

Landlord's designee. All installments of Monthly Rent shall become due and payable as set forth above without demand or notice by Landlord. Tenant understands mailing postmark dates reflect payment date and no post dated checks or partial payments are accepted. In the event Tenant terminates this Lease prior to its expiration date, Tenant will be liable for the balance of the rent for the remainder of the Lease Term. Tenant is not to deduct any amount of money from the Monthly Rent payment without written approval.

4. **Late Payments:** In the event that (I) Monthly Rent due and owing with respect to any month is not either paid in full or actually received by Landlord by the third calendar day of any month in which such installment becomes due or (II) the financial instrument provided by the Tenant as payment of any rent is dishonored, returned or refused for non-payment or insufficient funds, there will be a late fee charge of Fifty Dollars (\$50.00) for each such occurrence and Five Dollars (\$5.00) a day until rent is paid in full. A Ten Dollar (\$10.00) fee is owed if a three-day notice is served. There is a charge of Thirty-Five Dollars (\$35.00) for returned checks, plus all additional costs incurred to Landlord resulting from any such check. Landlord can require for future payments to be made in cash or certified funds if more than two checks are non-negotiable. Late fees must be included with the delinquent Monthly Rent. Tenant agrees that late fees and other payment charges may be deducted from Tenants' security deposit if they are not paid when they are owed. Late fees are strictly enforced and any unpaid fees are not waived. Receipt by the Landlord of less than the full amount of the rent shall not affect the Landlord's right to terminate this Lease for non-payment of rent. If payment tendered at any time by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.
5. **Security Deposit:** As an inducement for Landlord to enter into this Lease with the Tenant, the Tenant shall have paid in full and placed on deposit prior to the Commencement Date, the sum of (\$ _____) _____. The Security Deposit paid herein represents a security for the faithful performance of the Lease Agreement by the Tenant. Landlord right to possession in whole or in part to the payment of any unpaid rent or any other breach of this Lease by Tenant shall not be affected by the fact that the Landlord holds a security deposit.
- A. No portion of any Security Deposit shall be permitted pursuant to the request or direction of any Tenant to pay or be applied to or satisfy any obligation of rent becoming due and owing hereunder, unless the Landlord shall consent in writing and such consent may be withheld for any reason, but may be applied against Monthly Rent in the event of a default by Tenants in the payment of said rent or late charges to the Landlord.
- B. **At the expiration or termination of the Lease, said Security Deposit will be applied to any damages suffered by the Landlord as result of the Tenant's occupancy, including, without limitation, required professional cleaning and professional carpet cleaning as this was done prior to Tenants taking occupancy. Professional cleaning, carpet cleaning, and pest control will be deducted if proof is not shown by Tenant of having services done on move out.**
- C. Upon the termination of the Lease Term, the Tenants shall be entitled to be returned their Security Deposit after deduction and offset by Landlord of any and all remaining amounts due Landlord hereunder, including without limitation, any amounts due and owing on account of a failure by any Tenant to satisfactorily perform under this Lease or any damage to the Premises during the Lease Term exceeding ordinary wear and tear.
- D. If more than one Tenant exists under this Lease, the amount of remaining Security Deposit, if any, after deductions or offsets, shall be returned to the Tenants in equal shares.
- E. The Landlord shall mail said security deposit within Fifteen (15) days to the forwarding addresses of tenants, or mail said party written notice within Thirty (30) days by certified mail of the landlord's intention to impose a claim against the deposit. It is sent to you as required by Statue 83.49(3), Florida Statutes. The notice shall contain a statement in substantially the following form: (This is a notice of intention to impose a claim for damages in the amount of _____ upon your Security Deposit, due to _____. You are hereby notified that you must object in writing and certified mail to this deduction from your security deposit within Fifteen (15) days from the time you receive this notice or Landlord will be authorized to deduct claim from your security deposit. Your objection must be sent to Campus Realty 1109 NW 13th Street Gainesville, Fl. 32601.) If the landlord fails to give the required notice within the Thirty (30) day period, he forfeits his right to impose a claim upon the Security Deposit. Unless the Tenant objects, by certified mail only, to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's claim for damages the Landlord may then deduct the amount of his/her claim and shall remit the balance of the Security Deposit to the Tenants within 30 days after the date of Tenants receipt of the notice of intention to impose a claim for damages.
- F. Tenant acknowledges that the rental unit was clean and in good repair to his/her satisfaction at beginning of his/her occupancy. Exceptions must be recorded on the Move-In- Condition form given to Tenant at move in and returned

to Landlord within Fifteen (15) calendar days. Failure to notify Landlord in writing will be construed as evidence of Premises being fully acceptable. Tenant is responsible for obtaining a receipt for return of this form.

G. The Tenants will forfeit the security deposit held by Landlord to the Landlord in the event of any default or breach of this lease. If the Security Deposit does not cover all costs to remedy the Default of Lease, Landlord may pursue all legal remedies to collect the costs, including but not limited to court costs and attorney's fees.

H. Landlord will hold all security deposits and advanced rents in account for Tenant in a no interest bearing account at RBC Bank 1807 NW 13th Street Gainesville, Fl. 32601. If the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she shall notify the tenant within Thirty (30) days of the change according to the provisions herein set forth. *No amount representing a security deposit shall bear any interest payable to any Tenant.*

- The following are **estimated minimum costs for** cleaning and damages that can be deducted from the Security Deposit:

- Cleaning: As follows:

- Windows \$20.00 each

- Appliances \$45.00 each

- Bathrooms \$50.00 each

- Unclean Exhaust fans/Intake Grates \$20 each

- Individual Bedrooms \$50.00 each

- Porches and other outside structures \$100.00 each

- Kitchens \$75.00

- Common Areas \$50.00

- Replacing Blinds \$25.00 each

- Removing Trash \$20.00 each bag

- Repainting Rooms \$200.00 each room

- Flea Treatment \$150.00

- Carpet Cleaning \$50.00 each room

- Yard Replacement *

- Carpentry \$50.00 per hour

- Plumbing \$75.00 per hour

- Electrical \$75.00 per hour

- Eviction Costs \$900.00

- Hazardous/Special Waste Disposal (oil, batteries, tires, gas tanks, chemicals, paints, etc.) *

- Broken, chipped, or cracked refrigerator shelve *

- Damaged or missing window/door screen *

- Cracked window (per pane) *

- Broken shower curtain/towel bar *

- Broken or missing bathroom mirror *

- Damage to countertops/cabinets *

- Damaged interior door *

- Damaged exterior door *

- Damage to interior wall *

- Damage to carpet/wood floors/tile *

- Rekeying locks *

- ***Actual cost to repair or replace as needed**

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

1. Full term of the lease has expired.
2. No damage to property beyond normal wear and tear.
3. No stickers, scratches, or holes on walls.
4. All unpaid late fees, NSF fees, utilities, repair charges, delinquent rent, all identified as Monthly Rent have been paid.
5. All keys returned (including mail box keys).
6. All debris and rubbish and discards disposed of.
7. Forwarding address for all Tenants on file upon move out date.

8. When applicable – yard cut and cleaned.
9. Upon vacating, proof of PROFESSIONAL interior and carpet cleaning. Each Tenant is responsible for cleaning common areas of the premises and the assigned bedroom.
10. If Tenants have pets, tenant will need to provide proof of PROFESSIONAL flea spray.
11. Tenants vacated dwelling in a timely manner as stated in the Lease Term.

The cost of cleaning and repairs, and delinquent payments will be deducted from the Security Deposit if the above twelve provisions are not complied with. Damage to the appliances or rental unit in general not specified above will be charged accordingly and listed on the move-out report. Additional damage we consider unusual or caused by neglect or carelessness will be determined upon inspection and charges made accordingly. **If Tenants remain on the Premises after the expiration or termination of the Lease without Landlord's written permission, Landlord may recover double rent for the period during which the Tenants refuse to vacate Premises.**

6. Use of Premises:

1. At all times during the Lease Term: Each of the Tenants, and each of their minor children, guests or invitees (whether explicitly or implicitly invited or permitted on the Premises) (with regard to such persons other than Tenants, each an "Authorized Guest"), shall use the Premises solely for residential purposes and consistent with use of the Premises as a single-family residential dwelling. The Premises shall only be occupied as a residence only by the undersigned Tenants and their minor children, and no business or commercial activities shall be permitted to be conducted thereon. All adults residing at the Premises shall have their name placed on the Lease as Tenants. No animals or other unauthorized persons shall be kept, maintained, housed, sheltered or harbored or otherwise be permitted to live or reside on the Premises without the written consent of Landlord, which consent may be withheld for any reason (or, in the case of an animal, revoked at any time if consent previously granted) in the Landlord's sole and absolute discretion. **Tenants are forbidden to keep dogs, cats or any other animals in or at the Premises, even temporarily or visiting, unless they have a signed pet agreement with the Landlord.**
2. Tenants and any and all other Authorized Guests shall not engage in or permit any practice, act or omission that may result in damage the Premises (ordinary wear and tear excepted) or that might otherwise be injurious, cause risk of injury, or create inherent danger to any other person or property of any other person, or directly cause or contribute to an increase in the rates of or cancellation of the insurance carried by the Landlord with respect to the Premises, or violate any applicable ordinance, statute, rule, order, regulations or requirement of any federal, state, county or city governmental entity (collectively, the "Applicable Laws"), including without limitation, Chapter 83 of the Florida Statutes, as amended and Chapter 14, Art. 1 of the Municipal Code of the City of Gainesville, Florida, as amended (the "City Code"). This is including laws prohibiting the use, possession or sale of illegal drugs. Tenants must comply with all duties, obligations, limitations or restrictions imposed upon Tenants under deed restrictions or homeowners' association rules or regulations.
3. Each of the Tenants agrees at all times during his or her tenancy hereunder to:
 - A. Keep the Premises in a reasonably clean, sanitary and tidy appearance, and also shall specifically include keeping the dwelling, yard and lot free of household garbage, waste or refuse and other loose debris. The Landlord shall have the right to correct any unreasonably dirty or unkept condition, as determined by the Landlord's sole discretion, which may exist in leased premises. Any expense incurred in correcting such condition shall be Tenants expense and must be paid within Seven (7) days of notice.
 - B. Refrain from using the Premises (or conducting any activity or failing to take any action necessary thereon or with respect thereto) in any manner that could reasonably cause an assessment of "points" to the Landlord or otherwise place the landlord permit relating to the Premises in jeopardy, all pursuant to Chapter 14, Art. 1 of the City Code and all applicable regulations or laws, and conduct himself or herself (and require all other Authorized Guests of any Tenant to conduct themselves) in a manner that does not adversely affect the rights of nearby residents of properties in near proximity to the Premises to the quiet enjoyment of their property or otherwise constitute a public nuisance, breach of the peace, or any other violation of Applicable Law (including without limitation, Chapter 14, Art. 1 of the City Code).
 - C. Use and operate in a reasonable, safe and prescribed manner in accordance with their ordinary and intended purposes all electrical, plumbing, sanitary, smoke or fire detection, heating, ventilating or air-conditioning systems and all other facilities, fixtures and appliances, including any Provided Equipment (as defined in Provided Equipment). **Tenants may not perform installation of any additional wiring or overload electrical sockets.** Refrain from parking on any septic tanks or drain fields.
 - D. Refrain from erecting, adding or constructing any permanent or semi-permanent structure, fixture, or improvement on the Premises (including without limitation, any wall, divider, pool, pond, jungle gym, trampoline, tree or play house), and refrain from destroying, altering, removing, impairing or modifying any

pre-existing structure, system, fixture, Provided Appliance, or other improvement or other attachment to the Premises, ordinary wear and tear excepted.

- E. Refrain from replacing or re-keying any locking mechanism without prior written consent of the Landlord, and at all times provide Landlord with alarm codes, access keys or combinations relating to the same. If bedroom doors have locks installed by Tenants, keys must be given to Landlord immediately for these locks. Landlord has the right to correct any unauthorized changes in keys and locks at Tenant expense.
- F. Promptly report in writing to Landlord any item requiring repair or significant malfunction to Landlord.
- G. Do not park vehicles or allow the parking of vehicles on any portion of the Premises other than the parking lot or spaces, or maintain on any portion of the Premises or the street affronting the Premises any vehicle that remains inoperable for more than Seven (7) consecutive days. No parking or storage of boats, trailers, recreational, commercial vehicles, or vehicles without current license or registration. Tenants may not repair vehicles or change antifreeze, oils, or batteries on the Premises. Parking space provided shall only be used for parking vehicles owned by Tenants or short-term guests. **The Landlord will not be responsible for any vehicle being towed under any circumstances. There are no assigned parking spaces.** Motorcycles, mopeds, and other soiling or oil losing mechanical devices may not be parked on patios, sidewalks, in premise or on lawns. Bicycles are not to be stored inside Premises. **NO PARKING ON GRASS.**
- H. Tenants shall not keep any dangerous items, firearms, fireworks or flammable items that might increase the danger of fire or damage to the Premises or Persons. Tenants shall not create environmental hazards on or about Premises. **Tenants shall not build outdoor fires anywhere on or near Premises.** Explosives: storage of kerosene, gasoline, butane, bottled gases, inflammable or explosive agencies are prohibited.
- I. At Tenants' sole cost and expense, and upon Landlord's request, make him or herself available, provide testimony or other evidence, or assist Landlord in any other lawful manner in a proceeding, hearing or inquiry involving alleged violations of Chapter 14, Art. 1 of the City Code or any other city, state or federal law or rule by any Tenant during the Lease Term.
- J. Tenants will not use, or permit use of, waterbeds without first obtaining the written consent of the Landlord. A certificate of insurance must also be supplied to the Landlord as pursuant to Florida Statutes 93.535. Insurance must be in the amount of \$100,000.00 with a loss payable to the Landlord, to protect the Tenant and the Landlord/Owner against personal injury and property damage to the subject premises and surrounding properties. The said insurance policy shall carry a loss payable clause in favor of the Landlord/Owner.
- K. Tenants will remove (or re-arrange to suit Landlord) any personal property deemed to be an eyesore by the Landlord. Tenants will have seven days to comply with such request from Landlord. After seven days, Landlord will remove or rearrange said property and charge Tenant for the costs to do so. **Patio/Balcony/Porches:** Only patio style furniture and plants will be allowed on private patios, porches or balconies. No grills are to be used in Premises, close to Premises, or on any Patio/Balcony/Porches that belong to Premises.
- L. **Occupancy by more than THREE (3) unrelated persons in a single-family dwelling is not permitted under section 29-74(M) of the City of Gainesville Code of Ordinances.**
- M. Attic and Appliance Closet Access: Do not, under any circumstances, store boxes, clothes, etc., in the attic or appliance closet access. This area was not built for storage or walking. Storage of items in this area constitutes a fire hazard.
- N. If property has on Premises: Pool Rules; Shower before entering pool, no glass in pool area, no alcoholic beverages allowed, no animals in pool or pool area, An adult must accompany children under 16. **Swimwear only. No lifeguard on duty. Swim at your own risk. NO DIVING.**
- O. Tenants shall not make alterations or improvements to the Premises including the applications of paints, stains, adhesive materials, nails or screws to the woodwork, walls, floors, or furnishings without first obtaining the Landlords WRITTEN consent to the alteration or improvement. All such approved improvements or alterations shall become the property of the Landlord. Anchors, picture hangers, and nails that are properly secured and are within a reasonable amount of, on plaster walls are not considered damage.
- P. Although Tenant may have visitors from time to time, it is understood that the occupancy of the Premises is expressly reserved for the Tenant only and any persons occupying the Premises as a guest for more than (7) seven days during a month or consecutively, shall be treated as guests only if management is notified in writing and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guests in excess of said (7) seven day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Tenant and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Tenant, in addition to the right of the Landlord to declare the Lease in default and pursue any of the Landlord's other remedies hereunder or by law.

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

7. **Utilities, Cable and Telephone:** At all times throughout the Lease Term, unless agreed upon in writing under provided services, Tenants shall initiate, contract for and obtain and maintain, at Tenants' sole cost and expense and solely in the name of Tenants, all utility services required for the Premises including without limitation, electricity, gas, propane, water, trash and sewage, and shall be further responsible, at Tenant's sole costs and expense, for initiating, contracting, obtaining and maintaining any telecommunication or cable television services. Tenants agree to promptly pay providers of all such services as they become due, and shall indemnify and hold Landlord harmless with respect to any damages suffered by Landlord (including reasonable investigative and attorney's fees) on account of any unpaid amounts or charges regarding the same. **If Tenant desires more than the provided cable or phone hookups, installation will be at the Tenants expense.** Tenants must provide receipt for proof of utility service prior to moving in and at ALL times while residing in the dwelling. If for any reason the electricity is turned off at the dwelling, other than acts of nature, Tenant agrees to not reside in dwelling until electricity is restored. Any other source of power being used as a means to cook, light, cool, or heat your dwelling is Prohibited by City Ordinance, Prohibited by Landlord, and will be immediate cause for Eviction. Tenant agrees to pay any utility bills received by Landlord on Tenants account plus a Fifty Dollar (\$50.00) administrative fee for utilities remaining on or reverting to Landlords account during the period of this Lease. Landlord is not liable for damages, inconvenience or charges of any kind due to malfunctioning appliances or utilities that cause interruption in supply of water, heat, electricity, or refrigeration or any other cause beyond the direct control of the Landlord.
8. **Smoke Detection Devices:** Throughout the Lease Term, the Tenant shall take no action to impair or alter the operation of any such system, check batteries monthly and shall promptly report in writing by certified mail any malfunction of the same to Landlord. Each of the Tenants acknowledges that at the commencement of the tenancy created under this Lease that the Landlord has installed working smoke detection devices and fire extinguishers. Tenant is responsible for periodic testing of any smoke detector and prompt reporting via certified mail of any malfunctions or the existence of ANY safety hazard. Failure to so report shall relieve Landlord from any liability that might otherwise exist from any loss that may occur.
9. **Access to Premises:** Each of the Tenants agrees to allow and provide the Landlord (including any designee or agent of Landlord) with access to the Premises at all reasonable times for purposes of fulfilling any of the Landlord's obligations hereunder or for purposes of showing the Premises to prospective buyers, or within Two Hundred Ten (210) days prior to the end of the Lease Term, showing the Premises to prospective renters, or to do repairs. The Landlord will make reasonable efforts (notice on door or phone call/message) to provide Tenants with reasonable advance notice (previous day) and at a reasonable time (9:00AM-7:00PM) and the nature of the need to access the Premises. Landlord may enter at any time in case of emergency or protection of the Premises. Notice is hereby given for Landlord to enter Premises from time to time to inspect air filters and safety equipment. It is the responsibility of the tenant to make him or herself available for Landlord to do so or consent permission for Landlord to enter premises. If during an inspection, repair call, or showing, any lease violation is observed, such as unsanitary housekeeping or unauthorized pets, a seven day notice to cure will be served to Tenant. Failure to remedy noted lease violations can be cause for eviction or expenses for damages payable immediately.
10. **Breach and Default:** In the event of default of this Lease shall occur if any rent required hereunder become late or otherwise become past due or should Tenant fail to comply in any material respect with any other duty, obligation or performance required of Tenant under this Lease. In the event of default, the Landlord shall have be availed of all rights and remedies provided under Chapter 83, Florida Statutes, and any remedy provided under this Lease shall be cumulative and in addition to any other remedy available to the Landlord at law or in equity. If at anytime during or before the expiration of the terms of this Lease Agreement, the Tenant shall default by non-payment of rent or shall vacate said rental unit or otherwise violate the terms of this Lease, then all of the rent for the balance of the Lease term remaining unpaid shall, at the option of the Landlord, be and become payable immediately, and the Landlord shall have full power and authority to demand, recover and collect any balance of rent for all months of the Lease term remaining unpaid by any legal proceeding available to the Landlord. If at anytime before expiration of the term of this Lease Agreement, the Tenants fail to pay the rent when due and the non-payment continues for (3) three days after delivery of written demand by the Landlord for payment of rent or possession of the premises, the Landlord will proceed with eviction process.

- 11. Tenant Departures, Abandonment, and Surrender of Premises:** If any Tenant should abandon or vacate the Premises prior to the end of the Lease Term, such Tenant shall in writing promptly notify the Landlord of the Tenant's departure and provide the Landlord with contact information for the departing Tenant, which at a minimum shall contain a forwarding telephone number and address. In the event of a failure by a departing Tenant to provide a forwarding address, the departing Tenant agrees that for all notice purposes for any lawful reason, the address of the Premises shall serve as the Tenant's last known address. A request by Tenant to disconnect utility services before the end of the Lease Term is considered intent to abandon and abandonment occurs at the time that the utilities are actually disconnected in this manner. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord. If at anytime during the Lease Term the Tenant abandons the Premises, Landlord may enter without being liable for any prosecution therefore and without becoming liable to Tenant for damages of any kind whatsoever, and may on Tenants' account, release the Premises for the whole or any part of the then un-expired Lease Term, and may receive and collect all rent payable by virtue of such releasing, and at Landlord's option, hold Tenant liable for any difference between the Monthly Rent that would have been payable under this Lease during the balance of the un-expired Lease Term, if this Lease had continued in force, and the net Monthly Rent for such period realized by Landlord by means of such reletting. If Landlord's right to re-entry is exercised following abandonment of the Premises by Tenant, than Landlord will consider any personal property belonging to Tenant and left on the Premises to also be abandoned and dispose of according to signed authorization.
- 12. BY SIGNING THIS LEASE (e.g., RENTAL AGREEMENT) THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF SUCH TENANT'S PERSONAL PROPERTY THAT IS LEFT AFTER DATE OF DEPARTURE AND HAVE SIGNED A SEPARATE NOTICE OF AUTHORIZATION.**
- 13. Authorized to Receive Notice.** The name and address of the persons authorized by the Landlord to receive notices and demands on the Landlord's behalf as Agent: Nicole Disgdiertt, Manuel Disgdiertt, at Campus Realty, 1109 NW 13th St, Gainesville, Fl 32601 . All changes thereto shall be delivered to the Tenant at the address of the Premises. The address of the Premises shall serve as the address of the Tenant for purposes of any notice required of Landlord under this Lease or by law. Only one copy of notice by Landlord shall need to be delivered to any Tenant.
- 14. Time is of the Essence.** Time shall be of the essence with respect to each and any required financial obligation or performance of the Tenant set forth under this Lease.
- 15. Joint and Several Liability.** By executing this Lease, unless otherwise expressly provided therein, the Tenant and Guarantor hereby agrees to be jointly and severally bound and liable to the Landlord with respect to all terms and conditions of this Lease and all liability, duties, obligations, covenants and performances of Tenant arising under or set forth under this Lease, including, without limitation, payment of Monthly Rent and indemnification of Landlord for Losses.
- 16. Legal Fees and Court Costs.** The Landlord shall be allowed to demand and recover costs and expenses (including without limitation, reasonable attorneys fees and investigative and court costs) incurred in order to enforce any duty, obligation performance or covenant or to collect any amounts due Landlord hereunder. When incurred during the tenancy of Tenant, such amounts shall become additional Monthly Rent due hereunder. Any rental or damages which remain unpaid after default shall bear interest at the rate of twelve percent (12%) per annum.
- 17. Lease Termination and Subletting.** Tenant shall not assign, sublet, lease, transfer his/her interest, or re-rent premises or of any part of thereafter without Landlords Written consent. If Landlord authorizes a sublet, Tenant must furnish a qualified substitute, in no way will it be Landlords responsibility to find or provide a substitute. If Tenant wishes to terminate this Lease early, Landlord may, but is in no way obligated to, elect to re-lease the dwelling. In any case, there is a sublet fee of One Hundred Dollars (\$100.00) due from the original Tenant. If Landlord consents to any of the above, Tenant shall remain liable under the Lease in the event of a default by the assignee, sublet, or transferee.
- 18. Indemnity and Limitation of Liability.** In no event shall Landlord be liable for any special, consequential, punitive or exemplary damages with respect to any cause of action or claim for relief arising hereunder or with respect to the Premises. The Tenant, on behalf of themselves, their agents, creditors, employers, affiliates, siblings, parents, issue, heirs, legal or personal representative, and any and all other successors and assigns who may take by operation of

law or otherwise by them or through them), hereby agree to indemnify and hold the Landlord harmless (including without limitation, any and all of Landlord's agents, attorneys, creditors, employees, affiliates, siblings, owners, principals, directors, managers, officers, parents, issue, heirs, spouses, legal or personal representatives, and any and all other successors and assigns who may take by operation of law or otherwise by or through either of the Indemnities) from and against any and all damages, claims, expenses, losses, demands, sums of money, claims for relief or causes of action, including but not limited to negligence and all other tort causes of action or claims for relief, statutory claims, suits, damages, debts, obligations, trespasses, and contracts relating to or arising out of any Tenant's breach or default of this Agreement, any Tenant's property (whether owned, leased or licensed), any act or omission of any Tenant or any of their children, Authorized Guests, or the enforcement by Landlord of any of the terms hereof. Landlord shall not be liable for any personal conflicts of the Tenant with the other occupant(s) of the Premises.

19. Acknowledgement of Receipt of Landlord-Tenant Laws. By executing this Lease, each of the Tenants hereby acknowledges receiving prior to executing this Lease, copies of:

- (I) Chapter 83, Part II, Florida Statutes (entitled "Residential Tenancies")
- (II) Chapter 14.5, Article 1 of the Municipal Code of The City of Gainesville, Florida
- (III) Lead Based Paint Brochure
- (IV) Community Rules and Regulations for Tenancy

Each of which the landlord has provided free of charge.

20. Entire Agreement/Modifications: This Lease and any exhibit, schedule or addendum attached hereto or made a part hereof set forth the entire understanding of the parties with respect to the subject matter hereof, supersede all existing agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party. **TENANT HEREBY AGREES THAT THERE IS NO VERBAL UNDERSTANDING OR AGREEMENT OF ANY KIND OR NATURE WHATSOEVER WITH THE LANDLORD OR ANY REPRESENTATIVES, EXCEPT AS SET FORTH IN THE WRITTEN LEASE.**

21. No Waiver: Any waiver or a breach of any provision of this Agreement by the Landlord shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision hereof.

22. Partial Invalidity: In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law. If any provision of this Lease is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

23. Remedies and Defenses: Tenant may have remedies available at law or in equity. Any remedy available to the Landlord that may be set forth hereunder, is intended and shall be in addition to any other rights or remedies to which Landlord may be availed at law or in equity.

- a) If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's written permission. Landlord may recover possession of the Premises in the manner provided for by the law. Landlord also may recover double rent for the period during which Tenant refuses to vacate the Premises.
- b) If Tenant defaults under the lease by failing to pay Monthly Rent, as set forth in section 11, the Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the premises immediately. If Tenants defaults under the Lease for any other reason, as set forth in section 11, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within seven (7) days of delivery of the notice of termination.
- c) If Tenant fails to cure a default within the time specified in the notice the notice to Tenant, Landlord may recover possession of the Premises as provided by law.
- d) If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:
 - i. Treat the Lease as terminated, and retake possession for Landlord's own account;
 - ii. Sublease the Premises for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of

- repairing any damage to the Premises, and third, to the Tenant's rental obligations hereunder, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term; or
- iii. Do nothing, and Tenant will be liable for the rent as it comes due; or
 - iv. Accelerate the entire unpaid balance of the rent for the term then remaining.
- e) If Landlord retakes possession of the Premises for the Tenants account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new Tenant shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to lease. Any advertising costs incurred by Landlord in an effort to re-lease the Premises will be billed to the Tenant and considered Monthly Rent. Any and all Attorney's fees and court costs incurred by the Landlord through enforcement of this Lease will be assessed to the prevailing party in any lawsuit.

24. Destruction or Damage of Premises. In the event of a fire or casualty Tenant will immediately notify agent or landlord. Should the Premises suffer a casualty or should a condition arise, through forces or events outside the reasonable control of Landlord (such as, solely by way of example, fire, storm, wind, rain, water damage, extraordinary repairs, lightening, acts of terrorism, vandalism, crime, mayhem, riot, war, or sinkholes) either (I) rendering the Premises (or any portion thereof) in the reasonable opinion of the Landlord, unusable, uninhabitable, or otherwise dangerous or unfit for the continued safe habitation, or (II) requiring repair or replacement of the Premises (or any portion thereof), the cost of which is estimated to exceed \$5,000, regardless of whether reimbursable through insurance, the Landlord or Tenant may at its option, terminate this Agreement on no less than Thirty (30) days notice. Alternatively, Tenant may vacate the portion of the Premise rendered unusable, in which case Tenants' liability for rent shall be reduced by the fair rental value of the portion of the Premise that is unusable. Notwithstanding the immediately foregoing, nothing contained in this Section or any act taken by the Landlord pursuant to this Section shall be interpreted or construed to relieve any Tenant from any liability (including any rent due and owing hereunder) occasioned by the breach by such Tenant or any other Tenant, of any duty, obligation or performance required of any Tenant under this Lease, or the acts or omissions (including without limitation, negligence or intentional malfeasance) of any Tenant or any other Authorized Person causing or contributing to any casualty or condition sustained by the Premises. If whole or and part of the leased premises shall be taken by any condemnation proceeding, this lease agreement shall terminate at the time the condemning authority takes possession of the part so taken. All damages awarded for such taking shall belong to the Landlord.

25. Conclusive Proof of Material Breach and Default: In the event that the City of Gainesville or other law enforcement provides notice to the Landlord (or its designee) of repeated violations by the Tenants or Authorized Guests of the city ordinances described in Section 14.5-1(3)(2) of the City Code or any ordinance including state or federal statutes, laws or rules, the Landlord, in addition to any other remedy available at law or in equity, shall have the right to immediately terminate this Lease and hold the Tenants jointly and severally liable for a material breach of the terms and conditions hereof and default under this Lease; and upon notice thereof, the Tenants agree to immediately vacate the Premises without any further action required of Landlord. Such notice shall serve as conclusive proof of a material breach and default by Tenants of this Lease, and shall stop Tenants from raising any affirmative defenses in regard thereto. In the event of a default under this Lease, each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2) (B) (1993) as amended from time to time.

- a) Landlords Default. Except as noted below, Landlord will be in Default if Landlord fails to comply with material provisions of the Lease and such failure continues for more than Seven (7) days after Tenant delivers, by certified mail, written notice to Landlord that tells Landlord how Landlord has violated the Lease. If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, reasonable effort to correct the problem this Lease shall remain in effect.
- b) Tenant's Default. Tenants will be in default if either of the following occur:
 - 1. Tenant fails to pay Monthly Rent when due and the default continues for Three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the Monthly Rent or possession of the Premises.
 - 2. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than Seven (7) days after delivery of written notice to Tenant from Landlord specifying the default.

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

- (a) The Tenant is at least eighteen (18) years of age and has full capacity to enter into this Lease;
- (b) The Tenant has provided the Landlord with the Tenant's full legal name, and is the person that the Tenant purports to be;
- (c) Any information provided by the Tenant, including social security number, is the truthful and accurate identifying information of the Tenant; and
- (d) The Tenant has never been arrested, indicted or otherwise charged with a felonious crime or any other crime involving sexual assault or molestation or sexual exploitation of a minor.

27. Other Statutory Notices.

- A. Radon Gas Notice. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- B. Lead Based paint and ACMs Notice – Housing built before 1978 may contain lead-based paint or traceable amounts of asbestos containing materials (ACMs). Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. ACMs are generally found in original kitchen tiles, acoustical ceiling treatments, drywall and joint compound, and original sink undercoating. These areas of the dwelling should not be disturbed and any maintenance issues relating to these areas should be referred to the Landlord.
- C. Mold Notice - Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

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

- I. Keep you're ***dwelling clean*** – particularly the kitchen, the bathrooms(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- II. ***Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonable possible.*** Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath you: (1) wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tiles surfaces dissipated: and (3) hang up your towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.
- III. ***Promptly notify us in writing about any air conditioning or heating system problems you discover.*** Follow our rules, if any, regarding replacement 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.
- IV. ***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.

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:

- a) Rainwater leaking from roofs, windows, doors and outside walls, as well as floodwaters rising above floor level.
- b) Overflows from showers, bathtubs, toilets, lavatories, sinks. Hot water heaters, dehumidifiers, refrigerator or a/c drip pans or clogged up a/c condensation lines;
- c) Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;

- d) Washing machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking.
- e) 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.

COMPLIANCE: Complying with this notice will help prevent mold growth in your dwelling and both Tenants and Landlord will be able to respond correctly if problems develop that could lead to mold growth. **IF YOU FAIL TO COMPLY WITH THIS NOTICE, you can be held responsible for property damage to the dwelling and any health problems that may result.**

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

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

30. Maintenance: All routine maintenance requests must be in writing: 1109 NW 13th Street, Gainesville, FL. 32601 or propertymanager@campusrealtv.org Maintenance work orders will be scheduled in order of importance and will be completed as soon as possible. The repairperson is instructed to NOT accept any maintenance requests directly from Tenant without authorization from Landlord. Landlord and Tenant agree that the maintenance of the Premises must be performed in the following manner:

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

- I. The Landlord will comply with applicable building codes, housing codes, and Florida law relating to the Premises.
- II. The Landlord shall be required to install working smoke detectors and fire extinguishers on the Premises
- III. Landlord is not liable for damages, inconvenience or charges of any kind due to malfunctioning appliances or utilities that cause interruption in supply of water, heat, electricity, or refrigeration or any other cause beyond the direct control of the Landlord.
- IV. Landlord is responsible for all major repairs. A repair to the heating or air conditioning does not consist of an emergency call, nights or weekends, if the outside temperature is not above 90 degrees or below 45 degrees.

Tenant's responsibility includes the following:

- A. Any repair bills or maintenance expenses caused by Tenant or Tenant's invitees' abuse, misuse, improper use, or lack of knowledge or diligence in using any mechanical, electrical, plumbing, etc., shall be charged to the Tenant. This includes unnecessary repair calls such as to turn on a circuit breaker or unclog a drain (unless cause was beyond Tenant's responsibility). In the event Tenant shall fail or refuse to make suitable repairs, as aforesaid Landlord shall have the right to make repairs and charge them to Tenant.
- B. A maintenance request by Tenant shall constitute permission for Landlord to enter premises.
- C. Notice is hereby given for Landlord to enter Premises from time to time to inspect air filters and safety equipment. It is the responsibility of the tenant to make him or herself available for Landlord to do so or consent permission for Landlord to enter premises.
- D. **It is the Tenant's responsibility to change the A/C filters on a regular MONTHLY basis. Any repair charges to A/C or Heat units due to non-maintenance of filters will be at Tenant's expense.**
- E. Tenant shall keep the premises safe and clean, free of rubbish, cigarette butts, trash and debris and in such condition as may be required by the regulations of any city, county, state or other governmental authority. Tenant will maintain the outside patio, porch, stairwells, and parking areas, in a neat and clean manner, and free from debris. Tenant will remove (or re-arrange to suit Landlord) any personal property deemed to be an eyesore by the Landlord. Tenant will have seven days to comply with such request from Landlord. After seven days, Landlord will remove or rearrange said property and charge Tenant for the costs to do so. Patio/Balcony/Porches: Only

patio style furniture and plants will be allowed on private patios, porches or balconies. Grills are not to be used in Premises, close to Premises, or on any Patio/Balcony/Porches that belong to Premises.

- F. Bones, hard seeds, pits, paper, paper towels, metal, dental floss, tampons, tampon applicators, cigarette butts, Q-tips, and sanitary napkins ect. should be placed in garbage cans. Normal plumbing systems cannot accept these items. **Only toilet paper should be flushed.** Tank cleaning tablets are not to be used as they breakdown plastic components.
- G. Carpets, where provided, are easily cleaned if spilled items are cleaned with small amounts of water immediately. Carpet must be vacuumed on a regular basis for cleanliness and longevity of the material. Other types of flooring must be swept and mopped regularly. If you are unsure what to use to clean your floors please educate yourself, as some products can damage some types of flooring.
- H. Maintenance Requests must be made to the Landlord in writing and in a timely manner so that problems may be resolved as quickly as possible. The person making a request for non- emergency service must currently be on the Lease. 1109 NW 13th Street Gainesville, Fl. 32601 or propertymanager@campusrealty.org or **352-692-3800** for emergency repairs. Tenants are expected to notify Landlord immediately if they observe or suspect a maintenance problem inside or outside of the Premises. Some maintenance problems are easy to fix if detected in time, rather than letting them get worse because they were not reported.
- I. Repairs to disposals and clogged plumbing more than 30 calendar days after the commencement date of the lease period are made at Tenant's expense. ALL STOPPAGES OF PLUMBING (unless due to roots or other Landlord responsibility) will be repaired at the Tenant's expense. Tenant agrees to clean hair from the traps on the tub and sink drains on a regular basis to prevent clogs, and to maintain pipes while living in the Premises. Tenant agrees to stop debris from going down the drains in kitchen sinks and not to put any oils or grease down drains. Tenant will not overload garbage disposal and self educate on what is not supposed to go in to them, it is best to put things into the garbage. **Tenants agree to locate the water shut-off valve for the water supply to the premises and fixtures and agree to shut off the water supply in the case of a water leak in order to avoid further damage until the Landlord or a plumber arrives. Tenants also agree to actively dry any water that they can to avoid further damage.**
- J. Towel racks, toilet seats, light bulbs, window coverings, etc. belong to the property and must be left in unit and in good condition when furnished by the Landlord.
- K. Ranges and refrigerators should be cleaned at least once every month to maintain satisfactory operation. Tenant will be charged for any repairs to the appliances if Tenant is responsible for abuse or carelessness.
- L. Lighting: The Tenant agrees to replace all burned out light bulbs in or operated from within Tenant's dwelling.
- M. Tenant's responsibility shall include but not be limited to cracked or broken windows, holes or tears in screens or missing screens, holes or other damage to walls.
- N. **Lawn Care is Tenant's responsibility unless noted otherwise in provided appliances and services, the lawn and yard shall be kept trimmed and neat. If lawn care is not done within seven days of written notice, Landlord will have lawn service provided and bill Tenant. This bill will be payable as Monthly Rent. Additional plants and shrubbery are welcome after Landlord written approval, but must remain when Tenant vacates. No trees or shrubs may be removed from the Premises.**
- O. Tenant must keep all plumbing fixtures in the dwelling clean, sanitary, and in repair.
- P. **Tenant is never to engage a repairman except to stop damage to the Premises or to guard physical safety. (An emergency)**
- Q. **Some dwellings do not allow smoking inside the Premises. Special cleaning is necessary to remove tar stains and odors of cigarettes inside. Any expense necessary to remove stains and odors will be the responsibility of Tenants including repainting the interior, replacing blinds and carpet, and extra cleaning. "Inside" means all heated and air conditioned space. Smoking is permitted on screened porches, exterior alcoves, garages and yards only. Take care that smoke doesn't blow or drift into windows or open doors.**
- R. Denying access or not being present at a previously scheduled appointment with a repair person after a maintenance request has been given will result in a fee of Twenty-Five Dollars (\$25.00) being charged as Monthly Rent. If multiple repairs are needed they must be reported at the same time to limit multiple repair visits in a short time period.
- S. Landlord is responsible for major repairs. Tenant is responsible for minor repairs costing less than Twenty-Five Dollars (\$25.00) that can be done with common household tools and common sense.
- T. Tenant will not put aluminum foil or any other such like window coverings on the windows of the Premises. Excessive condensation is caused by covering the glass itself, which in turn causes mold and mildew on the surrounding areas and glass. No signs, advertising, etc. may be placed in windows, on outside walls, or hung off roofs or balconies.

- U. Tenants must provide receipt for proof of utility service connection prior to moving in and at ALL times while residing in the dwelling keep utilities services provided. If for any reason the electricity is turned off at the dwelling, other than acts of nature, Tenant agrees to not reside in dwelling until electricity is restored. Any other source of power being used as a means to cook, light, cool, or heat your dwelling is Prohibited by City Ordinance, Prohibited by Landlord, and will be immediate cause for Eviction.
- V. **If a washer and dryer are provided: Tenants will not over-load machines or put any items or substances in the machines that are not intended to go into the appliances. Any maintenance calls for broken belts, clogged plumbing, lint traps, exhaust, etc. that shows to not be normal wear and tear will be charged to Tenants. If the washer and dryer are a shared appliance please respect other Tenants belongings and time or privileges can be suspended.**

31. Risk of Loss and Personal Property: TENANT UNDERSTANDS THAT LANDLORD DOES NOT INSURE PERSONAL PROPERTY BELONGING TO TENANT AGAINST ANY HAZARD, TENANT IS ADVISED TO OBTAIN SUCH INSURANCE COVERAGE, AS THEY DEEM APPROPRIATE. The Landlord does not carry insurance for the Tenant's belongings and personal items, all personal property kept or stored by Tenant shall be at Tenants sole risk. It is the Tenant's responsibility to acquire and maintain Renter's Contents Insurance and Personal Injury and Liability Insurance. Landlord recommends that Tenants secure insurance to protect people and property. Tenant hereby agree to hold Landlord harmless as a result of any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenants, or Tenants' family, agents, employee, guests or visitors located in or about the Premises, or for damage or injury to the Tenant or Tenants' family, agents, employee, guests or visitors. Nothing contained in this Lease shall relieve Tenant from responsibility for loss, damage, or injury by their own negligence or willful conduct.

32. Security: Tenant agrees and acknowledges that protection against criminal action is not within the power of the Landlord or any of its agents, and even if security services are provided, those services cannot be relied upon by Tenant and shall not constitute a basis for liability in any manner for criminal or wrongful actions by others against Tenant or invitees. Tenant agrees to examine the locks on all doors, and all windows immediately upon taking possession and to report any defects in these locks immediately to Landlord. Know who is at your door before you open it to anyone. TENANT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL NOT PROVIDE AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY SERVICES TO TENANTS. TENANTS SHALL LOOK SOLELY TO THE PUBLIC POLICE FORCE FOR SECURITY PROTECTION. Any presence of alarm shall not be construed as a representation that the Landlord guarantees immediate response when an alarm has been activated. Landlord recommends that Tenant lock their vehicles at all times and do not leave valuables in vehicles. Landlord is not responsible for loss, theft, or vandalism of Tenant's property.

33. Subordination and Liens: This Lease is subject and subordinate to the lien of any mortgage now or at any time hereafter placed upon the Premises. Tenant shall not have the right to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. The Lease does not allow any liens to attach to Landlords interest.

34. Renewal and Extension: The Lease can be renewed or extended only by written agreement signed by both Landlord and Tenant. Midway through the Lease Term, Tenant will be notified if they may renew the Lease on their dwelling for another twelve-month term. Landlord may adjust the Monthly Rent to a new rate at the end of the original lease. Existing Tenants in good standing with Landlord will have priority to renew Lease but new Lease must be sign by the beginning of the eighth month of the original Lease Term. Tenant acknowledges that this Lease for the purposes of renewal of same dwelling constitutes acceptance of the dwelling in "as in" condition.

35. Possession: If possession of the Premises is not delivered to Tenant at the beginning of the term because the same are not ready for occupancy or because of the holding over of any previous occupant of Premises, Landlord shall not be liable in damages to Tenant therefore, but during the period Tenant shall be unable to occupy the leased Premises, the Monthly Rent therefore shall be abated. If Landlord is not able to deliver possession to Tenant within fifteen (15) days of the date named for the Commencement of said Lease Term, Tenant may cancel and terminate the Lease. In the event of such cancellation, and for this reason only, any funds previously given to Landlord in consideration of the Lease will be refunded in full. Upon the expiration of the term of this Lease, or upon termination of this Lease for any cause, Tenant shall immediately deliver to Landlord possession of the Premises together with all furnishings and equipment therein belonging to Landlord, including ALL copies of keys for doors or mailboxes. **Condition of the Premises in "Move-In-Condition" and delivery of all keys shall be made no later than 12 o'clock noon**

on the Termination Date of Lease period to Landlord/Agent @ 1109 NW 13th Street Gainesville, FL. 32601.

- 36. Failure to Fulfill Contract:** In the event Tenant fails to take occupancy or vacates prior to the end of the Lease Term, Tenant remains liable for Monthly Rent and for all associated costs including but not limited to advertising, rental commissions, cleaning, painting, repairs, court costs, collection costs and legal fees. If this lease is placed with an attorney for enforcement, Tenant is liable for all costs, including court costs, collection costs and attorney's fees incurred, whether suit is filed or not. The parties specifically agree, understand and hereby waive their right to a jury trial in any litigation involving this Lease. The parties agree that any action brought under this Lease whether by Landlord or Tenant shall be brought only in the county in which the Premises are situated and Florida law shall apply. Tenant agrees not taking occupancy is a default that can cause forfeit of Security Deposit.
- 37. Application:** The statements or representations made by the Tenant on the application submitted in connection with this Lease are material and incorporated into this Lease by reference. Should any be false or inaccurate, Tenant, at Landlord's option, may be deemed in default under this Lease. If Tenant indicates that the source of rental income is from a parent or other relative, than that parent or other relative must sign a Guarantor Agreement. In this agreement the other party agrees to be liable for all the liabilities incurred by Tenant under the terms of the Lease Agreement between Landlord and Tenant.
- 38. Miscellaneous:**
- A. In the event you are "Locked -Out", you may call the office during business hours to arrange picking up a key that you may copy (@tenant's expense) and immediately return to the office, if it is after business hours, you will need to call a locksmith (@tenant's expense).
 - B. Any failure by Landlord to exercise any rights under this Lease shall not constitute a waiver of Landlord's rights.
 - C. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and the permitted assigns of the Landlord and Tenants, subject to the requirement specifically mentioned in the Lease. Whenever used, the singular reference shall include the plural and the plural reference shall include the singular, and the use of any gender reference shall include all appropriate genders.
 - D. **Tenant understands that Agent works on behalf of the Owner/Landlord of the Premises. The Premises Owner pays Agent. Tenant acknowledges that this disclosure was made prior to full execution of the Lease. Agent hereby disclaims all representations, warranties, and covenants of any kind whatsoever, whether express or implied by operation of law, regarding the Premises (including without limitation Landlord's covenant of quiet title). Tenant's obligation to provide guaranties, proof of income, or pay security deposit are stipulated and understood not to constitute conditions precedent to this Lease being fully effective and binding on undersigned Tenant but are requirements which must be met before Tenant can physically occupy the Premises. Failure of undersigned Tenant to provide any such requirements shall not operate to void or negate this Lease and Tenants' monetary obligations in any way.**
 - E. Tenant agrees that any future addendums and guaranties to this lease are part of this Lease and incorporated by reference including the Rules and Regulations that the Tenant hereby acknowledges receiving prior to executing this Lease.
- 39. Interruption of services:** Landlord shall not be liable for any claim of damages or rebate or charge of any kind in case of the interruption of the supply of water, heat, air conditioning, sewerage, electric current or refrigeration occasioned by accident, failure of power supply, or any other cause beyond the control of Landlord.
- 40. Subordination of lease:** Landlord may encumber the premises by one or more mortgages, securing such sums and upon such terms and conditions as Landlord may desire, and any such mortgages so given shall be a lien on the leased premises superior to the rights of the Tenant herein, and Tenant agrees that this Lease shall be subordinate to said lien and shall serve, for all intents and purposes, as a subordination agreement.
- 41. Impairment of use of leased premises:** In the event of any impairment of the use of the premises for a period of three (3) days that does not MATERIALLY affect the beneficial use by Tenant, the obligation to pay rent shall not abate but the full use shall be restored or the rental period reduced proportionately at the option of the Landlord.
- 42. Expense of Misuse:** Landlord and Tenant agree that in the event of damage to the premises or its contents, the Tenant shall be liable to Landlord for reimbursement for the same at replacement cost rather than value. In the event of

damage to a common area or portion of the premises which cannot be otherwise attributed specifically to one Tenant or the other, Tenant agrees to be jointly and severally liable for such damage. It is understood that the Tenant will occupy the Premises jointly with other Tenants, and Tenant shall be held liable for a pro rata share of any damages to the common areas, inside and outside, and its furnishings, fixtures, walls, ceilings, floors, carpets and doors unless the party solely responsible for such damages can be reasonably ascertained. Accordingly, Tenant must exercise responsibility to see that the entire premises are maintained in good order and repair. Tenant shall immediately report to the Agent, Landlord, or local law enforcement any acts of vandalism to the premises.

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

Item: _____ Description: _____

44. Provided Appliances: At the inception of the Lease, the Landlord represents and warrants that all Provided Appliances shall be in good and operating order.

Provided Appliances: _____ Responsibility for Maintaining:*

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

45. Provided Services and Utilities:

Utilities/Services Provided: _____

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

Utilities/Services: _____

* Reimbursements owed to Landlord Seven (7) days after notice of funds due is received by Tenants.

47. Move-In-Condition Report Dated: As of the Commencement Date.

It is understood that premises may be occupied by other Tenant(s) prior to the Tenant's scheduled occupancy date. Tenants acknowledge receipt of Move-In-Condition report and the need to return by person or certified mail this Addendum within Fifteen (15) calendar days of Commencement Date.

Initials: _____
Tenant

48. Conservation: All parties agree to conserve electricity. Heating or air conditioning should not be used at any time that a window or outside door is open. Air conditioning should be maintained no lower than 74 degrees and heating no higher than 70 degrees. Please ensure all lights, computers, televisions, etc. are turned off when not in use.

49. Disconnection for excessive use: All parties agree that excessive use of electricity provided by Landlord shall result first in a written warning. A second written warning will be issued to transfer account into a Tenant's name who is occupying the unit 7 (seven) days before disconnection. All Tenants occupying the unit will be given notice to have electricity transfer into one Tenants name, to be determined by occupying Tenants, and will pay that said Tenant within

7 days of receipt of bills to ensure timely payment of the full monthly bill to provider for service. Tenants will continue to have electric in Tenant name through end of lease term. Excessive use is defined as having a bill that is 30% higher than the monthly bills of other like units during the same month. Each warning will also accompany a notice of funds due to Landlord which will reflect the excessive amount of the bill divided between occupying Tenants.

- 50. Shared utilities:** Whether provided by Landlord or provided by Tenant, all Tenants agree to share equally, all utility expenses (telephone, movie channels, electric, internet, ect.) incurred by the premises during lease term. Tenant agrees to pay an equal percentage, per Tenant, of any and all installation charges, connection fees, and monthly expenses.
- 51. Roommates:** All roommates hereby agree to allow all parties to share in the use and enjoyment of common premises and agree to keep common areas clean and free from excessive personal items. Landlord takes no responsibility for personal conflict of Tenant with co-tenants, Tenant's guest or invitees or any other Tenants at complex. Therefore, a conflict between tenants does not constitute grounds for termination of lease. Neither Landlord nor Agent shall be liable for any personal injury to Tenant or damage loss to Tenant's property, included but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes.
- 52. Parental or Sponsor's Guaranty:** Many Tenants who lease from Campus Realty are college-age students. The Landlord may require, as a condition of the lease, a binding Parental or Sponsor's Guaranty. The Landlord reserves the right to cancel this lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within seven (7) days of the execution of this lease. Tenant understands the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights, both civil and criminal, for any false execution, changes to Guaranty by Tenant of Guarantor, or forgery of the Guaranty.
- 53. Tenant Objection Notification:** Tenant shall, within five (5) days after occurrence, notify Landlord/Agent, in writing, of any alleged violations by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord/Agent, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery and receipt obtained or certified mail, return receipt requested, to: Campus Realty 1109 NW 13th Street Gainesville, Fl. 32601.
- 54. Short Term Leases:** All leases for a term of six months or less are subject to sales and tourist tax equaling 9.25% due in addition to the monthly rent. If Tenant is a full time student and provides a signed form from his or her school stating such, the Tenant is exempt from this tax being due. If the Tenant does not provide correct documentation to prove fulltime enrollment in school the Tenant is responsible for paying tax.
- 55. Garbage and Recycling:** All garbage is to be taken to the dumpsters provided in a timely and consistent manner. Please do not place recyclables in your garbage bags. Place recyclables in the appropriate containers. DO NOT leave garbage of any type or in any containers outside of your premises in the walkways, hallways, or stairwells. Any garbage that has to be removed from around your premises will result in a charge to the premises, divided between Tenants, which will have to be paid within 7 days of receipt of notice due to Landlord.
- 56. Noise:** Tenant shall not permit any disturbances, noise or other annoyances detrimental to the reasonable comfort of the premises or its neighbors. Noise that is coming from a premises or a party on the grounds, after 10:00p.m. on Sunday – Thursday and after 2:00 a.m. on Friday- Saturday will result in a violation notice. Noise violations can be enforced by a Resident Manager, Condominium Association Manager, Agent, and/or Gainesville Police Department. Repeated noise violations may result in eviction.
- 57. Pool, Parking Areas, and Common Areas:** Pool hours are posted in the pool area. No lifeguard is provided. **SWIM AT YOUR OWN RISK. No glass containers or bottles, pets, or alcohol consumption is permitted in the pool area.** Pool rules are posted in the pool area and all Tenants are expected to follow them. Pool furniture is to remain on the pool deck and should be used properly, one person per chair. Ball playing and Frisbee throwing are not allowed in the courtyard or pool area for safety reasons. Noise is to be kept to a minimum. Various areas are intended for the use in common by all Tenants, including the parking areas, walkways, common use areas, and other amenities made available by the Landlord/Condominium Association. Some outdoor common areas may have video surveillance cameras installed, Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used for legal prosecution.

58. Parties: ALL parties must be registered with the Landlord ahead of time and a cleaning and damage deposit paid. Those hosting formal or informal parties are responsible for cleaning up all common areas inside and out following the party. Any damages suffered as a result of the guests as well as any post party cleaning bills are billed to the Tenant or Tenants who registered the party. All unregistered parties will be ended when nuisance due to noise or garbage or time is observed.

59. DRUG/CRIME FREE AGREEMENT

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

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
2. Tenants, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises
3. Tenants or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenants or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Tenants, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
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. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.
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.

TENANT _____

60. PET AGREEMENT: _____

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

1. **Additional monthly fee** of \$ _____ is added to the monthly rent as additional rent. **If an unauthorized pet is discovered in your dwelling, you will be charged double pet fees from the beginning of the Lease Term.**
2. A **non-refundable pet impact fee** of \$ _____ is paid by Tenant(s). Pet impact fee and additional rent shall not be used for damages.
3. **Additional security deposit** of \$ _____ is paid by Tenants. This sum may be used by Landlord to pay for any additional pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenants vacating the premises. Tenants will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring, landscaping or any other items damaged in any way by pet(s). Tenants also will be responsible for the full cost of any exterminating that is required because of pet(s).
4. Only Pet(s) listed on this agreement are allowed, and must be approved prior to being taken on to Premises. Pet fees will be assessed for every pet brought on the Premises, even temporarily. Landlord will not be held liable for veterinary costs or death of any pet(s) kept on or brought to the Premises.
5. Pet(s) must be kept on a leash and under Tenants control at all times while it is outside of the Premises. Tenant assumes all risk of damages to property or injury to persons in, upon, or about the Premises. Tenants agree to fully indemnify, defend, and hold harmless the Landlord, Owner, or Agent from and against any and all claims of damages or liability arising out of injury to another person or to another pet by the pet(s). Landlord may defend any such claim by counsel selected by Landlord. Pet(s) must not be tied up and left or kept outside door or gates to block entry. Pets may not be allowed to hinder Landlord in posting notices, inspections, or making repairs.
6. The Tenant will provide proof certifying that the pet has been spayed or neutered. All dogs and cats over three months of age must be vaccinated for rabies and wear a current Alachua County license at all times. Tenant shall not keep more than two (2) pets on Premises. **AGGRESSIVE BREEDS ARE NOT PERMITTED.**
7. Tenants are responsible for immediately cleaning up after pet(s) and must do so. Pet feces are not to be left on the Premises, inside or in yard; all feces must be picked up and disposed of appropriately by Tenants. Tenant will keep all pet(s) and dwelling clean and free of flea and tick infestation at all times.
8. **Tenants 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 Tenants 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 or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenants will be subject to eviction. Tenants agree that keeping a pet on the premises is a revocable privilege and not a right.**

No pet shall weigh more than _____ pounds fully grown.

Pet is allowed only Outside Premises _____ Pet is allowed Indoor/Outdoor of Premises _____

DESCRIPTION OF PET _____

Type _____ Breed _____ Color _____ LBS _____

If an unauthorized pet is discovered at the Premises, a pet fee of Two Hundred Fifty Dollars (\$250.00) will be charged to Tenant.

TENANT _____

LANDLORD/AGENT _____



CAMPUS REALTY

1109 NW 13th Street Gainesville, FL. (352)336-3900 (352)336-3910 fax
www.campusrealty.org

AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY

TENANTS AGREE THAT UPON SURRENDER OR ABONDEMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF SUCH TENANT'S PERSONAL PROPERTY THAT IS LEFT AFTER DATE OF DEPARTURE AND HAVE SIGNED A SEPARATE NOTICE OF AUTHORIZATION

Tenant - Print name

Date

Tenant - Signature

Date