



FLORIDA DWELLING LEASE

Dwelling Address: 1301 Josephine Street #B Lakeland, FL 33815		Initial Lease Term (see paragraph 3) <u>Beginning:04/01/2023</u> <u>Ending:03/31/2024</u>		Utilities Paid for by owner (see paragraph 5) Lawn Care	
Monthly Rent \$950.00		Security Deposit \$1,500.00			Prepared by:

Residents Name(s):

Resident

And any other minor dependents

Additional Agreement(s):

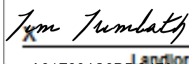
If lease goes month to month at the completion of the current lease, the rental rate will increase by \$200 per month until the tenant gives notice to vacate or until the resident signs a new lease for a minimum of 12 months. The increase in rent will be considered part of the rent due for the property. If there is a washer and/or dryer present, the appliances are left as a convenience and do not necessarily carry a warranty by the owner or All County Polk Property Management.

This is a lease between the above named Tenant(s) and the below named Owner for the dwelling described above. It (and any contemporaneously executed additional agreements) is the entire agreement between Tenant(s) and Owner and may be modified only in writing. As used in this lease "you" means the Tenant or Tenants whose names appear above. If there is more than one Tenant, you are jointly and severally liable for any liability to us. "We," "our," or "us" means the Owner. "Premises" means the entire dwelling community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS. 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.**

Resident Signature(s)

Owner name: _____
All County Polk Property Management, Agent for Owner
225 S Ingraham Ave Ste 4
Lakeland, FL 33801

<u>X</u> _____	<u>X</u> _____
<u>X</u> _____	<u>X</u> _____

DocuSigned by:


 Landlord
 A01F804C6DDC470...

11. SECURITY DEPOSIT:

Resident initials:

JP _____

Reviewed in 2021 by attorneys Kelley & Grant, P.A.

A. Your security deposit will be deposited in a non-interest bearing account with: Mid Florida Credit Union
B. Your security deposit is security for your full performance of this lease and may not be applied by you to any money which you owe to us.

C. The following is Florida Statute 83.49(3) which we are required to provide you:
“(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 intentions to impose 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 received 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 the 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 claim for damages.

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

(d) Compliance with this section 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s.475.25(l)(d).

2. RENT: The initial payment must be in the form of a separate cashier's check or money order. In the event that the payment is dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Lease and shall have the immediate right to terminate this Lease, upon notice to Resident of such termination. You agree to pay the monthly rent indicated above via your online account, or via Cashpay, on or before the 1st day of each month without deduction or set off. Payments cannot be made in cash or brought into our office. If prorated rent is indicated, it is the amount due for the partial first month of this lease. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one resident. Payment may not be made by third party checks or in cash. **Rent payment is due on the 1st day of the month. If the Rent is not received by the 5th day of the month, Resident agrees to pay a late charge of \$95, plus a posting fee of \$45.00 will be posted after the 5th. In the event rent is still past due on the 15th, an additional late charge of \$95.00 will be posted,** all as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in Florida Statutes. If your check is dishonored, you must pay us a service charge of **\$50.00** plus any other charges provided by law and plus any accrued late charges. If one of your checks is dishonored, you will be required to pay future rent by certified funds. We are not required to redeposit a dishonored check. You must pay any taxes due on your payments. Any payment due under this lease is rent. We may apply any payment to any outstanding balance regardless of any notation on or with the payment. Payments received will be applied, without regard to their characterization or earmarking by Resident, as follows: (1) first to any arrears from previous month(s), (2) then to Late Charges, legal and court costs, administrative fees, mailing costs or any other miscellaneous charges. In the event that any payment of Rent during the Lease Term are returned due to non-sufficient funds, Resident will be "locked out" of the online payment system and prohibited from making payment by personal check, and shall be required to make such payments, together with any and all of Resident's outstanding balance, Late Charge, and any other amounts due to Landlord hereunder, Money Order or certified cashier's check, in person, at the office of the property manager as designated by Landlord in connection with this Lease. Landlord and Resident agree that the aforementioned fees represent a fair and reasonable estimate of the costs Landlord may incur by reason of Resident's late or NSF payment. Any Late Charge or NSF Charge due must be paid with the current installment of Rent and all such charges incurred by Resident will be deemed additional Rent. Landlord's acceptance of any Late Charge or NSF charge will not constitute a waiver as to any default of Resident. Landlord's right to collect a Late Charge or NSF Charge will not be deemed an extension of the date Rent is due or prevent Landlord from exercising any other rights and remedies under this Lease and as provided by law.

3. USE: The dwelling may be used only as a single family dwelling for the persons named above for residential purposes. You may not make alterations or additions, or install or maintain in the dwelling, or any part of the premises, any fixtures or large appliances without our written consent. Any alterations, additions, or fixtures that are made or installed will remain a part of the dwelling unless we specifically agree otherwise. Locks may not be altered or changed. No adhesives, screws, hooks, nails or similar things may be driven into or applied to the walls or other surfaces except small nails may be used for hanging wall decorations. You are responsible for the cost of any repairs.

Resident initials:

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No water filled furniture is permitted. Resident must list any pre-existing defective conditions on the Move-In inspection form and return it to All County Polk Property Management within 48 hours of Resident's move in.

Resident accepts the Premises in the current "AS IS" and in good condition. The absence of such notice shall be conclusive proof that there is no defective conditions existing as of the start of the tenancy. Upon vacating the Premises, Resident shall remove all personal possessions and rubbish and leave the Premises in as good or better state than when the Premises was originally rented by Resident. Landlord will utilize the Move-In Form to determine if any damage or wear in excess of normal expected wear was caused by Resident and, if so, Landlord shall be entitled to apply any or all of the Security Deposit, toward necessary repairs and maintenance. Resident also shall return all keys and garage door openers, if applicable, and shall provide Landlord with a written statement of forwarding address. Within the time required by State Laws, Landlord will give to Resident an itemized written statement of any amounts deducted and the reasons for the deductions from Resident's Security Deposit, along with a check for any balance of the Security Deposit due to Resident. Landlord will mailing the statement and balance of the Security Deposit, to Resident at Resident's forwarding address, or if that address is unknown, at Resident's last known address. Landlord makes absolutely no warranties or representations about the neighborhood or the condition of the Premises, the improvements, utilities, electrical, plumbing, or appliances. Landlord shall not be responsible for loss or damage caused by failure of any appliance (including loss of or damage to food or other perishables) in the event an appliance ceases to operate properly. Resident must satisfy himself or herself prior to move-in as to the neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons and other offenders, fire protection, other governmental services, availability, adequacy and cost of any wired and/or wireless internet connections, other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation. construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Resident.

4. RENEWAL: After the initial term of this contract, the lease will continue as a month-to-month lease unless either you or we give the other **at least 30 days' written notice** of termination. Tenants are required to provide a 30 day notice to vacate in writing before the 1st day of the last calendar month of this contract if they do not wish to renew their lease. During the continuation term, either you or we may terminate this lease at the end of a calendar month by giving the other not less than 15 days' written notice.

5. UTILITIES: You must pay for and have water, sewer, trash collection, and electricity service for your dwelling before occupying. You may not occupy your dwelling without water and electricity service except during brief interruptions beyond your control.

6. OCCUPANCY: Only those persons whose names appear on this lease may occupy the dwelling without our prior written consent except guests for no more than 7 consecutive or 14 total days. The dwelling may be used solely for private housing. You may not assign this lease or sublet any portion of your dwelling. If you will be absent for more than 14 days, you must notify us in writing.

8. NO SMOKING: No smoking of any substance (including but not limited to tobacco, marijuana, or electronic cigarettes) is allowed inside the home or on any portion of the Premises. If smoking docs occur at the premises, (a) Resident shall be in breach of this Lease; (b) Resident shall be responsible for all damage caused by the smoking including stains, burns, odors and removal of debris; (c) Resident, guests, and all others may be required to leave the Premises; and (d) Resident acknowledges that in order to remove odor caused by smoking. Landlord may need to replace carpet and drapes and paint the entire home (including the ceilings) regardless of when these items were last cleaned, replaced, or repainted, and/or make other repairs or replacements at the Premises, and that costs incurred will be deducted from the Security Deposit.

9. CRIMINAL/PROHIBITED ACTIVITY: Resident, any member(s) of Resident's household, a guest or any other person affiliated with Resident, at or near the Premises shall not (a) engage in criminal activity on or near- the/Premises, including drug-related criminal activity (which means the illegal manufacture, cultivation. sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance); engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises; (c) permit the Premises 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; (d) engage in growing, producing, manufacturing, selling, using, storing, keeping, distributing or giving marijuana/medical marijuana or any controlled substance (legal or illegal) at or from the Premises or otherwise; or (c) engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating assault, including the unlawful discharge of firearms, on or near the Premises, or the health, safety and/or welfare of Landlord, its agents, other Residents, neighbors or imminent serious damage to the property of any of them. **VIOLATION OF ANY OF THE PROVISIONS OF THIS SECTION, OR OF ANY FEDERAL OR LOCAL LAWS, SHALL BE A SERIOUS, MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE AND GOODCAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.** Unless otherwise prohibited by law, proof of violation shall not require criminal conviction.

10. REMEDIES: You and we have all remedies provided by law. If you vacate before the end of your lease (even if due to eviction you must still pay rent for the entire lease less any net rent which we receive from re-renting your apartment. We have no duty to re-rent. However, if you have executed a lease addendum in which you elected to pay **liquidated damages for early lease** termination, that addendum applies. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable costs, including attorney fees, from the other party.

11. NOTICES: Any notices from us to you may be mailed to you by first class mail, or personally handed to anyone in your dwelling over the age of 14 years, or left at your dwelling in your absence, or delivered pursuant to Florida law. Delivery of one copy of a notice is sufficient for all residents. Any notice from you to us will be deemed delivered when received at our agent's office by certified mail, return receipt requested, or personally delivered to our agent's office during normal business hours. Notices may be given by us or our agent. You must pay, as additional rent, \$45.00 for any notices delivered to you due to your failure to comply with this lease or law. Resident acknowledges that notices to Resident may be delivered electronically, including via facsimile or electronic mail (email), subject to Local Laws.

Resident initials:

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12. RIGHT TO ENTER: You consent to our agent (or us) entering your dwelling during reasonable hours for inspections, maintenance and repairs, pest control, delivering notices, and other purposes provided by law. Tenants are required to cooperate with showing the property within the last 30 days of occupancy. Tenants are also required to cooperate with showings should the property be listed for sale. If tenant fails to cooperate, they agree to pay equivalent of 1 month market rent upon vacating the property.

13. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the dwelling and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and our agent in writing. You must maintain your dwelling in a clean and sanitary condition including prompt removal of trash and garbage. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. Tenant is responsible for clogged drain lines and clogged garbage disposals. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. **You must immediately notify our agent in writing of any needed maintenance or repair. You must inspect your smoke detector(s) at least once a month to determine if it is working properly and install working batteries and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if needed. Should washers, dryers and ceiling fans be present at move in, they are not warranted by the owner as they are left as a courtesy to the tenant at move in.**

Clogged plumbing lines and garbage disposals are the responsibility of the tenant. Tenant agrees to refer to the New Tenant Handbook received at lease signing and/or our website at www.allcountypolk.com and follow all maintenance procedures.

Landlord may, at Landlord's sole discretion, and/or All County Polk Property Management, may hire contractors to perform maintenance or repairs at the premises; however, no contractor shall be considered an employee of Landlord and/or All County Polk Property Management. Resident must be physically present on the day of scheduled repair work to grant access to Landlord's and/or All County vendors. Resident will be charged a trip fee ("**\$125**") if repair work or service has to be rescheduled due to Resident's failure to be present or grant access or it is determined that the necessary repair was resident caused or a repair that is Resident's responsibility. In addition, Resident, at its sole cost and expense, shall be responsible for installation and maintenance of any items required for the protection of the Premises against extreme weather conditions, storms, and natural disasters. Resident agrees to protect pipes and water fixtures against freezing. If an official hurricane "warning" is issued, Resident also agrees to install hurricane shutters, if shutters are provided by Landlord, and prepare the Premises for a hurricane and to remove such protections when such warning is lifted or expires. Resident's failure to maintain any item for which Resident is responsible will give Landlord the right to hire a vendor of its choosing to perform such maintenance and charge Resident to cover the cost of such maintenance. Resident's failure to maintain or repair any item for which Resident is responsible will also be deemed a default of the Lease. Landlord will have all remedies available to Landlord pursuant to this Lease and under applicable state law as a result of Resident's failure to cure such default within the time-frame determined by Landlord. Except as specifically allowed by Local Laws, routine repairs and maintenance that may be necessary at the Premises shall NOT excuse Resident from the timely payment of Rent.

14. MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for growth. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. Resident agrees to maintain the Premises free of dirt, debris and moisture that can harbor mold.

Resident shall, at its sole cost and expense, (a) clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; (b) clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; (c) use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation; (d) keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only; (e) use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; (f) use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans; (g) hang shower curtain inside bathtub when showering and only shower in bathtub; (h) immediately notify Landlord of any water intrusion, including roof or plumbing leaks, drips or "sweating" pipes; (i) immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities; (j) immediately notify Landlord of any significant mold growth on surfaces in the Premises; (k) not leave clothes, towels, laundry, or other items comprised of fabric in wet or damp piles for an extended period of time; and (1) allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation. Landlord reserves the right to terminate the tenancy and Resident agrees to vacate the Premises in the event Landlord in its sole judgment feels that either there is mold or mildew present in the Premises which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inaction's are causing a condition which is conducive to mold growth. Resident acknowledges and agrees that Landlord and Landlord's employees, agents, successors, and assignees will not be responsible for damages or losses due to mold growth to the extent resulting from Resident, members of Resident's household or Resident's guests or invitees failure to comply with these requirements.

15. PEST CONTROL: You must provide for the extermination of rats, mice, roaches, ants, bedbugs, and other vermin/insects. However, we may enter your dwelling to provide additional pest control service. "Bedbug" is the name given to a parasitic insect that feeds on the blood of warm-blooded animals, including humans. Landlord has no knowledge of any bedbug infestation or presence in the Premises. It is unlawful and a material breach of this Lease for Resident to allow any materials that are infested with bedbugs to be brought to the Premises. To reduce the risk of bedbugs, Resident should: (a) avoid used furniture, clothing, bedding (including mattresses) and luggage; (b) completely encase in a zippered cover any used mattress brought to the Premises; (c) carefully inspect and clean any luggage used in traveling or brought to the Premises by guests and (d) avoid sharing vacuum cleaners with others and regularly empty and/or replace vacuum cleaner bags or canisters. Resident shall be liable for the cost of treatment, and, in any event, Resident shall be liable for any cost incurred for treatment, pre-treatment action and post-treatment actions.

16. ALTERATION: You may not make alterations or additions, nor install or maintain in the dwelling, or any part of the premises, any fixtures, large appliances, or water filled furniture without our written consent. Any alterations, additions, or fixtures, which are made or

Resident initials:

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installed, will remain a part of the dwelling unless we specifically agree otherwise. No adhesives, screws, hooks, nails, or similar things may be driven into or applied to walls or other surfaces except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

17. LIABILITY: We will not be liable for any damages, loss, or injury to persons or property occurring within your dwelling or upon the premises. You are responsible for obtaining your own casualty and liability insurance. With respect to your family or invitees, you agree to hold us harmless and indemnify us from liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

18. DAMAGE: If we determine that your dwelling should not be occupied because of damage or risk to property, health, or safety, we may, at our option, terminate this lease. If it cannot be occupied due to the fault of you, your family, or invitee, you will be liable for any monetary loss to us including rent. Nothing may be used or kept in or about your dwelling that would increase our insurance cost, be a violation of law, or otherwise be a hazard. We have the authority to terminate this lease if Code Violations are issued on the property that would require the residence to be vacant. We also may terminate this lease if the Code Violations cannot be corrected by the owner in the time frame allotted by the authority issuing the violations.

19. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our rights to other remedies. Your rights under this lease are subordinate to any present or future mortgages on the premises. We may assign our interest in this lease. You and we waive any right to a jury trial concerning the litigation of any matters arising between us. No failure to enforce any term of this Lease will be deemed a waiver, nor will an acceptance of a partial payment of Rent be deemed a waiver of Landlord's representatives (including personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose any obligations on Landlord unless in writing.

20. POSSESSION: If the dwelling is not ready for your occupancy on the beginning date of this lease, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any loss caused by such delay or termination.

21. APPLICATION: If any information given by you in your application is false or not complete, we may, at our option, terminate this lease. You must notify us promptly in writing of any changes in the information provided to us in your application.

22. 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." Florida Statute section 404.056(5) requires that you be provided the preceding notice.

23. CREDIT REPORTS: We have the right to obtain credit and any other reports on you that we may deem appropriate until all of your obligations under this lease are fulfilled. Upon your written request, we will inform you of the name and address of each agency from which a credit report is obtained. We have the right to report to others our credit and other experience with you.

24. PARKING: We may restrict the number and type of vehicles that may be parked on the property. All vehicles must be in good operating condition; be in compliance with all requirements to operate on public streets including insurance; and not be unsightly (within our sole discretion). Vehicles may not be parked on grass or other places not intended for vehicle parking. Vehicles in violation of the foregoing may be removed without notice at the owner's or your expense. We are not liable for any claim arising as a result of removal. It is your responsibility to advise your invitees of these requirements and to determine that they have complied. You agree to indemnify and hold us harmless for any claims by your invitees for the removal of their property for violation of these requirements and to pay immediately as additional rent any amount due pursuant to such claim.

25. LAWN AND POOL: You must maintain the lawn, bushes, trees and other vegetation in as good or better condition as at the beginning of the lease, including watering, mowing, trimming, edging, weeding and fertilizing as applicable and as required. You may not make any alterations without permission. If there is a private pool, you must maintain it in good condition and in compliance with all laws and ordinances.

26. LAWS, ORDINANCES, AND RULES: You must comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the dwelling or premises and all rules and regulations of homeowners' associations affecting the dwelling or premises. Tenant agrees to pay for any violation or infraction to the rules or regulations of any applicable municipality or homeowner or condo associations or similar communities. Tenant shall pay the greater of the cost of any fine assessed by the municipality or association or similar communities or a \$100.00 penalty fee for the 1st infraction or \$175.00 penalty fee for a 2nd infraction, all as additional rent. Tenants and guests of tenants are required to keep noise levels in compliance with their local municipalities and not disturb the peaceful and quiet surroundings of their neighbors. Satellite dishes are not allowed to be installed to the roof or any part of a building or home. Satellite dishes must be installed onto a pole in the yard after receiving approval in writing.

27. LIENS: The estate of the Landlord shall not be subject to liens for improvements made by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the dwelling or premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's estate.

28. ADMINISTRATIVE FEE: Tenants agree to pay a non-refundable administrative fee of \$285 at the time of move in.

29. INSPECTIONS: Tenant/s agree to cooperate with the scheduling of interior inspections by downloading and using designated inspection software on their smart phone. If you are not able to perform your annual interior inspection, an All County Polk associate will schedule and perform the inspection. You will be charged a \$75 fee for not keeping scheduled appointments with vendors or any scheduled appointment with any person associated with All County Polk Property Management and the owner of the property.

30. HOA: If applicable, the monthly assessments arising from any homeowner's association ("HOA") relates to the Premises shall be paid directly by Landlord and arc included in the Rent. Resident agrees to comply with all applicable declarations, covenants, rules, regulations,

Resident initials:

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and other lawful directives of any IIOA to which the Premises is subject ('HOA Governing Documents*'). Resident will cooperate with Landlord in performing all acts necessary to comply with the IIOA. Resident hereby represents and warrants to Landlord that Resident (a) has reviewed and will comply with all applicable HOA Governing Documents and other instruments of record; (b) shall comply with all requirements, obligations and conditions of any senior interest holder such as Landlord's lenders; (c) shall not disturb, annoy, or endanger other neighbors or use the Premises for unlawful purposes; (d) shall comply with all federal, state and Local Laws; (c) shall provide prompt written notice to Landlord if it receives any notice of violation of any laws or IIOA Governing Documents; (f) shall have no voting rights in the IIOA; (g) shall reimburse Landlord for any fines or charges imposed by the IIOA as a result of Resident's violation or failure to comply with any of the applicable IIOA Governing Documents and other instruments of record; and (h) specifically authorizes Landlord to charge Resident for all fines and charges incurred as a result of Resident's violation or failure to comply with any of the applicable IIOA Governing Documents and other instruments of record as additional rent: and. in Landlord's sole discretion and upon demand by Landlord, (i) shall additionally pay to Landlord for each such violation or failure to comply an administrative fee ("**HOA Admin Fee**"). Resident acknowledges and agrees that all rights and obligations of the HOA are derived from the applicable IIOA Governing Documents. Resident agrees that in the event that Resident fails to comply with any provision of the applicable IIOA Governing Documents and other instruments of record within five (5) days following notice from Landlord of such failure to comply, Landlord shall have the right, but not the obligation, to access any non-secured areas of the Premises (including any unfenced yard area) to effect compliance, and upon such action by Landlord Resident shall pay to Landlord the cost of such compliance as additional rent with Resident's next monthly Rent payment.

31. SATELLITE DISHES: Provided Resident provides Landlord with prior written notice, Resident may install one dish attached to a pole that is inserted in the ground of the Premises, provided it does not exceed one (1) meter (3.3 feet) in diameter. Resident's installation must comply with reasonable safety standards and may not interfere with any cable, phone or electrical systems within or serving the Premises. Installation must be done by a qualified person or company and the satellite dish cannot be installed or affixed to the roof of the Premises. Resident will have the sole responsibility for maintaining any satellite dish or antenna and all related equipment. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of any satellite dish or related equipment. Resident agrees to indemnify, defend, protect and hold harmless Landlord and Landlord's agents for, from and against any liability, costs (including reasonable attorney's fees), or claims for personal injuries or property damage caused by or related to Resident's installation of a satellite dish. If Resident installs a satellite dish or antenna prior to satisfying the conditions set forth above, then Resident shall be deemed in default under the Lease.

32. NO ENCUMBRANCES PERMITTED: Resident has no authority or power to cause or permit lien or encumbrance of any kind whatsoever, whether created by act of Resident, operation of law or wise, to attach to or be placed upon the Premises. Landlord will have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from such liens. Resident covenants and agrees not to suffer or permit any mechanics lien, municipal lien or other lien to be placed against the Premises, and, in case of any such lien attaching or notice of any lien, Resident covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, if any such lien is not released and removed on or before the date notice of such lien is delivered by Landlord to Resident, Resident will be deemed in default hereunder and Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorney's fees and costs, incurred by Landlord in connection with such lien will be deemed Rent under this Lease and will immediately be due and payable by Resident.

33. FORCE MAJEURE: Any delay or failure in the performance by Landlord hereunder shall be excused if and to the extent caused by the occurrence of any event that is beyond Landlord's control, such as fires/ floods, earthquakes, wars, sabotage, terrorism, vandalism, governmental acts, injunctions, or labor "strikes, acts of God and any other occurrences that are unavoidable or unpreventable despite reasonable efforts to prevent, avoid, delay, or mitigate the effects thereof.

34. LEAD BASED PAINT: The Premises may have been constructed prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. In accordance with federal law, Landlord provided Disclosure stating he/she has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Resident acknowledges receipt of the "Protect Your Family From Lead in Your Home" pamphlet. The most current version of the 'Protect Your Family From Lead In Your Home" pamphlet provided by EPA can be obtained at any time by accessing the resident portal and/or from the EPA's website at https://www.epa.gov/s3fs-public/pyf_color_landscape_format_2017_508.pdf?vgTu8iF7P4jiniMLZcwSLWoZftTirJEc.

35. ASBESTOS: The Premises may contain asbestos, a substance known to cause cancer. In the event the Premises contains asbestos, disturbance or damage to certain interior surfaces may increase the potential exposure to this substance. Resident, occupants, and their guests, must not take or permit any action which in any way damages or disturbs the ceiling in the Premises or any part thereof, including without limitation: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) painting, cleaning or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration which may cause damage to the ceiling; (ix) or altering or disturbing the heating and ventilation system serving the Premises. including without limitation, any ducting connected thereto. Resident must notify Landlord and its agents immediately in writing (i) of any damage to or deterioration of the ceiling in the Premises or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described above in this paragraph.

36. TRANSACTION BROKER NOTICE: As a transaction broker, All County Polk Property Management Inc., and associates, provides to you a limited form of representation that includes the following duties: (1) Dealing honestly and fairly, (2) Accounting for all funds, (3) Using skill, care, and diligence in the transaction, (4) Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer, (5) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing, (6) Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and (7) Any additional duties that are Resident initials:

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entered into by this or by separate written agreement. Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

37. LEASE PRESENTATION: Tenant agrees that they have viewed the Lease Presentation Video on our website prior to signing this Lease Presentation Video prior to signing this Lease Agreement. <https://allcountypolk.com/lease-presentation/>

38. EARLY TERMINATION OR LIQUIDATED DAMAGES: In accordance with Florida Statutes §83.595, in the event Resident breaches the Lease, or if Landlord has obtained a writ of possession, or if Resident has surrendered possession of the dwelling unit before the lease term expires, or if Resident has abandoned the Premises, Resident may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which Landlord may be entitled. As such, Resident may elect to pay a fixed amount as specified below under Choice 1 (pursuant to Fla. Stat. §83.595(4)) OR Resident may elect to allow Landlord to charge what is otherwise allowed by statute under Choice 2 (pursuant to Fla. Stat. §83.595(1), (2) or (3)). This choice must be made at the time the Lease is signed. If no choice is made, and Resident breaches the Lease as set forth herein, then Landlord will charge what is allowed by Florida Statutes and the Lease. Therefore, Resident hereby indicates his/her acceptance or rejection of the liquidated damages and early termination fee by indicating such election below and by signing this Lease.

ELECTION TO PAY LIQUIDATED DAMAGES / EARLY TERMINATION FEE:

_____ By choose yes, I agree, as provided in Fla. Stat. §83.595(4), to provide Landlord with sixty (60) days advanced written of my intent to terminate the Lease prior to the expiration of its term. I agree to forfeit my security deposit and to pay Landlord, at the serving such notice, a sum equivalent to two (2) month's rent as an early termination fee in addition to paying rent through the expiration of the sixty (60) days notice period, which notice period must only expire on the last day of a monthly rental period. Upon Resident's compliance with the above, the Lease will be terminated by agreement between the parties and I shall have no further obligation under the Lease as Management waives the right to seek additional rent beyond the month Management recovers possession of the rental unit. Further, I agree to leave the property in broom swept clean condition.

If I fail to perform the obligations I agreed to in the Lease, including timely payment of Rent and occupancy through the term of the Lease, and including if I fail to fully perform the obligations contained in the above paragraph for mutual early termination of the Lease. I shall be deemed to have materially defaulted and breached the Lease. In such event, I agree to pay an amount equal to two (2) month's rent to Landlord as liquidated damages in accordance with Fla. Stat. §83.595(4) if I breach the Lease Contract, or if Landlord has obtained a writ of possession, or if I have surrendered possession of the Premises before the lease term expires, or if I have abandoned the Premises, or if I elect to terminate the Lease before the lease term expires. I understand and accept this liquidated damage amount specified herein, which election is made by me at the inception of the Lease.

In the event this option is elected, then Landlord is entitled to Rent and all other charges (including property damages to the dwelling unit beyond normal wear and tear) accrued through the end of the month in which Landlord retakes possession of the dwelling unit, in addition to the liquidated damages or early termination fee amount set forth in this option in accordance with Fla. Stat. §83.595(4). However, Landlord waives the right to seek additional rent beyond the month in which Landlord retakes possession.

ELECTION NOT TO PAY LIQUIDATED DAMAGES / EARLY TERMINATION FEE:

X _____ By choosing NO, I do not agree to liquidated damages or early termination fee and I acknowledge that Landlord may seek damages as provided by law in accordance with Florida Statutes 83.595(1), (2) or (3) if I breach the Lease Contract, or if Landlord has obtained a writ of possession, or if I have surrendered possession of the Premises.

RULES AND REGULATIONS

- 1. FURNITURE:** RESIDENT WILL NOT keep any water-containing furniture in the Premises.
- 2. WALLS AND WOODWORK.** RESIDENT WILL restore the doors, woodwork or walls of the Premises to the same condition as originally rented by Resident in the event Resident drives nails into or uses adhesives of any kind on the doors, woodwork or walls. Resident shall be responsible for any damage caused by any violation of this rule.
- 3. WALLPAPER AND PAINT.** RESIDENT WILL NOT apply contact paper, wallpaper, or other wall covering to the Premises, and **will** not change the type or color of paint at the Premises, interior or exterior, without Landlord's prior written consent.
- 4. PORTABLE HEATERS.** RESIDENT WILL NOT store, install or operate, in or about the Premises, portable heaters fueled by kerosene or any other fluid. **SUCH HEATERS ARE ABSOLUTELY NOT ALLOWED!**
- 5. LOCKS.** RESIDENT WILL NOT change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written consent of Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to Landlord. If Resident fails to comply with this rule, Resident shall pay Landlord \$150 for reimbursement of the cost of changing or re-keying the locks.
- 6. APPLIANCES AND UTILITIES.** RESIDENT WILL NOT misuse or overload appliances or utilities furnished by Landlord. RESIDENT WILL NOT leave water running anywhere at the Premises.
- 7. ADVERTISING.** RESIDENT WILL NOT display any advertisement, sign, or notice, inside or outside the Premises.
- 8. FIRE RISK.** RESIDENT WILL NOT store at the Premises any material of any kind or description that is combustible, or would increase the risk of fire. Resident shall not leave burning candles unattended, leave food cooking on the stove or in the oven unattended, and shall not use the fireplace (if applicable) to burn paper or other items not intended for burning in a fireplace. RESIDENT will comply with any "no burn days" declared by local government authorities.

Resident initials:

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9. LAW AND INSURANCE. RESIDENT WILL NOT do anything that would violate any law or increase the insurance rates on the Premises or on any building or structure situated thereon. Resident agrees that in the event that Resident fails to comply with any provision of the applicable HOA Governing Documents and as a result Landlord is required to effect compliance, Resident shall pay to Landlord an HOA Admin Fee in the amount of \$100 for the first infraction, and \$175.00 for any additional infraction plus the cost of such compliance as additional rent.

10. WINDOW SILLS. RESIDENT WILL NOT place anything on the outer edges of the sills of windows.

11. STORAGE AND PLAY EQUIPMENT. RESIDENT WILL NOT install or erect any permanent or portable swimming or wading pools, playground equipment, storage sheds or other facilities anywhere at the Premises without Landlord's prior written consent.

12. LOUD DISTURBANCES / QUIET ENJOYMENT OF PREMISES. RESIDENT WILL NOT disturb the peace and quiet enjoyment of any surrounding property by disruptive behavior in, on, or near the Premises. Loud music or any other disturbance that can be heard two feet away from a closed door or ten feet away from an open window or door will not be tolerated at any time. The use of fireworks is strictly prohibited.

13. UNTAGGED/INOPERABLE VEHICLES. RESIDENT WILL NOT work on any motor vehicles at the Premises or within 200 feet of the Premises. Untagged or inoperable vehicles are not allowed at the Premises and will be towed at Resident's expense. Subject to Local Laws, as defined in the Lease, Resident agrees that any abandoned, unlicensed, and/or inoperable vehicles parked at the Premises may be towed from the Premises by Landlord at the Resident's expense after posting a 72 hour notice in a conspicuous place on the vehicle indicating Landlord's intent to tow said vehicle. Resident further agrees not to store and/or park any commercial or public vehicle at the Premises under any conditions. No motorcycles, mopeds or vehicles shall be allowed to be parked on the lawn or porches at the Premises.

14. GARBAGE AND RUBBISH. RESIDENT WILL place Resident's garbage and rubbish for disposal only as Landlord directs. Resident shall keep the entire Premises in a good state of preservation and cleanliness. Allowing trash and debris to accumulate is a material breach of this Lease. Resident is responsible for removal of trash and debris accumulating at the Premises, regardless of who deposited the trash and debris there. If Landlord sees trash and debris at the Premises, Landlord may remove said trash and charge Resident a reasonable fee for doing so. Resident shall obey the Local Laws regarding trash removal and must place trash for collection in the manner specified by such municipality. Any trash left behind will be Resident's responsibility and must be cleaned up immediately. Any container left on the curb, sidewalk and/or in the grass may be removed by Landlord, the HOA, and/or the City. Resident agrees to pay any additional reasonable fees and fines incurred as a result of Resident's failure to properly store containers as additional rent.

15. CONDITION OF PREMISES. RESIDENT WILL keep balconies and patios free of all personal belongings and trash receptacles, except that Resident may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Resident agrees that any blockages in plumbing and drains or any broken glass that is not revealed on the inspection and inventory record at time of move in are the full responsibility of Resident regardless of cause. Resident agrees to make a diligent effort to repair any hazardous conditions as quickly as possible.

16. TUNE-UP INSPECTIONS. Tune-up inspections are designed to provide routine maintenance and repairs on a home and to ensure your home is being kept in good condition as described under the Lease and applicable lease addenda. The tune-up inspections are scheduled as needed during your Lease Term. If Resident fails to pass any inspection, an additional inspection may be scheduled to confirm that any required remediation has been completed.

Resident requests for service and/or repairs will be scheduled concurrently with the next tune-up inspection. A trip charge of up to \$100 ("Trip Fee") will be billed to the Resident if Resident requests a service visit at a date other than the next available tune-up inspection. The trip charge will not apply to any requests for repairs that would render the Premises uninhabitable under state law or would otherwise be considered an emergency or urgent by Landlord unless such repair was caused by Resident in which case Resident will be responsible the trip charge and all costs of repair. Landlord may assess incremental charges for any repairs done where the cause is determined to be from Resident activity. Failed inspections due to substantial damage, including but not limited to, holes in walls, severe carpet damage, landscape neglect requiring sod replacement, and similar type damages will constitute a default of the Lease; in which case, the Landlord shall have the right to pursue any and all remedies under the Lease.

17. DISPOSAL OF GREASE, ETC. RESIDENT WILL dispose of grease or other drain-blocking material or waste in a sealed container (i.e. glass jar) and throw it away as rubbish. Resident shall not dispose of grease or other drain-blocking material or waste in the plumbing, drains, or disposal systems at the Premises, and if Resident causes any such blockage. Resident shall reimburse Landlord for all resulting costs of repair or replacement.

18. HEATING OF PREMISES. RESIDENT WILL keep the Premises heated to a minimum temperature of 50 degrees Fahrenheit during cold weather by using the heating equipment at the Premises. RESIDENT WILL NOT use the stove or other appliances for heating. Resident shall reimburse Landlord for all costs incurred by Landlord in repairing or replacing frozen pipes serving the Premises.

19. MISCELLANEOUS. RESIDENT WILL keep the cellar, yard, sidewalk and driveway clean, properly cut the grass, trim the bushes, and weed all flower beds, keep the front, rear and any sidewalks, steps and driveway clear of ice and snow, and pay the cost of exterminating insects and pests at the Premises. Landlord does not supply, repair, replace or install storm doors, storm windows, screen doors, window screens or shades, fuses, light bulbs, smoke detectors (except if required by Local Laws), batteries, furnace fillers, laundry wash trays, janitor service, garbage collection or any items or services not specifically listed as supplied in the Lease.

20. SMOKE DETECTOR TESTING. Landlord has installed smoke detector(s) or carbon monoxide detector(s) in the Premises, and it is Resident's responsibility to test them on a regular basis, keep them in operating condition at all times, and change batteries as necessary. Resident must immediately notify Landlord, in writing, of any problem, malfunction or damage in either a smoke alarm or carbon monoxide detector. Resident shall also supply and maintain fire extinguisher(s).

21. PARKING. RESIDENT WILL only park vehicles in compliance with Local Laws and in areas designated by Landlord for parking (i.e. driveway, parking lot/spaces, off street parking). The driveway, garage, and/or parking spaces are to be used for parking properly licensed and operable motor vehicles, except as otherwise prohibited by any law, ordinance, or homeowner's association. Resident is responsible

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for making sure that any family, agent, employee, guest or invitee of Resident knows where the designated parking areas are. If any vehicles are parked in non-parking areas, such as grass, sidewalks, or in front of mailboxes, or in the neighbors yards, then the vehicle may be towed at Resident's expense.

22. TEXTING. By signing this lease you hereby consent to allow the manager, staff and their preferred vendor's to text you information about appointments, reminders or alerts. We do not share your phone numbers with any advertisers this is only a communication tool for us. Normal text messaging charges may apply from your cellphone carrier. If you choose not to receive text alerts, please "opt out" by sending an email to info@allcountypolk.com titled "Opt-out of text messaging."

23. DEFAULT NOTICE: Tenant agrees to pay a \$40.00 posting fee if a default notice (i.e. 3 Day Notice, 7 Day Notice, etc.) is required to be delivered to tenant and said fee shall be considered and treated as additional rent.

24. VACATING: Upon vacating, tenant agrees to follow the vacating instructions exactly or be subject to a minimum unit cleaning fee of \$250.00 and a minimum carpet/flooring cleaning fee of \$150.00.

25. COLLECTION FEE. Resident agrees that in the event that resident or his/her invitees incur an HOA Fine, Code Enforcement Fine, or maintenance expenses deemed to be resident responsibility, resident will reimburse landlord for the expense and will be added to your account as additional rent. Resident also agrees to pay an additional 10% of the incurred expense to All County as a collection fee/ surcharge.

26. PETS. No pets (including dogs, cats, snakes, or any other species of fauna), aside from the ones specified on your lease, can visit or live at the property for any amount of time. NO EXCEPTIONS.

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