can be claimed against Landlord for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Tenant, Tenant's agents, family or guests, or arising from Tenant's failure to comply with any applicable laws, statutes, ordinances or regulations.

47. **MISCELLANEOUS PROVISIONS:** Tenant shall clean and maintain all stainless-steel appliances with stainless-steel cleaning products and polish only. Tenant is responsible for all damages caused to appliances by misuse, negligence and/or failure to maintain same beyond reasonable wear and tear, which shall be deemed additional rent. Landlord is authorized to install video and audio recording devices, such as ring cameras and doorbells, and Tenant consents to the recording of such video and audio. Landlord will inform Tenant of all recording devices located at the Premises.

48. **NO SECURITY SERVICES:** Landlord shall not provide, nor does Landlord have any duty to provide for Tenant, security services for the protection of Tenant or Tenant's property. Tenant shall look solely to the law enforcement agencies of the county or municipality in which the Premises is located for protection. It is agreed and understood that Landlord shall not be liable to Tenant for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of third parties.

49. **NO BUSINESSES PERMITTED.** Tenant may work remotely from the Premises but may not operate a business which requires clients or customers to visit the Premises, including but not limited to childcare, pet-sitting, sales, lessons or any services performed on the Premises without the prior written consent of Landlord.

50. **HURRICANE SHUTTERS.** [Reserved].

51. **PAYMENT NOTATIONS.** Any payment received by Landlord and accepted shall be applied first to any late fee, then to any costs and reasonable attorney fees incurred in collection, then to any amounts due under this lease not previously mentioned (except rent) and then to rent. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine. The foregoing is applicable notwithstanding the provisions of Fla. Stat. § 673.3111, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

52. **TRIP CHARGES.** If Landlord or Landlord's agents or vendors have made prior arrangements with Tenant to access the Premises and are denied or are not able to access the Premises because of Tenant's failure to make the Premises accessible (including, but not limited to, any occupant, guest or invitee of Tenant, animal, or security

Tenant(s) Initials ____

device prohibiting access to any area of the Premises), Landlord may charge Tenant a trip charge of the greater of \$100 or a vendor's trip charge, per incident. If Landlord or other licensed agents are denied or are not able to access the Premises after first attempting to contact Tenant, Landlord may charge Tenant \$100.00 per incident.

EXECUTED HEREBY:

Sign: _____
Landlord print name: _____
Phone number: _____
Email address: _____

Date: _____

Sign: _____
Landlord print name: _____
Phone number: _____
Email address: _____

Date: _____

Sign: _____
Landlord print name: _____
Phone number: _____
Email address: _____

Date: _____

Sign: _____
Tenant print name: _____
Phone number: _____
Email address: _____

Date: _____

Sign: _____
Tenant print name: _____
Phone number: _____
Email address: _____

Date: _____

Sign: _____
Tenant print name: _____
Phone number: _____
Email address: _____

Date: _____

And/ Or signed for Landlord under written property management agreement:

Home Property Management II, Inc.

Date

Tenant(s) Initials _____

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

Tenant agrees to provide at least 60 days notice, as provided in the rental agreement, and to pay \$_____ as liquidated damages or an early termination fee, which such amount does not exceed two (2) months' rent.

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

And/ Or signed for Landlord under written property management agreement:

Home Property Management II, Inc.

Date

Tenant(s) Initials ____

MOLD, MILDEW AND MICROBIAL GROWTH ADDENDUM

MOLD. Mold is a naturally occurring microscopic organism which reproduces by spores. Mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant agrees to use air-conditioning, if provided, in a reasonable manner and to use heating systems in moderation. Tenant also agrees to keep the premises properly ventilated and to only open windows during dry weather. Landlord recommends that the air conditioning be used at all times with the exception of when windows and/or doors are open.

TENANTS AGREE TO: Keep the Property clean & regularly dust, vacuum & mop, use any exhaust hoods when cooking, avoid excessive indoor plants, use any bathroom exhaust fans while & after showering, use ceiling fans if present, dry any moisture on walls ceilings & floors, timely dry any spills or moisture, clean the shower and tub walls/floor monthly with a non-staining sanitizer such as Clorox Cleanup with Bleach, wipe down all AC vents/registers every month, dry vanities & sink tops, securely close shower doors if present, leave bathroom & shower doors open after use, remove any moldy or rotted food from the property, remove garbage regularly, inspect for leaks/drips under the sink & around toilets & appliances.

TENANT FURTHER AGREES TO IMMEDIATELY REPORT IN WRITING: ANY VISIBLE OR SUSPECTED MOLD, AIR CONDITIONING OR HEATING ABNORMALITIES, LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLS, OVERFLOWS OF ANY KIND, LEAKY FAUCETS, MUSTY SMELLS, DISCOLORATION OF WALLS / BASEBOARDS / CEILINGS / WINDOW FRAMES, APPLIANCE LEAKS SUCH AS THE A/C OR REFRIDGERATOR, MOISTURE AROUND ANY AC VENTS, AND LOOSE OR MISSING TILES / GROUT OR CAULK AROUND SHOWERS / TUBS OR SINKS.

SMALL AREAS OF MOLD OR MILDEW: If mold / mildew/microbial growth has formed on a non-porous surface such as tile, glass, Formica, vinyl flooring, metal, or plastic and is not related to an active leak, Tenant agrees to clean the areas of concern with soap, water and if needed, a disinfectant such as Clorox Cleanup. The most common areas are shower walls / floors, tubs, toilets, and AC vents / registers.

TERMINATION OF TENANCY: LANDLORD OR LANDLORD'S AGENT RESERVES THE RIGHT TO TERMINATE THE RENTAL AGREEMENT AND TENANT(S) AGREE TO VACATE THE PREMISIS IN THE EVENT LANDLORD OR LANDORD'S AGENT IN ITS SOLE JUDGEMENT FEELS THAT EITHER THERE IS MOLD OR MILDEW PRESENT IN THE PROPERTY WHICH MAY POSE A SAFETY OR HEALTH HAZARD TO TENANT(S) OR OTHER PERSONS.

INSPECTIONS FOR MOLD: LANDLORD IS NOT REQUIRED TO PAY FOR A MOLD INSPECTION. TENANT RESERVES THE RIGHT TO DO SO AT THEIR OWN EXPENSE. TENANT(S) WILL NOT BE REIMBURSED FOR ANY TESTING / REPORTS AND DEPENDING ON THE FINDINGS,

Tenant(s) Initials _____

LANDLORD RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE RENTAL AGREEMENT, SEEK A SECOND OPINION, TAKE CORRECTIVE ACTION OR TAKE NO ACTION AT ALL.

VIOLATIONS OF THIS SECTION: If Tenant(s) fail to comply with this section, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that that may result. Non-compliance includes, but is not limited to Tenant(s) failure to notify Landlord or Landlord's agent of any mold, mildew, or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Rental Agreement, and the Landlord or Landlord's agent shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity and Tenant(s) shall be liable to Landlord for damages sustained to the leased Property. Tenant(s) shall hold Landlord and Landlord's agent harmless for damage or injury to person or property as a result of Tenant(s) failure to comply with the terms of this Section.

HOLD HARMLESS: If the Property is or was managed by an Agent of the Landlord, Tenant(s) shall hold Agent harmless and shall look solely to the Landlord/Owner in the event of any litigation or claims concerning injury, damage, or harm suffered due to mold.

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

And/ Or signed for Landlord under written property management agreement:

Home Property Management II, Inc.

Date

Tenant(s) Initials ____

ADDITIONAL ADDENDUM

Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, Landlords' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

This lease prohibits more than two (2) unrelated roommates to reside in a single-family dwelling.

FAILURE TO PERFORM:

I (we) agree to enter into a lease for the rental unit upon the terms outlined above. I (we) agree that I (we) have toured or video-toured and previewed and seen the rental unit being applied for and that I (we) are accepting it in "AS IS" condition, unless otherwise noted above in "Other Items Requested". If I (we) refuse to enter into the manager's lease (within 48 hours of notification of approval), AND/OR I (we) have not submitted the completed homeowner association application within 48 hours from the date the lease is signed, AND/OR if occupancy is not taken by me (us) (on or before the occupancy date indicated), then Home Property Management may rent or lease the property to another party and all deposits and application fees paid herewith shall be forfeited by the prospective Resident(s) and retained by Home Property Management as liquidated damages.

Tenant Utility & Maintenance Reduction Program:

A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 30 days under the Tenant Utility & Maintenance Reduction Program. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.

Landlord makes no guarantees or warranties for the functionality of jacuzzi-style tubs or pool heaters.

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

And/ Or signed for Landlord under written property management agreement:

Home Property Management II, Inc.

Date

Tenant(s) Initials ____

ADDITIONAL ADDENDUM

Tenant Liability: under this paragraph the tenant will be liable for:

- A. Any lost rents to include cost of re-leasing the Property for any re-leasing fees, advertising fees, utility charges, and other fees necessary to re-lease the Property.
B. Repairs to the Property for use beyond normal wear and tear.
C. All costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest.
D. All costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and any administration fees.
E. Any associated costs of re-keying the Property in accordance with Florida Property Code.

Standards for Professional Conduct for Landlords, Residents and Property Managers

- 1. Be inclusive: We welcome and support people of all backgrounds and identities. This includes, but is not limited to members of any sexual orientation, gender identity and expression, race, ethnicity, culture, national origin, social, and economic class, educational level, color, immigration status, sex, age, size, family status, political belief, religion, and mental and physical ability.
2. Be considerate: We realize moving and dealing with issues around the home can be stressful, and we go out of our way to accommodate reasonable needs and requests. Your decisions might affect whether a landlord keeps a property or sells it, or whether a tenant wants to renew or move. You should take those consequences into account when making decisions.
3. Be respectful: We won't all agree all the time, but disagreement is no excuse for disrespectful behavior. We will all experience frustration from time to time, but we cannot allow that frustration become personal attacks, yelling or using inappropriate language. An environment where people feel uncomfortable or threatened is not a productive creative one. Our staff is trained and empowered to discontinue any conversation that is disrespectful, and to note same in our records. From time to time we choose not to renew our agreements with people who repeatedly cross these boundaries with us.
4. Choose your words carefully: Always conduct yourself professionally. Be kind to others. Remember that we as Property Managers are here to help landlords, residents and vendors and provide quality housing, however when circumstances combine to make it challenging to meet the expectations of a customer, we will communicate that

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

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Date

Tenant(s) Initials

ADDITIONAL ADDENDUM

frankly and professionally - and appreciate your doing the same.

5. Be truthful. If you find it challenging to meet the terms of your agreement us, tell us exactly why. We might be able to help you, and pledge to do our best when given the opportunity to help you. When we are unable to help and must enforce a contract with you, try to understand why. Differences of opinion and disagreements are mostly unavoidable. What is important is that we resolve disagreements and differing views constructively.

6. Make differences into strengths. We can find strength in diversity. Different people have different perspectives on issues, and that can be valuable for solving problems or generating new ideas. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Don't forget that we all make mistakes, and blaming each other doesn't get us anywhere.

Threatening, abusive, obnoxious, harassing, or offensive behavior, statements, or acts, orally, or in writing, to Owner, its Agents, and/or Agent's staff, or their contractors is not tolerated to any degree. If Tenant engages in such, it will be deemed a clear and imminent dangerous breach of the lease warranting termination of the lease without advance warning.

Multiple horizontal lines for additional text or notes.

Landlord

Tenant

Date

Date

Landlord

Tenant

Date

Date

And/ Or signed for Landlord under written property management agreement:

Home Property Management II, Inc.

Date

Tenant(s) Initials ____