

Once you decide you want the unit and apply, you are agreeing that you accept it in "as-is" condition as you toured it other than what is communicated in writing. There are no "improvements" or "upgrades" promised or implied unless stated or agreed to in writing. For example, usually all units are delivered to you professionally cleaned and with carpets cleaned. However, units may or may not have paint touched up/redone or other improvements depending on rent rate and overall condition. Discuss these items with Property Manager prior to application. All homes are individually owned. Condos or townhouses are not apartments. You have certain responsibilities to provide access and maintenance similar to an owner. This "Sample Lease Package" below has terms/forms that may or may not apply to your home and lease. For example, pets, pools, waterfront, lawn sprinklers, inside an HOA or gated community or Condo building and more will require different lease terms or documents. The leases are custom made, depending on the characteristics of the home and the lease terms required by the property or individual owner.

**ALL properties and leases will have these minimum move-in services performed and terms for move-out charges:**

- 1) Mandatory cleaning charge to tenant upon move OUT (at the actual or estimated cost). Whether in one year or ten years, this amount will depend on the overall care and cleanliness of the unit. Everyone has a different idea of "clean". To avoid any disputes about "level of clean" and to ensure uniformity upon move in and move out, all units are professionally cleaned in the same manner prior to move in. A "perfectly clean" unit is neither required nor should be expected.
- 2) Mandatory minimum carpet cleaning charge to tenant upon move OUT (if there is carpet, at the actual or estimated cost). Same idea as above. Units with animals or heavy usage may require more extensive cleaning.
- 3) Mandatory lock re-key fee to tenant upon move OUT at actual costs. When you move in, locks are re-keyed for additional safety. This includes any garage door openers. The cost depends on the number and condition of locks at move out.

Each home is of varying age and quality and condition of wear and are priced accordingly. All units will be delivered as required in cleaned and functional (not necessarily perfect or brand new) condition. This also includes working appliances, plumbing/light fixtures, electric, smoke detectors, fire extinguisher, entry doors, unless otherwise noted in your lease. What is NOT expected, is a tenant to move in and then make a long list of items they are "not satisfied" with or "think" are "old" and should be fixed/upgraded/replaced. For example, a loose cabinet hinge or paint chips on the corners of a wall, a dent in a door does or one that does not close perfectly (does not mean replace the door), a cracked crisper drawer in the fridge, scuffs on a baseboard, an older or loose toilet seat, do not necessarily require repair. Paint, carpet or other replacement/repairs may or may not occur depending on the age/condition of the item/unit and rent charged. Property Manager will also make an inspection of the unit upon tenant move out and document any existing damage so that the new tenant is not held responsible. Other items that may be subject to repair/replacement. These items may be repaired prior OR after your move in depending on lease timing. If a tenant wants improvements beyond what is normally presented, we are happy to discuss an increased rent level to allow for that possibility.



## RESIDENTIAL LEASE

This agreement between **OWNER**, hereinafter referred to as the LANDLORD, through its agent and **TENANT** hereinafter referred to as the TENANT, concerning the lease of the following described property: **ADDRESS, Tampa, FL** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

**TERM OF LEASE:** **August 31, 2023 to August 31, 2024.** 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. TENANT shall not be granted possession of the premises until such time that the lease begins and all sums payable per the lease have been paid to the LANDLORD.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Daniella Arcila**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**PRORATED RENT:** TENANT agrees to pay the sum of **\$66.50 due on or before August 24, 2023** as pro-rated rent for the period **August 31, 2023 to August 31, 2023.**

**RENT:** TENANT agrees to pay the monthly rent amount of **\$1,995.00** on the **1st** day of each month in advance without demand at **FISHER PROPERTIES GROUP, LLC, 229 E. Davis Blvd., Tampa, FL 33606** Phone number **(813) 321-5677** Emergency phone number **(813) 321-5677**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **10%** plus **\$10.00** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **1st** day of each month. At any time prior to or during the lease term, LANDLORD, upon written notice to TENANT by mail, email, or text may change the method in which TENANT is to pay the rent or any other sums owed under the Lease agreement and any addenda, and, TENANT agrees to use the method determined by LANDLORD beginning with the next payment due. TENANT acknowledges in the event electronic payments and/or direct deposits are permitted, LANDLORD reserves the right to suspend or terminate electronic payments and/or direct deposit arrangements in the event of default by TENANT under this lease and to demand payment at a physical address. If the LANDLORD'S or management's payment processor, software provider, or bank imposes any fees or charges for payment acceptance and/or processing now or in the future, TENANT(S) agrees that these charges shall be paid by TENANT(S) as additional rent that is due and payable without demand. Cash payments are not accepted. 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. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. 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.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval. If approved, shall require additional deposit, registration of vet records, and flea treatment fee upon move out

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of **\$1,945.00**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. Security deposit refunds or other refunds, if

any, are normally made in one payment in the names of all TENANTS, but LANDLORD has the option to divide the refunds, if any, into equal amounts made payable to each individual TENANT. All refunds, if any, shall be made by mail or electronically, at the option of the LANDLORD. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with **Truist Bank, 601 W. Platt St., Tampa, FL.** **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.**

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his or her intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he or she forfeits his or her right to impose a claim upon the security deposit.

(b) Unless the TENANT objects to the imposition of the LANDLORD'S claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his or her claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his or her right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

**ASSIGNMENTS/SUBLETTING:** TENANT shall not assign this lease, 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.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. 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.

**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.

**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, incense, and any other smoke producing items are NOT permitted on the premises and TENANT will be responsible for any reasonable

expenses incurred by LANDLORD in removing such odors on the premises. TENANT is prohibited from storing or using on or near the premises a gasoline, diesel, LP, natural gas, or propane powered electric generator without prior written approval by LANDLORD and a Generator Use Addendum signed by all parties. TENANT shall not be permitted to keep any electrically powered bicycles, scooters, skateboards, hoverboards or any other transportation products using rechargeable batteries inside the property. TENANT may only keep these products in the garage if a garage is provided as part of the property. 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. When applicable, use of sheds and/or storage areas on the property is at TENANT'S discretion. Maintenance of sheds, storage areas, or detached out buildings will not be provided and TENANT should take care to protect any items in these spaces from moisture, pests, water intrusion or other damages. If an elevator is present, it is agreed and understood by TENANT(S) that the elevator may become inoperable, unusable, or out of service necessitating use of the stairs. TENANT(S) agrees to hold LANDLORD, including the property management company, agents, and assigns, harmless for any liability regarding inconvenience arising from the elevator's unavailability. TENANT(S) further agrees that elevator outages will not be a basis to terminate the lease early, withhold rent or receive a rent abatement and TENANT(S) agrees that the elevator is an amenity only and not in the control of the LANDLORD.

**SMOKING:** Smoking or vaping of any substance is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking or vaping on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking or vaping on the premises, TENANT will be fully responsible for eradication of smoke related or vaping related odors and repair of any damage due to the smoking or vaping. TENANT agrees that smoke or vaping related damages will in no way be considered ordinary wear and tear.

**RISK OF LOSS:** All TENANTS' personal property in and on the premises including but not limited to vehicles shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, trees and branches, flood, rain or wind damage, electrical surges, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **TENANT is strongly urged to secure insurance for personal property.**

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S or guest(s) violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT or guest to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S or guest(s) actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent. TENANT shall be responsible for a \$50.00 posting charge as additional rent for any notice related to TENANT'S default under the lease terms, including but not limited to three-day notices to pay rent and seven-day notices of noncompliance.

**ATTORNEY'S FEES:** The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: **NONE**. The TENANT agrees to pay all charges and deposits for **all** other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. If TENANT does not fulfill the lease term, TENANT will remain responsible for all utility charges otherwise delegated to TENANT through the lease expiration date. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. 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.

**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 expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT shall not use or install any portable or permanent electric or hybrid vehicle charger in or on the premises without the prior written permission of OWNER and an EV Vehicle Addendum signed by all parties. TENANT agrees that only the following vehicles will be parked on the premises: **2019 Mini Cooper.**

**MAINTENANCE/INSPECTION:** TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT is responsible for the expense of any service calls requested by or due to the TENANT deemed to be unwarranted or unnecessary by the service technician or vendor, or, if the service technician deems the service call need is due to the TENANT'S misuse, negligence or intentional acts, or, if the service technician is unable to gain access due to TENANT'S actions or inactions, even if the other terms of this lease would ordinarily make the LANDLORD responsible for such a service call and/or repair charge. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, OVEN RINGS/DRIP PANS, LOCKS/KEYS, LIGHT BULBS, SMOKE ALARM BATTERIES, SCREENS and INTERIOR EXTERMINATION.** Unless otherwise stated in the lease, LANDLORD shall not be responsible for any exterior extermination. TENANT, at TENANT'S expense, is responsible for all batteries, replacement of fan pull switches/chains, shower extension sprayer wands and mounts, appliance filters and for all remote controls including for fans and garage/gate openers. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. Unauthorized repairs or other work or services conducted by or through TENANT on the premises will constitute a default under this lease, and TENANT will not be compensated by LANDLORD for any unauthorized repairs or other work or services conducted on the premises by or through TENANT. TENANT agrees that they shall immediately test each smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the refrigerator has a water filter, TENANT shall be responsible for purchasing and changing the water filter, as needed. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. All plumbing stoppages, and resulting damages and costs, are TENANT'S responsibility, except for a failure of the drain line or pipe, such as collapse or breakage, tree root invasion, to the extent that it was not caused or contributed to by Tenant or TENANT'S guests or invitees, whereby continuous stoppages would be expected, and proper drainage could not continue. Additionally, 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. TENANT shall make certain that the washing machine drain hose is properly and securely inserted into the drain and the dryer vent exhaust is installed properly and is



not damaged, crushed, impeded in any way or pulled out. TENANT shall be responsible for any damages or costs incurred due to improper drain hose and or dryer vent exhaust not operating, installed or maintained properly. If the property has an alarm system, or if TENANT is authorized by LANDLORD to have an alarm system installed, TENANT at TENANT'S expense, is responsible for any costs related to the alarm system, including, but not limited to, activation fees, false alarm fines, repair fees, and monitoring fees. TENANT agrees to notify LANDLORD in writing of alarm codes. In the event property has a pool, TENANT, at TENANT'S expense, agrees to maintain adequate water level in the pool at all times so that the skimmer system and pool pump function properly, and shall be responsible for damage to the system and/or pump if damage occurs due to the water level falling below the skimmer level due to TENANT failing to add water to the pool as necessary on a regular basis. In addition to any other items listed for TENANT'S convenience, to the extent the property has any water softener equipment, any filtration system, intercom system, or built in speakers, these are also for TENANT'S convenience only and are not warranted for maintenance, repair or replacement. TENANT is responsible for damage to any of these items attributable to TENANT. If the property has an irrigation system, TENANT agrees to water lawn through the irrigation system and in accordance with city/county/HOA regulations. In the event TENANT is not in accordance with city/county/HOA water restrictions and a fine is imposed, TENANT is responsible for payment of said fine(s). TENANT shall promptly notify LANDLORD of any irrigation system malfunction. If a private swimming pool is present on the premises, TENANT, at TENANT'S expense, agrees to maintain water level in the swimming pool at mid-skimmer level; TENANT shall be responsible for any damage to the pool, skimmer system, pool pump, other pool equipment, or other incidental damage for failure to keep water level at mid-skimmer level.

**VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT, at TENANT'S expense, is responsible for all reasonable costs related to restoring walls because of holes caused by pictures, frames, or other sources. TENANT agrees to have the tile and wood flooring cleaned professionally upon move-out or will incur a minimum cleaning charge for the above referenced flooring to be deducted from the security deposit at Market Rate. TENANT acknowledges a re-key fee will be assessed at market rate upon TENANT vacating. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit at Market Rate.

**END OF TERM:** No month-to-month tenancies will be allowed. Unless a new lease is executed prior to the expiration date of this lease, TENANT must fully vacate the premises as of the lease expiration date, or TENANT shall additionally be liable for holdover (double) rent thereafter and subject to eviction as a holdover tenancy without further notice.

**RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery, email or posting to TENANT, has the right of entry to the premises for showings, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. In the event of any vandalism or other intentional damage on the premises, LANDLORD is not responsible for the replacement or repair of any damaged items, including but not limited to windows, screens, doors or locks. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT shall both install and take down same in the event there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect; LANDLORD has the right, but not the obligation, to install shutters or take other protective actions.

**MOLD:** LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons, or if it is determined by an HVAC professional or air quality specialist that TENANT is failing to use the air conditioning adequately or causing other conditions conducive to mold or mildew growth. LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 days' written notice and hold TENANT responsible for any damages caused by mold or mildew.

**WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his AGENTS, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his AGENTS, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

**MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

**RADON GAS:** State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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

**ADDITIONAL STIPULATIONS:**

1)

**ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:  
MOLD ADDENDUM**

## ***SIGNATURE PAGE***

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENT FOR OWNER

\_\_\_\_\_  
DATE

Fisher Properties Group

FISHER  
PROPERTIES  
GROUP LLC  
SAMPLE LEASE  
PACKAGE



## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Robert Caffee (LANDLORD) AND Daniella Arcila (TENANTS) FOR THE PREMISES LOCATED AT 4141 Bayshore Blvd., Unit 502, Tampa, FL 33611.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** TENANT(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

### TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

## **TENANT(S) AGREE TO REPORT IN WRITING:**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or if an HVAC professional or air quality specialist determines that TENANT(S)' actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that LANDLORD may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to TENANT(s) failure to notify LANDLORD of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and LANDLORD shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to OWNER for damages sustained to the Leased Premises. TENANT(S) shall hold OWNER and AGENT harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises is or was managed by an AGENT of the OWNER, TENANT(S) shall hold AGENT harmless and shall look solely to the property OWNER in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

# PET ADDENDUM

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

1. Additional monthly fee of \$\_\_\_\_\_ is added to the monthly rent as additional rent.
2. A **non-refundable fee** of \$\_\_\_\_\_ is paid by Tenant(s).
3. Additional security deposit of \$\_\_\_\_\_ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. **ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.**
5. Pet(s) must be kept on a leash at all times while it is outside of the premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.
6. Pet(s) must weigh under the weight limit of \_\_\_\_\_ **lbs.** at all times. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement.
7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
8. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

## DESCRIPTION OF PET(S)

Type\_\_\_\_\_ Breed\_\_\_\_\_ Color\_\_\_\_\_ NAME\_\_\_\_\_ LBS\_\_\_\_\_

Type\_\_\_\_\_ Breed\_\_\_\_\_ Color\_\_\_\_\_ NAME\_\_\_\_\_ LBS\_\_\_\_\_

# WATERFRONT PROPERTY ADDENDUM TO LEASE

**This addendum agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, is agreed to and shall bind the TENANT, its heirs, estate, or legally appointed representative. TENANT as herein used shall include all persons to whom this property is lease. ADDRESS \_\_\_\_\_**

**ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.**

**\_\_\_ TENANT MAY USE DOCK** **\_\_\_ NATURAL SEAWALL PRESENT**

       CONCRETE SEAWALL IS PRESENT             BOATLIFT IS PRESENT

**\_\_\_ WOOD DOCK IS PRESENT                      \_\_\_ BOATLIFT IS OPERATIONAL**

ONE \_\_\_\_\_ FOOT BOAT IS ALLOWED MAX WEIGHT OF \_\_\_\_\_ LBS.

Tenant acknowledges and agrees that owner and agent shall be in no way liable for damage or injury to persons or property as a result of the use of the above. Tenant agrees that no one else may use the waterfront amenities and it shall not be sublet or rented by tenant. Tenant agrees to notify owner or agent in writing of any hazardous conditions that may develop along the dock, lift or seawall if applicable. Tenant agrees that Landlord or its agent may withdraw any consent to use the dock at any time if previously given. Tenant agrees that owner shall not be required to maintain any of the waterfront amenities if present including but not limited to any dock, lift and/or seawall if present. Tenant agrees to remove any boat or watercraft if requested by owner or agent at any time. Tenant may not make any modifications, alterations or additions to the waterfront amenities. Any use of waterfront is at Tenant's own risk and Tenant agrees to indemnify owner and/or agent for any injuries or damages suffered to Tenant's guests arising out of the use of the waterfront amenities. Tenant agrees to be liable for any damages caused to the waterfront amenities due to Tenant's use.

### OTHER STIPULATIONS:

TENANT TENANT

\_\_\_\_\_ **AGENT** \_\_\_\_\_ **TENANT**

# DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana, cocaine, and/or illegal drug paraphernalia.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including but not limited to drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household **will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity**, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any activity including but not limited to prostitution, public drunkenness, intimidation of persons, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons of any kind, acts of violence, threats of violence, threats against management, staff or worker on the premises, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons or constitutes a threat to persons or property.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement and Resident agrees that the tenancy will be terminated and Resident may be served a Seven Day Notice to Vacate and agrees to vacate according to the notice or an eviction action may be filed. PROOF OF VIOLATION OF THIS ADDENDUM SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence that the incident or action occurred.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

**RESIDENTS INITIALS:** (\_\_\_\_\_) (\_\_\_\_\_) (\_\_\_\_\_)