

PALM BAY APARTMENTS

RENTAL AGREEMENT

TENANT _____

TENANT _____

The persons signing above, hereinafter known as tenant” agree(s) to accept joint and several responsibility for payment of the rents herein reserved and shall faithfully perform all other requirements of this contract. Palm Bay Apartments, its successors or assigns, hereinafter called landlord” , agrees to rent to the Tenant the following unit, described as _____ and located at SW. 16th Avenue, Gainesville, Alachua County Florida for a rental term beginning _____ and ending _____, for the total rent of \$ _____ payable at \$ _____ per month without demand or billing on the first day of each month to Landlord at 996 S.W. 16th Avenue, Gainesville, Florida, subject to the conditions and terms below, which are hereby accepted by Tenant and Landlord. In addition to rent, Lessee shall pay to Lessor, without any prior demand therefore and without any deduction or setoff whatsoever, all state sales taxes on the said rental amount.

1. Tenant hereby agrees to pay the following sums of money to Landlord upon execution of this Lease:

\$ _____ for the period from _____

\$ _____ for last month from _____

\$ _____ security deposit subject to terms stated in Section 2 of this Lease.

Total of \$ _____.

2. RECEIPT OF DEPOSIT Tenant has this day deposited with Landlord the sum of _____ receipt of which is hereby acknowledged by Landlord, as security for the full and faithful performance by Tenant of the aforementioned terms, conditions and covenants of this Lease and for the cost of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear. If at any time during the term of this Lease Tenant shall be in default in the payment of rent herein reserved or any portion thereof, or of any other sums expressly constituting rent hereunder, Landlord may appropriate and apply any portion of the security deposit as may be necessary to the payment of the overdue rent or other sums expressly constituting rent hereunder. Provided, however, that nothing herein shall require Landlord to apply any portion of the security deposit to rent. Within three (3) days after notice that monies from the security deposit have been appropriated for payment of rent, Tenant shall pay to Landlord the amount necessary to restore the security deposit to the balance present immediately prior to such appropriation. Failure to do so shall constitute a default under this Lease. If on termination of this tenancy for any reason Tenant does not leave the leased premises in reasonably clean condition, then Landlord may appropriate and apply any portion of the security deposit as may be reasonably necessary to put the premises in such clean condition. Landlord shall give notice to Tenant pursuant to 83.49 Florida Statutes (1988 Supp.), of its intent to deduct from the said security deposit the cost of cleaning, unpaid rent , or repairs due to Tenant 租 use of the unit and the furnishings, and pursuant to the said statute, shall refund to the Tenant any unused portion. Nothing herein shall affect or limit Landlord 租 right to pursue all legal remedies to collect all costs or damages, including court costs and reasonable attorney 租 fees sustained as a result of Tenant 租 breach of the terms and conditions of this Lease. Landlord agrees to hold such deposit for Tenant, free from the claim of any creditor of Landlord. Landlord shall hold the deposit in a non-interest-bearing account with Campus USA Credit Union.

3. All rent payments due hereunder shall be paid in full on or before the FIRST day of each month. Rent is due on the FIRST day of each month in ADVANCE. If the Tenant fails to pay the rent when due and the default continues for 3 days after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. The delivery of written notice shall be by mailing or delivering of a true copy thereof or, if the Tenant is absent from his last or usual place of residence, by leaving a copy thereof at the residence.

4. A late payment of \$15.00 (plus \$1.00 per day beginning the sixth(6th) day of the month) will be assessed if the rent is not delivered to the office or postmarked on or prior to the fifth (5th) day of the month. Late fees become part of the rent and MUST be included with delinquent rent. Rent will not be accepted if the late fee is not included.

5. Tenant shall permit Landlord, or any of its agents, to enter the premises during all reasonable hours to examine and protect the same and to make such repairs, additions, or alterations as may be deemed desirable or necessary and to show the said premises to prospective buyers or renters. Such entry shall be in the presence of the Tenant and after notice, where practicable. Landlord may enter the premises at any time in the event of an emergency.

6. Occupancy of the unit shall be restricted to _____ person(s), excepting Tenant occasional overnight or weekend guests.

7. Tenants or guests will not have pets or other animals in the unit or on the premises at any time except with **ADVANCE WRITTEN APPROVAL** of Landlord. The Landlord reserves the right to require the permanent removal of any pet or other animal deemed, in the Landlord sole discretion, to be a nuisance. Furthermore, the Landlord expressly reserves the right to revoke approval and require the removal of any animal deemed by it to be a nuisance. Tenants with one approved pet must pay an additional monthly fee of 20.00 per month, and a one time non-refundable fee of \$200.00.

8. Tenants shall not store or keep gasoline or any combustible materials in the premises. The Tenant agrees not to violate any of the Ordinances of the City of Gainesville or the County of Alachua or the laws of the State of Florida or of the United States. Tenant further agrees not to commit waste or to permit the premises to be used for any unlawful or immoral purposes whatsoever, nor for any purposes that will injure the reputation of said premises in the neighborhood.

9. Tenant shall not sublet the premises or any part thereof or assign this Lease without Landlord consent, OBTAINED IN WRITING AND SECURED IN ADVANCE, which consent shall not be unreasonably withheld. A subletting fee of \$50.00 will be charged even if the Tenant assists in securing a new tenant. The fee is payable at the time Tenant applies for permission to sublet. In the event Tenant is permitted to sublet the premises, TENANT SHALL CONTINUE TO BE RESPONSIBLE FOR ALL FINANCIAL OBLIGATIONS UNDER THIS LEASE UNTIL AND UNLESS TENANT IS EXPRESSLY RELEASED IN WRITING BY LANDLORD FROM SUCH OBLIGATIONS. Tenant is responsible for all costs of advertising for obtaining a new tenant.

10. Landlord shall A) provide the subject premises, furnishings, if any, and appliances in good repair and in safe and useable

condition; B) Make repairs necessary to maintain the premises in tenantable condition; C) Respect Tenant right of privacy and lawful, reasonable use of the premises without unreasonable interference.

11. Tenant shall A) keep the premises, furnishings and appliances in clean condition and good repair during his occupancy; B) Conform to the policies set by Landlord for use and care of the apartment complex or building with respect to parking, garbage and trash disposal, and other usages affecting the premises; C) Not use any improperly wired or unsafe electrical appliances or install any unsafe wirings in the unit; D) Keep plumbing and drain lines in and connected to the premises free and clear of obstructions; E) Not make any changes or alterations to the structure, equipment or furnishings of the premises without written consent obtained in advance from Landlord; F) Report promptly to Landlord IN WRITING any defects or damages to the premises or appliances and furnishings or any repair needed for same; G) Pay for cleaning or repairs necessitated by the misuse of the premises, appliances or furnishings; J) Return the premises and all appliances and furnishings to Landlord in clean and sanitary condition and in good repair, reasonable wear and tear excepted, at termination of occupancy; I) Clean the carpet and exterminate pests upon termination of the Lease.

12. Furnishings and Conditions Inventory: Tenant shall be provided a furnishings and conditions inventory for the premises which, when signed by all parties, will be attached to and form a part of the Lease. Said inventory shall be used as a factor in determining the amount of refund, if any, of the Security Deposit and any damages that may result from Tenants occupancy. However, if Tenant fails to sign and return the said inventory within seven (7) days of the execution of this Lease, he hereby agrees that the premises, including the appliances and furnishings, are without defects and shall be responsible for and repairs and/or damages found at the end of the tenancy.

13. The Landlord shall provide the Tenant with two door keys for the unit. All keys shall be returned to the Landlord at the termination of the Lease. In the event any keys are not returned, the Landlord shall deduct the cost of new locks from the security deposit. The Tenant shall not alter any lock or install a new lock on any door in the unit without written permission of the Landlord. The Landlord may retain a pass key to the unit pursuant to the Landlord right of access to the unit. If consent is given for the Tenant to alter any lock, the Tenant shall provide the Landlord with an additional key at no charge.

14. Condemnation : If the whole or any part of the leased premises shall be taken by any condemnation proceeding, the Lease agreement shall terminate at the time the condemning authority takes possession of the part so taken. All damages awarded for such taking shall belong to and be the sole property of the Landlord.

15. Tenant hereby acknowledges full understanding that his obligation is to pay the Landlord at the specified time each month the full and total amount of the rental payment in one lump sum, and also that IT IS NOT THE DUTY OF THE LANDLORD AT ANY TIME OR UNDER ANY CIRCUMSTANCES TO COLLECT ANY UNPAID PORTION OF THE RENT FROM TENANT SEVERALLY OR INDIVIDUALLY. Rent shall be paid by one check for the total amount of rent and charges due. Partial rent payments will not be accepted

16. Landlord reserves the right to pass through to the Tenant the Tenant prorata share of any additional utility payments or general or special assessments charged to Landlord for the premises, following thirty (30) day notice of such pass through to the Tenant. Nothing herein shall prevent the Landlord from collecting any pass throughs paid by Landlord during the thirty day notice period and Landlord may collect such sum by either prorating such pass through over the remaining term of the Lease or requiring payment in full with the first rent due after the thirty day notice period. All such pass throughs shall become part of the rent payable each month.

17. Operating policy: Attached to this Lease is information and suggestions to make living in your new home more pleasant. Please read carefully and discuss with the Landlord any unclear points before you sign . The operating policy is attached to and incorporated into this Lease as if set forth herein in its entirety.

18. Attorney 捠 fees and costs shall be recoverable by the prevailing party in the event it becomes necessary to enforce this agreement by placing the matter in the hands of an attorney, whether or not suit is actually commenced by the non-defaulting party. If legal action is instituted to collect rent, then the Tenant is responsible for all court costs and reasonable attorney fees for collection of past due rent and late fees.

19. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Lease shall be governed by the laws of the State of Florida; venue shall be in Alachua County, Florida. The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein . Time is of the essence of this agreement. This Lease and operating policy embody the entire agreement between the parties. There are no promises, terms, conditions or obligations referring to the subject matter other than those contained herein, There may be no modification of this Lease, except in writing ,executed by both Tenant and Landlord with the same formalities as this Lease.

By signing this Lease, Tenants, and each of them, acknowledge that they have read and agree to the Rental Agreement, including the Operating Policy attached hereto.

DATED this _____ day of _____, in Gainesville, Alachua County, Florida.

Witness: _____ Tenant _____

Witness: _____ Tenant _____

Witness: _____ Tenant _____

Landlord:
By: _____ Agent: _____