

TAPROOT

• LEASING •

RESIDENTIAL LEASE AGREEMENT

This Agreement made and entered into this _____ day of _____, 2017 by and between **Gabriel G. Hanway**, whose address is 1200 E. Pearl St., Monticello, FL, hereinafter referred to collectively as "Landlord" or "our" or "us", and _____, whose address is _____, hereinafter referred to collectively as "Tenant" or "Resident" or "you" or "your."

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description of Leased Premises.** Landlord leases to Resident and Resident leases from Landlord the leased premises located at the street address of, hereinafter referred to as "the premises" or the "lease premises." You acknowledge that this lease is for an essential necessity and that you will be fully bound by all of the terms and conditions hereof, irrespective of your age or legal status.

2. **Term.** The term of this lease shall be for 12 Months, beginning March 2, 2016 ("commencement date") and ending February 28, 2017 at 5:00 p.m. ("termination date").

3. **Rent.** Tenant shall make monthly rental payments in the amount of \$775.00 and shall be due on the (1st) day of each month. A \$50.00 late fee will be charged for payments received more than 5 days late, and after the 6th day late, each day late thereafter shall be assessed at \$10.00 per da, continuing until paid, and shall continue cumulative to any other rent, whether late or current. All tenants shall be joint and severally liable for each rental payment due, and all monies, including any and all late fees, deemed as additional rent. If your check is dishonored by your bank, you must pay us a service charge of \$50 or 5% of the amount of the check whichever is greater, plus any accrued late charge, all of which will be deemed additional rent. Upon our demand, you must pay the full amount of any dishonored check plus applicable service charges and late charges (this applies even if your check was given to pay for rent that is not yet otherwise due under your lease). If your rent checks are dishonored more than once, you must pay future rent by cashier's check or money order at management's discretion. We are not required to redeposit a dishonored check. You must pay to us any sales or other taxes which are due or may become due on the rent. All payments will first be applied to the oldest outstanding balance. Any and all sums due us will accrue interest at the highest

rate allowed by law until paid and the interest will be deemed and treated as additional rent. Any and all monies that you owe to us shall be deemed rent under this lease.

4. **Security Deposit.** Before you may occupy the unit, you must pay Landlord \$775.00 as the required security deposit. You may not apply your security deposit as rent. It is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the premises caused by you or others, and to insure that you return the leased premises to Landlord in the same clean and rentable condition as you received it, ordinary wear excepted. When you vacate the premises prior to or on the termination date, you must clean the entire premises, remove all debris, rubbish and non-leased furniture, etc. from the premises and leave the premises in a broom-swept condition, including professional carpet cleaning, to the extent that any stains exist that did not exist prior to your occupancy. Your failure to clean the premises in this fashion shall permit Landlord to retain all or part of your security deposit for use as its cleaning fees, and shall have no obligation to provide any formal or detailed accounting as to what amount was used for this purpose.

A. Upon the completion of this lease Landlord will return your security deposit to you after the termination date, provide you have (1) Complied with the terms and conditions of this lease; (2) surrendered the premises and turned over the keys to Landlord on the termination date; (3) not damaged the premises or furnishings beyond ordinary wear; and (4) paid all rent and other charges due us, including amounts due for utility charges to us. You understand that your liability to us is not limited to the amount of your security deposit.

B. Unless we notify you otherwise, your security deposit will be deposited in a separate non-interest bearing account in a FDIC-insured banking institution, and held consistent with section 83.49(3), Florida Statutes.

5. **Agreement to Live in a Cooperative Manner.** A conflict or disagreement between co-tenants does not constitute grounds for you to terminate this Lease. Any serious problems between tenants must be worked out between the individuals involved. If you witness or become knowledgeable about criminal activity such as drugs, theft, concealed weapons, assault, destruction of private property, or any other criminal activity you should contact the local law enforcement agency, then notify Landlord in writing, and understand that Landlord is not a law enforcement officer or trained in investigative techniques or due process laws.

6. **Smoking.** No smoking is permitted inside the premises.

7. **Insurance.** Landlord shall maintain in force during the term of this lease, fire, extended coverage, and public liability insurance. Tenant acknowledges that Tenant's personal

property is not covered by any insurance policy held or owned by Landlord, and Tenant is required to obtain renter's insurance and retain coverage during the entire length of the tenancy. Landlord will not be liable for any damage to Tenant's property or that of others on the premises or for the loss of or damage to any of your property or of others by theft or otherwise. All property kept or stored on the leased premises shall be so kept or stored at your risk and you agree to hold Landlord harmless from and indemnify Landlord for any claims, demands, suits, or judgments arising out of damage to the same, including subrogation claims by your insurance carrier.

8. **No Waste, Nuisance, Unlawful Use or Commercial Purpose.** Tenant shall not commit, or allow to be committed, any waste on the premises, or nuisance, nor shall he use or allow the premises to be used for any unlawful purposes, including but not limited to drug-related criminal activity, on or near the premises, regardless of whether the individual engaging in such activity is another Resident or a guest thereof. "Drug-related criminal activity" means, but is not limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S. C. 802)). No Resident, guest or other person allowed on the premises by Resident shall engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises. Resident understands and agrees that a single violation of this section shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence as determined by landlord. You and your occupants or guests shall not behave in a loud or obnoxious manner; disturb or threaten the rights, comfort, health, safety or convenience of others Residents are prohibited from operating a business of any type in their unit.

9. **Repairs and Maintenance.** Tenant shall maintain the premises and keep it in good condition during the term of this lease, including but not limited to wood rot and pest care, and pool care (if applicable). Landlord shall only be responsible for HVAC, electrical, plumbing systems and roof, but specifically not for blocked or stopped up commodes and toilets. Upon receipt of the keys to the leased premises and prior to moving any of your property into the leased premises, you agree to inspect the premises carefully; to note any damage or other problems and to provide written notice to Landlord, along with photos, prior to taking occupancy. THE PREMISES WILL BE CONCLUSIVELY PRESUMED TO BE IN PERFECT CONDITION IF YOU FAIL TO PROVIDE ANY WRITTEN NOTICE OF DAMAGE TO LANDLORD PRIOR TO TAKING OCCUPANCY AND ALLOWING LANDLORD TO INSPECT THE CLAIMED DAMAGE.

10. **Payment of Utilities and Property Taxes.** The property taxes and any applicable association dues shall be paid by the Landlord. Tenant shall be responsible for the payment of any and all utilities, including but not limited to electricity, water, cable, internet, local phone service and garbage and recycle pick up and removal. Landlord shall not be responsible for any loss or theft of any intellectual property, or to ensure any internet protection service that may or would, if available, protect against any theft or hack of internet or cable service.

11. **Non-liability of Landlord for Damages.** Landlord shall not be liable for liability or damage claims for injury to persons, including Tenant or his agents, tenants or guests, or for property damage from any cause by or from Landlord's or his agents', tenants' or guests' occupancy of the premises. Tenant hereby covenants and agrees to indemnify Landlord and to hold it/him/them harmless from all liability, loss, or other damage, claims or obligations because of or arising out of such injuries or losses. This release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

12. **Subletting. Reletting.** You may not assign this lease or sublet any portion of the leased premises without our written consent. We may allow you to sublease your lease prior to the expiration of the lease term if you secure a replacement Resident acceptable to us. The replacement Resident must submit a completed Application, Guaranty (if required) and a signed Lease Agreement with a term from the date of your early sublease through the end of the original lease term. The replacement Resident must be approved by us. The replacement Resident must pay a new Security Deposit. If Landlord does consent to subletting, you agree to pay Landlord an administrative fee of \$300, considered additional rent, prior to such replacement Resident taking occupancy. You will be held responsible for any and all costs associated with returning the unit to rentable condition, normal wear and tear excepted, and prior to the new Resident taking possession of the unit. You will also be held responsible for any damages to the unit as well as any lost rent accrued during the period between your vacating the premises and the new Resident taking possession, during which the unit is being returned to rentable condition.

13. **Destruction of Premises.** Nothing may be used or kept in or about the leased premises which would in any way affect the terms and conditions of our fire and extended coverage insurance policy or be a violation of the law. If the Premises are partially destroyed by fire or other casualty not attributable to your negligence or carelessness or that of your guests or invitees, the Premises shall be promptly restored and repaired by us and the rent for the period that the Premises is uninhabitable shall abate, unless we provide you with suitable

alternate living space, in which event the rent shall not abate. If however, the Premises are substantially destroyed, then this Lease may be terminated by either you or by Landlord, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that you shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to your negligence or carelessness or that of your guests or invitees, and you shall be charged for the cost of any repair or clean-up attributable to such carelessness or negligence plus a 35% administrative fee. In the event of fire or other casualty, you agree to notify us immediately.

14. **Pets.** Except for animals assisting disabled or impaired persons, no animals may be kept in or on the premises without Landlord's prior written consent and payment of a \$250.00 non-refundable pet fee per pet. In the event you keep a pet on the premises without our permission then you agree to pay a pet fine of \$500 per pet plus \$50 for each day the pet(s) is/are in or about the premises. No visiting or temporary pets are allowed. Further, you agree to pay for any and all damages or injury caused by the pet(s). All sums due shall be deemed additional rent. No aggressive breeds, puppies or kittens are allowed.

15. **Lease breached by Tenant's Receivership, Assignment for Benefit of Creditors, Insolvency, or Bankruptcy.** Appointment of receiver to take possession of Tenant's assets (except a receiver appointed at Landlord's request as herein provided), Tenant's general assignment for benefit of creditors, or Tenant's insolvency or taking or suffering action under the Federal Bankruptcy Act is a breach of this lease and shall constitute a default hereunder.

16. **Possession.** If we are unable to deliver possession of the leased premises at the Lease Beginning Date, we will not be liable for any damage, injury or loss caused thereby nor will this Lease be void or voidable. You may terminate this lease if possession is not available within forty-five (45) days of Lease Beginning Date of the lease term. In such event your application deposit will be returned to you.

17. **Surrender and Abandonment.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and provides Landlord the immediate right to clean up, make repairs in, and relet the premises; determine any security deposit deductions; and remove property left in the premises. Surrender, abandonment, and judicial eviction affect your rights to property left in the premises, but do not affect our mitigation obligations.

18. **Occupancy.** Only the person(s) whose signature appears on this lease may occupy the leased premises. Guests may not stay for more than three days without our prior written consent. Guests found to be residing within the leased premises will result in a \$50 per day fine to be held against the Residents account. The leased premises shall be used

solely as a private residence. If you will be absent from the leased premises for more than fourteen (14) days, you must notify us in writing.

19. **Multiple Residents or Occupants.** Each Resident is jointly and severally liable for all lease obligations. IF you or any guest or occupant violates the LEASE CONTRACT or rules, all Residents are considered to have violated the LEASE CONTRACT. Our requests and notices (including sale notices) to any Resident constitute notice to all Residents and occupants. Notices and requests from any Resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, each Resident is considered the agent of all other Residents in the premises for service of process.

20. **Release of Tenant.** Unless you are entitled to terminate this lease agreement under paragraphs 6 or 14, or as provided for under Section 83.682, Florida Statutes, you will not be released from this agreement for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-Residents, loss of employment, bad health, death, or property purchase.

21. **Right to Enter.** Pursuant to Florida Statute 83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the premises at reasonable times for the purposes listed in (2) below. If nobody is present then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

(A) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30am and 8:00 pm; and

(B) entry is for: responding to your or co-Residents request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; performing preventative maintenance; changing filters; testing or replacing smoke detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting or replacing appliances, furniture, equipment or security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) or items prohibited under our rules; removing perishable food stuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former Residents; inspecting when immediate

danger to persons or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die or are incarcerated etc.); allowing entry by a law enforcement officer with a search or arrest warrant, or in hot pursuit; showing premises to prospective Residents (after move out or vacate notice has been given); or showing premises to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers or insurance agents.

22. **Pest Infestations.** Resident acknowledges that, Landlord is responsible for making reasonable provision for the extermination of roaches, ants & wood-destroying organisms, Resident will be financially responsible for any non-routine infestation above the standard monthly pest control that is provided by the Landlord. This shall include but not be limited to bed bugs, fleas, etc. or any and all infestations which are outside of the Landlords control serious infestations of such pests in the rental premises and/or in adjoining rental units, may necessitate Resident vacating the premises, either temporarily or permanently, in order for Landlord to eradicate an infestation in Resident's unit and/or in adjoining rental units. Landlord may, at its sole and exclusive option, terminate the tenancy and Resident shall vacate the premises in the event: (a) Resident's actions or inactions contribute to or result in a pest infestation; (b) Resident's actions or inactions prevent or hinder treatment of an infestation; and/or, (c) Landlord, in its sole discretion, or pursuant to the opinion of a licensed pest control professional determines an infestation in the rental unit and/or adjoining units cannot be successfully or properly treated with the Resident continuing to live in the rented premises.

23. **Work Orders.** You are responsible for immediately notifying management of any and all problems requiring repair or which could lead to further damage to premises. Failure to do so will result with you being responsible for the costs of any repairs necessitated by consequential damages in addition to the initially required repairs. Normal maintenance requests should be submitted in writing to the management office during office hours.

24. **Modification.** This lease may be modified only by a written agreement signed by all parties.

25. **Alterations.** You may not make alterations or additions, additional painting or redecorating, or install or maintain in the leased premises, or any part of the premises, any fixtures, appliances, devices or signs without our written consent. Any alterations, additions, or fixtures which are made or installed after you have received our written consent will remain a part of the leased premises, unless we specifically agree otherwise. Failure to remove such items will result in a \$75.00 fine per alteration, in addition to the restoration costs.

26. **Inspection by Landlord.** Landlord or its agents may enter the Premises during reasonable hours and with reasonable prior written or verbal notice to tenant (12 hours) for the following purposes; (1) to inspect the Premises; (2) to exhibit the premises to prospective purchasers, mortgagees, and tenants. Inspection is to be made with Tenant, or representative of Tenant.

27. **Notices.** Any notices from us to you shall be deemed delivered when mailed, addressed to the leased premises, first class postage prepaid; personally handed to you or anyone in the leased premises; Emailed to the e-mail address provided by you or left at the leased premises in your absence. Any notice from you to us shall be deemed delivered when mailed, addressed to the address listed on the first page of this lease, certified mail, return receipt requested, or personally delivered to the address listed on the first page of this lease during normal business hours or by email to _____. Any written notes on your oral request(s) do not constitute a written notice from you. Landlord complying with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this lease agreement.

28. **Waivers.** Our acceptance of rent after knowledge of a breach of this lease by you shall not be a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more remedies shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease. You waive your right to demand a jury trial concerning the litigation of any matters arising between us.

29. **Default and Remedies.** If you default in complying with this lease or the law, in addition to the rights set forth in Section 83.595, Florida Statutes, we have the right to retake possession as provided by Florida law. We have the right to accelerate all of the remaining rent upon default. Under no circumstances will our acceptance of your keys, or re-entry or any other action be considered a cancellation of the lease or a retaking for our own account. If you, or any occupant or a guest of the leased premises engages in criminal activity on the premises, such action shall be a default for which your lease may be immediately terminated. In addition to any of the foregoing, we shall have any other rights and remedies provided by law. If we engage an attorney to act for us in any matter arising out of this lease, we shall be entitled to recover all of our reasonable attorney's fees and costs from you. It is intended that Landlord's rights and remedies for Resident's breach of this Lease Agreement shall be as broad as permitted under Florida law and shall include, without limitation, (a) the right to terminate this Lease, reserving the right to collect unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the then entire unpaid balance of the rent for the term

then remaining or the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for your account, in which event the proceeds from sub-letting shall be applied first to the cost of sub-letting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to your rental obligations hereunder, with you and your guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages or of our right to avail ourselves of any remedy allowed by Florida law.

30. **Renewal.** You have no right to renew this lease. We may, at our option, offer you a window of opportunity to renew.

31. **Notice to Vacate.** Notice to vacate must be given in writing a minimum of 30 days prior to the expiration date of the current lease or subsequent renewal with notice to be given on or before the 1st day of the month, unless otherwise noted under additional agreements.

32. **Termination.** Upon termination of this lease, you agree to vacate the premises promptly. If any of your property is left in or about the leased premises after you vacate or abandon the leased premises, we may remove or dispose of that property and you waive any claims for damage or loss as a result of our disposal of the property. If you fail to deliver all keys and vacate on or before your lease termination, you will be obligated to pay double rent until you do so and you agree to indemnify us for and hold us harmless from any lost rent and damages caused to the next Resident as well as our attorney fees incurred in having to deal with the situation. You or any occupants, invitee or guest must not holdover beyond the date contained in your move out notice or our notice to vacate (or beyond a different move out date agreed to by the parties in writing). If a holdover occurs, then; (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) Landlord may file a holdover eviction lawsuit pursuant to Fla. Stat. 83.S8 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney's fees and court costs as may be applicable.

33. **Radon Gas.** We are required by Florida Statute 404.056 (8) to state: "Radon is a naturally occurring radio-active 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."

34. **Lead Paint.** If the leased premises were built before 1978, you acknowledge receipt, before becoming obligated under this lease, of the Environmental Protection Agency (EPA) lead hazard information brochure entitled "Protect Your Family from Lead in Your Home." We do not know of the presence of any lead-based paint or lead-based paint hazards in the premises and have no lead hazard evaluation report in our possession.

35. **Miscellaneous.**

A. You are responsible for the removal of trash and garbage from your unit to the appropriate collection point. You agree to maintain your unit in a clean and sanitary condition which will not allow an environment to develop that would be conducive to an infestation of insects, roaches, rodents and other pests. You are also responsible for the removal of any trash and/or debris, including cigarette butts, that accumulate in front of or in back of your unit; failure to do so may result in a trash removal charge of \$75 per incident, per bag.

B. Keys lost or damaged by you will be repaired and/or replaced by us at your expense. If you change any locks to the premises, doing so will result in a \$50.00 charge to you, and you shall immediately notify Landlord, and shall make at least one (1) copy of the key(s) available to Landlord

C. We have no responsibility to install or maintain smoke detection devices or alarm systems of any type. If such devices are present, it is your responsibility to test them and keep them in proper working condition.

D. You must change the air conditioning and heating filter as often as needed, but no less than monthly. We will maintain the air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us.

E. Normal maintenance requests should be submitted in writing to the Landlord during regular business hours. For emergency maintenance occurring after 5:00 p.m. or on the weekend or a holiday, for matters including no heat, no water, plumbing repairs involving running water of a flooding nature (though not for commode stoppages, which are never the responsibility of Landlord) sewer backups, and electrical power outages caused by the electrical system of the unit (not interruption by the utility service provider) you shall contact Landlord immediately by _____ and by text and call to _____. You understand that emergency service may not always be available and is not guaranteed. Requests including no air conditioning, refrigerator not cooling and lockouts are not considered emergencies.

F. Any damage to the leased premises or the premises, except for normal wear, caused by you, your co-Residents, your invitees, or the invitees of your co-Residents will be corrected, repaired, or replaced at your expense. You understand that you will be occupying the unit jointly and in common with other Residents, and you will be held liable jointly and severally for any damages to the common area of the premises and its furnishings, fixtures, walls, ceilings, floors, and doors. Upon termination of the lease or vacating the premises, each Resident will be held jointly and severally responsible for any and all items remaining in the premises including but not limited to any furniture, debris, food in refrigerator, etc. You are responsible for any damages to the interior or exterior (exterior is defined as all windows, patio, balcony, screens, light fixtures, siding and awn and landscaping) of the premises whether caused by negligence on your part, of your co- Tenant(s), guests, or invitees, or as a result of vandalism, burglaries, or criminal mischief, by known or unknown persons. Because you are liable in these cases, we require that you purchase renters insurance to protect yourself.

G. You agree to notify us immediately and in writing of any needed maintenance or repair. You agree to keep and maintain the leased premises and common area in good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without our prior written consent. You will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to us. You agree to reimburse us (as additional rent) for the cost of all repairs to the sinks, lavatories and commodes made necessary by or resulting from, you or your co-Resident's abuse or careless use.

36. **Cancellation of Lease in Event of Sale.** In the event that your rental home/property is sold, the new property owner has the right within 90 days of the closing date to give you 60-days written notice to cancel your lease.

37. **Time is of the Essence.** Time is of the essence to this agreement.

[LANDLORD SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES

Print Name

Signature

Print Name

Signature

LANDLORD:

Gabriel G. Hanway

Signature

[TENANT SIGNATURES ON FOLLOWING PAGE]

WITNESSES

Print Name

Signature

Print Name

Signature

TENANT:

Print Name

Signature

Print Name

Signature

Print Name

Signature

