

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (“Lease”) is made and entered into on the date as reflected in paragraph (a) of the Summary Lease Information between Lessee and Lessor.

W I T N E S S E T H :

1. TERMS AND PREMISES. Lessor leases to the Lessee the premises reflected in paragraph (g) in the Summary Lease Information, hereinafter referred to as the “premises,” for a term beginning on the date reflected in paragraph (b) of the Summary Lease Information, and ending on the date reflected in paragraph (h) of the Summary Lease Information, (subject only to early termination as set forth in paragraph 15 below).

2. RENT.

(a). Payment Amount. Lessee shall pay to Lessor as rent for each month during the term of the lease the sum reflected in paragraph (l), payable in advance, beginning on the first day of the term and on the first day of each and every month thereafter until the termination of this lease.

(b) Payment Location. Rental payments shall be made payable to Lessor and delivered to Lessor’s address as stated in paragraph (d) of the Summary Lease Information, unless Lessor has designated a property manager as reflected in paragraph (m) of the Summary Lease Information, in which case rental payments shall be made and delivered according to the information in said paragraph, or at such other place as the Lessor might from time to time direct.

(c) Returned Check or Late Fee. If any checks or payments of Lessee’s are returned for insufficient funds, then Lessee shall pay the greater of \$40.00 or 5% of the face amount of the check. If the rent is not received by the fifth (5) day of the month, there will be a fifty (\$50.00) dollar late fee or ten (10%) percent of the rent, whichever is greater, due and payable with the current month’s rent.

3. SECURITY DEPOSITS. “Security Deposit” has the meaning assigned to that term in §83.43 of the Florida Statutes. The Lessee shall upon execution of this lease deposit with the Lessor the amount reflected in paragraph (k) of the Summary Lease Information, which sum shall be retained by the Lessor, or if the property is being managed for the Lessor by a licensed real estate agent, then, by such agent, in a segregated non-interest bearing trust account as listed in paragraph (n) of the Summary Lease Information, or other FDIC insured bank as Lessor deems appropriate, subject to written notification to Lessee, which the Lessor may apply only to remedy any default the Lessee has undertaken, including the payment of rent, necessary cleaning or damage. The above deposit includes the Non-Refundable Carpet cleaning fee as reflected in paragraph (k)(a) of the Summary Lease Information and a Pet Fee as reflected in paragraph (k)(b) of the Summary Lease Information.

Lessee shall keep no domestic or other animals on or about the premises without the prior written consent of Lessor. The pet fee will be refunded only if there is no damage done to the premises after inspection. Within fifteen (15) days following vacation of the premises (return of keys), the Lessor shall return to the Lessee all of the security deposit not required for the payment of rent or to remedy defaults of the Lessee. Notwithstanding the fifteen (15) day period, the Lessor agrees to make every reasonable effort to inspect

the premises and refund any of the security deposit due the Lessee as soon as possible after vacation of the premises.

Deductions from the Security Deposit may result from any or all of the following:

- (a) unpaid or accelerated rent;
- (b) late charges;
- (c) unpaid utilities;
- (d) costs of cleaning, deodorizing, and repairing the Property and its contents for which Lessee is responsible;
- (e) pet violation charges;
- (f) replacing unreturned keys, garage door openers or other security devices;
- (g) the removal of unauthorized locks or fixtures installed by Lessee;
- (h) insufficient light bulbs;
- (i) packing, removing, and storing abandoned property;
- (j) costs of reletting, if Lessee is in Default;
- (k) removing abandoned or illegally parked vehicles;
- (l) attorney fees and costs of court incurred in any proceeding against Lessee;
- (m) any fee due for early removal of an authorized key box; and
- (n) other items Lessee is responsible to pay under this Lease.

If deductions exceed the security deposit, Lessee will pay to Lessor the excess within ten (10) days after Lessor makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

Lessee agrees to pay a one-time pest control fee as reflected in paragraph (k)(c) of the Summary Lease Information, which will be used by Lessor to hire a pest control service upon Lessee's vacating the premises or at the expiration of the term of the Lease.

4. POSSESSION. Lessee shall not be entitled to possession of the premises unless and until Lessee and Lessor have executed this Lease. If Lessee is unable to occupy the premises by reason of (a) the premises not being ready for occupancy, (b) the holding over of any previous occupant, or (c) any cause beyond the direct control of Lessor, Lessor shall not be liable in damages to Lessee, but during the period Lessee is unable to occupy the premises the monthly rental shall be abated, prorated on a daily basis. Lessor shall use its sole discretion to determine when the premises are ready for occupancy.

5. USE OF PREMISES. The premises, including any part of the house or yard, shall be used for the purpose as reflected in paragraph (p) of the Summary Lease Information only by Lessee and the persons listed in paragraph (e) of the Summary Lease Information, together with the personal property attached hereto as Exhibit "A". Lessee and Lessee's guests, invitees, and uninvited visitors shall not use, nor permit any person to use, the premises in violation of the law of the United States or of the State of Florida or of the ordinances or other regulations of the local governmental unit or of any other lawful authority; and Lessee shall comply with all health, fire, and police regulations. Lessee and Lessee's guests, invitees, and uninvited visitors shall not cause, allow, or permit any waste, misuse, or neglect of the premises. Lessee agrees to pay for all damages caused to the premises and/or community by Lessee or Lessee's guests, invitees, or uninvited visitors. Lessee will promptly report to Lessor any damage or defects in and about the premises which require repairs, provided, however, that all repairs and service calls attributable to the act, neglect, or omission of Lessee or Lessee's guests, invitees, or uninvited visitors shall be charged to and

paid for by Lessee consistent with paragraph (7), including but not limited to repairs to fixtures and any other items furnished by Lessee. Lessee shall also be responsible for any charges by the local government unit or other lawful authority, including applicable owners' association, and for the removal of any liens filed as a result of lessee's failure to comply with any applicable ordinances or regulations. Additionally, Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance on the premises nor for any purpose other than those specifically allowed in this Lease, nor to be occupied (in whole or in part) by any person other than those specified in this Lease, nor for any purposes that would injure the reputation of the premises or the neighborhood. Further, Lessee will in every respect comply with the requirements of any underwriter's association so as not to increase the rates of insurance on the premises and contents of the premises.

If applicable, Lessee understands and acknowledges that the premises is subject to the restrictive covenants of the owners' association, which document has been attached hereto as Exhibit "B". Lessee agrees to comply with all of the terms and conditions contained within those covenants. In the event of a violation of said covenant as a result of Lessee or Lessee's guests, invitees, or uninvited visitors, Lessee assumes responsibility to rectify the violation and any fines or costs associated with said violation.

6. INSPECTION AT COMMENCEMENT OF OCCUPANCY. Prior to the execution of this Lease, the premises was inspected by the Lessor and Lessee and Lessee found the premises to be in good order and repair unless Lessee submits to Lessor a written inventory of defects. Other deficiencies or items of disrepair at the beginning of term which are noted by the Lessee after taking occupancy of the premises shall be reported to the Lessor in writing not more than five (5) days after taking occupancy or shall be deemed to be waived by the Lessee.

7. CARE AND CONDITION OF PREMISES. Lessee shall maintain and keep the premises in good repair and clean condition (making no alterations or additions, except as allowed in accordance with paragraph eight (8) below). Lessee shall refund Lessor for the cost of all repairs made necessary by the negligent or careless use of the premises and will surrender the premises at the termination of this Lease in a similar condition as when taken, reasonable wear and tear resulting from careful usage excepted. Lessee shall promptly pay for all expenses for the removal of any wall covering or other items installed by Lessee during the tenancy and for the restoration and repainting of all walls or ceilings affected. If Lessee fails to maintain the premises in good repair or to repair or pay for damages caused by his/her waste, misuse, or neglect, or to pay for the removal, restoration, and repainting, the costs for these matters shall be deemed to be additional rent under this Lease and due from Lessee to Lessor on the first day of the month following the damage. If Lessee fails to carry out all necessary maintenance and repairs, Lessor shall have the option, but not the obligation, to enter on the premises and make the repairs and to charge the expense of the repairs to Lessee as additional rent under this Lease. Notwithstanding the above, Lessee shall be responsible for any required maintenance and minor repairs. A repair will be considered minor if the costs is equal or is less than \$75.00. If appliances belonging to the Lessor are being used by Lessee, neither the Lessor nor the Lessee shall be obligated to keep said items in repair except the Lessee shall be liable for negligent damage.

8. ALTERATIONS. Lessee shall make no alterations, decorations, additions or improvements in or to the premises without Lessor's prior written consent. All alterations, additions, or improvements, including television aerial or other fixtures, made by either party shall become the property of Lessor and shall remain on, and be surrendered with the premises, as a part of the premises, at the end of the term.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not have the right to sublet the premises, without written consent of Lessor.

10. LESSOR'S ACCESS TO PREMISES. Lessor or Lessor's Agent may enter the premises in the following circumstances:

- (a) At any time for the protection or preservation of the premises or to place a "For Rent" or "For Sale" sign on the property.
- (b) After reasonable notice to Lessee at reasonable times for the purpose of repairing the premises.
- (c) To inspect the premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; or exhibit the premises to prospective or actual purchasers, mortgagees, Lessees, workers, or contractors under any of the following circumstances:
 - (1) with Lessee's consent;
 - (2) in case of emergency;
 - (3) when Lessee unreasonably withholds consent; or
 - (4) if Lessee is absent from premises for a period of at least one-half of the rental installment period. (If the rent is current and Lessee notifies Lessor of an intended absence, then Lessor may enter Premises only with Lessee's consent or for the protection or preservation of the premises).

If Lessee fails to permit reasonable access under this paragraph, Lessee will be in default.

11. UTILITIES. Lessee shall pay for all utilities separately metered or billed, including all connection fees, service fees, usage fees, and all other costs and fees, to the premises during the entire term of this Lease, and Lessee shall make all needed arrangements to secure those utilities on or before the commencement date of this Lease. Utilities shall include, at minimum, water, gas, electricity, phone, cable and garbage collection. In the event that Lessee fails to transfer utilities to Lessee's name or fails to make timely payment for the services, Lessor reserves the right to apply the security deposit to these accounts, or to have service discontinued. Lessor reserves, subject to applicable law, the right to withhold refund of the security deposit after termination of the Lease, pending final payment by Lessee of all utility charges accrued during the term.

12. COST INCREASE MODIFICATIONS. Lessor, without the consent of the Lessee, may alter and adjust any provision of this Lease, at any time during the term of this Lease, on written notice of not less than thirty (30) days to the Lessee for the following reasons:

- (a) Changes required by federal, state, or local law, rule or regulation;
- (b) Changes in rules relating to the premises, or the property where the premises is located, that are required to protect the physical health, safety, or peaceable enjoyment of Lessee and guests; or
- (c) Changes in the amount of rent payable to cover additional costs in operating the premises incurred by the Lessor because of increases in ad valorem property taxes or assessments, charges for water and sanitary sewer or other utility services consumed at the premises,

refuse pick-up or other such charges, or increases in premises paid for liability or fire insurance.

13. GENERAL LIABILITY, INDEMNIFICATION AND INSURANCE. Lessee assumes all risks and responsibilities for accidents, injuries, and death to persons or property occurring in, on, or about the premises. Lessee agrees to indemnify and hold harmless Lessor and Lessor's agents, successors, and assigns from any and all claims, liabilities, losses, costs, and expenses, including attorney fees, arising from, or in connection with, the condition, use, or control of the premises, including the improvements on the premises, no matter how caused, and for any act done by Lessee, or any agent, invitee, or licensee of Lessee, or any other party, except in the case of Lessor's failure to perform, or negligent performance of, a duty imposed by law. Lessee shall, at Lessee's sole cost and expense, maintain casualty insurance and liability coverage also known as a Renter's Policy and will provide a copy of the policy to the Lessor. Lessor shall have the right to require Lessee to obtain additional insurance coverage, in form and amounts determined by Lessor, deemed necessary by Lessor to provide adequate insurance coverage for the premises based on the location and type of property covered and its use. Lessor further reserves the right to obtain additional insurance coverage, at Lessor's own expense, in form and amounts considered prudent by Lessor with respect to similar types of property.

The Lessee is advised and understands and agrees that personal injury to, and damage to the personal property of, Lessee, Lessee's guests, invitees, or uninvited visitors in or on the premises is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such damage or loss. Lessor shall not be responsible for personal injury, or loss of food, clothing, furniture, or any of lessee's other possessions in the event of appliance failure, water leak or water backup, bursting pipes, fire, loss of utility service or other events, and in no event shall Lessor be responsible for theft, vandalism, or mysterious disappearance of Lessee's property regardless of the state of security of the premises. Further, if Lessee, Lessee's guests, invitees, or uninvited visitors are injured, or if any property of Lessee, Lessee's guests, invitees, or uninvited visitors is damaged, for any reason whatsoever, Lessee must give Lessor written notice of the injury or damage within seven (7) days of its occurrence.

14. DAMAGE. In the case the premises shall be partially damaged by fire or other cause at any time during the term of this Lease, the premises shall be repaired by Lessor with all reasonable dispatch, and provided that the damage has not been caused by the acts or omissions to act by Lessee, Lessee's guests, invitees, or uninvited visitors, a proportional reduction of rent shall be allowed to Lessee for the time required by the repairs, except that:

- (a) if Lessee can use and occupy the premises without substantial inconvenience, there shall be no reduction of rent; and
- (b) if the repairs are delayed because of the failure of Lessee to adjust his/her own insurance, no reduction shall be made beyond a reasonable time allowed for the adjustment.

If the damage caused by fire or other cause shall amount substantially to the destruction of the premises or the building containing the premises, Lessor shall have the option to rebuild and/or repair the damage or to cancel this Lease by notice in writing delivered to Lessee within thirty (30) days after the occurrence of the fire or other casualty resulting in such damage. If Lessee elects to rent or utilize alternate housing facilities following damages to the premises, Lessee shall be responsible for the cost of the alternate facilities.

15. EARLY TERMINATION OF LEASE. The following paragraph shall apply if the Lessor and/or the Lessee are members of the military in good standing.

(a) Lessor. In the event that Lessor returns to the area, the Lessor may terminate this Lease on thirty (30) days written notice to the Lessee in any of the following events:

- (1) If the Lessor received permanent change of station orders to return to the area where the premises are located; or
- (2) If the Lessor is released from duty.

(b) Lessee. The Lessee may terminate this Lease on sixty (60) days written notice to the Lessor in any of the following events:

- (1) If the Lessee received permanent change of employment location to depart fifty (50) or more miles from the area where the premises are located;
- (2) If the Lessee is released from employment through no fault of Lessee;
- (3) If the Lessee has leased the premises prior to arrival in the area and his employment is changed to a different area prior to occupancy.

(c) Rent Adjustment. Notice furnished under the provisions of (a) or (b) of this paragraph shall have attached a copy of the official orders or a letter signed by the party's employer reflecting the circumstances that warrant termination under this paragraph. If the Lessor terminates the Lease under this paragraph, Lessor shall allow a reduction in rent and if the Lessee terminates the Lease under this paragraph, Lessee shall pay additional rent in the following manner:

- (1) If termination occurs during the first six (6) months of the original term, without extension, 75% of one month's rent.
- (2) If termination occurs after the first six (6) months of the original term but before the end of the original term, without extension, 50% of one month's rent.
- (3) If termination occurs on or after the end of the original term of the Lease, without extension, there shall be no adjustment of rent under this paragraph.

This paragraph does not relieve Lessees for Base Housing.

16. EXTENSION OF TERM. Unless otherwise agreed in writing, no extensions shall be provided.

17. TERMINATION BY DEATH OR MISSING STATUS. If the Lessor or Lessee, husband or wife, should die or be reported in a missing status under 37 U.S. Code, Section 551, during the term of this Lease, the spouse of the deceased or missing person of the Executor or Administrator of the deceased may terminate this Lease by giving at least two month's written notice. This right of termination of Lease must be exercised within sixty (60) days of death or missing status report.

18. TERMINATION BECAUSE OF DEFAULT. If Lessee shall default in fulfilling any covenant or condition of this Lease, including any of Lessor's rules or regulations, or if Lessor shall deem objectionable or improper any conduct of Lessee or of any of those living in or visiting the premises, the Lessor may, when applicable, give Lessee notice as is prescribed by law, (three (3) day notice shall be required if the default consist of a failure to pay rent when due) of Lessor's intention to terminate the

tenancy, and at the expiration of the notice period, the term of the tenancy shall expire and the Lessee shall then quit and surrender the premises to Lessor. Notwithstanding the above, Lessor may, subject only to notice requirements as stated in Section 83 Florida Statutes, immediately terminate this Lease, reenter, and take possession of the premises, on the happening of any of the following events of default:

- (a) If Lessee fails to cure any default in the performance of any covenants of this Lease;
- (b) if a petition in bankruptcy shall be filed by or against Lessee and the trustee shall fail to assume the Lease within sixty (60) days of filing of the petition, thereby being deemed to have rejected this Lease or if Lessee shall make a general assignment for the benefit of creditors or receive the benefit of any insolvency or reorganization act; or
- (c) if an execution or attachment shall be issued under which the premises shall be taken or occupied or attempted to be taken or occupied by anyone other than Lessor; or
- (d) if the premises becomes and remains vacant or deserted for a period of fourteen (14) consecutive days, without notifying Lessor of same; or
- (e) if this Lease is assigned or the premises sublet to, or occupied by, any person other than Lessee and those listed in paragraph (e) of the Summary Lease Information.

No termination of this Lease and/or tenancy created by it, and repossession of the premises because of Lessee's default shall relieve the Lessee of his/her liability and obligation under this Lease, including but not limited to the obligation to pay rent until termination of this Lease as described in paragraph one and two above, less the proceeds of any re-letting of the premises (after deducting all actual costs and expenses of the re-letting including actual labor expenses) made by Lessor. If Lessee abandons or vacates the premises, the same may be re-let by the Lessor for any rent and on any terms as Lessor may see fit; and if a sufficient sum is not thereafter realized, after paying the expenses of re-letting and collection, to satisfy the rent reserved by this Lease, the Lessee agrees to pay all court costs, collection costs, and/or reasonable attorney fees necessarily incurred by the Lessor by reason of any proceedings commenced by the Lessor to compel Lessee's compliance with the terms and conditions of this Lease; any court costs, collection costs, and/or attorney fees shall be paid as allowed by Florida case law, statutes, and court rules. Notice provided for in this paragraph shall begin to run on the date delivered in all cases and without exception.

19. HOLDOVER. After vacating the premises, Lessee shall pay for all utility services due and have them discontinued, will see that the premises are swept out and adequately cleaned, remove all trash or other refuse from the premises, lock all doors and windows, and return any keys to Lessor or Lessor's agent. In the event that Lessee remains in possession after the terminating of this Lease, by expiration or otherwise, no rights shall be created in Lessee and rent shall be due for the period of the holding over at double the rate specified as rent in this Lease.

20. CHECKOUT PROCEDURES. The security deposit will not be returned to the Lessee until after Lessee has moved off the premises and the premises has been inspected by the Lessor or its representatives and Lessee, if so desired, to determine if the premises is as clean as it was on the original occupancy and a determination made as to whether any damage other than normal wear and tear has occurred. Lessee understands and acknowledges that the inspection will occur on a mutually scheduled weekday, during normal business hours, and that **utilities must remain on for the inspection, otherwise, they will be reconnected at the Lessee's expense.**

21. MAINTENANCE.

(a) **Yard.** Lessee agrees to keep the lawn and shrubs and surrounding areas in as healthy condition as possible under normal conditions and compatible with the neighborhood, including watering, fertilizing, mowing, edging and trimming shrubs as required. In the event that premises is located in a restricted community, Lessee, at a minimum, agrees to comply with all terms and conditions contained within the covenants and restrictions. If the association posts notice of a violation, Lessee agrees, at Lessee's cost, to renovate the premises to acceptable standards.

(b) **Plumbing.** If a plumbing problem arises after day Thirty (30) of occupancy, it shall be the responsibility of the Lessee to rectify said problem at Lessee's cost.

(c) **Heating and Cooling.** Lessee agrees to maintain the heating and cooling systems, including changing filters on a monthly basis and removing any trash, grass and leaves around applicable compressors as serious damage may result to the unit as a result of Lessee's failure to maintain same.

(d) **Pumps.** If the premises contains a lawn pump, the pump must be drained in the winter to avoid freezing and cracking. Lessee shall bear all costs associated with damage as a result of Lessee's failure to drain the pump. After the pump has been drained, Lessee acknowledges and understands that the pump must be primed before starting, as failure to prime the pump before starting it will damage the seals resulting in serious damage to the pump. Lessee shall be responsible for any damage to the pump as a result of Lessee's failure to comply with this paragraph.

(e) **Cold Weather.** In the event of a hard freeze, the water faucets should be heavily insulated or allowed to drip to prevent freezing. Lessee understands and acknowledges that failure to properly protect the water faucets may result in serious damage, which repair costs shall be borne by and the responsibility of Lessee.

22. **WAIVER.** Lessor's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Lessor's right of the full amount of the rent.

23. **NATURE OF RELATIONSHIP.** Lessor and Lessee understand and agree that no provision contained in this Lease, nor any acts of the parties to this Lease, shall be deemed to create any relationship other than that of Lessor and Lessee.

24. **SUCCESSORS.** The terms, covenants, and conditions of this Lease shall bind and inure to the benefit of the heirs, personal representative, and successors and permitted assigns of the parties.

25. **NOTICES.** Unless otherwise provided in this Lease, all notices required or permitted under this Lease shall be in writing and shall be served on the parties at their respective addresses as stated in the Summary Lease Information, until Lessee takes possession of the premises, then any notice to Lessee shall be given by certified mail, return receipt requested, or delivered to Lessee at the premises. If the Lessee is absent from the premises, a notice to Lessee may be given by leaving a copy of the notice at the premises. Any notice provided for by this Lease shall begin to run on the date such notice is delivered except that if the premises is being managed for the Lessor by a licensed real estate agent, then notice shall begin to run on the date such notice is delivered, provided such delivery is on the first day of the calendar month. If vacation of the premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rental due for any resulting partial rental period shall accrue at the daily rate which shall be

calculated by dividing the monthly rate by the number of days in the month in which the premises are vacated.

26. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and all provisions of this Lease relating to time shall be strictly construed.

27. APPLICABLE LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Florida and proper venue shall be the county in which the property is located.

28. ATTORNEY FEES. In the event action is brought by any party to enforce any of the terms of this Lease or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees. It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties and that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

29. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Florida state statutes relative to rental agreements. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provision of this Lease shall not be affected by such an occurrence, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties. The parties to this instrument have executed this Lease as of the date and year reflected in paragraph (a) of the Summary Lease Information.

31. EMINENT DOMAIN. If the whole or any part of the premises shall be condemned or taken by any governmental authority for any purpose, the term of this Lease shall cease on the part so taken from the day that possession of the part shall be taken and the rent shall be paid up to the day. If only a part of the premises is so taken Lessee may continue in the possession of the remainder of same under the terms of this Lease, except that the rent shall be reduced in proportion to the amount of the premises taken for a public purpose, provided, however, that both Lessor and Lessee shall have the right to cancel this Lease and declare it null and void by delivery of seven (7) days written notice to the other; cancellation to be effective as of the day the possession of that part of the premises shall be taken with rent being paid up to that day.

32. LESSOR TRANSFERS. If the premises are sold, Lessee will be released from any liability subsequently accruing under this Lease if Lessor's successor has assumed in writing Lessor's obligation under this Lease. If any security deposit or prepaid rent has been paid by Lessee, Lessor may transfer the security deposit or prepaid rent to Lessor's successor, and on the transfer, Lessor will be discharged from any further liability for the security deposit or prepaid rent on written notification to the Lessee by ordinary mail of the transfer and of the successor's name and address.

33. JOINT AND SEVERAL. In the event that this Lease shall be executed by more than one person as Lessee, then the liability of the persons so signing shall be joint and several and a judgment against one shall be no bar to an action against the other(s).

34. OFFER. This Lease, when signed by one of the parties only, constitutes an offer, which may be revoked at any time prior to delivery, to the first party signing of a fully executed original. If such delivery is made by mail, time of delivery shall be the postmark date.

35. AGENTS. If the Lessor retains an agent, who is an attorney or a licensed real estate agent, any authority vested in the Lessor under the terms of this Lease may be exercised by the Lessor's agent and all notices to be furnished the Lessor may be furnished to the Lessor's agent, otherwise, such agent must have authority in writing, from the Lessor, a signed copy thereof to be furnished the Lessee, to exercise such authority or receive such notices.

36. PRESUMPTION. Lessor and Lessee equally agree to the terms of this Lease and that a court of competent jurisdiction should not construe the terms of this Lease more stringently against Lessor or Lessee.

37. RADON GAS. As required by law, Lessor makes the following disclosure:

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 testing may be obtained from your county public health unit.

38. CAPTIONS. The captions to the paragraphs in this Lease are inserted only as a matter of convenience.

39. BY SIGNING THIS LEASE AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

40. ADDENDA. Incorporated into this Lease are the following addenda or other information:

- Personal Property;
- Owner's Association Covenants;
- Residential Sale and Purchase Contract
- Other: _____
- Other: _____

IN WITNESS WHEREOF, The Lessor and Lessee have respectively signed this Lease as of the date indicated in the Summary Lease Information page.

{Witnesses recommended but not required} LESSOR:

Witness

Sign above

Do not copy without the consent of Mark A. Violette, P.A.

Print Name: _____

Witness

Sign above
Print Name: _____

LESSEE:

Witness

Sign above
Print Name: _____

Witness

Sign above
Print Name: _____

SAMPLE