



RESIDENTIAL LEASE

This agreement between **Sample Owner**, hereinafter referred to as the LANDLORD, through its agent and **Sample Tenant** hereinafter referred to as the TENANT, concerning the lease of the following described property: **123 Sample St., Sample City, FL 12345** 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: **April 01, 2023 to March 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: **Sample Tenant, Sample Occupant.** A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

ADVANCE RENT: TENANT agrees to pay the sum of **\$1,000.00** as advance rent representing payment for the last month of the lease term or any renewal term due upon lease signing in cleared funds.
Advanced rent shall be disbursed as it becomes due.

RENT: TENANT agrees to pay the monthly rent amount of **\$1,000.00** plus **\$50.00/monthly Tenants Benefits Package fee as additional rent** on the **1st** day of each month in advance without demand at **SAMPLE OWNER, 1234 Sample Road, Sample City, FL 12345** Phone number **(123) 456-7890** Emergency phone number **(123) 456-7890**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **10%** shall be due as additional rent if TENANT fails to make rent payments on or before the **5th** 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. Cash payments, credit card payments and/or postdated checks 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 check 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. **PET ADDENDUM IS ATTACHED.**

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of **\$1,000.00**, 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 **Sample Bank, Sample City, 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. TENANT acknowledges no satellite dishes or antennas shall be affixed, drilled, or otherwise attached onto the roof, exterior walls, or interior walls without prior written authorization from LANDLORD.

USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises, and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT

permitted on the premises. TENANT 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 premises. TENANT may only keep these products in the garage if a garage is provided as part of the tenancy. 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.

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 \$55.00 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. 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 agrees that only the following vehicles will be parked on the premises: **2022 Sample Vehicle.**

MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable 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. LANDLORD will pressure clean and maintain the exterior concrete surfaces on the premises as needed, including the driveway, sidewalks, patio, and porches at TENANT'S expense. LANDLORD will hire a professional pressure washing company to perform said service, and TENANT agrees to pay LANDLORD the amount charged upon demand. 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, SAMPLE ITEM 1, SAMPLE ITEM 2 and SAMPLE ITEM 3.** Unless otherwise stated in the lease, LANDLORD shall not be responsible for any exterior extermination. 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, either by mail or through the online portal at www.RedRoosterPM.com. TENANT agrees to include complete property address and TENANT contact information with submitted maintenance request, which will be provided to service provider. TENANT acknowledges service provider will contact TENANT directly to schedule maintenance appointments. 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 TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. 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 is required to keep shrubbery and grass from blocking a/c unit and to change air conditioner filter(s) every sixty (60) days and if damage to system results from not keeping unit clear or blockages and/or changing filters, TENANT will be liable for any damage to the system, including but not limited to coil/duct cleaning, related service calls or any other resulting damage. TENANT, at TENANT'S expense, is responsible for replacement of any filters for water filtration systems that may be utilized in the property, including refrigerator water filters. TENANT, at TENANT'S expense, is responsible for adding salt pellets to any water softener system that may be installed on the property. 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 prior to 2:00 p.m. on the final day of the tenancy 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 professionally cleaning carpeting using a power scrub service upon lease expiration and providing LANDLORD with paid receipt. TENANT acknowledges a rekey fee at market rate will be deducted from security deposit upon TENANT vacating.

RENEWAL: LANDLORD or TENANT shall have 30 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery 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) Sample Stipulation

2) Sample Stipulation

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

PET ADDENDUM

TENANT BENEFITS PACKAGE LEASE ADDENDUM

SAMPLE

SIGNATURE PAGE

_____ TENANT
Sample Tenant

DATE

_____ AGENT FOR OWNER

DATE

SAMPLE

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, PLLC 1 800 253 8428
Reference #992581

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Sample Owner (LANDLORD) AND Sample Tenant (TENANTS) FOR THE PREMISES LOCATED AT 123 Sample St., Sample City, FL 12345.

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.

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, PLLC 1 800 253 8428
Reference #992581

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 is added to the monthly rent as additional rent in the amount of \$ _____.
2. A **non-refundable fee** is paid by Tenant(s) in the amount of \$ _____.
3. Additional security deposit is paid by Tenant(s) in the amount of \$ _____.
 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)

<u>Name</u>	<u>Type</u>	<u>Breed</u>	<u>Color</u>	<u>Weight</u>	<u>Pet Score/ Pet Fee:</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

TENANT BENEFITS PACKAGE LEASE ADDENDUM

The Red Rooster Property Management Tenant Benefits Package delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$50.00 per month, payable with Rent and defined as additional rent.

Tenant, Landlord and Red Rooster Property Management mutually agree that the Tenant Benefits Package is as defined in this Addendum and variations of inclusions may exist due to property specifications and availability of services. The Tenant Benefits Package shall be in effect as long as Red Rooster Property Management is managing the home. The total monthly cost of the Tenant Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the Tenant Benefits Package are discontinued and/or unavailable due to property-specific limitations, availability of services or any other reasons. Landlord and/or Red Rooster Property Management may have business relationships or affiliations with vendors and suppliers of services or products to the Tenant and may receive financial or other benefits from that relationship or affiliation.

HVAC FILTER DELIVERY: Tenant shall receive dated HVAC filter(s) delivered to their home approximately every 60 days for Tenant's convenience if the property has an HVAC system with disposable filters. Tenant shall properly install the filter that is provided within two (2) days of receipt and take a photo of the filter and the date. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee or other fee to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system with disposable filters, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the Resident Benefits Package.

CREDIT BUILDING: Landlord shall provide credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

RENTERS INSURANCE REQUIREMENTS & PROGRAM: The Landlord requires Tenant obtain liability coverage of at least \$100,000.00 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

- Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by Red Rooster Property Management for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.
- Option 2: Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000.00 in property damage and legal liability
- Red Rooster Property Management is listed as additional interest
- Red Rooster Property Management address is listed as:
 - **PO Box 660121 Dallas, TX 75266**

It is Tenant's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$55.00 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

\$1M IDENTITY PROTECTION: By executing this agreement, you are agreeing to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com/www.aura.com.

RESIDENT REWARDS: Tenant shall have access to the resident rewards program. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of Landlord.

MOVE-IN CONCIERGE SERVICE: Tenant shall have a concierge service available to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.

HOME BUYING ASSISTANCE: Red Rooster Property Management is a Licensed Real Estate Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

ONLINE PORTAL ACCESS: Tenant shall have convenient online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

FREE ONLINE RENT PAYMENT: Tenant can make rental payments free of additional charge by using their Tenant Portal to initiate ACH and automatic ACH transactions. Rental payments using cash may also be made by Tenant at participating retailers (as applicable) for a service fee at the Tenant's expense. Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist.

24-HOUR MAINTENANCE COORDINATION SERVICE: Tenant will be able to conveniently and easily report maintenance concerns outside of normal business hours via the online Tenant Portal or using a 24/7 maintenance hotline for urgent and emergency maintenance.

VETTED VENDORS: Most third-party vendors performing services at the Property shall be from Red Rooster Property Management approved vendor network and are vetted for quality service and professionalism. However, not all vendors will be from Red Rooster Property Management approved vendor network. Examples include but are not limited to vendors assigned by warranty service providers and vendors selected by Landlord outside of Red Rooster Property Management approved vendor network.



Tenant – Management Addendum

1. RENTAL PAYMENTS – All rents are due and payable, in advance, on the FIRST DAY of the MONTH. Payment should be in the form of a check, money order, or certified funds, and made payable to:

Red Rooster Property Management LLC
PO Box 56529
Jacksonville, FL 32241

WE DO NOT ACCEPT CASH OR CREDIT CARD PAYMENTS. WE DO NOT ACCEPT POST-DATED CHECKS. Please include your address on your payment to assure proper credit. All accounting is done by the address of the property. Allow at least 3 days mailing time for delivery by US Mail. If you use your bank's bill-pay/internet banking system, allow no less than 5 days for delivery when scheduling the payment.

Late payment notices are automatically sent via e-mail on the 4th of every month. To prevent the delivery of these late payment notices, rent payments must be received on or before the close of business (4PM) on the 3rd day of the month.

2. ADMINISTRATIVE FEES: If an action for eviction is filed with the courts, Tenant agrees to pay to Agent an eviction administration fee of \$75.00, charged as additional rent, in addition to attorneys' fees as outlined in the Lease Agreement. At the end of the lease term, if it becomes necessary to make a claim against a Tenant's security deposit for damages, unpaid rent, etc., the tenant agrees to pay a security deposit claim administration fee of \$150.00.
3. CARPETS/FLOORING – The Tenant should regularly vacuum the carpets and clean any tile/vinyl flooring surfaces. Tenant must have the carpets professionally cleaned with a power scrub service at the end of the Lease. A paid receipt from the carpet cleaning company must be provided and must include details of the power scrub service.

If animals were kept on the property, a deodorizer treatment must also be performed by the carpet cleaning company. Tenant will be responsible for the cost of repair for any abnormal wear or soiling of flooring surfaces, up to and including replacement of flooring.

4. REPAIRS/MAINTENANCE – Requests for repairs or maintenance must be made in accordance with the terms of the lease agreement. Agent will provide a key to the service provider to access the property, as needed.
 Service appointments must be handled during regular business hours. After-hours appointments made by the Tenant and accepted by the service provider will be billed at overtime rates and will be paid by the Tenant. If the Tenant schedules an appointment with the Service Provider, but fails to show up for the appointment, the Tenant will be charged for the missed appointment as invoiced by the service provider, plus a maintenance coordination fee of 10% of the invoice amount, sums due as additional rent.
 If the Tenant requests an Agent representative be present for the appointment, the Tenant agrees to pay \$85 for the representative to show up for the appointment, and an additional \$55 per half hour, sums due as additional rent.
 Disputes over missed appointments and scheduling conflicts will not be tolerated, since we offer services to avoid these problems from the outset.

5. UTILITY & MAINTENANCE REDUCTION PROGRAM – As part of the Tenant Benefit Package, HVAC filters will be delivered to their home approximately every **60** days under the Utility & Maintenance Reduction Program. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Agent upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Agent in writing. Tenant’s failure to properly and timely replace the filters is a material breach of this agreement and Agent/Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant’s neglect or misuse.

6. APPLIANCES – Certain appliances in the property are provided as a convenience to the Tenant. These appliances may include washer, dryer, garbage disposal, ceiling fans. The Landlord has provided these appliances without guarantee of repair or replacement in the event they fail. If a refrigerator is provided in the property, the Landlord will repair or replace the unit, unless otherwise noted in the Lease Agreement.

7. EMERGENCIES – An emergency is when danger is present to person or property damage has occurred or is about to occur. IF THE EMERGENCY INVOLVES A FIRE OR THREATENS A LIFE, CALL 911 IMMEDIATELY. For other types of emergencies, please call the office at (904) 469-6335, and leave a message in the maintenance mailbox. Someone will respond to your call as soon as possible.

 Tenant

 Agent for Red Rooster Property Management LLC

 Tenant

 Date