

Rental Lease

Undersigned renter(s) agree to lease from Jason Straw (Management) and agents, the unit at 530 n.. 2nd st Gainesville, fl. 32601Fl. 32601 beginning at **noon** August 8th 2010 and ending at **noon** July 31st payable at \$750 total monthly rent.

This lease is subordinate and subject to the lien of any mortgages and encumbrance now or hereinafter placed on the unit and/or general premises. This lease is governed by the Florida Landlord Tenant Act and said act shall apply where the terms of this lease might otherwise be in conflict. If any provision of this lease is held to be unconscionable as to either party, it is the express intent of the parties that the remainder of this lease shall remain in force without the unconscionable provision. Upon default or if Management results to court process to enforce lease, the remaining rent due for the balance of the lease shall become immediately due and payable. This lease is for the unit only, not for any of the land or building which surrounds the unit. At any time within the period of this agreement Management may begin construction or renovation which may involve the use of power machinery, generate noise or inconvenience during any hours of the day, weekends or holidays. Any construction or reasonably associated event shall not alter this agreement or constitute grounds for termination of the lease by Renter. Renter agrees to make necessary accommodations or assist and facilitate any renovation or construction which may include the supply of electricity or water.

1) Rent is due on the 1st of each month. A check can be brought or mailed to 518 N.W. 2 St. 32601. Checks must include address for identification and a receipt must be made for all cash payments. Rent is due on the first day and is considered late at midnight on the third day of each month. Payments received on the fourth day of the month are subject to a \$20 late fee and payments made after the fourth accrue an additional \$5 per day. Rent is late on the fourth regardless of weekends or holidays. Insufficient funds and returned checks will result in assessment of service fee of \$50. All late fees, charges for damages, pet fee/s, cleaning fees, and any other monies due are defined and treated as rent.

Renter(s) initials: _____

2) Failure to fulfill contract: In the event Renter fails to take occupancy or vacates prior to the end of lease term Renter remains liable for rent and for all associated costs including but not limited to advertising, cleaning, painting, repairs, court costs, collection costs and legal fees. Management may, upon renter default and without releasing renter, take possession of unit and re-let all or apart of it on the renter's account for a term longer or shorter than the period of time of the renter's remaining obligation at a rent higher or lower than the rate of the Renter's lease. If Renter has removed all or substantial portion of Renter's property from unit, Mgt. may immediately enter unit to prepare unit for rerenting without any allowance to Renter and such shall not charge or end this lease. Renter is liable for all court costs, and attorney's fees incurred, whether suit is filed or not.

3) Security Deposit: Renter shall not use security deposit as rent at any time during the lease period. Renter's security deposit will be accounted for within 15 days of the end of the lease term specified above unless Renter's actions relieve Management of notice requirements. Management will deduct costs of painting, cleaning, carpet cleaning, administrative costs, repairs etc. associated with renter occupancy and/or necessary to put unit in ready to rent status. Any unpaid rent, charges, or fees referenced in this lease or parts incorporated by reference are not waived and will be deducted from monies held. Time is of the essence regarding all payments and Management may terminate a lease without notice prior to move in if Renter fails to pay deposit as due.

4) Repairs: Management will do all major repairs to maintain the premises and appliances in proper condition. Minor repairs (cosmetic repairs, replacing light bulbs, A/C filters, smoke detector batteries, etc.) are the responsibility of Renter. All requests for service shall be delivered to the office in writing. Excessive damages caused by Renter or Renter's guests, negligence or any non-reporting of necessary service repairs will be chargeable to Renter. Renter is responsible for periodic testing of smoke detector and prompt reporting to Management in writing of any malfunction of, or the existence of any safety hazard. Failure to do so shall relieve management of any responsibility and or liability etc. that might otherwise exist far any related loss that might occur. Denying access to service personnel will result in a fee of \$25 being charged. Any alteration to the interior or exterior of unit including surrounding property and landscape is forbidden without expressed approval in writing.

5) Assignment of Unit: Renter shall not assign, sublet, or re-rent unit or lease or any part of either without Management's written consent. Renter must pay \$200 to assign and furnish a qualified substitute. Renter must continue to pay rent until Renter finds a substitute. Renter shall not add or change roommates without Management's written consent. Renter must add \$100 per month to add an approved roommate. Any new or additional roommate must be qualified substitute. The additional roommate fee is based upon increased wear and tear on the unit.

6) Access: Management has access at all times in emergencies and at reasonable times to inspect unit, do routine repairs/maintenance and to show unit to prospective renters. Locks and keys are property of Management and may not be changed by Renter. No deadbolt, chain, or slide locks may be added to bedroom doors.

7) Liability: All personal property kept by Renter shall be at Renter's sole risk and Management is not responsible for loss, damage or inconvenience due to malfunctioning appliances, utilities, etc. or damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, defective refrigeration or otherwise while on or about the leased premises. To the maximum degree allowed by law, Management is not liable for injury to Renter or anyone in the unit or on the premises with Renter acquiescence, knowledge or permission, nor does management's insurance cover same or their belongings. Renter agrees and acknowledges that protection against criminal action is not within the power of the Management, and even if security devices are provided they cannot be relied on. In the event of any claim or judgment against Management, Renter agrees that Renter shall look solely to Management's interest in the building of the leased premises and in no event shall any other property, real or personal, be subject to levy, execution, enforcement etc.

8) Disclosures: Buildings built prior to 1980 are known to contain traceable amounts of lead usually found in the form of paint. Please notify Management of any peeling paint. Paint chips should not be ingested or inhaled.

9) General: All undersigned renters are jointly and severally liable under this lease regardless of whom else might be occupying the premises, and any Renter is authorized to act as all the Renters; Each roommate is legally responsible for the entire rent on the unit i.e. it is not the management's responsibility to locate each individual roommate to collect rent. Management has the right at its sole discretion to require that all rent payments for the entire unit be made in one check, money order, or cashier's check or that multiple payments be made at the same time. Renter acknowledges that this lease for the purposes of renewal of any previous lease for the same unit constitutes acceptance of that unit in, "As is" condition. Renter agree upon surrender or abandonment, as defined by Florida Statutes, Management shall not be liable or responsible for storage or disposition or the Renter's personal property. Interest on any past due amounts owed under this lease, or any court judgment for money damages, shall accrue the highest (18%) percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent. Renter shall be responsible for and indemnify management against any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident caused by Renter's wrongful act or negligence, or regardless of Renters wrongful act or negligence if such fire, flood or accident occurs within the demised premises under Renter's possession and control, whether such may be of known or unknown origin or causation and regardless of whether Renter's wrongful act of negligence is related to any known or unknown origin or causation. Renter understands that this agreement will become effective when the attached application for residency is approved by property manager. Renter acknowledges that any future addendums and guaranties to this lease are part of this lease and are incorporated by reference including the Operating Policy document. The undersigned renters have read, understand, and agree to these and such other policies as management feels necessary in its good faith judgment to insure harmonious operation. This agreement is the entire understanding between the parties and shall not be altered orally. The waiver of any clause of this lease is not a continuing waiver nor a waiver to the entire lease.

Renter #1 _____ Date: _____
Print Name

Renter #1 _____
Sign Name

Renter #2 _____ Date: _____
Print Name

Renter #2 _____
Sign Name

Renter #3 _____ Date: _____
Print Name

Renter #3 _____
Sign Name

Management _____ Date: _____
Print Name

Management _____
Sign Name

Witness _____ Date: _____
Print Name

Witness _____
Sign Name

Application Fee: \$5
Security Deposit: \$ _____ due on _____ plus \$ _____ carried over from renewal's security deposit Total Security \$ _____.
First Month's Rent: \$ _____ due on _____ for rental period from _____ to _____.
Last Month's Rent: \$ _____ due on _____ for rental period from _____ to _____.
Total \$ _____ received on _____.
Renter's initials: _____

Operating Policy

Please read carefully, and discuss any unclear points with us before you agree and sign.

1.) Homes with wood floors require tenant to adhere protection on legs and bottoms of furniture to protect from excessive wear/damage to finish. Failure to do so will result in tenant paying for damages.

2.) All windows require some type of window coverings supplied by tenant. You may request and are encouraged assistance from property manager for proper installation.

3.) Trash receptacles must be placed in their proper place that is decided by the property manager. Tenant must not neglect to remove trash and recyclables from property. The trash can lid should never be held open by trash and trash area must be kept clean of debris. Recyclables must be sorted as per instructions from city i.e. appropriate cardboard boxes must be broken down flat. Failure for tenant to remove trash and recyclables will result in one warning, next management will remove trash for a \$30 fee.

4.) Tenant is responsible for their guests.

- I. Please have guests park in the annex area near the corner of 2nd St. And 6th Ave.
- II. Please make sure cigarette smoking guests have a place to put their refuse so to help keep grounds clear from butts.

5.) Homes with carpets are required to be professionally cleaned within 30 days of move out. Management can suggest a service person.

6.) Please be considerate when entertaining others. Loud talking and music are likely to draw complaints from your neighbors. Loud voices, music, and noise should not continue after 10:00 on any day of week. Small get-togethers and dinner parties are encouraged as long as the guests are respectful to the grounds and neighbors. If the party is expected to go late, please check in with neighbors to avoid frustration. Tenant agrees to conduct herself or himself, and require other persons on the premises with tenant to conduct there self, in a manner that does not unreasonably disturb his neighbors or constitute a breach of peace.

7.) It is the tenant's responsibility to clean/replace A/C filters at least each month. Failure to do so can result in damage to the A/C unit which in-turn results to severe damages to tenants security deposit.

8.) It is the tenants responsibility to inform management of needed repairs to home. Notification should be made in writing. Please help us take care of your home.

9.) Bones, hard seeds, pits, paper, metal, sanitary napkins, condoms, should be placed in garbage not in the drains or toilet. Tenant is responsible for keeping drain clean from foreign debris. If plumbing becomes clogged inform management. If the clog is tenants fault expect to pay Apr. \$100 for snaking of drain.

10.) Motorcycles, mopeds, and other soiling and oil containing mechanical devices may not be parked on patios, porches, lawns, in the home or underneath the house's gables or eaves.

11.) Cooking grills must not be used on porch on within 10 feet of tree or home.

12.) Tenants will not place waterbeds in the house under any circumstances.

13.) Tenants must get written permission to have aquarium/s in the home.

14.) All property that is furnished by property owner must be left on the premises including toilet seats, light bulbs, fixtures, appliances, etc.

15.) Tenant agrees to acquire written permission to have any animal live on property for any amount of time. Failing to do so will result in immediate eviction and a \$300 fee.

16.) If you are locked out of your home you may ask management to borrow a spare temporarily. You are expected to bring the key back immediately. If management cannot be found it is less expensive to call a locksmith than to force an entry. Some residents have found it good practice to even hide a key on the exterior of home.

18.) Tenant agrees to not paint or do any improvements without approval in writing. Failure to do so can result in hefty security deposit penalties.

19.) Tenants should notify management at least four months prior to lease expiration if interested in renewing.

20.) Any refund of the security deposit due to the tenant will be mailed within two weeks after the door keys are returned and the property inspection is made. Charges will be deducted for cleaning the premises, and/or for damages sustained above ordinary wear. Please make sure management has a forwarding address and phone number.

21.) Please make checks payable to _____

Mail to: Jason Straw
518 N.W. 2 St
Gainesville, Fl. 32601

23.) Ranges, refrigerators, W/D, and A/C filters should be cleaned at least once a month. Tenants will be charged for repairs for appliance service if tenant is found to be responsible for abuse or carelessness. Martin's appliance on N. Main 372-0684 will most likely perform the repair and determine the repair's circumstance.

24.) Wood floor must be kept clean of sand and excessive dirt. Murphy's Oil Soap or other specialized wood floor cleaner is suggested.

25.) Please be considerate when using the laundry room. There is someone's bedroom a few feet away from the laundry shed so please try not to do laundry late at night. Also many people share the W/D so be prompt about removing laundry. Also shoes are not recommended to be placed in dryer (they get stuck in the drum and cause damage to the machine).

26.) Damage done to the grounds or home of tenant by tenant or tenant's guest will be fixed by management or other professional. The minimum rate is \$25 per hour.

27.) Internet service is free of charge and it's dependability is not guaranteed.

28.) Pet Policy: Pets are allowed on a case-by-case basis. All animals must have proper vaccinations and sterilizations. Outdoor cats are to have a bell or like device attached to collar to help warn birds and other prey. There will be non-refundable fees assessed per animal, \$100 Per cat, \$200 Per dog, other animal fees vary.

29.) Tenant agrees to be considerate of neighbors when using driveway. Fast speeds and loud music are to be kept to a minimum.

30.) Tenant has read the website and agrees with all of it's advertised policies.

31.) All furniture used outside must be intended exterior by the manufacturer.

32.) Tenant agrees to not store anything under house for any amount of time. If tenant refuses to remove belongings within 72 hrs. from management's notification, tenant will be charged for the service of the removal.

33.) Tenants agree to be responsible for removing their animal's feces from walkable areas.

34.) Tenant agrees not to use the small green trash can from waste management due to it's miniscule capacity that usually fills past the brim with one trash bag and then dumps debris all over the ground.

35.) Tenant/s at 530 N.W. 2nd St. recognize that the internet hub must be able to be accessed easily for maintenance.

36.) Tenants agree to use only approved A/C filters (not the blue furnace filters) and agree to change them at least once a month depending on A/C use. Failure to do so can result to damage to the A/C unit which repair costs will bare onto the tenant. Management will be happy to replace the filters in homes where access is an issue.

37.) Tenants agree that in a time of a plumbing emergency and a plumber is needed that they should call A.S.A.P. plumbing at 335-8555. Tenant **must** notify A.S.A.P. that Jason Straw has a account with them. If the back-up is caused by the tenant the tenant should expect to pay a reasonable \$40 minimum for the service. If it is due to a mechanical failure due to the home the management pays all fees.

38.) Tenant agrees that management is not liable for damage done to tenants property from falling limbs or tree debris. If tenant sees a dangerous branch please notify management.

39.) Tenant agrees to have a steady drip of water on one of their inside faucets during winter freezes so the pipes don't break.

39.) Lawn mowing pertaining to 533, 220, 228, and back yards of 528 and 526.

Tenants in these homes agree to mow the yards as needed. As needed should be defined as the growth should not reach over 8". Tenant may opt to be put on a service plan for extra cost with management or use the fancy cordless mower, IF the tenant does not run over trash or tree debris with said fancy cordless mower. If the growth reaches over 10" management will mow the yard and tenant will be charged \$20 per mow which will be paid as rent.