



Apartment Lease Contract



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

_____ and us, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. _____, at _____ (street address) in _____ (city) Florida, _____ (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The Owner or Manager of these apartments is _____

whose address is _____

_____. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: _____

Notice to the tenant must be delivered to the resident's address as shown above.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.** The initial term of the Lease Contract begins on the _____ day of _____, _____, and ends at midnight the _____ day of _____, _____.

This Lease Contract will automatically renew month-to-month unless either party gives at least _____ days' written notice of termination or intent to move-out as required by this paragraph and paragraph 37. If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 37, you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ _____ (equal to one month's rent) in accordance with Fla. Stat. § 83.07(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 37, and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than _____ days before the end of the lease term if the lease will not be renewed.

Month-to-month tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15, inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 15 days' prior to the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

- 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: _____, whose address is _____; OR
- 2. In a separate INTEREST bearing account for your benefit in the following bank: _____, whose address is _____.

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

- 3. In a commingled account at the following bank: _____, whose address is _____, provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

_____. Initials of Resident. Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

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.

- 5. **KEYS AND FURNITURE.** You will be provided _____ apartment key(s), _____ mailbox key(s), and _____ other access devices for _____. Your apartment will be [check one]: furnished or unfurnished. See paragraph 9, Locks and Latches.

- 6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand:
 - at the on-site manager's office, or
 - at our online payment site, or
 - at _____

Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the _____ day of the month, you'll pay an initial late charge of \$ _____ plus a late charge of \$ _____ per day after that date until paid in full. Daily late charges will not exceed

15 days for any single month's rent. You'll also pay a charge of \$ _____ for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. **UTILITIES.** We'll pay for the following items, if checked:
- water gas electricity master antenna.
 wastewater trash cable TV other _____
- You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.
- _____

See any additional special provisions.

11. **EARLY MOVE-OUT.** Unless modified by an addendum to you:
- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
 (2) move out at our demand because of your default; or
 (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. *Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, screens, or any other property damage to the apartment or the premises; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.* We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove, dispose and/or store all property remaining in

from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like.

Additionally, you are *[check one]* required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- keyed deadbolt lock doorviewer
 keyless deadbolt sliding door pinlock
 sliding door bar

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 42).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. 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 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

14. **FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date

—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in

Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community, guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, 37, or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** Any "servicemember" as defined

in Fla. Stat. §83.43(14) and Fla. Stat. §250.01 may terminate his or her lease by providing us with written notice of termination to be effective on the date stated in the notice that is at least 30 days after our receipt of the notice if the criteria as specified in Fla. Stat. §83.682 are met. Your notice to us must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident is a dependent of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. Upon termination of the lease under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this paragraph.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 6. Upon termination of the lease under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this paragraph.

Smoke Detectors. We'll furnish smoke detectors as required by statute and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice.* Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: Fire protection is **NOT** available or Fire protection **IS AVAILABLE**. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): _____

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there

are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

- 25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraphs of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

Waterbeds. You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured on the request.

- 26. REQUESTS, REPAIRS, AND MAINTENANCE.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and

reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

- 27. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

- 28. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (1) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies).

(1) We provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

(2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

- 29. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 42.

Replacements

- 30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease

Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

- 31. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws

- regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

- 32. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you

specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. § 83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to holdover.

Other Remedies. We may report unpaid amounts to credit agencies. If we or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amount stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

General Clauses

- 33. MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates as actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, if you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All remedies are cumulative. No

employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

RADON GAS: We are required by Florida Statute 404.056(5) to give the following notification to you. "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 gas and radon testing may be obtained from your county health department."

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES: To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

You affirmatively state that you are not a criminal sex offender.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be

excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

35. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

Security Guidelines for Residents

36. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying. You may not rekey anyone who has a lawful right to occupy the apartment.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the management and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. *We disclaim any express or implied warranties of security.* The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

37. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default. If the lease term is not a month-to-month tenancy, Owner or Owner's representative must notify Resident with written notice no later than _____ days before the end of the lease term if the lease will not be renewed.

38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

40. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused

by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/ manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date.

42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. We will mail you your security deposit refund within fifteen (15) days after surrender or abandonment if we do not intend to impose a claim on the security deposit. If we do intend to impose a claim on the security deposit we shall give you thirty (30) days written notice by certified mail to your last known mailing address stating the reason for imposing the claim.

You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid.

An apartment is also considered "abandoned" if you are absent from the apartment or premises for at least fifteen (15) days, unless the rent is current or you have notified us in writing of your intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

43. LEASE AND ATTACHMENTS. We will provide you with a copy of the Lease after it is fully signed. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty (_____ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: _____)
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Intrusion Alarm Addendum
- Other _____

**You are legally bound by this document.
Read it carefully before signing.**

Other _____
Resident or Residents (all sign below) _____

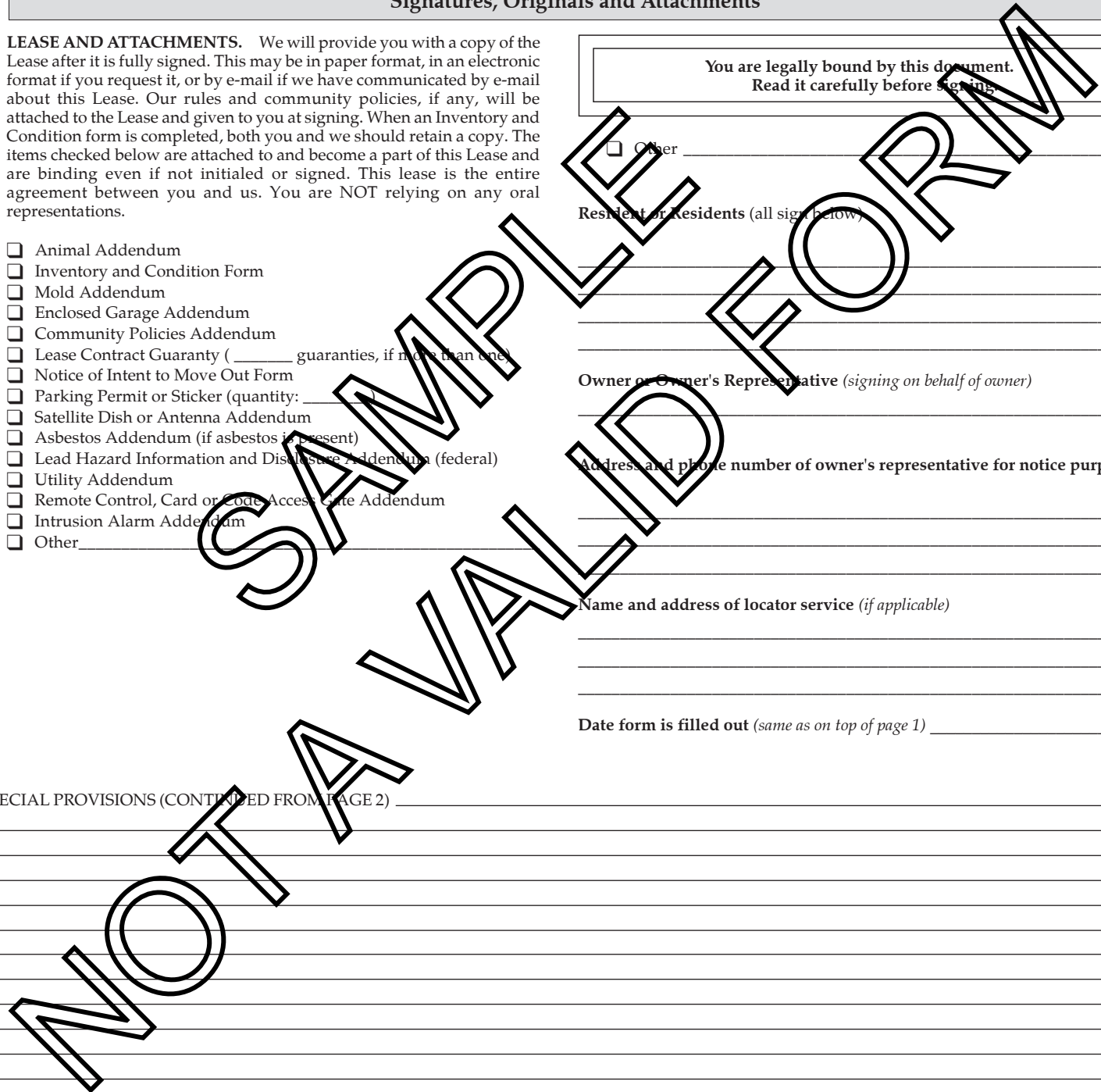
Owner or Owner's Representative (signing on behalf of owner) _____

Address and phone number of owner's representative for notice purposes _____

Name and address of locator service (if applicable) _____

Date form is filled out (same as on top of page 1) _____

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) _____





Student Housing Lease Contract

Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident:

_____ and *us*, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. _____, Bedroom No. _____ at _____ (street address) in _____ (city) Florida, _____ (zip code) for use as a private residence only.

The terms "you" and "your" refer to the resident listed above, and a person authorized to act in the event of a sole resident's death. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

The Owner or Manager of these apartments is _____

whose address is _____
_____. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing and comply with the terms and conditions as set forth in Paragraph 3 and 5.

Notice to the tenant must be delivered to the resident's address as shown above.

2. **OCCUPANTS.** The bedroom will be occupied only by you and (list all other occupants not signing the Lease Contract):

Other than a co-resident we assign, no one else may occupy the bedroom. Other than co-residents or authorized occupants, no one else may occupy the apartment. Persons not listed above must not stay in the bedroom or apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. **LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.** The initial term of the Lease Contract begins on the _____ day of _____, _____, and ends at midnight the _____ day of _____, _____. This Lease Contract DOES NOT automatically renew. You must give at least _____ days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

Owner or Owner's representative must notify Resident with written notice no later than _____ days before the end of the lease term if the lease will not be renewed.

You may be given an opportunity to sign a new or renewal lease for another Lease Contract term and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident. If your bedroom is leased to another resident, you will not be able to sign a new Lease Contract or renewal for the same bedroom.

Exclusive Use Areas and Joint-Use Areas. We may or may not (check one) assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. You will share use and occupancy of the apartment's common living areas with other persons who lease from us and share the common living areas of your apartment. The common living areas include the kitchen, living room, any private balconies or patios, and any storage rooms assigned to your apartment.

4. **SECURITY DEPOSIT.** Unless modified by addenda, your total security deposit is \$ _____, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below (Landlord check one option):

1. In a separate NON-INTEREST bearing account for your benefit in the following bank: _____, whose address is _____; OR

2. In a separate INTEREST bearing account for your benefit in the following bank: _____, whose address is _____.

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

3. In a commingled account at the following bank _____, whose address is _____.

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

_____. Initials of Resident. Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCEMENTS 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.

5. **KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT.** You will be provided _____ bedroom key(s), _____ apartment key(s), _____ mailbox key(s), and _____ other access devices for _____. Any resident, occupant, or spouse who, according to a remaining co-resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your apartment will be [check one]: furnished or unfurnished.

6. **RENT AND CHARGES.** [Check one]:
 You will pay \$ _____ per month for rent, in advance and without demand. Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____, _____ (year); OR
 Your total rent for the Lease Contract term is \$ _____. It is payable in advance, without demand, in monthly installments of \$ _____ on or before the first day of each month beginning _____, _____ (year).

You will pay your rent at:
 at the on-site manager's office
 through our online payment site
 at _____

The stated rent amount is owed by you and is not the total rent owed by all co-residents. You must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the _____ day of the month, you'll pay an initial late charge of \$ _____ plus a late charge of \$ _____ per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ _____ for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be

delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

Relocation. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment. You may change bedrooms with another co-resident in your apartment without being subject to a transfer fee if: (1) within _____ days after your initial occupancy, we receive a joint request from you and another co-resident in your apartment to exchange bedrooms; and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your apartment, you must complete the required documentation and pay a transfer fee of \$ _____. A request to transfer to a bedroom or apartment other than the one you initially occupied may be made only with our prior written approval and for a similar fee. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another

apartment within the apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

- 7. **UTILITIES.** We'll pay for the following items, if checked: gas water wastewater electricity trash cable TV master antenna Internet service other utilities _____.

Your per-person share of any submetered or allocated utilities for the apartment will be included as an itemized charge on a monthly billing to you. "Per person" is determined by the number of co-residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last.

- 8. **INSURANCE.** Our insurance does not cover the loss of or damage to your personal property. You are [check one]: required to buy and maintain renter's or liability insurance (see attached addendum), or not required to buy renter's or liability insurance.

If neither is checked, insurance is not required but is still strongly recommended. If not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks and other similar occurrences. Renter's insurance does not cover losses due to a flood.

Special Provisions and "What If" Clauses

- 9. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

- 10. **EARLY MOVE-OUT.** Unless modified by an addendum, if you: (1) move out without paying rent in full for the entire Lease term or renewal period; or (2) move out at our demand because of your default; or (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

- 11. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, screens, or any other property damage to the apartment or the premises; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sum you owe is not a waiver.

- 12. **CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted or abandon the bedroom or apartment.

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES

While You're Living in the Apartment

- 17. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on this Lease Contract.

THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the bedroom or apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

- 13. **FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.
- 14. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.
- 15. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term asset forth in the Lease Contract—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
 - (2) If we give written notice to any of you before the initial term as set forth in the Lease Contract and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in the Lease Contract for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 16. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

- 18. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common

areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

19. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

20. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under the provision herein, or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residency, loss of employment, bad health, death or property purchase.

Death of Sole Resident. If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least 30 days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

22. MILITARY PERSONNEL CLAUSE. Any "servicemember" as defined in Fla. Stat. §83.43(14) and Fla. Stat. §250.01 may terminate his or her lease by providing us with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after our receipt of the notice if the criteria as specified in Fla. Stat. §83.682 are met. Your notice to us must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident is a dependent of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. Upon termination of the lease under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this paragraph.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines within this Lease Contract.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) turn hot and cold water faucets. You'll be liable for damage to us and others' property if damage is caused by broken water pipes due to you not meeting these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: Fire protection is NOT available or Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): _____

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your

improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided under the provisions of this Lease Contract and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

Waterbeds. You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

25. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rent, fees, or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from you or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

Replacements

29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the departing and replacement residents must sign an entirely new Lease

Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to this Lease Contract;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of this Lease Contract. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

27. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the bedroom or apartment at reasonable times for the purposes listed in (2) below. If nobody is in the bedroom or apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:00 a.m. and 8:00 p.m.; and
- (2) entry is for: responding to your or any co-resident's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

28. NOTICES. Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of Lease Contract termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your apartment may be addressed to "all residents" of your apartment. A notice intended by us for all residents in the apartment community may be addressed to "all residents."

Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person,

or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles. In addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material

General Clauses

32. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates as actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, if you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

RADON GAS: We are required by Florida Statute 404.056(5) to give the following notification to you. "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 gas and

provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in the special provisions, in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded monthly. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums due by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to all provisions herein and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

radon testing may be obtained from your county health department."

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES: To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

You affirmatively state that you are not a criminal sex offender.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

33. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than

sale proceeds under the provisions herein or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

Security Guidelines for Residents

35. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying. You may not lockout anyone who has a lawful right to occupy the apartment.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other security devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to breaking or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an on-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

36. MOVE-OUT NOTICE. Unless you are moving out on or within 30 days of the Lease Contract term ending date, you must give our representative advance written move-out notice before moving out, as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early, except under the provisions herein. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date if it is prior to the Lease Contract term ending date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice.

Owner or Owner's representative must notify Resident with written notice no later than _____ days before the end of the lease term if the lease will not be renewed.

37. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

39. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the provisions herein; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under the provisions herein; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in the provisions herein if you fail to return them on or before your actual move-out date.

41. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. We will mail you your security deposit refund within fifteen (15) days after surrender or abandonment if we do not intend to impose a claim on the security deposit. If we do intend to impose a claim on the security deposit we shall give you thirty (30) days written notice by certified mail to your last known mailing address stating the reason for imposing the claim.

You have surrendered the apartment when all apartment keys and access devices listed in this Lease Contract have been turned in where rent is paid.

An apartment is also considered "abandoned" if you are absent from the apartment or premises for at least fifteen (15) days, unless the rent is current or you have notified us in writing of your intended absence.

Surrender, abandonment, and judicial eviction end your right of possession

for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but do not affect our mitigation obligations.

Signatures, Originals and Attachments

42. LEASE AND ATTACHMENTS. We will provide you with a copy of the Lease after it is fully signed. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty (_____ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: _____)
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Intrusion Alarm Addendum
- Other _____
- Other _____

**You are legally bound by this document.
Read it carefully before signing.**

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

NOT A VALID FORM
SAMPLE FORM





**LEASE CONTRACT ADDENDUM
CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT**



DWELLING UNIT DESCRIPTION.

Unit No. _____ (street address) in _____
_____ (city), Florida, _____ (zip code).

LEASE CONTRACT DESCRIPTION.

Lease Contract date: _____ Owner's name: _____
_____ Residents (list all residents):

In accordance with Florida Statutes §83.595, in the event you breach the Lease Contract for the dwelling unit, and we have obtained a writ of possession, or you have surrendered possession of the dwelling unit before the lease term expires, or you have abandoned the dwelling unit, you may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which we may be entitled. As such, you may elect to pay a fixed amount as specified below under Choice 1 (pursuant to Fla. Stat. §83.595(4)) OR you may elect to allow us to charge what is otherwise allowed by statute under Choice 2 (pursuant to Fla. Stat. §83.595(1), (2) or (3)). This choice must be made at the time the Lease Contract is signed. If no choice is made, and you breach the Lease Contract as set forth herein, then we will charge what is allowed by Florida Statutes and the Lease Contract.

Mark only one Choice.

<p>Choice 1</p> <p><input type="checkbox"/> _____ Initial</p>	<p>You agree to pay \$ _____ (an amount that does not exceed 3 month's rent) to us as liquidated damages or early termination fee in accordance with Fla. Stat. §83.595(4) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires. You understand and accept this liquidated damage or early termination fee specified herein, which election is made by you at the inception of the Lease Contract.</p> <p>In the event this Choice 1 is elected, then we are entitled to rent and all other charges (including property damages to the dwelling unit beyond normal wear and tear) accrued through the end of the month in which we retake possession of the dwelling unit, in addition to the liquidated damages or early termination fee amount set forth in this paragraph in accordance with Fla. Stat. §83.595(4). However, we waive the right to seek additional rent beyond the month in which we retake possession.</p>
<p>Choice 2</p> <p><input type="checkbox"/> _____ Initial</p>	<p>You do not agree to liquidated damages or early termination fee and you acknowledge that we may seek damages as provided by law in accordance with Florida Statutes §83.595(1), (2) or (3) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires.</p> <p>In the event this Choice 2 is elected, you may owe future rents as they become due under the lease.</p>

Resident or Residents
(All Residents must sign here)

Owner or Owner's Representative
(signs here)

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Date of Lease Contract





Additional Special Provisions



DWELLING UNIT DESCRIPTION. Unit No. _____,
(street address) in _____ (city), Florida, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____

Owner's Name: _____

Residents (list all residents): _____

NOT A VALID FORM
SAMPLE FORM

Resident(s)
(All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum





Federally Required Lead Hazard Information and Disclosure Addendum



IMPORTANT NOTICE TO RESIDENTS: The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The NAA Lease Contract specifically prohibits a resident from performing this type of work—only the dwelling owner may do so under the Lease Contract. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. **NOTE:** Page references in the content of this form are to pages in the EPA brochure.

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint; buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

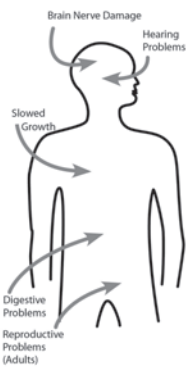
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978, have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your home has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high-fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
 4330 East West Highway
 Bethesda, MD 20814-4421
 1-800-638-2772
 cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
 451 Seventh Street, SW, Room 8236
 Washington, DC 20410-3000
 (202) 402-7698
 hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
 U. S. CPSC Bethesda MD 20814
 U. S. HUD Washington DC 20410

EPA-747-K-12-001
 September 2013

16

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

◆ **Florida Department of Health**—850/245-4444 **HUD Healthy Homes and Lead Hazard Control**—202/755-1785
 ◆ **EPA Region 4 Office (includes Florida)**—404/562-8998 **CPSC**—800/638-2772 **National Lead Information Center**—800/424-5323

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON 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 (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention.

LEAD-FREE HOUSING If the housing unit has been certified as "lead free" according to 24 C.F.R. Section 35.82 or is not target housing according to 24 C.F.R. Section 35.86, the lead-based paint hazard disclosure requirements do not apply, and therefore, it is not necessary to provide this addendum or a lead-based paint warning pamphlet and lead-based paint disclosure statement to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Known that lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

Records and reports available to lessor (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*).

AGENT'S ACKNOWLEDGMENT (Initial)

If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws.

LESSEE'S ACKNOWLEDGMENT (Initial)

Lessee acknowledges the receipt of a copy of a federally approved pamphlet on lead poisoning prevention and all records or reports listed above.

ACCURACY CERTIFICATIONS

The parties named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be the owner himself or herself, an employee, officer or partner of the owner, or a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be the agent himself or herself, or an employee, officer or partner of the agent if such person is authorized to sign for the agent.

Apartment name & unit number OR street address of dwelling		City	
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Printed name of LESSOR (owner) of the dwelling		Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling	
Signature of person signing on behalf of above LESSOR	Date	Signature of person signing on behalf of above AGENT, if any	Date



Inventory and Condition Form

DWELLING UNIT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Florida, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____ Residents (list all residents): _____

You must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Resident's Name: _____ Home Phone: (____) _____ Work Phone: (____) _____
Resident's Name: _____ Home Phone: (____) _____ Work Phone: (____) _____
Resident's Name: _____ Home Phone: (____) _____ Work Phone: (____) _____
Resident's Name: _____ Home Phone: (____) _____ Work Phone: (____) _____

Move-In or Move-Out Condition (Check one)

Living Room

Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Lamps, Bulbs _____
Water Stains on Walls or Ceilings _____
Other _____

Dining Room

Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Kitchen

Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Cabinets, Drawers, Handles _____
Countertops _____
Stove/Oven, Trays, Fans, Shelves _____
Vent Hood _____
Refrigerator, Trays, Shelves _____
Refrigerator Light, Crisper _____
Dishwasher, Dispensers, Racks _____
Sink/Disposal _____
Microwave _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____
Other _____

Hall

Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Exterior (if applicable)

Patio/Yard _____
Fences/Gates _____
Faucets _____
Balconies _____
Other _____

Bedroom (describe which one)

Walls _____
Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____
Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

General Items

Thermostat _____
Cable TV or Master Antenna _____
A/C Filter _____
Washer/Dryer _____
Garage Door _____
Ceiling Fans _____
Exterior Doors, Screens/Screen Doors, Doorbell _____
Fireplace _____
Other _____

Bedroom (describe which one)

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bedroom (describe which one)

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Water Stains on Walls or Ceilings _____
Other _____

Bath (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____

Other _____

Bath (describe which one): _____

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____

Other _____

Half Bath

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Tile _____
Plumbing Leaks or Water Stains on Walls or Ceilings _____

Other _____

Safety-Related Items (Put "none" if item does not exist)

Door Knob Locks _____
Keyed Deadbolt Locks _____
Keyless Deadbolts _____
Keyless Bolting Devices _____
Sliding Door Latches _____
Sliding Door Security Bars _____
Sliding Door Pin Locks _____
Doorviewers _____
Window Latches _____
Porch and Patio Lights _____
Smoke Detectors (push button to test) _____
Alarm System _____
Fire Extinguishers (look at charge level-BUT DON'T TEST!) _____
Garage Door Opener _____
Gate Access Card(s) _____
Other _____

Date of Move-In: _____

or

Date of Move-Out: _____

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify that they are operating correctly. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____

Date of Signing: _____

Owner or Owner's Representative: _____

Date of Signing: _____



Animal Addendum

(to be completed only if an animal will occupy the dwelling unit)

Becomes part of Lease Contract



Date: _____
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION.** Unit No. _____ ,
at _____
(street address) in _____ (city),
Florida, _____ (zip code).

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. **ANIMAL DEPOSIT.** An animal deposit of \$ _____ will be charged. We [check one] will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Lease Contract [check one] does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Lease Contract [check one] includes, does not include this additional animal rent.

6. **ADDITIONAL FEE.** You must also pay a one-time fee of \$ _____ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. **LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. **DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or dwelling community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

10. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- You will have the animal vaccinated and/or receive any shots or medical care as required by law. You will also obtain any licenses and/or permits for the animal as required by law. We may request proof of necessary vaccinations, licenses or permits at any time. Your failure to provide us such information is a material breach of this Lease Contract.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damage, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damage, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

18. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated _____ between _____

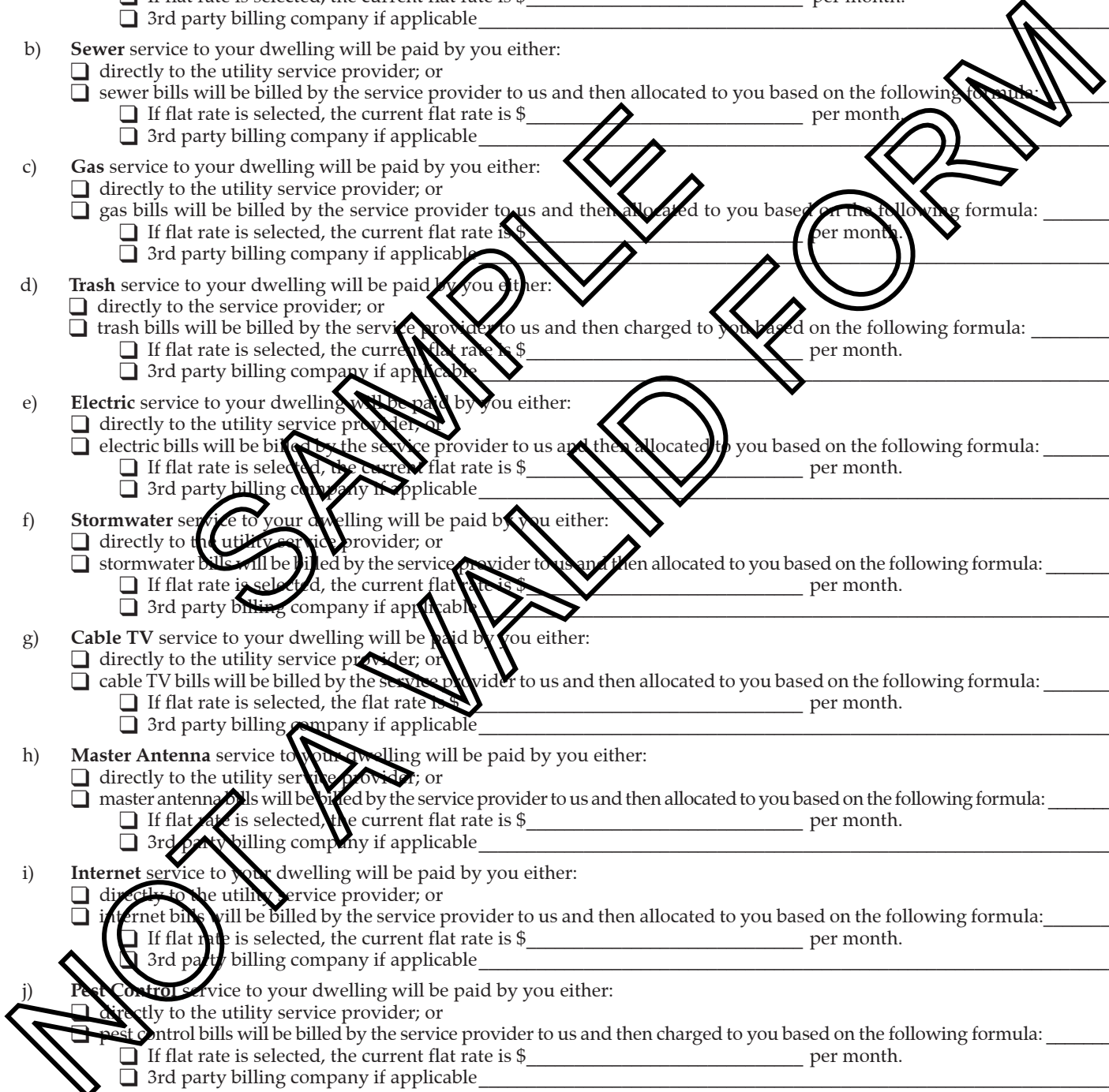
_____ ("We" and/or "we" and/or "us") and _____ ("You" and/or "you") of Unit No. _____

located at _____ (street address) in _____ and is in addition to all terms and conditions in the Lease.

To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your dwelling will be paid by you either:
b) Sewer service to your dwelling will be paid by you either:
c) Gas service to your dwelling will be paid by you either:
d) Trash service to your dwelling will be paid by you either:
e) Electric service to your dwelling will be paid by you either:
f) Stormwater service to your dwelling will be paid by you either:
g) Cable TV service to your dwelling will be paid by you either:
h) Master Antenna service to your dwelling will be paid by you either:
i) Internet service to your dwelling will be paid by you either:
j) Pest Control service to your dwelling will be paid by you either:
k) (Other) _____ service to your dwelling will be paid by you either:
l) (Other) _____ service to your dwelling will be paid by you either:



METERING/ ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late fees or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____	(not to exceed \$ _____)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants and/or the identity of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____



Bed Bug Addendum



Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____
_____ (street address)
in _____
(city), Florida, _____ zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. PURPOSE: This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

4. MANAGEMENT REPRESENTATION AND INSPECTION: Management represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Under Florida law, only a licensed pest control professional, hereinafter "Pest Control," is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. You acknowledge that you have either: (a) inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation; or (b) you will inspect the dwelling within 48 hours of receiving keys for possession of the dwelling and will notify us of any bed bugs or bed-bug infestation. If you do not notify us of any bed bugs within 48 hours of receiving keys for possession of the dwelling, you agree and represent that your dwelling does not have bed bugs at the time you took possession of the dwelling.

5. BEDBUG INFORMATION: Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of any infestation or presence of the bed bugs in Resident's current or previous dwelling(s), home's furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestation or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling, or home in which there was a bed bug infestation or presence. Resident represents that if he or she WAS previously living in a dwelling or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment from Pest Control and inspect Resident's personal property and possessions to confirm the absence of bed bugs.

6. USED AND DISCARDED ITEMS: Resident acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he or she shall not allow such property to enter the dwelling without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and or treated by Pest Control.

7. ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION:

Resident shall allow Management, Maintenance staff and Pest Control to have full access to the dwelling at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and the Resident's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Management and Pest Control to treat the dwelling. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest control company that we approve. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Management or Pest Control and holds Management and Pest Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

8. NOTIFICATIONS BY RESIDENT: Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the dwelling or in any of Resident's clothing, furniture, and/or other personal property. Resident shall promptly notify Management of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling for a bed bug infestation on his own or hire any outside pest control company and acknowledges that Management has the full right to select its own Pest Control to perform treatments and cleaning of the dwelling and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

9. METHOD OF TREATMENT: If Management decides to have the dwelling treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Management and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

10. ON SITE TRANSFERS OR TEMPORARY VACATING:

A. On-Site Transfers: If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Management and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Management or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Management OR Pest Control, Resident or Resident's family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated

by Management or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident's personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

B. Temporary Vacating: If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2)(a)1., Management's only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Management may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling is habitable, Management shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.

11. RESIDENT CAUSED CONDITIONS: If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment Management incurs to remedy the bed bug infestation situation. If Management must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings.

12. NON-RESIDENT CAUSED BED BUG INFESTATIONS: If in the sole opinion of Management and Pest Control the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the dwelling, AT MANAGEMENT'S OPTION the Lease Contract may be terminated and Resident may still be required to vacate the dwelling and return possession of the premises to Management if it is determined by Pest Control that it is not feasible to eradicate the infestation with the Resident continuing to reside on the premises. Management shall not be responsible for Resident's consequential losses if the Lease Contract is so terminated.

13. DAMAGES: Under no circumstances shall Management or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.

14. LEASE TERMINATION: In the event bed bugs are determined to be in the dwelling, Management shall have the right to terminate the tenancy by giving Resident seven days' written notice requiring Resident to permanently vacate the dwelling and remove all furniture, clothing, and personal belongings. Management in its sole judgment shall have the right to terminate the tenancy and obtain possession of the dwelling regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, Resident must vacate the dwelling upon such termination. A Resident who fails to vacate after the lease has been terminated shall be subject to an eviction action and assumes all risks of remaining in the dwelling.

15. INVALID OR UNENFORCEABLE PROVISIONS: If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

NOT A VALID FORM

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on

exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



Mold Information and Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION. Unit No. _____,
in _____ (street address),
Florida, _____ (city),
_____ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. 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. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(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.
- 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 nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower door. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of 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 tile surfaces has evaporated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. 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.
- 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 Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set on the "AUTO" setting (not "FAN") to automatically circulate air in the event temperatures rise to or above 78 degrees. Relative humidity levels should be maintained under 50% at all times in order to prevent conditions conducive to the growth of mold and mildew.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks 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 flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C 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;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tile Mold & Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oil from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DONOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond promptly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. TERMINATION OF TENANCY. Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or RESIDENT(S) actions or inactions are causing a condition which is conducive to mold/mildew growth. If RESIDENT fails to vacate the dwelling after receiving a written notice to vacate, RESIDENT assumes all risks of remaining in the dwelling and shall be liable for any resulting damage to person or property.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract



Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs



1. **DWELLING UNIT DESCRIPTION.** Unit No. _____,
_____ (street address)
in _____ (city),
Florida, _____ (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. **ELIGIBILITY FOR PARTICIPATION IN AFFORDABLE HOUSING PROGRAM.** You have applied for and intend to live in a dwelling that is subject to the laws and regulations pertaining to the Low Income Housing Tax Credit (LIHTC), HOME Program, Section 8 Housing Choice Voucher, Rural Development, Affordable Workforce Housing, Tax-Exempt Bond financing, or other state or federal affordable housing programs. The eligibility, qualifications, and participation requirements of each program vary significantly. Your eligibility and occupancy in such housing is dependent upon strict compliance with the specific income eligibility and other requirements of each program.

4. **ACCURACY OF INFORMATION REQUIRED.** Any false, fraudulent, inaccurate, omitted, or misleading information provided during either the initial certification process or during the annual renewal or recertification process is a material violation of the lease and conditions of occupancy, and participation in the applicable affordable housing program. A material violation of the terms of this addendum, the Tenant Income Certification forms, the rental application, any of the verification documentation required for qualifying for eligibility, the lease, the community rules, or any other applicable addendum is a ground for immediate termination of resident's lease, right of occupancy, or participation in the affordable housing program at this dwelling community. All applicants, residents, and household occupants must fully, accurately, and truthfully disclose the names and ages of all household members, student status, combined total household income, and all combined household assets. Resident understands and agrees that if the combined family household income exceeds the income limit restrictions imposed under the applicable affordable housing program that the application must be denied, that the lease or right of occupancy must be terminated, that the resident must relocate to another dwelling which may be subject to increased market rate or non-LIHTC rent, and/or that the resident must cooperate in correcting mistakes or signing any requested documentation that management deems reasonable or necessary for continued compliance with the laws and regulations applicable to the particular affordable housing program. Resident acknowledges and agrees that the rental application and any information supplied to the owner or any representations made to induce owner to lease a dwelling for occupancy under a LIHTC or affordable housing program are incorporated herein as a substantial and material part of this addendum and the Lease Contract.

5. **FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven (7) days after our request for information regarding annual income and eligibility you shall comply with the request even if you have previously supplied such information recently or within the previous twelve months. Such requests for information or additional verification, reverification, and/or compliance information may be made by owner or owner's management representatives at any time during the Lease Contract term or renewal period.

6. **INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to requests for additional information, it will be considered a substantial and material violation of the Lease Contract. Such a violation may result in termination of the lease, the right of occupancy, or your eligibility to participate in the affordable housing program.

7. **NO LIEN FOR UNPAID SUMS UNLESS AUTHORIZED BY LAW.** Unless otherwise expressly provided by law, we will not have a lien on your property. To the extent that applicable state law authorizes a lien, such lien will be allowed.

8. **STUDENT STATUS.** By signing this addendum, you agree that you have fully, truthfully and accurately disclosed whether you or any occupant of the household is a student. You understand that your eligibility for occupancy of the dwelling is dependent on your representation that not all occupants of the household are students during all or part of the year. You agree to notify the owner, in writing, if there are any changes in the occupants residing in the household or if there are any changes in the student status of any resident or occupant of the household occupying the dwelling, including, but not limited to, starting or stopping school or college; increase to full-time status; or reduction to part-time status. This provision is applicable to any household occupant's educational level in either high school, college, or other post-secondary school educational training. The failure to disclose a change of educational status is a substantial and material violation of this addendum and the lease, and you may be evicted or relocated for material breach of the Lease Contract or this

addendum. Your failure to disclose any such change in student status is a material violation of the lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate in the affordable housing program. You may be required to relocate to another dwelling in the same or a different building, and the owner may increase the rent to market rate rent.

9. **NO LEASE TERM SHORTER THAN SIX MONTHS.** The minimum lease term for occupancy under a LIHTC program or this addendum is six (6) months. Anything to the contrary in the Lease or any other addendum to the Lease which provides for a lease term shorter than six months is superceded by this addendum and this addendum shall amend the shorter lease term to a minimum lease term of six (6) months from the starting date of the lease term as stated in the Lease. Anything to the contrary in the Lease or any other addendum to the Lease which allows or affords the resident the option of an *early lease termination* are superceded by this addendum and this addendum shall amend such provision so that the resident shall *not* have the right to terminate the lease prior to the expiration of six (6) months from the starting date of the lease term stated in the Lease. If there is an early termination provision in the lease, the tenant may give an early termination notice to owner prior to the expiration of six months from the start of the lease term; however, the actual effective termination date of the lease must occur *after* the end of the sixth month of the lease. The dwelling shall not be used for transient purposes, and resident must occupy the leased premises for the first six months of the lease.

10. **SECTION 8 OR HOUSING CHOICE VOUCHER PROGRAM.** Even though you may be a participant in the Section 8 federal housing program or the holder of a voucher or certificate of eligibility in that federal program, participation in that program *does not* automatically qualify you for occupancy of a LIHTC or other affordable housing program. The maximum eligible income limit for LIHTC may be lower than those of the Section 8 Housing Choice Voucher Program and may result in disqualification for housing at this dwelling community, depending on the nature of the applicable affordable housing program. You understand that, if you are a participant in the Section 8 Housing Choice Voucher program, your occupancy must be approved by the Public Housing Authority under a Housing Assistance Program agreement and that the terms and conditions applicable to the Section 8 Housing Choice Voucher Program may be different from or in addition to those under the applicable affordable housing program for this dwelling community.

Owner shall have the right to terminate the lease or right of occupancy of any Section 8 Housing Choice Voucher resident for serious or repeated violation of material terms of the lease or any material non-compliance or other good cause as provided the U.S. Department of Housing and Urban Development (HUD) in its Public Housing Occupancy Guidebook and pursuant to 24 CFR 966.4. A serious or material violation or breach of the Lease Contract and this addendum includes, but is not limited to, failure to make rent payments due under the lease; failure to fulfill household obligations as described in 24 CFR 966.4(f); conviction of drug-related activity for manufacture or production of illegal drugs; violation of the applicable standard of alcohol abuse; and other criminal activity. The following are also serious and material violations under a Section 8 Housing Choice Voucher lease: drug-related activity engaged-in either on or off the premises by a resident, member of the resident's household, or other person under the resident's control; resident's or a member of resident's household's illegal use of a drug or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; alcohol abuse or a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; furnishing false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug or alcohol abusers; unlawful flight to avoid prosecution, custody, or confinement after conviction for a felony (or where applicable a high misdemeanor) or violation of a condition of probation or parole imposed under federal or state law; or engagement in criminal activity regardless of whether the resident or household member was arrested or convicted for such activity and without having to satisfy the standard of proof for a criminal conviction.

11. **COOPERATION WITH MANAGEMENT TO TAKE CORRECTIVE ACTION.** You agree to cooperate with owner in taking any corrective action that management or the owner deems necessary or desirable with respect to any mistake or act that may result in loss of tax credits or other violations of applicable federal or state law or applicable rules, regulations, interpretive guidance, or compliance directives from any state or federal housing agency with administrative or oversight or jurisdiction to administer affordable housing programs. Such required corrective action includes, but is not limited to, re-locating to another dwelling, loss of eligibility for LIHTC limited rent to a market rate rent, signing or re-signing documents, or producing documentation to establish or supplement household income, size, or student status. Upon discovering any overpayment of rent, utility allowance, or other charges, owner shall have the right to either rebate or apply a credit to future rent for such overpayments as an appropriate corrective action.

12. **RECERTIFICATION.** The LIHTC Program and other affordable housing programs require an annual recertification of eligibility. You must cooperate with owner in completing the recertification process. When requested, you shall attend an interview with management to determine continued Program eligibility, provide sources and documentation to verify all income, assets, and other eligibility information, and sign a new Tenant Income Certification form. It is your responsibility to provide all necessary information so that management may perform this task.

Continued occupancy is conditioned upon continued eligibility under the federal LIHTC Program and other affordable housing requirements. Your annual recertification must be completed by the date specified in owner's notice. Management will contact you prior to the recertification date in order to begin processing the necessary paperwork. You must fully cooperate and provide all necessary information to expedite this process, including but not limited to meeting with management as requested and submitting information as requested. Failure to comply with recertification requirements is a substantial and material violation of the terms of this Lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate in the affordable housing program.

13. CHANGES IN RESIDENT'S RENT BASED ON UTILITY ALLOWANCE. The rent is based on the maximum gross rent calculated in accordance with IRS regulations, less the applicable utility allowance. The utility allowance for the unit may change during the lease term. If the utility allowance decreases during the lease term, Owner may, at its sole discretion, increase the rent by the amount of the utility allowance decrease. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of the effective date of any such increase.

14. INCREASE IN HOUSEHOLD INCOME. A household will be considered "over income" for rent determination purposes if the combined household income exceeds one hundred forty percent (140%) of the applicable income limit as governed by the LIHTC Program. If the household's income increases above one hundred forty percent (140%) of the applicable income limit, owner, upon 30 days notice, may increase household's rent to the applicable market rate. This provision shall apply only if the building contains mixed LIHTC and non-LIHTC units. If applicable, owner shall also have the right to relocate the LIHTC resident to a non-LIHTC dwelling or otherwise designate the current dwelling a market rate unit.

15. CHANGES IN RESIDENT'S RENT BASED ON HUD AREA MEDIAN GROSS INCOME. Rent is based on the area median gross income (AMGI) published by the federal Department of Housing and Urban Development for this geographic area. If the AMGI increases during the lease term, owner may, at its sole discretion, increase the rent to the maximum allowable amount based on the new AMGI. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of the effective date of any such increase.

16. NO SUBLEASING. You shall not sublet or assign the unit or any part of the dwelling. Failure to comply with this provision is a substantial violation of this lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate in the affordable housing program.

17. NONAUTHORIZED OCCUPANTS. You shall not permit individuals other than those listed on the Tenant Income Certification (TIC) form to occupy or reside in the dwelling without first obtaining owner's prior written approval. No person may occupy or live in an LIHTC dwelling or affordable housing who is not expressly authorized by owner. Corporate rentals of LIHTC dwellings is not permitted, and the dwelling may not be used for transient purposes of any kind. Only the individuals or persons who are eligible and approved for occupancy may occupy the dwelling and, if they are over the age of majority, must sign the Lease.

Because your eligibility to occupy an LIHTC or affordable housing dwelling is dependent on combined household composition and income, you must disclose and report accurately and truthfully all members of the household, including, but not limited to, all children temporarily absent or in a foster home; children away at school but who live in the household during school recess; temporarily absent members of the family; household or family members confined to hospitals, nursing care facilities, and other medical treatment centers; all live-in attendants; visitors; guests; foster children; and foster adults.

Failure to comply with this provision is a substantial and material violation of this addendum and the Lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate

in the affordable housing program.

18. LIVE-IN AIDE APPROVAL. You shall not permit any live-in aide to reside in the unit without the prior written approval of the owner. A live-in aide for your household will not be approved unless: you verify to the owner that a member of your household requires the services of a live-in aide; you properly verify to the owner that the person providing live-in aide services is essential to the care and well-being of the household member and would not be living in the unit except to provide the support services; and you and live-in aide have signed an agreement with owner approving the proposed live-in aide.

19. REQUESTS FOR UNIT TRANSFERS.

a. Approval at Management's Discretion. Owner has sole discretion in approving or denying any requests for unit transfers. The owner will deny any request for a unit transfer that owner believes may lead to noncompliance with the LIHTC Program.

b. Cooperation with Management. If owner elects to transfer you to another unit, you agree to cooperate with owner by providing information, completing documentation, and/or participating in interviews.

c. Transfer Contingent on Resident's Cooperation. If you fail to cooperate with owner after owner grants your transfer request, owner may rescind its approval and deny the request.

20. SAVINGS PROVISION. Compliance with the LIHTC and other affordable housing programs is complex and can result in conflicts between the contractual provisions of this addendum, the federal and state laws and regulations governing those programs, and many other aspects of compliance. To the extent any provision in this addendum conflicts with the requirements of the LIHTC or other affordable housing program, this addendum shall be interpreted and construed in harmony with the provisions of Internal Revenue Code and regulations and other provisions of any applicable affordable housing program so as to carry out the effect and intent of such laws and regulations and to prevent a forfeiture or loss of tax credit status. In the event any court determines that any provisions of this addendum are found to be unenforceable, the undersigned parties agree that the court shall interpret the parties' rights and obligations in a manner such as to uphold the validity and preservation of the owner's tax credit status of participation in such affordable housing program, even if it requires termination of the resident's lease or occupancy in order to insure continued compliance with such programs. If required by a state housing agency under a land use restriction agreement or as a condition for participation in any affordable housing program or if otherwise required by any other state or federal law applicable to such affordable housing programs, owner agrees that non-renewal of leases shall be for good cause.

21. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form

Resident(s)

Date of Signing Addendum

Owner's Representative

Date of Signing Addendum



Resident's Notice of Intent to Move Out

To be delivered to owner's representative



DWELLING UNIT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Florida, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____ Residents (list all residents): _____

Date you will move out and surrender premises: _____

- CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.
- DATE OF SURRENDER.** Under the Lease Contract, you *surrender* the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
 - turn in all keys/access devices where you pay the rent;
 - the move-out date has passed and no one is living in the dwelling;
 - abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.
- EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.
- HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.
- CLEANING.** Under the Lease Contract, you must leave the dwelling unit in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.
- FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.
- RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.
- PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.
- MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.
- REASONS FOR MOVING.** (Optional)

Your Signature or Signatures

Your Forwarding Address
(You must provide this information.)

You may be contacted now at:
Home phone: (_____) _____
Work phone: (_____) _____
Date when you delivered this notice: _____

FOR OFFICE USE ONLY
Owner's representative who received notice: _____
Date notice was received: _____
Move-out date was <input type="checkbox"/> approved or <input type="checkbox"/> disapproved

Tear Here

Owner's Acknowledgment of Receiving Move-Out Notice

(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. _____ in _____ (name of apartment community), or street address (if house, duplex, etc.): _____

Date of intended move-out: _____. If move-out is approved, prorated rent (if any) through move-out date: \$ _____

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: _____ Signature of our representative: _____





Asbestos Addendum



Date: _____
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION. Unit No. _____,
_____ (street address)
in _____ (city),
Florida, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

3. ASBESTOS. In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

NOT A VALID FORM

Resident(s)
(All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Dwelling Unit Description.** Unit. No. _____ ,
in _____ (street address)
Florida, _____ (city),
Florida, _____ (zip code).

2. **Lease Contract Description.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. **Number and size.** You may install _____ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it as a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable securing of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. **Signal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness,

accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **Liability insurance.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ _____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **Security Deposit.** An additional security deposit of \$ _____ will be charged. We (check one) will consider or will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Lease Contract (check one) does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





LEASE ADDENDUM FOR GARAGE, CARPORT AND/OR STORAGE UNIT



1. **Dwelling Unit Description.** Unit. No. _____,
_____ (street address)
in _____ (city),
Florida, _____ (zip code).

2. **Lease Contract Description.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. **Premises.** The Premises as defined herein, shall be an enclosed garage, a carport and/or storage unit (hereinafter referred to as the "Premises"):
 garage or carport attached to the dwelling;
 garage space number(s) _____;
 carport space number(s) _____; and/or
 storage unit space number(s) _____.

4. **Use.** Only those persons whose names appear on this addendum may use the Premises. The Premises may be used solely for private residential storage and under no circumstances shall any business activity be conducted from or in the Premises. No person shall be permitted to sleep in the Premises at any time or remain in the Premises with the door closed.

5. **Pets.** No pets or animals may be kept in the Premises.

6. **Default and Remedies.** If Resident(s) default in complying with this addendum or the law, Owner has the right to retake possession as provided by Florida law and institute eviction proceedings. If Resident(s)' or invitees(s) engage in criminal activity on the Premises, such action will be a default for which this addendum and the apartment tenancy may be immediately terminated. In addition to any of the foregoing, Owner has all other rights and remedies provided by law.

7. **Right to Enter and Terminate.** Resident(s) consent to Owner entering the Premises at any time and for any purpose without notice. Owner reserves the right to terminate this Addendum at any time and for any reason whatsoever and Resident(s) agree to immediately remove all items from the Premises or face eviction proceedings from the Premises and the apartment unit.

8. **Repair and Maintenance.** Resident(s) acknowledge that they have inspected the Premises and are fully satisfied and accept it in "as is" condition. Resident agrees to be fully responsible for any damage caused to the interior of the Premises including but not limited to the walls, ceiling, floor and the door(s).

9. **Alterations.** Resident(s) may not make any alterations or additions to the Premises or affix anything to the floor, ceilings or walls.

10. **Contents.** Nothing may be used or kept in or about the Premises which would in any way affect the terms and conditions of Owner's fire and extended coverage insurance policy, constitute a violation of the law, or otherwise be a hazard in Owner's sole judgment. **NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE PREMISES. NO ELECTRICAL MAY BE HOOKED UP TO THE PREMISES AND NO PLANTS MAY BE GROWN IN THE PREMISES.**

11. **Pest Control.** Owner will in no way whatsoever be providing any pest control for the Premises and shall not be liable for any damages caused by pests to the Premises.

12. **Liability.** Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Premises, whether caused by Owner, someone else, weather, fire, wind, rain, flood or any other acts of God. Resident(s) are responsible for obtaining Resident(s)' own casualty and liability insurance, and, agree to save and hold Owner harmless and indemnify Owner from any liability. **OWNER STRONGLY RECOMMENDS THAT RESIDENT(S) SECURE INSURANCE TO PROTECT YOUR PROPERTY.** Resident(s) agree to save and hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Premises.

13. **Security.** Owner does not provide and has no duty to provide security services for Resident(s)' protection or the protection of Resident(s)' property in the Premises. Resident(s) must look solely to public police for such protection. The Premises has a lock, which Owner does not warrant in any way. In the event any locks are broken, Resident(s) shall be responsible for the cost of replacement of the locks. **Resident(s) may not change the lock(s) on the Premises.**

14. **Policies.** In addition to the policies here-with and the attached rules and regulations or any other attachments, the receipt of which is hereby acknowledged, Resident(s) agree to observe and be bound by any other reasonable printed or rule changes which may be later implemented by Owner.

15. **Garage Sales.** Resident(s) agree that no "garage sales" shall be permitted in or around the Premises, parking areas or common areas and nothing shall be sold out of or around the Premises, parking areas or common areas without express written permission of the Owner.

16. **Abandoned Property.** Resident(s) agrees that should they vacate leaving any items in the Premises or should resident(s) fail to vacate the Premises after notice or eviction, Owner is expressly given permission to dispose of the items in any way holding the Owner harmless and Resident(s) agree to be liable for any expenses arising out of the disposal with regard to any items left in Premises after Resident(s) vacate the Premises. Resident(s) expressly agree to waive all rights and procedures regarding the disposition of abandoned property provided in Florida Statutes. By signing this addendum, Resident(s) agree that upon surrender or abandonment, as defined by Florida Statutes, that Owner shall not be liable or responsible for storage or disposition of the Resident(s) personal property.

17. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: _____

Resident(s): _____

Dwelling No./Address: _____

Lease Date: _____

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL. AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community [] DOES; [] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
For their safety, Residents should not swim alone.
Pool hours are posted at the pool.
No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
Proper swimming attire is required at all times and a swimsuit cover up should be worn to and from the pool.
No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
Resident(s) must accompany their guests.
Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community [] DOES; [] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (2) _____ (3) _____ (4) _____

IV. PACKAGE RELEASE. This Community [] DOES; [] DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or undelivered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community [] DOES; [] DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only _____ vehicle per licensed Resident is allowed.
All vehicles must be registered at the Management office.
Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a _____ hour notice is placed on the vehicle.
Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice,

at the vehicle owner's expense.

- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, diapers, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.

XI. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIII. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XIV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

I have read, understand and agree to comply with the preceding provisions.

Resident Date

Resident Date

Resident Date

Resident Date

Owner Representative

Date



Surety Bond Addendum
Becomes part of Lease Contract

Date: _____
(when this Addendum is filled out)

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(sign here)

Date of Lease Contract

SAMPLE FORM
NOT A VALID





LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. Dwelling Unit Description. Unit No. _____,
_____ (street address)
in _____ (city),
Florida, _____ (zip code).

2. Lease Contract Description.
Lease Contract date: _____
Owner's name: _____
Residents (list all residents): _____

3. Concession/Discount Agreement. As consideration for your
agreement to remain in your dwelling and to fulfill your Lease
obligations throughout the full term of your Lease, you will receive
the following rent Concession and or Discount.

(Check all that apply)

[] One-Time Concession. You will receive a One-Time
Concession off the rent indicated in the Lease Contract
in the total amount of \$ _____. This
Concession will be credited to your rent due for the month(s)
of: _____

[] Monthly Discount/Concession. The rent indicated
in the Lease Contract includes a Monthly Discount of
\$ _____ per month off of the suggested rental
rate for your dwelling.

[] Other Discount/Concession. You will receive the
following discount off the rent indicated in the Lease
Contract:

4. Concession Cancellation and Charge-Back. The concession and
discounts indicated above are provided to you as an incentive
and with the understanding that you will fulfill your obligations
under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if
you abandon the premises without paying rent or are evicted), this
Concession/Discount Agreement will be immediately terminated,
and you will be required to immediately repay to the Owner the
amounts of all (Check all that apply)

- [] Concessions
[] Discounts

that you have actually received for the months you resided in the
Premises, and without further notice from us.

5. Market Rent. The market rent for this dwelling is the rent stated
in the NAA Lease Contract. You acknowledge that the market
rent is a fair representation of what the specific dwelling would
actually rent for at the time the Lease Contract was negotiated
and executed, and is reflective of the rent for a similar dwelling
at comparable properties.

6. Special Provisions. The following special provisions control
over any conflicting provisions of this printed Addendum form
or the Lease Contract.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



1. **Dwelling Unit Description.** Unit No. _____
 _____ (street address)
 in _____ (city),
 Florida, _____ (zip code).

2. **Lease Contract Description.**
 Lease Contract date: _____
 Owner's name: _____

 Residents (list all residents): _____

3. **Acknowledgment Concerning Insurance or Damage Waiver.**
 You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ _____ per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ _____ from a carrier with an AM Best rating of A-VII or better, licensed to do business in Florida. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. We may provide you with information of an insurance program that we make available to residents which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

6. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. **Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: _____

8. **Default.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. **Special Provisions:**

NOT A VALID FORM

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
 (All residents must sign here)

Owner or Owner's Representative
 (signs here)

Date of Lease Contract





LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. **Dwelling Unit Description.** Unit No. _____, _____ (street address) in _____ (city) Florida, _____ (zip code).

2. **Lease Contract Description.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

3. **Remote control/cards/code for gate access.**

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ _____ non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. **Damaged, lost or unreturned remote controls, cards or code changes.**

- If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

5. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. **Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and

law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. **Rules in using vehicle gates.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car. Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





LEASE ADDENDUM FOR INTRUSION ALARM



1. **Dwelling Unit Description.** Unit.No. _____
_____ (street address)
in _____ (city),
Florida, _____ (zip code).

2. **Lease Contract Description.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all false alarm charges for your dwelling.

4. **Permit from city.** You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.

6. **Alarm company.** You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.

7. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

8. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us.

9. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

10. **Liability.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. **Emergencies.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

12. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

13. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

NOT VALID FORM

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





NO-SMOKING ADDENDUM

Date: _____
(when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Unit.No. _____,
_____ (street
address) in _____
(city), Florida, _____ (zip code).

2. Lease Contract Description
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

3. Smoking Anywhere Inside Buildings of the Dwelling Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the Lease Contract.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the dwelling community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facilities, tennis courts, all interior areas of the dwelling community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the dwelling community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any dwelling or building.

Smoking Outside Buildings of the Dwelling Community. Smoking is permitted only in specially designated areas outside the buildings of the dwelling community. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in these areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the dwelling community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock,

carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free dwelling community.

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. You must check one of the following boxes.

- Neither you nor anyone who will be living in the dwelling is a smoker.
- Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)





SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM



Date: _____
(when this Addendum is filled out)

This addendum is hereby incorporated into the Lease Contract identified below and is in addition to all of the terms and conditions contained in the Lease.

1. **DWELLING UNIT DESCRIPTION.** Unit No. _____, _____ (street address) in _____ (city), Florida, _____ (zip code).

2. **LEASE CONTRACT DESCRIPTION.**

Lease Contract date: _____

Owner's name: _____

Residents (list all residents): _____

We hereby agree to allow you to have a support or service animal as a reasonable accommodation for your disability. You represent and affirm that you have properly licensed the support or service animal if there is any general municipal or governmental licensing requirement for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. You further represent that the support or service animal does not pose a direct threat of harm or danger to any of the other residents, our staff, or any other individuals and will not cause damage to property beyond normal wear and tear. You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible

for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in this Addendum, the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge any pet fees or a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

Specifically in reference to a "service animal," you and we will comply with Fla. Stat. s. 413.08. You further acknowledge that, pursuant to Fla. Stat. s. 413.08, a person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in Fla. Stat. s. 775.082 or s. 775.083. Therefore, if you misrepresent yourself as qualified to use a service animal, you agree that such conduct constitutes a material violation of the Lease Contract, Florida law and that we shall have all rights and remedies set forth in the Lease Contract, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court costs to the extent allowed by law.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

NOT A VALID FORM





RESIDENT PARKING ADDENDUM

Date: _____
(when this Addendum is filled out)



This addendum is hereby incorporated into the Lease Contract identified below and is in addition to all of the terms and conditions contained in the Lease.

1. DWELLING UNIT DESCRIPTION. Unit No. _____
(street address)
in _____ (city),
Florida, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

The term of this Parking Addendum is as follows:
Begins on _____ and
ending on _____

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management.
4. If you are provided with a parking tag or sticker, it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s), you may park in any available space(s) in the parking areas...
6. If you are assigned a specific parking space(s), we shall assign you the space(s) and retain the right to change assigned spaces...
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles...
8. You agree to use parking spaces in accordance with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense...
10. You acknowledge and understand that there are inherent risks to parking your vehicle on any part of the property...
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract...

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, and/or the subject leased dwelling unit, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per vehicle on or before the _____ day of _____, _____, In alternative, resident agrees to pay \$ _____ monthly per vehicle due on or before the _____ day of the month, which is hereby deemed and defined as additional rent. If no amount is filed in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay \$ _____ NSF fee for all checks returned for non-sufficient funds, which is hereby deemed and defined as additional rent.

VEHICLE INFORMATION:

Vehicle 1
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

NOT A VALID FORM
SAMPLE



CRIME/DRUG FREE HOUSING ADDENDUM

1. Dwelling Unit Description. Unit No. _____ ,
 _____ (street address)
 in _____ (city),
 Florida, _____ (zip code).

2. Lease Contract Description.
 Lease Contract date: _____
 Owner's name: _____

 Residents (list all residents): _____

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not

limited to the State of Florida and/or the Federal Controlled Substances Act.

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.

6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent actual or substantial property damage.

7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.

8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. YOU AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT 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 a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

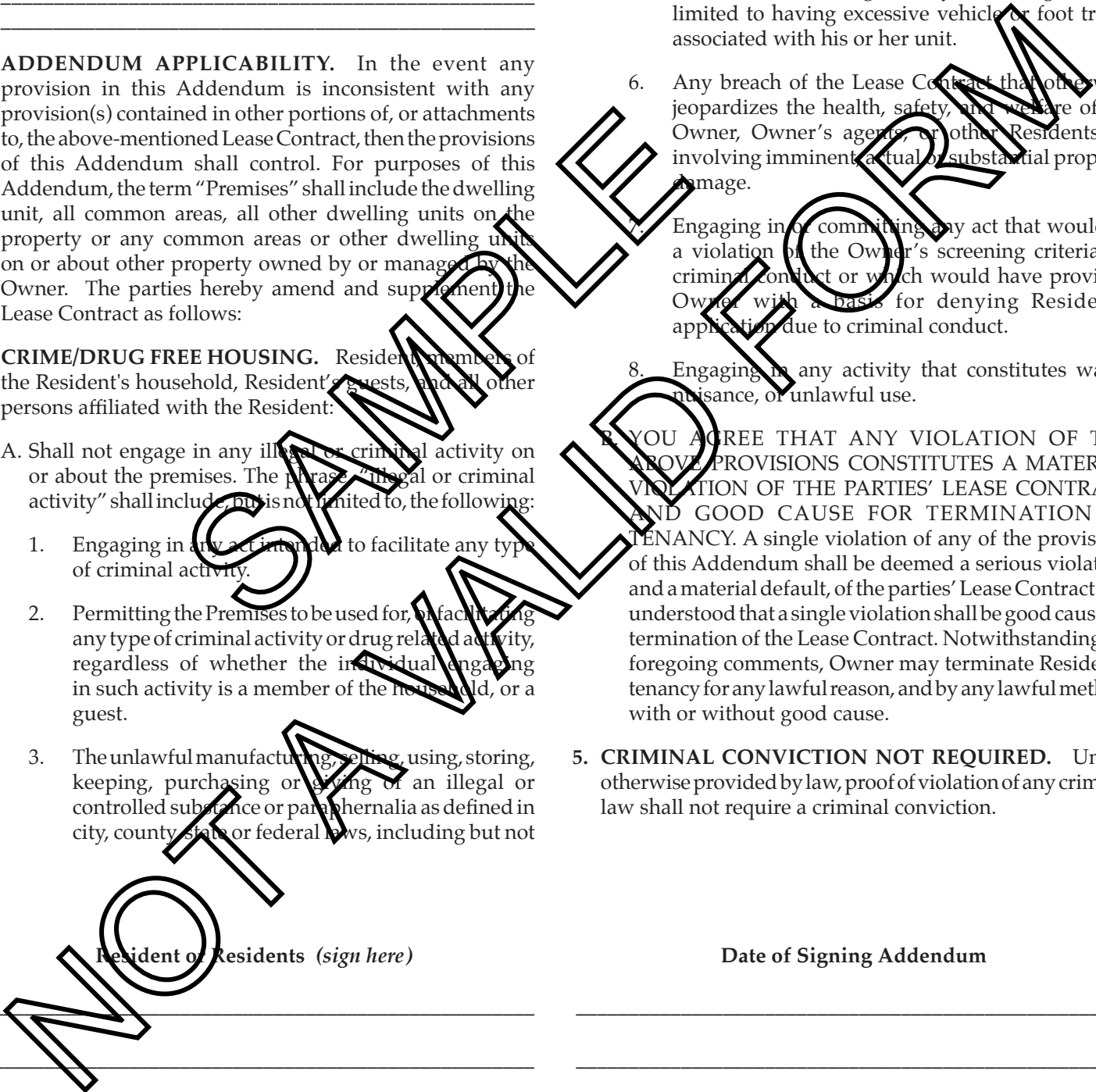
5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum



MIXED USE ADDENDUM



1. DWELLING UNIT DESCRIPTION. Unit No. _____,
_____ (street address)
in _____ (city),
Florida, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: _____
Owner's name: _____
Residents (list all residents):

This document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide you with notice that the dwelling is located in a mixed-use living environment. The area surrounding the dwelling contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. RESIDENT ACKNOWLEDGEMENT. By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The dwelling is located in the immediate area of commercial businesses, including but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke,

which may penetrate the walls and floors of the dwelling. Such challenges may occur up to twenty-four (24) hours a day.

5. RESIDENT DUE DILIGENCE. Landlord has encouraged resident to research the area around their dwelling. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the dwelling. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. ASSUMPTION OF RISK/WAIVER. You have chosen to reside at the dwelling despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in a dwelling located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any of set to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

SEVERABILITY. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

NOT A SAMPLE VALID FORM





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. **DWELLING UNIT DESCRIPTION.** Unit No. _____, _____ (street address) in _____ (city), Florida, _____ (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

This document shall serve as an addendum ("the Addendum") that is hereby incorporated into and made part of the Apartment Lease Contract (the "Lease") between Resident and Owner. **Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.**

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business on, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, personal injury, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum





WASHER AND DRYER ADDENDUM



1. **DWELLING UNIT DESCRIPTION.** Unit No. _____

 (street address) in _____
 (city), Florida, _____ (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
 Lease Contract date: _____
 Owner's name: _____

Residents (list all residents):

This document shall serve as an addendum ("the Addendum") that is hereby incorporated into and made part of the Apartment Lease Contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

3. **PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

4. **OWNER SUPPLIED WASHER AND DRYER.**
A. Washer and Dryer Rental Fee. We agree to rent to you a washer and dryer for the sum of \$ _____ per month, beginning on _____ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

B. Identification of Washer and Dryer. You are entitled to exclusive use of:

- Full Size
- Stackable
- Other: _____

Washer Model/Serial Number: _____

Dryer Model/Serial Number: _____

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal of the equipment from the dwelling without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

C. Responsibility for Damages. You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any approximately caused negligence or intentional acts committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

D. INSURANCE. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

5. **ACCESS TO WASHER AND DRYER; EMERGENCIES.** You agree to allow our agent(s) access to the dwelling and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and the equipment in the event of an emergency, as provided by law.

6. **RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.** You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

7. **ADDITIONAL PROVISIONS.** You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the dwelling, including

holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.

Resident or Residents
(All residents must sign)

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Owner or Owner’s Representative *(signs below)*

Date of Signing Addendum

NOT A VALID FORM
SAMPLE FORM



PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION. Unit No. _____,
 _____ (street address)
 in _____ (city),
 Florida, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.
 Lease Contract date: _____
 Owner's name: _____

 Residents (list all residents): _____

This document shall serve as an addendum ("the Addendum") that is hereby incorporated into and made part of the Apartment Lease Contract (the "Lease") between Resident and Owner. **Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.**

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than _____ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty

to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum





Lease Contract Amendment to Add or Change a Roommate During Lease Term

(This amendment is not intended for use after the original lease term has expired.)



Date: _____
(when this Amendment is filled out)

1. **PURPOSE OF AMENDMENT.** This is an Amendment to the Lease Contract dated the _____ day of _____, _____ (year) between (owner) _____ and ("residents") (list all original residents in paragraph 1 of Lease Contract) _____ on the dwelling located at _____, in _____, Florida. The purpose of this Amendment is to (check one or both): add a new resident, or delete an existing resident who is moving or has already moved out.

2. **NEW RESIDENT.** _____ ("new resident") may move into the dwelling as a resident under the Lease Contract.

3. **OLD RESIDENT.** _____ ("old resident") (check one) has moved out or will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident is or is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.

4. **REMAINING RESIDENTS.** The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

5. **CHANGEOVER DATE.** New resident may move in on _____ (year) ("change-over date"). Old resident will move out before that date.

6. **SECURITY DEPOSIT.** The security deposit will be handled as follows (check one or more as appropriate):

- Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
- Old resident will *not* transfer his or her share of the existing security deposit to new resident.
- Old resident will be entitled to a refund of \$ _____ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.
- Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.
- New resident will pay \$ _____ to owner as an extra general security deposit, in addition to existing security deposits being held by owner.

7. **GUARANTORS.** New resident will (check one):
 have the following guarantor(s) guarantee the Lease Contract: _____; or

not have any guarantor guarantee the Lease Contract.
Any guarantor for old resident will (check one of the following if old resident has a guarantor):
 continue to be liable under the Lease Contract until the end of the original Lease Contract term or
 be released from liability under the guaranty when this Amendment becomes effective.

8. **DAMAGES AND CHARGES.** New resident accepts the dwelling in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

9. **EXISTING KEYS.** Old resident (check one) has turned over or will turn over his or her key(s) and access device(s) to (check one) new resident, remaining residents, owner, or not applicable.

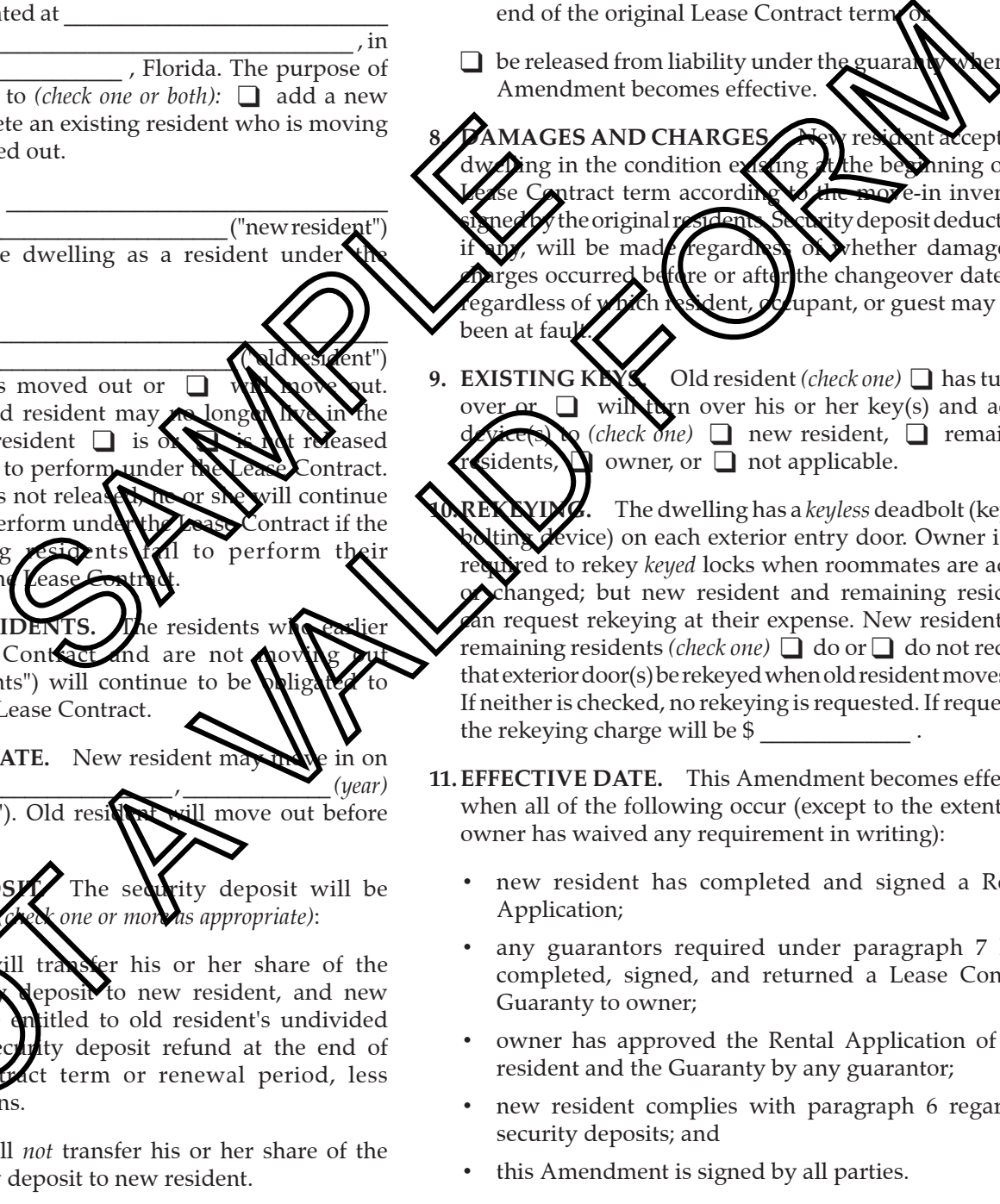
10. **REKEYING.** The dwelling has a *keyless* deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey *keyed* locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one) do or do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$ _____.

11. **EFFECTIVE DATE.** This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- new resident complies with paragraph 6 regarding security deposits; and
- this Amendment is signed by all parties.

12. **SIGNATURES ON LEASE CONTRACT UNNECESSARY.** When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.

13. **BINDING AGREEMENT.** New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he



or she signed the Lease Contract at the beginning of the Lease Contract term.

14. OTHER PROVISIONS. _____

Signatures

Printed name of person signing

Owner or owner's representative

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

New resident (who is moving in)

Old resident (who is moving out)

Old resident's forwarding address (street, city, state, zip)

SAMPLE FORM
NOT A VALID FORM

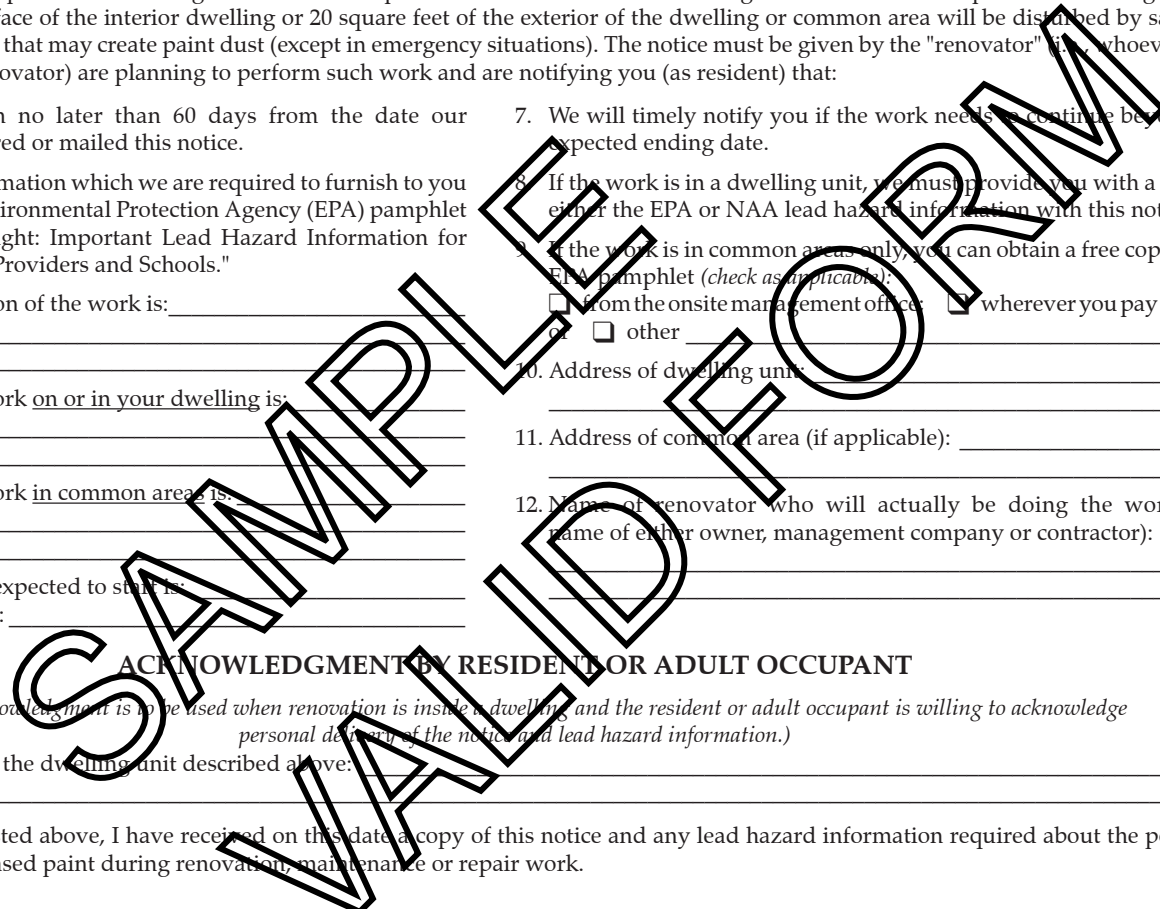
**FEDERALLY REQUIRED RENOVATION NOTICE
OF LEAD HAZARD INFORMATION**



Regarding Renovation, Maintenance or Repair That May Create Paint Dust in a Dwelling Unit or Common Area

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 dwelling if more than 6 square feet of surface of the interior dwelling or 20 square feet of the exterior of the dwelling or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

1. The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
2. The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
3. The general description of the work is: _____
4. The location of the work on or in your dwelling is: _____
5. The location of the work in common area is: _____
6. The date the work is expected to start is: _____
Expected ending date: _____
7. We will timely notify you if the work needs to continue beyond the expected ending date.
8. If the work is in a dwelling unit, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
9. If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (check as applicable):
 from the onsite management office wherever you pay the rent
 other _____
10. Address of dwelling unit: _____
11. Address of common area (if applicable): _____
12. Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): _____



ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT

(This acknowledgment is to be used when renovation is inside a dwelling and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)

Names of all residents in the dwelling unit described above: _____

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
--	---	-------------

CERTIFICATION BY RENOVATOR'S REPRESENTATIVE *(Check applicable box below)*

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> <u>Personal delivery.</u> I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the dwelling unit who signed above. <input type="checkbox"/> <u>Resident or adult occupant unavailable.</u> I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's unit, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the unit or slipped them under the door. <input type="checkbox"/> <u>Resident or adult occupant refused.</u> I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the dwelling refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the dwelling or | <ul style="list-style-type: none"> slipped them under the door. <input type="checkbox"/> <u>Delivery by mail if work is inside dwelling.</u> I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the dwelling unit noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. <input type="checkbox"/> <u>Delivery by mail if work is in common area only.</u> I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected unit in the multifamily housing property (5 or more units) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:" <input type="checkbox"/> will be available at no cost as per item 9 above, or <input type="checkbox"/> was included in the mailing to all affected units. |
|--|--|

Printed name of renovator's representative	Signature of renovator's representative	Date representative signed
Date representative delivered or mailed notice		
Optional: <input type="checkbox"/> telephone or <input type="checkbox"/> fax numbers for more information		



**EMPLOYEE AGREEMENT
REGARDING LOCATOR COMPANY KICKBACK SCHEMES**

Name of employer: _____ (Employer")

Name of employee: _____ (Employee")

This agreement addresses our company policy regarding fraudulent kickback schemes of locator service companies ("locator") who are in the business of referring prospective residents to rental housing owners.

Our policy regarding locator fraud

- Our company strictly forbids employees from participating in any kind of locator fraud or kickback scheme.
- No employee may accept any compensation or gifts of any kind from a locator or its employees or agents.
- No employee may alter a rental application by making additions, corrections, deletions, erasures or any other method.
- All employees must immediately report to their immediate superior any attempt by a locator or its representatives to entice any employee to participate in a scheme in which the employee receives, directly or indirectly, anything of value from a locator.
- Our company utilizes a number of different techniques that can detect locator fraud or kickback schemes.

Future employment prospects for employees fired for violation

- If any of our employees are fired because of a violation of this policy, we will disclose that information to any prospective or future employers who inquire about the employee's employment history.

Agreement by Employee

- I agree to immediately report to my employer any attempt by a locator or its representatives to entice me or any other employee to participate in a scheme in which I or other employees receive, directly or indirectly, anything of value from a locator.
- I understand that it is company policy to immediately terminate any employee participating in a locator kickback scheme.
- I understand that being fired because of illegal conduct makes me ineligible for unemployment compensation benefits from the state and will be a serious obstacle in getting a real estate license of any kind.
- I understand that participation in an illegal locator kickback scheme is the type of offense that can keep me from finding other employment where trust and integrity are required.

Date

Signature of employee

NOT A VALID FORM



Lease Contract Guaranty

Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.

Lease Contract Information

ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease Contract): _____ Unit No. _____ and street address of dwelling being leased: _____

Owner's name: _____ City/State/Zip of above dwelling: _____

Resident names (list all residents on Lease Contract): _____ Monthly rent for dwelling unit: \$ _____

Beginning date of Lease Contract: _____

Ending date of Lease Contract: _____

Guarantor Information

Use for one guarantor only (can include spouse of guarantor)

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card) _____ Your Social Security #: _____

Current address where you live: _____ Driver's license # and state: _____

OR govt. photo ID card #: _____ Birthdate: _____ Sex: _____

Phone: _____ Marital Status: single married divorced widowed separated

Alternate or cell phone: _____ Total number of dependents under the age of 18 or in college: _____

Email address: _____ What relationship are you to the resident(s)? parent sibling

(Please check one) Do you own or rent your home? employer other

If renting, name of apartments: _____ Are you or your spouse a guarantor for any other lease? Yes No

Manager's Name: _____ Phone: _____ If so, how many? _____

YOUR WORK: Present employer: _____ Email address: _____

Employer's address: _____ How long? _____

Work Phone: _____ Position: _____

Alternate phone: _____ Your gross monthly income is over: \$ _____

Supervisor's name: _____ Phone: _____

YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card) _____ Alternate or cell phone: _____

Driver's license # and state: _____ Email address: _____

OR govt. photo ID card #: _____ Present employer: _____

Social Security #: _____ How long? _____ Position: _____

Birthdate: _____ Work phone: _____

Monthly gross income is over: \$ _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____ knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? declared bankruptcy? or been sued for rent? To your

NOT A VALID FORM

In consideration for us to enter into the above Lease Contract with the Resident(s) as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to

sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are required not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

After signing, please return the signed original of this Guaranty to _____
at (street address or P.O. Box) _____
or (optional) fax it to us at _____ Our telephone number _____

Date of signing Guaranty _____

Date of signing Guaranty _____

Signature of Guarantor _____

Signature of Guarantor's Spouse _____

State of Florida
County of _____

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and
voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Printed Name of Notary Public _____

My Commission Expires _____

Signature of Notary Public _____

*Note: Signature of Guarantor and Guarantor's Spouse must be notarized if
lease is for more than one year.*

(Use above space for notary stamp/seal)

FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.

Verification was by phone or face-to-face meeting.

Date(s) of verification _____

Telephone numbers called (if applicable) _____

Name(s) of Guarantor(s) who was (were) contacted _____

Name of Owner's Representative who talked to Guarantor(s) _____





Rental Application for Residents and Occupants

Each co-applicant and each occupant 18 years old and over must submit a separate application.
Spouses may submit a single application.



Date when filled out: _____

ABOUT YOU Full name (exactly as on driver's license or govt. ID card) _____

Your street address (as shown on your driver's license or government ID card): _____

Driver's license # and state: _____
OR govt. photo ID card #: _____

Former last names (maiden and married): _____

Your Social Security #: _____

Birthdate: _____ Height: _____ Weight: _____

Sex: _____ Eye color: _____

Marital Status: single married divorced widowed separated

Are you a U.S. citizen? Yes No Do you or any occupant smoke? Yes No

Will you or any occupant have an animal? Yes No

Kind, weight, breed, age: _____

Current home address (where you now live): _____

City/State/Zip: _____

Home/cell phone: _____ Current rent: \$ _____

Email address: _____

Name of apartment where you now live: _____

Current owner or manager's name: _____

Their phone: _____ Date moved in: _____

Why are you leaving your current residence? _____

Your previous home address: _____

City/State/Zip: _____

Apartment name: _____

Name of above owner or manager: _____

Their phone: _____ Previous monthly rent: \$ _____

Date you moved in: _____ Date you moved out: _____

YOUR WORK Present employer: _____

Address: _____

City/State/Zip: _____

Workphone: _____

Position: _____

Your gross annual income is over: \$ _____

Date you began this job: _____

Supervisor's name and phone: _____

Previous employer: _____

Address: _____

City/State/Zip: _____

Workphone: _____

Position: _____

Gross annual income was over: \$ _____

Dates you began and ended this job: _____

Previous supervisor's name and phone: _____

YOUR CREDIT HISTORY Your bank's name, city, state: _____

List major credit cards: _____

Other non-work income you want considered. Please explain: _____

Past credit problems you want to explain. (Use separate page.)

WHY YOU APPLIED HERE Were you referred? Yes No

If yes, by whom:

Name of locator or rental agency: _____

Name of individual locator or agent: _____

Name of friend or other person: _____

Did you find us on your own? Yes No If yes, fill in information below:

On the Internet Stopped by Newspaper (name): _____

Rental publication: _____

Other: _____

YOUR RENTAL/CRIMINAL HISTORY Check only if applicable. Have you, your spouse, or any occupant listed in this Application ever: been evicted or asked to move out? moved out of a dwelling before the end of the lease term without the owner's consent? declared bankruptcy? been sued for rent? been sued for property damage? been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please indicate below the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. _____

YOUR SPOUSE Full name: _____

Former last names (maiden and married): _____

Spouse's Social Security #: _____

Driver's license # and state: _____
OR govt. photo ID card #: _____

Birthdate: _____ Height: _____ Weight: _____

Sex: _____ Eye color: _____

Are you a U.S. citizen? Yes No

Present employer: _____

Address: _____

City/State/Zip: _____

Work phone: _____

Position: _____

Date began job: _____ Gross annual income is over: \$ _____

Supervisor's name and phone: _____

OTHER OCCUPANTS Names of all persons under 18 and other adults who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: _____ Relationship: _____

Sex: _____ DL or govt. ID card # _____ & State: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or govt. ID card # _____ & State: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or govt. ID card # _____ & State: _____

Birthdate: _____ Social Security #: _____

YOUR VEHICLES List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.

Make and color of vehicle: _____

Year: _____ License #: _____ State: _____

Make and color of vehicle: _____

Year: _____ License #: _____ State: _____

Make and color of vehicle: _____

Year: _____ License #: _____ State: _____

EMERGENCY Emergency contact person over 18, who will not be living with you:

Name: _____

Address: _____

City/State/Zip: _____

Workphone: _____ Homephone: _____

Relationship: _____

AUTHORIZATION I or we authorize (owner's name) _____

to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Applicant's signature _____

Spouse's signature _____

Applicant must also sign on the next page of this Application.

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The National Apartment Association Lease Contract to be used must be the latest version published by the association unless an earlier version is initiated by resident(s) and attached to this Application. The blanks in the Lease Contract will contain the following information:

- Names of all residents who will sign Lease Contract _____
_____;
- Name of Owner/Lessor _____
_____;
- Property name and type of dwelling (bedrooms and baths) _____
_____;
- Complete street address _____
City/State/Zip _____;
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) _____
_____;
- Total number of residents and occupants _____;
- Beginning date and ending date of Lease Contract _____
_____;
- Total security deposit \$ _____; Animal deposit \$ _____;
- Other fees \$ _____;
- Total monthly rent for dwelling unit \$ _____;
- Rent to be paid at (check one) on-site manager's office or at _____
_____;
- Prorated rent for: first month or second month \$ _____;
- Monthly rental due date _____;
- Late charges due if rent is not paid on or before the _____;
- Initial late charge \$ _____; Daily late charge \$ _____;
- Returned-check charge \$ _____;
- (Check one) furnished or unfurnished;
- Utilities paid by owner (check all that apply): electricity, gas, water, wastewater, trash, cable TV, master TV antenna;
- You are (check one): required to purchase personal liability insurance or not required to purchase personal liability insurance;
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): _____

_____.

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current Lease Contract. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information.
2. **Application Fee (nonrefundable).** You have delivered to our representative an application fee in the amount indicated below, and this payment partially defrays the cost of administrative paperwork. *It's nonrefundable.*
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated below. *The application deposit is not a security deposit.* However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties. OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If You Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
7. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the application deposit. *If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (unless checked): a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
9. **Non-approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.
10. **Refund after Non-approval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.
12. **Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
13. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents referred to in the Lease Contract; and (2) all applicable rents and security deposits have been paid in full.
14. **Receipt.** Application fee (nonrefundable): \$ _____
Application deposit (may or may not be refundable): \$ _____
Other move-in fees (may or may not be refundable): \$ _____
Total of above application fee and application deposit: \$ _____
Total amount of money we've received to this date: \$ _____
15. **Signature.** Our representative's signature is consent only to the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.

Acknowledgment. You declare that all your statements in this Application are true and complete. You authorize us to verify same through any means. If you fail to answer any question or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

If you're seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)
 Doctor's name: _____ Doctor's phone: (_____) _____
 Important medical information in emergency: _____

Applicant's Signature: _____ Date: _____
 Signature of Spouse: _____ Date: _____
 Signature of Owner's Representative: _____ Date: _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: (_____) _____
3. Person processing application: _____ Phone: (_____) _____
4. Date that applicant or co-applicant was notified by telephone, letter, or in person of acceptance or nonacceptance: _____
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): _____
6. Name of owner's representative who notified above person(s): _____



Supplemental Rental Application for Non-U.S. Citizens

Each co-resident and each occupant 18 years old and over who is not a U.S. citizen must submit a separate application. Spouses may submit a joint application.

We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

ABOUT YOU	YOUR SPOUSE
Your full name (exactly as on any card or document issued by U.S. Immigration and Naturalization Service): _____	Your full name (exactly as on any card or document issued by U.S. Immigration and Naturalization Service): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____
Please check the U.S. Immigration and Naturalization Service (INS) document that entitles you to be in the United States:	Please check the U.S. Immigration and Naturalization Service (INS) document that entitles you to be in the United States:
<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____	<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____
<input type="checkbox"/> Form I-766 Temporary Resident Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766 Temporary Resident Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-766A Employment Authorization Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766A Employment Authorization Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-94 Arrival-Departure Record (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____	<input type="checkbox"/> Form I-94 Arrival-Departure Record (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____
<input type="checkbox"/> INS receipt for replacement of one of the above documents, with verification by INS of your entitlement to the above.	<input type="checkbox"/> INS receipt for replacement of one of the above documents, with verification by INS of your entitlement to the above.
If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.	If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.
Country issuing your passport: _____	Country issuing your passport: _____
Your passport number: _____	Your passport number: _____
Expiration date: _____	Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____	If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____
Visa expiration date: _____	Visa expiration date: _____

We may ask to make a photocopy of any of the INS documents checked above and, if needed, your passport and visa.

Applicant's signature _____
Spouse's signature _____
Date _____

OTHER OCCUPANTS AND RESIDENTS
Names of all persons under 18 and other adults who will occupy the unit.

OTHER OCCUPANT/RESIDENT Your full name (exactly as on any card or document issued by U.S. Immigration and Naturalization Service): _____

Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____

Country or countries of which you are a citizen (list all): _____

Approximately how long have you been in the United States?
Years: _____ Months: _____

Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? Yes No If yes, please state when and what country or countries (list all): _____

Person in your home country whom we may contact in event of an emergency (optional). Name: _____
Relationship: _____
Mailing address: _____

Email address: _____
Phone: _____

Please check the U.S. Immigration and Naturalization Service (INS) document that entitles you to be in the United States:

Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint).
Card number: _____

Form I-766 Temporary Resident Card (form includes photo and fingerprint).
Expiration date: _____
Card number: _____

Form I-766A Employment Authorization Card (form includes photo and fingerprint). Expiration date: _____
Card number: _____

Form I-94 Arrival-Departure Record (form does not include photo or fingerprint). Expiration date: _____
Form Number: _____

INS receipt for replacement of one of the above documents, with verification by INS of your entitlement to the above.

If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.

Country issuing your passport: _____
Your passport number: _____
Expiration date: _____

Do you have a visa? Yes No
If yes, what type? student work visitor other (specify): _____

Visa expiration date: _____

OTHER OCCUPANT/RESIDENT Your full name (exactly as on any card or document issued by U.S. Immigration and Naturalization Service): _____

Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____

Country or countries of which you are a citizen (list all): _____

Approximately how long have you been in the United States?
Years: _____ Months: _____

Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? Yes No If yes, please state when and what country or countries (list all): _____

Person in your home country whom we may contact in event of an emergency (optional). Name: _____
Relationship: _____
Mailing address: _____

Email address: _____
Phone: _____

Please check the U.S. Immigration and Naturalization Service (INS) document that entitles you to be in the United States:

Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint).
Card number: _____

Form I-766 Temporary Resident Card (form includes photo and fingerprint).
Expiration date: _____
Card number: _____

Form I-766A Employment Authorization Card (form includes photo and fingerprint). Expiration date: _____
Card number: _____

Form I-94 Arrival-Departure Record (form does not include photo or fingerprint). Expiration date: _____
Form Number: _____

INS receipt for replacement of one of the above documents, with verification by INS of your entitlement to the above.

If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.

Country issuing your passport: _____
Your passport number: _____
Expiration date: _____

Do you have a visa? Yes No
If yes, what type? student work visitor other (specify): _____

Visa expiration date: _____

We may ask to make a photocopy of any of the INS documents checked above and, if needed, your passport and visa.

NOT A VALID FORM





**Supplemental Rental Application for Units
Under Government Regulated Affordable Housing Programs**



Date: _____
(when this Application is filled out)

- SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
- EMPLOYMENT UPDATE.** Present employer: _____
Address: _____ City, State, Zip: _____
Work Phone: _____ Position: _____

- HOUSEHOLD COMPOSITION.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above? Yes No. Does anyone plan to live with you in the future who is not listed above? Yes No. If you answered "Yes" to any question, please explain: _____

Are any of the household members listed above: Foster children? Yes No Live-in attendants? Yes No

- ANNUAL INCOME.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

Gross Monthly Income Source: Indicate whether anyone in your household receives income from the following	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Court Ordered Child Support or Alimony (regardless whether paid) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$	\$	\$

- ASSETS.** List all assets of all adults and persons in your household, including those under the age of 18.

TOTAL \$ _____

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keogh Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

- CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. You certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application.
- RECERTIFICATION.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the NAA Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application

