

# CROSSVIEW

## PROPERTY MANAGEMENT

### RESIDENTIAL LEASE

- PARTIES** – This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ to rent \_\_\_\_\_, hereinafter described as “Property,” by \_\_\_\_\_, hereinafter referred to as the TENANT, and **CrossView Property Management** or legally appointed representative of CROSSVIEW PROPERTY MANAGEMENT, hereinafter described as “Owner’s Agent,” whose mailing address is: 9393 Mill Springs Dr, Suite 220, Jacksonville, FL 32257. Owner’s Agent is defined as the person(s) or entities with legal authority to lease the premises.
- OCCUPANCY** – Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: \_\_\_\_\_  
A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.
- TERM** – In consideration of the mutual promises contained herein, Tenant and Owner’s Agent agree as follows: Lease and Rental Payments are to begin on the \_\_\_\_\_ day of \_\_\_\_\_ and will end on the \_\_\_\_\_ day of \_\_\_\_\_. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD’S option without LANDLORD being liable for any expenses caused by such delay or termination.
- RENT** – TENANT agrees to pay the monthly rent amount of \_\_\_\_\_ on the **1st** day of each month without demand to CROSSVIEW PROPERTY MANAGEMENT. TENANT acknowledges in the event Tenant would like to extend their lease there will be a renewal charge of \_\_\_\_\_ upon signing of the new lease.
- PRORATED RENT** – TENANT agrees to pay the sum of \_\_\_\_\_ as pro-rated rent for the period of \_\_\_\_\_ to \_\_\_\_\_. **An amount equivalent to a full month’s rent is required upon move in.** Rent paid in excess of the pro-rated amount due will be applied to rent due for the second month of the lease.
- SECURITY DEPOSIT** – Owner’s Agent acknowledges receipt of SECURITY DEPOSIT in the amount (\$ \_\_\_\_\_) \_\_\_\_\_ dollars, receipt of which is hereby acknowledged. The Security deposit will be held in a non-interest bearing escrow account at Bank of America, 9225 Baymeadows Rd, Jacksonville, FL 32256. Security deposit cannot be used to pay for last month’s rent.

DEPOSITS – 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.

7. **LATE PAYMENT AND RETURNED PAYMENTS** – The rent shall become due and payable on the first (1st) day of the month. TIME IS OF THE ESSENCE in this agreement. A late fee of **10%** plus **\$5.00** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **3rd** day of each month. If TENANT'S payment is dishonored, all future payments must be made by money order or cashier's check; dishonored payments will be subject to the greater of 5% of the payment amount or a \$40.00 charge as additional rent. Returned checks and all future rents must be reimbursed by either CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER. All unpaid late charges returned check fees, and all other sums under this rental agreement shall be considered as additional rent. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three-Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above.

TENANT agrees that in the event rent is not paid or TENANT is in violation of the lease or the law and it becomes necessary to post an notice or deliver any notice to the TENANT, TENANT agrees to pay the LANDLORD, as additional rent, a posting/delivery fee of \$75.00 for the service of such notice. Tenants agree that all such fees shall be deemed as additional rent due.

8. **APPLICATION** – If Tenant has filled out a rental application, any misrepresentation made by the Tenant in same will be a material breach of this Agreement, and Landlord may terminate the tenancy without providing the Tenant an opportunity to cure. Lease may be contingent upon association approval of tenancy; when applicable, Tenant agrees to make good faith effort in diligently complying with association approval process.
9. **ASSOCIATION APPROVAL** – Where applicable, this Contract is subject to and contingent upon the Prospective Tenant(s) being approved by the condominium/cooperative/homeowners' association. In the event Prospective Tenant(s) are not approved, this Contract will terminate, and all deposit(s) made will be refunded to the Prospective Tenant(s) unless otherwise specified. The parties will make all reasonable efforts, including any required personal appearances to obtain Association approval. Tenants agree to abide by all rules & regulations of the Homeowners' Association and their representatives.

10. **PETS** - Tenant shall not keep any animals on said premises without the written consent of the Owner's Agent. The unauthorized presence of any pet is clearly considered an absolute violation of this rental agreement and will subject Tenant to a **FIVE-HUNDRED DOLLAR (\$500.00)** pet fee per pet and possible eviction. The following breeds and or mixed breeds are not allowed on the property - *German Shepherd, Akita, Chow, Rottweiler, Doberman, Great Dane, Pit Bull, Staffordshire Bull Terriers, American Bull Dog, Dalmatian, Presa Canarios, Alaskan Malamutes or Siberian Husky.* **Tenant must provide a picture of their pets prior to acceptance of application.** *Owner's Agent reserves the right to require a statement from a veterinarian validating the breed.*
  
11. **ASSIGNMENTS/SUBLETTING** – Tenant(s) shall not assign this lease agreement, transfer any interest, advertise, or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement. Roommates are not permitted without written approval of Owner's Agent. If a roommate is permitted, they may not move in until an application is completed and approved.
  
12. **VEHICLES** – Vehicle(s) must be currently licensed, owned by Tenant, registered, operational and properly parked. Tenant agrees to abide by all parking rules established now or in the future by Landlord or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats, or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. Tenant is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of Landlord are unauthorized vehicles subject to being towed at Tenant's expense. Parking on the grass is prohibited. Tenant agrees to fully indemnify and hold Landlord and the Landlord of the premises for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of Tenant. Tenant agrees that only the following vehicles will be parked on the premises:  
(make/model/tag)  
  


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13. **SATELLITE DISHES** may not be installed at the property without the written consent of the Owner's Agent. This consent will not be unreasonably withheld. Obtaining consent can take up to a week since in many instances, the installation must be consistent with Homeowners' Association rules. Installation on the roof will not be permitted.
  
14. **SWIMMING POOL** – If applicable, Owner's Agent agrees that tenants may utilize the property's swimming pool. Unless otherwise noted, Tenants will be responsible for normal maintenance and repair of pool (normal wear and tear excluded). Tenant assumes full liability resulting from use of the pool and agrees to hold the Owner and Owner's Agent harmless from any and all claims resulting thereof.
  
15. **ACCEPTANCE OF PROPERTY** – Tenant has inspected property before the execution of the Rental Agreement and agrees to accept property in its present condition. Tenant agrees to keep interior in good repair and clean condition. At the termination of this agreement, the Tenant agrees to promptly surrender said premises to Owner's Agent in the same condition as said property was at the time during the execution of this agreement.

16. **REPAIRS AND MAINTENANCE** – Tenant agrees to utilize the portal to submit to Owner’s Agent any and all repair requests for the Property. In the event of damage by fire, water, acts of God, tenant shall notify Owner’s Agent immediately. Owner’s Agent agrees to make any necessary repairs to the property within a reasonable time provided there is written and dated receipt of such notification. The Tenant will be responsible for any damage to the property beyond ordinary wear and tear and for the cost of service calls if the vendor is not able to confirm an issue reported by the tenant. The tenant agrees to reimburse Owner’s Agent for expenses related to these matters within a thirty (30)-day period. Owner’s Agent shall not be responsible or liable for any damage or injuries to the Tenant, his family, or guests. Tenant agrees to maintain the premises in a safe and clean manner. If at any time, it is determined that dust has accumulated on the A/C coil or A/C condensation drain lines are clogged due to TENANT’S failure to timely change an A/C filter or maintain the condensate line, TENANT agrees to pay for professional coil cleaning and/or condensation line cleaning charge. TENANT shall be liable for any damages to the A/C or heating system as a result of TENANT failure to timely change the filters or add vinegar. TENANT agrees that the information binder is made part of and is an addendum to this Lease. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred. Examples of items that should not be flushed down the toilet(s) or sent down other plumbing drains, include, but are not limited to, wipes, “flushable” wipes, sanitary napkins, feminine products, diapers, refuse, dental floss, grease, coffee grounds, or paper towels.

17. **FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions, or improvements and if permission granted, same shall become LANDLORD’S property and shall remain on the premises at the termination of the tenancy. If TENANT does not receive advance approval and makes the changes/improvements without it there will be a \$100 non- permission fee due immediately and TENANT shall be in default of the Lease agreement and subject to eviction. If an improvement or alteration is permitted, at move out it may be required that TENANT return the alteration to its original condition. All improvements or alterations to the property become the sole property of the LANDLORD and are at TENANT’S sole expense. TENANT shall not install or use, nor permit to be installed or use, any equipment or personal property of any kind that will require any alteration or additions to, or create an overload an any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the Premises. If it is discovered TENANT overload of the system has occurred, TENANT will be responsible for any sums due by the vendor.

18. **UTILITIES/SERVICES** – If marked, the expense and responsibility of the following items are to be that of the Tenant.

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|--|---|
| <input type="checkbox"/> Electric (all meters) | <input type="checkbox"/> Oven Drip Pans                           |
| <input type="checkbox"/> Water (all meters)    | <input type="checkbox"/> Light Bulb Replacement                   |
| <input type="checkbox"/> Sewer                 | <input type="checkbox"/> Smoke Alarm Battery Replacement          |
| <input type="checkbox"/> Gas Utilities         | <input type="checkbox"/> Change AC Filter Min. Every 1 Month      |
| <input type="checkbox"/> Locks/Keys            | <input type="checkbox"/> Adding Vinegar to A/C Drain Tube Monthly |
| <input type="checkbox"/> Water Softener Salt   | <input type="checkbox"/> Refrigerator Water Filter                |

Rodent, Insect & Pest Eradication (including, but not limited to rats, mice, roaches, ants, fleas and bed bugs).

\_\_\_\_\_ Lawn/Yard Maintenance (including, but not limited to, mowing, and edging weekly/ bi-weekly (as needed), trimming shrubs and bushes, watering the lawn, and weed removal.

The Tenant(s) recognize the fact that it is their responsibility to immediately bring any issues (including malfunction of irrigation system) to the attention of the Owner's Agent. This notification must be done in writing. An email will suffice. The tenant must immediately notify the Owner's Agent if sod, bugs, or weeds are present.

Prior to receiving keys, tenant agrees to provide confirmation of utility accounts set up in their name effective with their lease start date. **THE TERMINATION OF ANY UTILITY OR SERVICE OR THE FAILURE TO TRANSFER SAID UTILITY OR SERVICE IN TENANT(S)' NAME IS A MATERIAL NONCOMPLIANCE OF TENANT(S) TO THIS RENTAL AGREEMENT.**

In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide, or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the municipality or county decides to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. TENANT is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if TENANT chooses to have phone land line service and/or cable service.

19. **COURTESY ITEMS** – The Landlord of the premises may designate certain equipment in the premises as courtesy items. If a courtesy item breaks, the Landlord of the premises may or may not fix it, and the Tenant shall not be entitled to withhold or offset rent should Landlord elect to not repair or replace the same. If it elects not to fix the same at their sole discretion and without any obligation, then the Tenant can choose to fix or replace these items or simply not use them. If Tenant fixes the item, it remains the Landlord's property along with any such improvement(s). If Tenant replaces the item, it becomes property of the Tenant. Requests to fix/replace courtesy items need to be made in writing so the Landlord and Tenant understand and agree that such repair requests are not required to be made by Landlord. None of these repairs are deemed by the Parties to make the premises uninhabitable in the event of disrepair. Courtesy Items include, but are not limited to washers, dryers, icemaker/water dispenser, jacuzzi/hot tub, extra refrigerators, water softeners, security alarm system.
  
20. **DAMAGE** – The tenant agrees to accept responsibility for any damage to the property caused by the Tenant, the Tenant's family, or guests. Tenant also accepts the risk of damage to Tenant's property, which may be placed in the leased premises, including such property in storage areas, parking areas, or in any part of the property. The Tenant hereby waives any and all claims against the Owner or Owner's Agent in regard to any loss of liability or damage suffered by tenant as a

result of any malfunction to the water, sewer, or drain pipes, and Tenant further agrees that the Owner or Owner's Agent shall not be responsible for any loss or damage suffered as a result of any failure from the air conditioning, refrigerator, utility services, or temporary loss of the residential heating apparatus. Tenant is aware that they are required to have a renter's insurance policy. Owner or Owner's agent will not be responsible for loss or damage of any of the Tenant's property, no matter the cause.

21. **USE OF PREMISES** – TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT permitted on the premises. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter, or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without LANDLORD'S prior written consent.
22. **LIABILITY** – Owner or Owner's Agent shall not be liable for personal injury to Tenant, Tenant's family, or guests, or for any loss to personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or any other causes whatsoever. Owner and Owner's Agent advise that tenants are required to have a renter's insurance policy in place.
23. **TENANT'S OBLIGATIONS REGARDING PERSONAL PROPERTY** – Tenants agree the rental premises is in an area that may be subject to storms, and thus, it is necessary for Tenants to take steps to protect one's personal property including but not limited to securing items that may become projectiles, keeping important documents in a location safe from damage, providing for the safekeeping of keepsakes, and obtaining appropriate insurance. Tenants understand that even with precautions, damage to personal property, including vehicles, may occur.
24. **INDEMNIFICATION** – Tenant hereby agrees to release Owner and Owner's Agent from liability and indemnify Owner and Owner's Agent against all losses incurred as a result of (A) Tenant's failure to fulfill all conditions of this agreement (B) any damage or injury happening on or about the property to Tenant, Tenant's invites, licensees, or such person's property, (C) Tenant's failure to comply with all requirements, imposed by any government authority, and (D) any judgment, lien, or other encumbrance filed against the property as a result of Tenant's action.
25. **PERSONAL PROPERTY GUIDELINES** – All walks, yards, drives, and parking areas to be kept free and clear of all property such as toys, bicycles, buggies, motorcycles, etcetera. Other than changing a tire, car repairs or dismantling is prohibited. Inoperative vehicles, including those with flat tires, cannot be parked on the premises. Oil and gas spills will be cleaned up at the Tenant's expense. Parking vehicles such as mobile homes, trucks, campers, boats, trailers, cars, etc., on the lawn is prohibited. Tenant agrees not to install additional locks without the written

consent of Owner's Agent. If consent is granted, Tenant agrees to give Owner's Agent duplicated keys for each lock the same day of installation. Tenant agrees to obey all Homeowners' Association Rules and Regulations. Any fines levied because of Tenant's non-compliance will be the responsibility of the Tenant and shall be considered additional rent.

26. **RIGHT TO ENTER** – Owner or Owner's Agent shall have the right to enter the premises to inspect, provide maintenance, make repairs, place a lockbox for showings, or to show a prospective purchaser or tenant during reasonable hours and with proper notification to Tenants as provided by law. "Reasonable Notice" is notice given at least 24 hours prior to the entry and reasonable time shall be between the hours of 8:00 am and 7:00 pm. Notification to enter may be by telephone call, text, hand-delivery, email, or by posting a Notice on the premises. Owner or Owner's Agent has the immediate right to enter the premises in case of emergency or to protect the premises. Should Tenants fail to allow entry to the premises after proper notification to them, they shall be responsible to Owner or Owner's Agent for liquidated damages in the amount of \$100 per event. These liquidated damages will apply if Tenants fail to meet a scheduled appointment, change the locks to prevent entry, or have a pet or other animal which makes entry dangerous. Tenant agrees that Owner's Agent is permitted to display a "For Rent" or "For Sale" sign. In addition, tenant agrees to allow Owner's Agent to place a lockbox for showings.
27. **DEFAULT BY TENANT** – Should Tenant default in the payment of any installment of rent or compliance with any other provision of this agreement, Owner's Agent may terminate this agreement and institute all remedies provided by the law to evict Tenant. All costs and attorney's fees for removing the Tenant shall be considered additional rent.
28. **RADON GAS** – Radon gas is a naturally-occurring, radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
29. **OTHER STIPULATIONS** – 1) Tenant shall report any and all infestation in the yards or house to Owner's Agent immediately. 2) The Tenant shall take reasonable precautions to PROTECT THE PLUMBING IN THE EVENT OF FREEZING TEMPERATURES AND BE RESPONSIBLE FOR DAMAGES AS A RESULT OF FREEZING TEMPERATURES, INCLUDING PLUMBING REPAIRS NECESSITATED AS A RESULT OF TENANT NOT TAKING PROPER PRECAUTIONS. 3) All communication between the Owner's Agent and Tenant will be done in writing through Owner's Agent.
30. **SMOKE DAMAGE** – Smoking in the residence is prohibited. Tenant agrees to be responsible for damage to carpet, paint, and other interior surfaces because of smoke odors and tar deposits due to smoking. Smoke and tar deposits may require carpet cleaning, painting, washing of walls, blinds, duct cleaning, and deodorizing and neutralizing.
31. **SMOKE DETECTORS** – Tenant acknowledges receipt of smoke detection devices in good working condition and properly installed. Tenants agree that it is their duty to regularly test the smoke detector(s) and agree to notify Owner's Agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Owner's Agent shall repair or replace the smoke detector(s), assuming the availability of labor and materials in the event we notify Owner's Agent of any defect in writing. Tenants agree to replace the smoke detector(s) battery(s) and carbon monoxide battery(s), if any, at any time the existing battery becomes unserviceable.

Chirping might occur if batteries need replacement. Tenants agree to reimburse Owner's Agent upon request, for the cost of a new smoke detector(s) and the installation thereof in the event the existing smoke detector(s) becomes damaged by tenants, or their guests or invitees. Tenants acknowledge and agree that Owner's Agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and tenants assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s). No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by Owner's Agent or employees to tenants regarding said smoke detector(s) or the alleged performance of the same, Owner's Agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or all other expressed or implied property caused by: (1) Tenants failure to regularly test the smoke detector(s); (2) Tenants failure to notify Owner's Agent of any problem, defect, malfunction, or failure of smoke detector(s); (3) Theft of the smoke detector(s) or its serviceable battery; and/or (4) False alarms produced by the smoke detector(s).

32. **FIREPLACE** – If present, the tenant will use the fireplace at their own risk. The tenant will immediately notify the landlord of any repairs required in the operation or structure of the fireplace. The tenant will pay the full cost of the repairs to the fireplace or the rental premises for damage caused by the negligence use or maintenance of the fireplace by the tenant or the tenant's tenants, guests or invitees. The tenant acknowledges that the operation of the fireplace could produce poor air quality. The tenant assumes all liability for any property damage or personal injury due to the negligent operation of the fireplace. Tenant will read & comply with the Fireplace Safety Tip Sheet published by the Fire Safety Administration at [http://the707.net/wpcontent/uploads/sites/1298/2015/06/Wood\\_Burning\\_Safety\\_Tip\\_Sheet.pdf](http://the707.net/wpcontent/uploads/sites/1298/2015/06/Wood_Burning_Safety_Tip_Sheet.pdf). The tenant acknowledges that the fireplace is an amenity, and its use is not a material term of the lease should the landlord choose to disable the fireplace during the term of the lease.

33. **VACATING** – THE TENANT SHALL GIVE NOT LESS THAN THIRTY (30) DAYS' WRITTEN NOTICE PRIOR TO THE END OF THE RENTAL TERM OF THEIR INTENT TO VACATE UPON THE EXPIRATION OF THIS RENTAL TERM OR MAY BE SUBJECT TO CLAIM AGAINST TENANT'S DEPOSIT. **If Tenant fails to give written notice of intent to vacate, this agreement will automatically renew itself on a month-to-month basis. The tenant will be given advanced notice regarding the increase in rental amount and associated fees. Other terms and conditions as stated in this rental agreement shall be the same. The month-to-month agreement shall be subject to termination by either party giving at least thirty (30) days' written notice of intent to vacate. Agent may give tenant written notice prior to the end of the rental term that the term will not extend to a month-to-month tenancy.**

TENANT(S) agree to provide LANDLORD with a copy of its receipt for the payment of professional carpet cleaning services for all carpeted area(s) of the PREMISES at move-out. Should TENANT(S) fail to meet this requirement on a timely basis, or if the carpets of the PREMISES are not cleaned to the satisfaction of LANDLORD in his/her sole discretion, TENANT(S) agree that LANDLORD and/or the LANDLORD of the PREMISES shall be able to withhold the cost of professional carpet cleaning from TENANT(S) security deposit.



If the LANDLORD does not receive the keys from the TENANT(S) on or before the last day of the Term of this lease AGREEMENT, the cost of rekeying the unit will be the sole responsibility of TENANT. The keys to the rental property must be turned in to the rental office.

Tenant must leave on utility services for one business day after their lease expires.

**VACATING PRIOR TO EXPIRATION** – In the event Tenant vacates said premises for whatsoever reason prior to the expiration of this agreement or any extension of same, with or without notice, unless modified by a separate addendum, the Tenant agrees to pay rent when due, pay any reletting fees, continue utility services, and maintain the grounds and pool in accordance with this rental agreement until the property is either re-rented, sold, or the rental agreement expires, whichever event comes first. If the Tenant refuses to move into the premises after executing this agreement, all the Tenant’s duties under this agreement, unless modified by a separate addendum, will be enforced for the period of time stated above.

**PERSONAL PROPERTY – BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT’S PERSONAL PROPERTY.** It is further understood that Tenant will be charged for any personal property or trash that must be hauled away once tenant has abandoned or vacated the premises.

34. **WAIVER OF JURY TRIAL** – All controversies and claims between Owner, Owner’s Agent, Broker, and Tenant(s), directly or indirectly arising out of or relating to this agreement will be determined by a non- jury trial. Owner’s Agent, Broker and Tenant(s) jointly and severally, hereby knowingly, voluntarily and intentionally waive all right to a trial by jury in any litigation, action or proceeding involving Owner’s Agent, Broker, and Tenant (s), whether arising directly or indirectly from this agreement or relating thereto. Each party will be liable for their own costs and attorney’s fees. Notwithstanding the foregoing, in the event of a dispute between Owner’s Agent, Broker, and Tenant(s) as to entitlement to deposit(s), Tenant(s) hereby agrees that Broker holding the deposit must disburse the funds in accordance with Florida Statutes.
35. **MISCELLANEOUS** – It is expressly understood that Owner’s Agent in no way warrants or represents the quality of the indoor environment of the premises and no claims will be made as to Owner’s Agent regarding same or regarding consequence of any health claims that may arise as a result of any airborne particulate, including but not limited to molds, mildew, spores, and electromagnetic fields, whether natural or man-made. Owner’s Agent hereby advises Tenant(s) that all inspections performed by Owner’s Agent are primarily for purposes of discovering and noting certain cosmetic conditions which may or may not affect the property’s working condition and is primarily intended to affirm the “As is” condition of the property. The provisions of the “Property Inspection” signed by Tenant and Owner, or Owner’s Agent’s, are expressly herein. All notices and communications required to be given at the addresses set forth herein. No modification of this agreement shall be effective unless in writing and signed by the parties. This agreement shall not be construed more strictly against one party by reason of the rule of construction that a document is to be construed more strictly against the part who prepared it. This agreement may be executed in any number of counterparts, any one or all of which shall be deemed an original.

This lease represents the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous negotiations, understanding and agreements between the parties, this agreement shall be interpreted and enforced according to the laws of the State of

Florida and venue shall lie in the county in which the property is located. Section and paragraph heading in this agreement are for identification purposes only and shall not be deemed to control interpretation. If any of the terms or conditions of this agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this agreement. Except where the context requires otherwise, the duties of Tenant and Owner’s Agent shall survive the termination of this agreement and the transfer of title to the property. IN TESTIMONY, WHEREOF, the parties hereto have set their hands, the date set forth as shown below.

The signature of Tenant acknowledges that Tenant has read and understands the terms and conditions of said rental agreement.

\_\_\_\_\_  
Tenant Signature Date

\_\_\_\_\_  
Tenant Signature Date

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Tenant Signature Date

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Tenant Signature Date

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Owner’s Agent Signature Date