

# THE PROPERTY MANAGER

## RENTAL AGREEMENT

Unit 000

PROPERTY ADDRESS: 1234 SAMPLE LANE, JACKSONVILLE, FL 32223

RENTAL TERM from : OCTOBER 1, 2010 to SEPTEMBER 31, 2011

Monthly Rent \$ 1,000.00 ***DUE ON 1<sup>ST</sup>, LATE ON THE 3<sup>rd</sup> OF THE MONTH***

<b>Rent</b>	\$ 1,000.00
<b>Security Deposit</b>	\$ 1,200.00
<b>Pet Fees</b>	\$ 400.00

**THIS RENTAL AGREEMENT**, made this day by and between

### **THE PROPERTY MANAGER**

as Agent for the Owner(s), at **9310 OLD KINGS ROAD S, SUITE 101, JACKSONVILLE, FL 32257-6159**, and

### **JOHN SAMPLE & MARY SAMPLE**

as Tenants. All rental payments, demands and notices shall be made at the Agent's above noted address.

1. **POSSESSION**. If for any reason whatsoever the Owner or Owner's agent cannot deliver possession of the premises to Tenant by the beginning date, including but not limited to, failure of previous Tenant to vacate or partial or complete destruction of the premises, Owner or Owner's Agent shall have the right to terminate this Agreement. In such event, Owner or Owner's agent's shall not be liable for any expenses or damages caused to or incurred by Tenant by such delay or termination and Owner or Owners Agent's liability to Tenant shall be limited to the return of all sums previously paid by Tenant to Agent or Owner.

2. **OCCUPANCY**. The Tenant agrees that there shall not be more than THREE (3) permanent occupants in this property and such occupants consists of:

Tenant's Initials \_\_\_\_\_

Tenant's Initials \_\_\_\_\_

<u>Name</u>	<u>Relationship</u>	<u>Age</u>
JOHN SAMPLE	TENANT	ADULT
MARY SAMPLE	TENANT	ADULT
BABY SAMPLE	DAUGHTER	02/28/2009

Occupancy for more than 7 days in any rental period shall be deemed to be permanent.

3. **UTILITIES & MAINTENANCE.** Responsibility for arranging for and bearing the expense of each of the following items is agreed to be that of the party indicated by: (L)=Landlord (T)=Tenant:

- |                                |                                          |
|--------------------------------|------------------------------------------|
| AC Equipment <u>L</u>          | Electricity <u>T</u>                     |
| Extra keys <u>T</u>            | Fuses/Resetting circuit breaker <u>T</u> |
| Garage Door Opener <u>L</u>    | Gas <u>T</u>                             |
| Heating apparatus <u>L</u>     | Mailbox <u>T</u>                         |
| Pest control <u>T</u>          | Refrigerator <u>L</u>                    |
| Sales Tax <u>NA</u>            | Smoke alarm maintenance <u>T</u>         |
| Telephone <u>T</u>             | Utilities <u>T</u>                       |
| Water/Sewer Utilities <u>T</u> | Yard Maintenance <u>T</u>                |
| Glass <u>T</u>                 | Fertilizer <u>T</u>                      |
| Pool Service <u>NA</u>         | Gutter Cleaning <u>T</u>                 |
| Security System <u>T</u>       |                                          |

**ALL OF THE ABOVE MAY NOT BE APPLICABLE TO THIS UNIT**

Changing filters of heat/air at minimum 1 month intervals T

Charges for unstopping plumbing, sewer and/or dryer vents per para 19 T

Tenant is responsible for the total cost of all repairs caused by Tenants.

Landlord does not warrant and will not repair or replace the following: clogged drains, garbage disposal, garage door opener/remotes, cable/phone jacks, pest control, sprinkler heads and any cosmetic condition not material in nature.

Tenants are not allowed to deduct from the Rent any expenses for repairs, unless approved in writing by Agent.

*In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services, and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for*

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*non-essential services, but shall be required to pay for essential services including but not limited to water, sewer and trash, if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Agent, nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.*

All other utilities and services will be at the Tenant's expense.

**Resident's Handbook is a part of this Rental Agreement and all requirements contained therein should be considered a part of this Rental Agreement.**

4. **TENANT'S RESPONSIBILITIES FOR CARE OF THE PREMISES.** Tenant shall:

- a. Keep the property clean and sanitary inside and out, and in good order and condition.
- b. Not mar or deface the walls, woodwork or any part of the premises.
- c. Report to **THE PROPERTY MANAGER**. immediately and in writing (by e-mail to Maintenance@ThePropertyManager.org, fax at 641-2900 or by U. S. Mail), items needing repair.
- d. Pay Agent or Owner, upon demand, for damages to property as a result of failure to report a problem in a timely manner or for damages caused by Tenants or Tenants neglect.
- e. Pay Agent or Owner, upon demand, for costs to repair, replace or rebuild any portion of the premises damaged (including, but not limited to glass, doors, walls), whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
- f. Pay Agent or Owner, upon demand, for damages done by rain or wind as a result of leaving windows or doors open,
- g. Not burn any type of pine wood in fireplace at any time.
- h. **This Is a Non-smoking Property and Tenant Is Responsible for All Damages from Smoking in the Property.**

5. **TENANT'S RESPONSIBILITIES FOR MAINTENANCE.** Tenant shall be responsible for:

- a. Minor and simple repairs such as replacing toilet flappers, valves, faucet washers, sliding screen door rollers, etc.
- b. Carpet cleaning when it becomes soiled.
- c. Replacing burned out light bulbs, regular or fluorescent.
- d. Exterminating ants, rodents, fleas, cockroaches, spiders, bees and other insects and pests.
- e. To plunger clogged toilets and drains before calling **THE PROPERTY MANAGER**.
- f. To pay Agent or Owner upon demand for unnecessary workman service calls, for service calls caused by Tenant's negligence and for extra service calls as a result of failure to keep appointments with repairmen.

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6. **APPLIANCES INCLUDED.** Landlord shall furnish the following items as part of the premises, namely:

REFRIGERATOR, RANGE/OVEN, DISHWASHER, GARAGE DOOR OPENER

7. **PETS.** The Tenant agrees not to keep in or on the premises any bird, cat, dog, fowl, reptile or any other living thing. EXCEPTION TWO (2) DOGS. A non-refundable pet fee of \$200.00 per Authorized and Approved pet is required. Tenant shall obtain consent from Landlord in writing for any additional pets and/or substitution of pets or agrees to be responsible for a \$1,000.00 pet fee if Authorization & Approval in writing is not obtained before pet is allowed on premises. Tenant is responsible for all damages done to the premises, interior or exterior, including personal property of which the premises is a part or property therein belonging to the Landlord which is caused by tenants, tenants guests and/or pets. **Pet sitting is not allowed under any conditions unless the pet fee for the guest pet has been paid and written permission for such pet has been received by Tenant. THE FOLLOWING DOGS (EITHER MIXED OR PURE BREED) WILL NOT BE ALLOWED IN ANY OF OUR PROPERTIES WITHOUT EXCEPTION: AKITA, DOBERMAN, PIT BULL, ROTTWEILER, HUSKY, MALAMUTE, GERMAN SHEPARD, WOLF HYBRID, AMERICAN BULL DOG, CARNA PERCERIA.** Tenant agrees to fully restrain pet(s) during the last 60 days of the Rental Agreement to allow for showing of the property for lease or sale without the need for the Tenant to be present. **The Tenant will be charged \$100.00 per visit for each time access is not obtainable due to unrestrained pet(s) or change of locks by Tenants.**

8. **LATE FEES.** In the event that the rent is not paid as agreed and it becomes necessary to serve notice of such default, the Tenant agrees to pay the Agent a fee of \$25.00 for the service of such notice and if legal action is taken, to pay all attorney's fees, court costs and the administrative costs incurred by the Agent in connection with such action. **A late charge of 10%** of the rental amount or \$50.00, whichever is greater, is required on all rent received (not postmarked) in the office of the Agent, THE PROPERTY MANAGER, 9310 OLD KINGS ROAD SOUTH, SUITE 101, JACKSONVILLE, FL 32257-6159, after the 2nd day of the month, at the close of business (5:00 PM). Merely depositing rent in the mail before the second (2nd) is not considered timely payment. Postal delays and delays due to holidays are Tenant's responsibility. The postmark on an envelope indicates the date payment was picked up by the post office, not the date of receipt by **THE PROPERTY MANAGER.** **In addition, a \$5.00 per day charge will accrue until rent and late fees are paid in full.** ALL PAYMENTS RECEIVED AFTER THE 2ND DAY OF THE MONTH SHALL BE IN THE FORM OF A CASHIERS CHECK or MONEY ORDER. Any payment tendered will be applied first to service charges, late fees, repair items or maintenance calls with the balance applied to rents due. Deductions made from rents without written permission from Agent or Owner will be considered as unpaid rent and will subject Tenant to a late charge as indicated above.

9. **DISHONORED CHECKS (INCLUDING ELECTRONIC WITHDRAWALS).** The Tenant agrees to pay the Agent a **service charge of 10%** of the amount of the check and/or electronic withdrawal for each and every check and/or electronic withdrawal used to credit his account for which payment is denied for any reason (non-sufficient funds, uncollectible funds, stopped

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payments, etc.). This amount is in addition to any rent due. Rent will, henceforth, be made in cashiers check or certified funds. In the event that a check and/or electronic withdrawal is returned by the bank for any reason, Tenant agrees to replace the returned check and/or electronic withdrawal with a cashier's check or money order within twenty-four (24) hours. Dishonored checks will not be redeposited. IN ADDITION, IF YOUR CHECK IS RETURNED FOR NON-SUFFICIENT FUNDS, YOU EXPRESSLY AUTHORIZE YOUR ACCOUNT TO BE ELECTRONICALLY DEBITED OR BANK DRAFTED FOR THE AMOUNT OF THE CHECK PLUS ANY APPLICABLE FEES. THE USE OF A CHECK FOR PAYMENT IS YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THIS POLICY AND ITS TERMS AND CONDITIONS.

10. **SECURITY DEPOSIT.** Tenant's security deposit is being held in a separate non-interest bearing account at the CNL Bank in Jacksonville, Duval County, Florida.

11. **TENANT'S VACATING OF PREMISES.** Upon the vacating of the premises under the provisions of this Agreement, the Agent shall have thirty (30)days to return said security deposit or in which to give the Tenants(s) written notice by certified mail to the Tenant's last known mailing address of this intention to impose a claim therein. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to: [REASON FOR IMPOSING CLAIM]. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit with fifteen days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to: [ADDRESS OF AGENT].

If Agent fails to give the required notice within the thirty day period, he forfeits his right to impose a claim upon the security deposit.

Unless the Tenant objects to the imposition of the Agent's claim or the amount thereof within fifteen days after receipt of the Agent's notice of intention to impose a claim, the Agent may then deduct the amount of his claim and shall remit the balance of the deposit, if any, to the Tenant within thirty days after the date of the notice of intention to impose a claim for damages.

12. **REFUND OF SECURITY DEPOSIT.** The security deposit held by the Agent, will be refunded when the Tenant vacates the premises, provided the Tenant has complied with all of the provisions of this Agreement, and:

- a. Has paid all rents due hereunder for a period of not less than the full term; and
- b. Has given the notice required by paragraph 14 hereof; and
- c. Surrenders the premises and with it all owners furniture and equipment therein in as good a state of condition as when occupied excepting reasonable wear and tear; and
- d. Removes all rubbish from the premises and cleans the premises and should the

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- Tenant fail to do so, the Agent is hereby authorized to have the rubbish removed and the premises cleaned at the Tenant's expense; and
- e. Leaves the utilities on at the premises for 48 hours after returning the keys and furnishing agent with a forwarding address to properly permit the Agent to make a final inspection of the premises; and
  - f. Furnish Agent with a forwarding address; and
  - g. Return all keys and alarm codes, if any, to Agent within 24 hours of expiration of rental agreement. **Rent shall continue to accrue until all keys have been returned to the offices of THE PROPERTY MANAGER, as Agent. If keys are left at premises and not returned to the offices of THE PROPERTY MANAGER, Tenant(s) agree to an administrative rental charge of \$100.00.**

This agreement shall be terminated when Tenant vacates the premises. Any property left on the premises after termination shall be deemed abandoned and become the property of the Landlord.

13. **CONSENT TO ENTER**. The Tenant shall not unreasonably withhold consent to the Agent to enter the premises from time to time in order to inspect the same; make necessary or agreed repairs, decorations, alterations or improvements (during normal business hours); supply agreed services; or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. By the signature below, Tenant agrees to allow the Premises to be shown, to subsequent prospective tenants or buyers during the final sixty (60) days of the time period stated in this Rental Agreement. **A LOCK BOX WILL BE USED**, and the property must be made available seven (7) days a week, and on short notice, if necessary. **TENANT** must secure valuables of concern and pets must be restrained for showing purposes during this time. If home has a security system, **TENANT** must furnish Agent with the code for the security system at all times during the term of this Rental Agreement.

The Agent may enter the premises at any time for the protection or preservation of the premises. The Agent may enter the premises when necessary for the purposes set forth in the preceding paragraph under any of the following circumstances:

- a. with the consent of the Tenant;
- b. in case of emergency;
- c. when the Tenant unreasonably withholds consent;
- d. at the time of delivery of a three (3) day notice for non-payment of rent; or
- e. if the Tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the Tenant notifies the Agent in writing of an intended absence, then the Agent may enter pursuant to this subparagraph (d) only with the consent of the Tenant or the protection or preservation of the premises.

The Agent shall not abuse the right of access nor use it to harass the Tenant.

14. **END OF RENTAL TERM & NOTICE OF INTENT TO TERMINATE**. The Rental Agreement will be automatically renewed on a month-to-month basis **with a 5% increase each year**, unless **written notice of termination** is given by either party at least **60 days before the last day of**

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the month of the rental term, or unless another Rental Agreement or Extension is signed by both parties at a negotiated amount. If this Rental Agreement is on a month-to-month basis, this Rental Agreement may be terminated by either party, by giving written notice not less than sixty (60) days' notice prior to the end of any calendar month when the termination is to be effective.

Landlord may change the rental rate by the same notice as provided above. If Tenant fails to give proper notice of termination as described above, he will be liable for and agrees to pay rent for the next full rental period. This rental agreement will terminate at the end of the last day of the month in which proper notice has been given by either party, and no portion of the rent paid for that period will be refunded to the Tenant. NO PRORATIONS ALLOWED DURING LAST MONTH OF OCCUPANCY.

15. **MOVE-IN INSPECTION.** The Tenant agrees to promptly check the inventory of fixtures and chattels in the premises and the condition of the premises and return a signed copy of the Move-In Sheet to the Agent at time of move-in, or within five (5) days thereof, noting any exceptions; otherwise, Tenant assumes liability for all items on inventory and condition of premises and accepts the premises as being in good condition. Agent shall return a signed copy of inventory to tenant within five (5) days of receipt of same.

16. **USE OF PREMISES.** The Tenant agrees not to use or permit the premises to be used for any illegal or improper purposes, nor place, or maintain, use or store on the premises any apparatus, fixture, materials or device which violates the law. The Tenant acknowledges that he has been advised that the use of fuel burning, wick type or unvented heaters is unlawful.

17. **ABATEMENT.** The Agent may abate any condition caused by the Tenant in violation of law, regulation or ordinance, and Tenant agrees to pay the cost thereof to Agent as additional rent.

18. **INSURANCE.** Agent does not provide insurance coverage for Tenant's personal property, and has no responsibility for loss or damage to such property by fire, casualty or theft. It is strongly suggested that the Tenant arrange and obtain through an agent of choice, for liability and personal property insurance coverage for his protection.

19. **CARE OF PREMISES.** The Tenant agrees to take good care of the premises and the property of which the premises is a part and to be liable for any damage to the premises and the property of which the premises is a part, including, but not limited to, damage caused by fire, damage caused by stoppage of plumbing, sewer and/or dryer vents and/or damage to other fixtures and equipment caused by improper care or misuse. [This includes, but is not limited to, damage resulting from frozen pipes, and Tenant is responsible for prevention of damage to water pipes by freezing weather.] In addition, the Tenant shall:

- a. comply with all obligations imposed upon Tenant by applicable provisions of building, housing and health codes.
- b. keep the premises and the property of which the premises is a part, including hallways and other common areas, clean and sanitary;
- c. remove from the premises all garbage in a clean and sanitary manner;

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- d. keep all plumbing fixtures in the premises or used by the Tenant clean and sanitary and in good repair;
- e. not burn pine wood in fireplace if property is equipped with fireplace.
- f. WINTER MONTHS: Should you leave your home during the months of November, December, January, February or March, plan to leave pipes dripping during your absence or turn off the main water supply and then drain the lines and any appliances having water. The Tenant agrees to reimburse the Landlord for any damages as a result of not following these instructions.
- g. use and operate in a reasonable manner all electric, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances;
- h. Tenant agrees to keep exterior of premises in a clean and safe condition by maintaining grass and shrubbery (including necessary fertilization). Tenant shall keep premises clear of rubbish, junk automobiles or parts, or other debris which affect the appearance of the property. Tenant agrees to notify Landlord of any infestation of chinch bugs, mole crickets, fungi, bugs, etc., in the grass or shrubbery. **If Tenant fails to keep grass mowed and in good condition or fails to keep shrubbery and hedges trimmed, Landlord reserves the right to hire a professional lawn service at the expense of Tenant to be paid upon demand by Landlord.**
- I. Tenant is responsible for extermination of roaches, ants, rats, mice, fleas, etc., otherwise Landlord will exterminate same in such a manner as Landlord deems necessary and Tenant shall be responsible for the expense. If monthly service is not maintained by the Tenant, a clean-out service will be charged to the Tenant upon vacating. Proof of final pest control and final service must be scheduled after the Tenant vacates premises.
- j. not destroy, deface, damage, impair, or remove any part of the premises or the property of which the premises is a part or property therein belonging to the Landlord, nor permit any person to do so;
- k. **conduct himself/herself and require other persons on the premises or the property of which the premises is a part with his/her consent to conduct themselves in a manner that does not disturb his neighbors or contribute to breach of the peace;**
- l. obey all Covenants, Conditions, Rules and Regulations of the subdivision, if any; and be responsible for any and all fines or penalties imposed by the Association of the Subdivision for violation of any of said Covenants, Conditions, Rules and Regulation; and
- m. not to make any alterations or changes to the premises without written consent of Agent, and to return the premises in as good or better condition, reasonable wear and tear accepted (dirt is not considered reasonable wear & tear). Any additions to the premises (such as fences, garage door openers, fans, etc.) shall become the property of the Owner and may not be removed except with the express written consent of Agent or Owner.

20. **SMOKE DETECTORS**. The Landlord will provide a smoke detector where required by law. The responsibility for maintenance and testing of installed units is the TENANT'S. In cases where no smoke detector is required by law, installation as well as testing and maintenance will be with

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the TENANT. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. Tenants agree to assume responsibility for and agree to release, indemnify and hold the Owner, its Agent and its Agent's successors and assigns, harmless from and against all loss, costs and expenses, including attorney's fees, claims, suits and judgments whatsoever in connection with injury or death of any person or persons or loss or damage to property, including my property caused by or in anyway connected with the failure to properly maintain smoke detector(s) within the dwelling unit.

21. **SMOKE DAMAGE**. Tenant agrees to be responsible for damage to carpet, paint and other interior surfaces as a result of smoke odors, tar and nicotine deposits due to smoking. Smoke, tar and nicotine deposits may require carpet cleaning, painting, washing of walls, windows, blinds and deodorizing and neutralizing.

22. **ASSIGNMENT**. The Tenant shall not sub-let the premises or any part thereof, or assign this rental agreement, without the express written consent of the Agent.

23. **RENT**. All sums due from Tenant to Agent under this Agreement (including, but not limited to, late fees, service fees, pet fees, damages, etc.) shall be considered as rent for use of the demised premises.

24. **RULES & REGULATIONS**. All rules and regulations governing the occupancy and use of the premises are incorporated herein by reference and made a part hereof.

25. **INSPECTIONS**. The Tenant acknowledges that he has inspected the premises and found them to be in an acceptable and safe condition, and has read, and understands this rental agreement and accepts the provisions of same freely and voluntarily in consideration of rental of the premises, and acknowledges receipt of a copy of this rental agreement.

26. **EXPIRATION OF RENTAL TERM** This rental agreement will continue on a month to month basis after the original Rental Agreement has expired under the same terms and conditions, except that Landlord shall have the right to increase rent upon thirty (30) days written notice to Tenant.

27. **OTHER PROVISIONS:**

a. **TENANT IS RESPONSIBLE TO NOTIFY THE PROPERTY MANAGER OF ALL CHANGES IN RESIDENCE PHONE, CELL PHONE, WORK PHONE AND EMAIL ADDRESS. FAILURE TO NOTIFY THE PROPERTY MANAGER WITHIN SEVEN (7) DAYS OF ANY CHANGE SHALL RESULT IN AN ADMINISTRATIVE RENT FEE IN THE AMOUNT OF \$50.00 PER MONTH, UNTIL NOTIFIED.**

b. **If more than one person executes this Agreement as Tenant or Co-Tenant, his or her obligations are joint and several, and any act or signature of, or notice of refund to any one or more of them, in relation to the renewal or termination of this Lease, or under or with respect to any of its terms, shall be fully binding upon each and all of the persons**

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executing this Rental Agreement as to Tenant, whether or not in actual possession of the premises.

- c. This Rental Agreement is the entire Agreement between the parties, and Tenant(s) acknowledge that no other oral or written agreement exists either express or implied. This Rental Agreement may be modified only in writing signed by all parties. All of Tenant(s) statements in the Rental Application were relied on by Landlord in executing this Rental Agreement and any misinformation therein shall be considered cause for termination by Landlord or Owner of Tenants' right of occupancy.
- d. No parking is allowed on the lawn. No mobile homes, trucks, campers, boats, trailers or other recreational vehicles are to be parked on PREMISES unless by written permission of the Landlord. Tenant must abide by covenants and restrictions of the neighborhood as to the disposition of vehicles.
- e. Landlord reserves the right to issue additional guidelines that may be needed for the safety and protection of the Tenant and the Premises. No structures, such as skateboard ramps, doghouse, etc., shall be built on the Premises.
- f. Tenant has been advised that the Tenant is responsible for all damages he/she is responsible for under the terms of this lease, and that the Security Deposit may be insufficient to cover the extent of damages. Any sums due to Landlord in excess of the Security Deposit must be paid by Tenant to Landlord within fifteen (15) days after notice to Tenant at Tenant's last known address.
- g. Upon vacating the premises, the Tenant(s) must provide a receipt as proof of professional carpet cleaning (deep soil extraction) acceptable to Landlord and pest control. If Tenant(s) have a pet, proof of flea spray by a professional pest control company must be provided in addition to carpet cleaning. All such work must be performed by a properly licensed and insured vendor.
- h. Singular and plural are interchangeable as context requires.
- I. Masculine and feminine are interchangeable as context requires.

28. **PAINING OF WALLS.** Tenants are advised that Landlord does not repaint after each tenant vacates, so it is incumbent on Tenant to not mar or deface the walls, beyond normal wear and tear. The painting should last approximately four (4) years and any excessive wear and tear will be charged to tenant.

29. **EARLY TERMINATION.** The Landlord and Tenants agree that in the event of early termination (other than military transfer as defined in Addendum attached hereto, if applicable). Tenants agree that they shall be responsible for all unpaid rents and costs incurred for the balance of the rental term pursuant to Florida Statutes. The damages referred to in this Paragraph shall be in addition to any other damages, obligations and duties that may be provided in this Rental Agreement. "Early Termination" is hereby defined as the vacating of the premises or termination by Tenant of this Rental Agreement or any extensions or modifications, prior to the end of the rental term as provided in either this Rental Agreement and/or any extensions thereof. An early Buy-Out may be available to limit their indebtedness at the time of notice.

30. **DISPUTES AND LITIGATION:** In the event of a dispute concerning the security deposit and tenancy created by this agreement, TENANT agrees that if the premises are being managed by

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an agent for the record owner TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

31. **PERSONAL PROPERTY**. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

32. **YOUR CREDIT STANDING** is one of your greatest asset--only you can earn it and protect it. To maintain a good credit rating, all payments should be made on or before the date specified in this Agreement. You are hereby notified that if you fail to pay rent when due or any other financial obligations arising out of this Rental Agreement, a negative credit report reflecting your credit record will be submitted to credit reporting agencies.

33. **INCORPORATED BY REFERENCE**. All of the provisions of the application are incorporated herein by reference. Each statement in the application is a material inducement to Agent's entering into this rental agreement. The legality of this agreement shall be interpreted as provided in the State of Florida Landlord and Tenant Act (Chapter 83).

34. **RADON GAS**: State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**THE PROPERTY MANAGER**

By: \_\_\_\_\_  
Stanley B. Gelman  
Broker / Manager / REALTOR®  
9310 Old Kings Road South, Suite 101  
Jacksonville, FL 32257-6159  
(904) 645-5100 x 104  
[Stanley@ThePropertyManager.net](mailto:Stanley@ThePropertyManager.net)  
As Agent for the Owners

\_\_\_\_\_  
JOHN SAMPLE, Tenant

\_\_\_\_\_  
MARY SAMPLE, Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Rev 09/17/2010

## ADDENDUM #1 TO RENTAL AGREEMENT

### **DRUG/CRIME FREE ADDENDUM**

**In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:**

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

\_\_\_\_\_  
**JOHN SAMPLE, Tenant**

**September 30, 2010**

\_\_\_\_\_  
**MARY SAMPLE, Tenant**

**September 30, 2010**

## ADDENDUM #2 TO RENTAL AGREEMENT

### **NON-SEX OFFENDER ADDENDUM**

It is the policy of *The Property Manager* not to rent, lease or otherwise grant any occupancy or residency to sexual offenders or sexual predators into any real estate, rental property under our management. This includes any residency, either as tenants/lessees themselves or guest of our tenants for any duration, including long term or short term residency.

The Lessee(s) do hereby agree as follows: In the event that any individual Lessee named on the lease agreement or their guest, sub-lessee, or assignee should, during the term of this lease agreement or any renewal or holding over tenancy of any kind, become a registered sex offender or sex predator in any state or nation, by any governmental authority (state, local, national or international) then "all" the Lessees do hereby agree as follows:

- A. That they will promptly notify the Lessor within 48 hours of any Lessee, guest, sub-lessee or assignee becoming registered as a sexual offender or sexual predator; AND
- B. All Lessee(s) do hereby agree to voluntarily vacate the property when given 7-days notice by the Lessor that there is a sexual predator or sexual offender in occupancy of the property; AND
- C. The security deposit shall be forfeited as liquidated damages. Lessee(s) hereby waive notice from Lessor as required by F.S. 83.49, to claim their security deposit, since it would be forfeited as stipulated herein.
- D. The Lessee(s) shall be responsible for the cost of re-leasing the property and for any and all losses suffered by the Lessor including but not limited to: lost rents, leasing fees, advertising fees, attorney's fees, court cost and any other cost or fee as a result of the vacancy or enforcing this lease and this lease addendum.
- E. Should lessee(s) fail to vacate the rental property after being given a 7-day notice as described in "B" above, then (1) Lessee(s) shall become liable and fully responsible for any and all cost, penalties, fines, attorneys fees, court cost and any cost that may be levied upon or become the expense of the Lessor by any court, governmental agency, homeowners association or condo association; AND (2) In the event the Lessor shall file an eviction to regain possession, based on a breach of this lease agreement the Lessee(s) shall be responsible for the cost of re-leasing the property and for any and all losses suffered by the Lessor including but not limited to: lost rents, leasing fees, advertising fees, attorney's fees, court cost and any other cost or fee as a result of the vacancy or enforcing this lease and this lease addendum.

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**JOHN SAMPLE, Tenant**

**September 30, 2010**

\_\_\_\_\_  
**MARY SAMPLE, Tenant**

**September 30, 2010**

## ADDENDUM #3 TO RENTAL AGREEMENT

### MILITARY TRANSFER CLAUSE

Termination of this Rental Agreement will be allowed in the event of military transfer under the following conditions only: Tenant must give LANDLORD at least a thirty (30) days written notice, which must be accompanied by either a copy of the Official Military Orders or written verification signed by the servicemember's commanding officer. Military orders authorizing base housing or temporary deployment to a ship do not constitute a change-of-duty orders. TENANT will remain responsible for leaving the premises in proper condition.

\_\_\_\_\_  
JOHN SAMPLE, Tenant

September 30, 2010

\_\_\_\_\_  
MARY SAMPLE, Tenant

September 30, 2010

# ADDENDUM #4 TO RENTAL AGREEMENT

## PET ADDENDUM

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

1. Additional monthly fee of \$0.00 is added to the monthly rent as additional rent.
2. A non-refundable fee of \$200.00 PER PET is paid by Tenant(s).
3. Additional security deposit of \$0.00 is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.
5. Pet(s) must be kept on a leash at all times while it is outside of the premises. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanai, if applicable.
6. In the event any pet(s) have offspring, Tenant(s) will be in immediate breach of this agreement. All Pet(s) must weigh under the weight limit of 35 pounds at all times, unless agreed to by Agent, in writing.
7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
8. Tenant(s) will be responsible for FULL replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to notice from insurance company, noise, barking, disturbances, damage, threatening behavior towards other tenants(s), or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

### DESCRIPTION OF PET(S)

Type **DOG** Breed **BORDER COLLIE** Color **TAN/WHITE** Name **LASSIE** Weight **35 POUNDS**

Type **DOG** Breed **POODLE** Color **WHITE** Name **LADY** Weight **20 POUNDS**

\_\_\_\_\_  
JOHN SAMPLE, Tenant

September 30, 2010

\_\_\_\_\_  
MARY SAMPLE, Tenant

September 30, 2010

**ADDENDUM #5 TO RENTAL AGREEMENT**

**ACKNOWLEDGMENT OF RESIDENT'S HANDBOOK**

The undersigned Tenant(s) acknowledge receipt and having read a copy of the Resident's Handbook prepared by The Property Manager, and agrees to its terms and conditions.

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**JOHN SAMPLE, Tenant**

**September 30, 2010**

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**MARY SAMPLE, Tenant**

**September 30, 2010**

**ADDENDUM #6 TO RENTAL AGREEMENT**

**MOLD ADDENDUM**

**MOLD ADDENDUM IS ATTACHED HERETO AS AN UNNUMBERED PAGE**

## **ADDENDUM #7 TO RENTAL AGREEMENT**

### **ACCESS GATE ADDENDUM**

Owner and Management does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their vehicles and other personal property.

No security system, courtesy patrol, or access gate can guarantee protection against crime. Access gates are frequently subject to mechanical malfunction, tampering, and damage and can be defeated or avoided.

If access gates are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism or even be operational. Therefore, Management does not warrant that any access gates will discourage or prevent beaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any access gates at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.

## **ACKNOWLEDGMENT BY RESIDENT**

I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any access gates, or guarantee that the apartment community was or will be free from crime. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided or access gates failed. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event any access gate is not functional or fails. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.

This document contains the entire agreement with respect to its subject matter. Management representatives have no authority, except when in writing and signed, to make changes or modifications in the terms of this document.

\_\_\_\_\_  
**JOHN SAMPLE, Tenant**

**September 30, 2010**

\_\_\_\_\_  
**MARY SAMPLE, Tenant**

**September 30, 2010**

**ADDENDUM #8 TO RENTAL AGREEMENT**

**MOVE IN RECEIPT & ADDENDUM**

THIS ADDENDUM is hereby attached to and a part of the rental agreement beginning : **OCTOBER 1, 2010** , for the rental property located at : **1234 SAMPLE LANE, JACKSONVILLE, FL 32223.**

MOVE-IN RECEIPT: Date of Move-in : **OCTOBER 1, 2010**. Date Delivered: \_\_\_\_\_

I/We acknowledge that we have or will receive on the first day of our Rental Agreement the following items for the above rental property.

- \_\_\_\_\_ - House Keys
- \_\_\_\_\_ - Garage Door Keys
- \_\_\_\_\_ - Garage Door Remotes
- \_\_\_\_\_ - Mail Box Keys
- \_\_\_\_\_ - Gate Pass Keys
- \_\_\_\_\_ - Pool Keys
- \_\_\_\_\_ - Clubhouse Keys

\_\_\_\_\_  
**JOHN SAMPLE**

**September 30, 2010**

\_\_\_\_\_  
**MARY SAMPLE**

**September 30, 2010**