

CAZABELLA APARTMENTS
 720 SW 34th Street GAINESVILLE, FL 32607
 OFFICE : (352) 338-7700 FAX: (352) 378-2144

Lease Agreement entered into on _____

GENERAL INFORMATION - MOVING IN

1. **PARTIES:** The parties to this lease are: Cazabella Apartments, with a mailing address of 720 SW 34th Street, Gainesville, FL, 32607, as LESSOR; and the following as LESSEE(S):

_____, _____, _____

2. **PREMISES:** Lessor hereby leases to Lessees the following property (the premises): Apartment # ___ known as a ___ bedroom/___ bathroom apartment, in the Cazabella Apartments, located at 720 SW 34th Street Gainesville, FL 32607 together with the furnishings and equipment shown. Lessee acknowledges that this lease is for a unit in the above described complex and of such that this lease shall be binding upon all parties in the event that the Lessees in fact occupy or is assigned a different numbered apartment.

3. **TERM:** This lease commences at 12:00 Noon on _____ and ends at 12:00 Noon on _____ unless sooner terminated in writing by both parties. Lessees agree to notify Lessor, 60 days before vacating the premises, of Lessees' intent to vacate the premises at the end of the term. In the event Lessees fail to give the required notice before vacating the premises at the end of the lease, Lessees are liable for liquidated damages in the amount of one month's rent. If Lessees remain on the premises without Lessor's permission after the lease has terminated Lessees are liable to the Lessor for two times the monthly rent as set out in this agreement.

4. **Rent:** Pro-rated Rent (if applicable): The Lessee agrees to a pro-rated rent of \$ _____ which is to be paid in advance to cover the period from _____ to _____. Lessee agrees to pay Lessor the following sum of base rent plus any other rents explained below per month in advance on the 1st day of each calendar month:

Base rent:	\$ _____
Pet rent:	\$ _____
Furniture package:	\$ _____
Other:	\$ _____
Total:	\$ _____

Total sum owed in _____ equal monthly installments for term of lease: \$ _____.

Additional Rent: The following will be considered additional rent: All other costs, charges, fees, late fees, monies advanced on behalf of Lessees under this lease whether or not advanced by Lessor. All rent must be paid in United States currency without demand, setoff, or deduction to Lessor at the address provided in Section 1 no later than **5:00 pm on the 5th day of the month** in which such payment is due. Any payments received after the above stated time shall incur a late fee in the amount of **\$50.00 plus \$5.00 per day after the 6th day of the month**. Mailed rent shall be deemed paid on the date received by the Lessor and the "Mail Box Exception" shall not apply. For the purpose of Statutory Three (3) Day Notices rent shall be defined as Base Rent plus Additional Rent, claims for damages (including property damages), or any fees or charges due under this lease. **Returned checks are subject to a \$40.00 returned check fee.** The Lessor, in its sole discretion, may agree to allow a holdover period after the termination of the lease and may prorate such hold over to a daily rental as computed by the monthly rental divided by days in a given month. Such agreement shall only be enforceable by either party if in writing. Absent such writing, any holdover shall be deemed to be without the Lessor's consent and subject to the provisions of paragraph 3. Early termination shall not be entitled to proration of rental fees.

5. **UTILITIES:** Cazabella Apartments will pay for the following items, if checked:

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Cable TV | <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Internet | <input checked="" type="checkbox"/> Pest Control |
| <input checked="" type="checkbox"/> Trash | <input checked="" type="checkbox"/> Waste Water | <input checked="" type="checkbox"/> Water | |

6. **DEPOSIT:** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____. The security deposit may not be applied by Lessees as rent. This deposit is refundable, at the time of termination of the lease, less any claims made by the Lessor upon such deposit. In the event Lessee leaves the premises in an unclean or damaged condition at the termination of the lease necessitating cleaning or repairs by the Lessor, additional charges will apply. Security deposit is held in a separate non-interest bearing account at Renasant Bank, Address: 4373 West Newberry Road, Gainesville, FL 32607.

The security deposit will be held in a separate bank account. Lessor is holding a security in a separate non-interest-bearing account for benefit of the lease. This means that the security deposit held in this account cannot be commingled with other funds of the Lessor or used in any way by the Lessor until such monies are due to the Lessor. The name and address of the depository holding the deposit is Renasant Bank, 4373 West Newberry Road Gainesville, FL 32607. Lessor will have 15 days after termination of this lease in which to return the security deposit to Lessees, unless Lessor intends to impose a claim on the security deposit as provided by law.

(a) Upon the vacating of the premises for termination of the lease, if the Lessor does not intend to impose a claim on the security deposit, the Lessor shall have 15 days to return the security deposit together with interest if otherwise required, or the Lessor shall have 30 days to give the Lessee written notice by certified mail to the Lessee's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or Cazabella Apartments will be authorized to deduct our claim from your security deposit. Your objection must be sent to 3425 SW 2nd Avenue Gainesville, FL 32607."

If the Lessor fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit

(b) Unless the Lessee objects to the imposition of the Lessor's claim or the amount thereof within 15 days after receipt of the Lessor's notice of intention to impose a claim, the Lessor may then deduct the amount of his or her claim and shall remit the balance of the deposit to the Lessee within 30 days after the date of the notice of intention to impose a claim for damages.

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

7. **MULTIPLE RESIDENTS OR OCCUPANTS:** Occupancy shall be limited to two persons per bedroom. Over-night guests are not permitted if they cause an apartment to exceed this limitation. Management in writing must approve continuous over-night guests exceeding forty-eight (48) hours. Reoccurring overnight guests, or guests that stay in excess of 15 nights per month, must be placed on the lease and approved by the Lessor. Lessor reserves the right to refuse to add such parties to the lease and or to allow their continuing occupancy.

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 apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 39.

8. **INSURANCE:** Cazabella Apartments is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like.

9. **LOCKS AND LATCHES:** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in, or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in. You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pin lock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one door viewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or

rekey the same device during the 30 days preceding your request and we have complied with your request.

Residents are prohibited from adding locks to the apartment or installing other security devices or alarms without written consent from management. Smoke detectors have been provided, by management, to warn residents in case of a fire. Residents should occasionally test their detector to insure working condition.

10. **INTRUSION ALARMS:** Upon activation of an alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You are responsible for all false alarm charges for your dwelling.

SPECIAL PROVISIONS AND "WHAT IF" CLAUSES

11. **SPECIAL PROVISIONS:** The following special provisions and any addenda or written rules furnished to you at or before signing will become part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

12. **EARLY MOVE-OUT:** Unless modified by an addendum, if you:

- (1) move out without paying rent in full for the entire lease term or renewal period; or
- (2) move out at our demand because of your default; or
- (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of our lease agreement until the apartment is re-rented.

13. **REIMBURSEMENT:** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we are not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, screens, or any other property damage to the apartment or the premises; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

14. **CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT:** All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. The property shall be deemed to be abandon if the Lessees are vacate from the property for a period of 15 consecutive calendar days without notice to the Lessor.

REMOVAL AFTER SURRENDER OR ABANDONMENT: We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you

surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 39).

THE LESSOR IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING LESSEE, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.

STORAGE: We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We are not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling of any property.

15. **FAILING TO PAY RENT:** If you do not pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs and other lawful charges.

16. **RENT INCREASES AND LEASE CONTRACT CHANGES:** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends except by reasonable changes of apartment rules allowed under paragraph 20.

If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month- to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 35.

17. **DELAYED OCCUPANCY:** If possession of the lease premises is not delivered to Lessees at the beginning of the term because the same are not ready for occupancy or because of the holding over of any previous occupant of said premises, Lessor shall not be liable in damages to Lessee therefore, but during the period Lessee shall be unable to occupy the leased Premises, the rental therefore shall be abated. If the Lessor is not able to deliver possession to Lessee within 15 days of the date for the commencement of said term, Lessees may cancel and terminate lease and demand return of deposits and advance rent paid.

18. **DISCLOSURE RIGHTS:** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

DURING YOUR STAY

19. **USE OF THE PREMISES:** The premises will be used and occupied by Lessees and Lessees' family as their private residence and for no other purpose. In the event that there is a substantial change in the composition of the Lessees' family the Lessor shall be notified in writing of such with 10 business days. Lessor reserves the right to refuse the additional family members for just cause. All persons over the age of 18 who are residing at the premises shall have their name placed on the lease as a lessee and execute a copy of this lease. Failure to do so shall result in a breach of the lease by the Lessees. Lessees will not store vehicles, boats, machinery, or building materials; engage in breeding or the raising of animals or birds; or conduct any commercial enterprise on the premises.

20. **COMPLIANCE WITH REGULATIONS, COMMUNITY POLICES OR RULES:** Lessees must abide by and comply with all governmental laws, ordinances, rules, and orders that apply to Lessees of dwelling units. Failure to comply with any of the aforementioned shall be deemed a material breach of the lease and subject the Lessee to immediate eviction proceedings. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and does not change the dollar amount on page 1 of this Lease Contract.

21. **RELEASE OF RESIDENT:** Unless you are entitled to terminate this lease contract under paragraphs 17, 30, 35, or by separate addendum, you will not be released from this Lease

Contract 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, or death.

22. **LIMITATIONS ON CONDUCT:** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You will be liable to us for damage caused by you or any guests or occupants. We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area

or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

23. **PROHIBITED CONDUCT:** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

24. **PARKING:** Vehicle owners are responsible for the safe operation of their vehicle(s). The speed limit on the property is eight (8) miles per hour and will be strictly enforced. Parking is permitted only within the designated paved parking lot within the confines of the striped parking spaces. There is no reserved parking; however, parking has been designated for handicapped individuals with proper handicapped permits. (If applicable) Parking permits must be hung from the rearview mirror at all times. Guest tags must be placed on the rear-view mirror of all visitors' vehicles. Non-operative vehicles, including those with flat tires are not permitted on the premises. Management may investigate vehicles that remain unmoved for more than a week as to the operability and request that the vehicle be moved. Vehicles with oil or other leaks will be removed from the property until repaired. All vehicles on the premises shall be registered with and approved by management. Management reserves the right to limit the number of vehicles per apartment to two (2), total, so as not to create an overload on available parking. Resident understands that their vehicle may be towed, at their own cost, any vehicle(s) without parking permits or guest tags (if applicable), or that is deemed by management as inoperable. Car alarms going off for more than one (1) minute shall be deemed as excessive noise and a violation of other residents' quiet enjoyment. Repairing or lubricating vehicles on the premises is not permitted.

25. **RESIDENT SAFETY AND PROPERTY LOSS:** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 6.

SMOKE DETECTORS: We will furnish smoke detectors as required by statute, and we will test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

CASUALTY LOSS: We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must--for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You will be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

CRIME OR EMERGENCY: Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of

security unless required by statute. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

FIRE PROTECTON: Please check only one box:

fire protection is NOT AVAILABLE or fire protection is AVAILABLE

Description of fire protection available (not applicable unless the box is checked):

sprinkler system in apartment fire extinguisher
 carbon monoxide detector smoke detector

BUILDING, HOUSING, OR HEALTH CODES: We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

26. **CONDITION OF THE PREMISES AND ALTERATIONS:** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You will be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we have consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you will replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

PEST CONTROL: We will make reasonable provisions for the extermination of rats, mice, roaches, ants, and wood destroying organisms. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 28 of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

27. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST--FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without

substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We will act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we will refund prorated rent and all deposits, less lawful deductions.

28. **ANIMALS:** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we have so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy, (with or without our consent), we will charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 13. We may keep or kennel the animal or turn it over to a

humane society or local authority. When keeping or kenneling an animal, we will not be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. **RIGHT OF ENTRY:** 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 apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, 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:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive 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 or rekeying unauthorized 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 foodstuffs 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 person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment 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.

SUBLETTING AND ASSIGNING

30. **SUBLETTING AND ASSIGNING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing.

PROCEDURES FOR ASSIGNING: If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing--even if a new Lease Contract is signed. Lessees shall pay a \$100.00 administrative subleasing fee for all assignments.

MANAGEMENT AND RESIDENT RESPONSIBILITIES

31. **RESPONSIBILITIES OF OWNER:** We will act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- a. you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- b. after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- c. If our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

32. **DEFAULT BY RESIDENT:** You will be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you do not pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession,

manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

TERMINATION OF RENTAL AGREEMENT – FAILURE TO PAY RENT DUE: If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent re-letting does not release you from liability for future rent or other lease obligations.

TERMINATION OF RENTAL AGREEMENT - YOUR FAILURE TO COMPLY WITH F.S. 83.52 OR MATERIAL PROVISIONS OF THE LEASE

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the noncompliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NONCOMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature

of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent re-letting does not release you from liability for future rent or other lease obligations.

HOLDOVER: You or any occupant, invitee or guest must not hold over 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) rent for the holdover period will be increased by one hundred percent (100%) over the then-existing rent, without notice;
- (3) you will be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who cannot occupy because of the holdover;
- (4) and at our option, we may extend the lease term--for up to one month from the date of notice of lease extension--by delivering written notice to you or your apartment while you continue to hold over.

OTHER REMEDIES: We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 11, in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you do not pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

CHOICE OF REMEDIES AND MITIGATION OF DAMAGES: If you move out early, you will be subject to paragraph 12 and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either:

- a. treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT;
- b. re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or
- c. take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due.

If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

GENERAL CLAUSES AND PROVISIONS

33. **MISCELLANEOUS:** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Exercising one remedy will not constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

- a. **LEAD-BASED PAINT DISCLOSURE:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
- b. **RADON GAS 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 and radon testing may be obtained from your county public health unit.
- c. **WAIVER OF JURY TRIAL:** The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or Lessees' use or occupancy of the premises. This lease contains the entire agreement between the parties, and any agreement to amend or modify this lease will be

ineffective unless it is in writing and signed by both parties. Lessees' obligation to observe or perform the covenants will survive the termination of this lease. Lessor provides the following disclosures in accordance with federal and state statutes: Lessees shall indemnify the Lessor from any claims for damages or injury to any third parties or to Lessor when the cause of such claims for damages is the Lessees' invitees, business invitee or licensees or co Lessees. Lessor shall have the right from time to time to notice and publish Terms, Rules and Regulations regarding conduct of the Lessees. Lessees herein agree to abide and be bound by such Terms, Rules and Regulations.

- d. **SUBORDINATION:** This lease is expressly subject to and subordinate to all contracts for sale, mortgages or security agreements that may now be or hereafter become a lien on the premises, and to any renewals, modifications, replacements, or extensions thereof, and Lessees agree that this subordination is and will remain self-operating without execution by Lessees of any document other than this lease. If any further document is required by any lender to evidence the purpose of this provision, Lessees will comply promptly with the requirements of the lender on demand of Lessor. Lessees must pay all charges for utility services as they come due. No interruption of utility services will relieve Lessees from any obligations under this lease.
- e. **FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- f. **SUBSTITUTION:** It is acknowledged that the Lessor is leasing to the Lessee a rental space at the subject property and not a particular apartment. Lessor reserves the right to substitute an equivalent space upon reasonable notice, written or oral, to Lessee. In the event that the Lessee vacates their space prior to the end of the term of this lease without securing a sublessee the notice requirement set out herein is thereby waived and the Lessor shall be entitled to assign this lease to any other equivalent space, for any reason including convenience to the Lessor, in Lessor's complex. Such substitution shall not be deemed a retaking of said Lessees original space for the benefit of the Lessor and the Lessee shall remain liable for payment of the rent reserved herein for the balance of the term of this lease.
- g. **WASTE:** Lessees will not commit or permit any waste of the premises, and on termination of this lease Lessees must immediately surrender the premises in good order and condition and return all keys to Lessor. Failure to surrender the premises in good order and condition will subject the Lessees to additional charges.

- h. **LEASE RENEWAL:** Lessees shall have a right to apply for a renewal subject and the Lessor shall have the right to accept or deny such application at the Lessor's sole discretion. Application of renewal shall be given in writing 60 days prior to termination of this lease.
- i. **PERSONAL GUARANTEE:** It is expressly agreed by the parties to this lease that the Lessor has the option, in its sole discretion, to require or dispense with the co-signature of a parent/guarantor or other co-signed and in the event such a co-signature is not required, the lack thereof shall not affect the validity or enforceability of this lease.
- j. **INTERRUPTION OF SERVICES:** Lessor shall not be liable for any claim of damages or rebate or change of any kind in case of interruption of the supply of water, heat, air conditioning, sewage, a lecture current, or iteration vacationed by accident, failure of power supply, or any other cause beyond the control of the Lessor.
- k. **EXPENSE OF MISUSE:** Lessee shall be fully responsible for and bear the expense of correcting stoppages or damages to equipment, appliances, or that are in or on the premises caused by the use, as determined by the Lessor. Specifically, any sanitary napkins, diapers, paint, turpentine, soil or other materials at the plaintiff toilet, tub, basin, or sink. Lessee is responsible for changing air-conditioner filters as needed, but in no event less than once every 60 days.
- l. **CHAPTER FOUR RULES:** The following disclosure are made per pursuant to Florida Cabinet Chapter 4 section 501 .205, Florida statutes Cazabella Apartments', telephone (352) 338-770 and whose address is 3425 SW 2nd Avenuereet, Gainesville, FL 32607 is authorized to receive notices and demands in regard to the lease property.
- m. All parties to lease hereby acknowledge and agree that proper venue for any dispute filed under this lease shall be Alachua County Florida.
- n. The parties to this action acknowledge and agree that the Lessor may claim attorney's fees and costs for any and all actions whether filed in court or prior to the filing of the complaint and lease will be obligated to make a payment on such. It is further acknowledged is that the right for attorney's fees shall continue beyond judgment received for any demand regarding this lease and Lessor shall be entitled to collect attorney's fees for post judgment collection. The interest rate for any judgment shall be 18 percent.

SAFETY GUIDELINES FOR RESIDENTS

34. **SECURITY GUIDELINES:** In cooperation with the National Apartment Association, we would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines

PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

- a. Lock your doors and windows--even while you are inside.
- b. When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
- c. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
- d. Do not put your name, address, or phone number on your key ring.
- e. If you are concerned because you have lost your key or because someone you distrust has a key, ask management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying. You may not lockout anyone who has a lawful right to occupy the apartment.
- f. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, and then call the management.
- g. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
- h. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- i. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latched, stay with friends or neighbors until the problem is fixed.
- j. Immediately report to management--in writing dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
- k. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- l. Close curtains, blinds, and window shades at night.

No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems do not exist since they are subject to malfunction, tampering, and human error. *We disclaim any express or implied warranties of security.* The best safety measures are the ones you perform as a matter of common sense and habit.

MOVING OUT

35. **MOVE-OUT NOTICE:** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 21) except under the military. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING.**
- We must receive advance written notice of your move-out date.
 - The advance notice must be at least the number of days of notice required in paragraph 3.
 - Oral move-out notice will not be accepted and will not terminate your Lease Contract.
 - Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written

acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

36. **MOVE-OUT PROCEDURES:** The move-out date cannot be changed unless we and you both agree in writing. You will not move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You are prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
37. **CLEANING:** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been

provided. If you do not clean adequately, you will be liable for reasonable cleaning charges.

- 38. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES:** You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/ manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You will be liable to us for any charges for replacing all keys and access if you fail to return them on or before your actual move-out date. If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after the Landlord makes written demand. The security deposit will be applied first to any additional rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- 39. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT:** We will mail you your security deposit refund within fifteen (15) days after surrender or abandonment if we do not intend to impose a claim on the security deposit. If we do intend to impose a claim on the security deposit we shall give you thirty (30) days written notice by certified mail to your last known mailing address stating the reason for imposing the claim

You have surrendered the apartment when all apartment keys and access devices have been turned in where rent is paid. An apartment is also considered "abandoned" if you are absent from the apartment or premises for at least fifteen (15) days, unless the rent is current or you have notified us in writing of your intended absence. Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 14) but do not affect our mitigation obligations (paragraph 31).

ADDITIONAL DAMAGE WHICH WE CONSIDER UNUSUAL BY NEGLIGENCE OR CARELESSNESS WILL BE DETERMINED UPON INSEPTIN AND CHARGES WILL BE MADE ACCORDINGLY

SIGNATURES

- 40. **ORIGINALS AND ATTACHMENTS:** This lease Contract has been executed in multiple originals, with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Community Policies Addendum
- Lease Contract Guaranty (____) guaranties, if more than one)
- Security Deposit Schedule of Charges
- Lessee Acknowledgement of Information on Lead-Based Paint Hazzards

I acknowledge the Lessor has made the above disclosures to me on the date for the above and below I have read understood, and agree to be bound by each of them. I have read the foregoing lease, that account thereof, and executed the same.

Signed, sealed, and delivered in our presence as:

_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
Manager	Date

State of Florida
County of _____

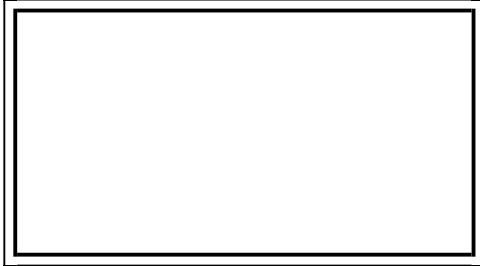
I certify that I know or have satisfactory evidence that
Is/are the person(s) who appear before me and acknowledge that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the purposes mentioned in the instrument.

Dated _____

Printed Name of Notary Public _____

My Commission Expires _____

Signature of Notary Public _____



(Use above space for notary stamp/seal)

MOLD INFORMATION AND PREVENTION ADDENDUM

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

Property Owner: Cazabella Apartments

Resident(s): _____

Dwelling No./Address: 720 SW 34th Street Gainesville, FL 32607

Lease Date: _____

1. **ABOUT MOLD:** Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.
2. **PREVENTING MOLD BEGINS WITH YOU:** In order to minimize the potential for mold growth in your dwelling, you must do the following:
 - a. Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
 - b. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
 - c. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
 - d. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
 - e. Promptly notify us in writing about any sign of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
 - f. Keep the thermostat set to automatically circulate air in the event temperatures rise to over 80 degrees Fahrenheit.
3. **IN ORDER TO AVOID MOLD GROWTH:** It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
 - a. rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
 - b. overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - c. leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - d. washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 - e. leaks from clothes dryer discharge vents (which can put lots of moisture into the air);
 - f. and insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
4. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POUROUS SURFACES** (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
5. **DO NOT CLEAN OR APPLY BICIDES TO:** (1) visible mold on *porous surfaces* such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
6. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract
7. **TERMINATION OF TENANCY.** Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other

persons and/or RESIDENT(S) actions or inactions are causing a condition which is conducive to mold/mildew growth.

Lessee

Lessee

Lessee

Manager

Date

Date

Date

Date

COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Cazabella Apartments
Resident(s): _____
Dwelling No./Address: 720 SW 34th Street Gainesville, FL 32607
Lease Date: _____

(1) GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

- (2) **POOL.** This Community **DOES;** **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.

- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.
- No running or rough activities are allowed in the pool area.
- Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.

IN CASE OF EMERGENCY DIAL 911

- (3) **FITNESS CENTER.** This Community **DOES;** **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
 - Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
 - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
 - Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
 - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

- (4) **PACKAGE RELEASE.** This Community DOES; DOES NOT accept packages on behalf of Residents. Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.
- (5) **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- (6) **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- (7) **Sidewalks and Stairs:** Specifically for ingress and egress only. All personal items of residents must be kept within the apartment. Bicycle racks are provided for residential use. Chairs, toys, barbecue grills, etc. must be inside the dwelling, when not in use and attended to.
- (8) **Noise:** Residents, their children and their guests shall not make or permit any noises, which interfere with the rights, comfort or convenience of other Lessees. Conversations, stereos, radios, televisions, musical instruments or other noise making appliances shall be operated at volume levels as not to disturb neighbors. Children should refrain from running and jumping in the apartment. Violations of neighbor's quiet enjoyment may subject the violating resident to an eviction from the premises and damages resulting from the loss of rent for the lease duration. Automobiles with loud mufflers (or a lack of mufflers) or radios played so they can be heard beyond the confines of vehicle shall be deemed as disturbance of other resident's quiet enjoyment. Children should be instructed by their parents on being considerate (when playing outside) of others; especially with regards to their noise level.
- (9) **Plumbing/ Garbage Disposal:** Resident shall bear the cost of repair should breakdown or stoppage be the result of improper use other than intended. Sanitary napkins, tampons, cigarette butts and grease will stop up plumbing. Animal fats, grease, coarse food, and other non-food items will stop up garbage disposal.
- (10) **Garbage and Trash:** Dumpsters are provided in two (2) locations on this property. All refuse must be placed *within* these dumpsters. Residents cannot leave garbage of any kind outside of their apartment. There will be a \$25.00 removal fee for any trash that has to be removed by management. Furniture removal is the sole responsibility of the residents and dumpsters are not provided for that purpose. Any person dumping furniture inside or around the dumpster areas will automatically forfeit their entire security deposit. It is forbidden to throw trash on or around dumpsters and to throw cigarette butts anywhere on the premises.

Residents are expected to maintain the cleanliness of their patio and immediate vicinity and not to litter.

- (11) **Flammable Materials:** Local health and safety codes and state insurance regulations make it mandatory that no gasoline or other combustible, flammable materials shall be kept in any apartment and under no circumstances shall, gas grills, motorcycles, mini-bikes or other gasoline powered equipment be kept in an apartment or on patio/balcony areas.
- (12) **Children and Guests:** Residents shall be responsible for the conduct of their children and guests. Acts of children or guests in violation of the lease or rules and regulations may be deemed by management to be a breach of contract by resident. Residents will be held liable for damages resulting from their actions and the actions of their children and guests.
- (13) **Patio/balcony:** Areas will be kept clean and neat at all times. No rugs, towels, drying clothes etc., shall be hung or stored on the patio/balcony. Lessees are responsible for keeping their apartment clean to include carpet, appliances, plumbing, fixtures, tile and countertops. Poor housekeeping breeds insects, odors and deteriorates physical components of the property. Management may notify residents of lack of care to the apartment and failure to resolve may result in the contract being deemed to have been breached.
- (14) **Drapes and Shades:** All drapes, shades and other forms of window coverings installed by residents must be lined in white to present a uniform exterior appearance. Cazabella Apartments provides mini-blinds for the bedrooms and vertical blinds for sliding glass doors. Blankets, sheets, towels, aluminum foil, tablecloths, clothing and matting are not acceptable by management as window covering. Night lighting which projects any color, other than white or off-white, to the outside are not acceptable.
- (15) **Lock-outs:** There will be a **\$25.00 lock-out charge for after-hours lock-outs.** It is the responsibility of the resident's that they and their children have keys to their apartment.
- (16) **Damage to property:** Residents shall be liable for any damage to their apartment, the components there in and the other amenities or facilities provided and shall reimburse Cazabella Apartments any cost to repair or replace the damaged property. The resident shall not use shelf paper with adhesive backing on cabinets, as it will take the wood finish off the cabinets or their interiors.
- (17) **Electric:** Running exposed wires or a fixture in violation of electrical codes is prohibited. Management discourages the use of portable heaters within the premises. Small electric appliances, Christmas lights, etc. should be unplugged when residents leave the apartment. All elements on the stove and in the oven should be turned off when left unattended.
- (18) No adhesive hangers except standard picture hooks, shade brackets and curtain rods may be placed on walls, woodwork or any other part of the apartment.
- (19) No chains will be permitted on stair rails or support beams. Bicycle racks are provided for securing residents' bikes.
- (20) No foul language is permitted in areas of common usage.

Lessee

Lessee

Lessee

Manager

Date

Date

Date

Date

FEDERALLY REQUIRED LESSOR DISCLOSURE AGENT STATEMENT AND LEASEE ACKNOWLEDGEMENT OF INFORMATION ON LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention.

LEAD-FREE HOUSING: If the housing has been certified as "lead free" according to 24 C.F.R. Section 35.82 or is not target housing according to 24 C.F.R. Section 35.86, the lead-based paint hazard disclosure requirements do not apply, and therefore, it is not necessary to provide this addendum or a lead-based paint warning pamphlet and lead-based paint disclosure statement to the lessee (resident).

LESSOR'S DISCLOSURE:

Presence of lead-based paint and/or lead-based paint hazards (*check only one box*)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based hazards in the housing
- Known that lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

Records and reports available to lessor (*check only one box*)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*).

_____ **AGENT'S ACKNOWLEDGEMENT** (*Initials*)

If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws.

_____ **LESSEE'S ACKNOWLEDGEMENT** (*Initials*)

Lessee acknowledges the receipt of a copy of a federally approved pamphlet on lead poisoning prevention and all records or reports listed above.

ACCURACY CERTIFICATIONS

The parties named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be the owner himself or herself, an employee, officer or partner of the owner, or a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be the agent himself or herself, or an employee, officer or partner of the agent if such person is authorized to sign for the agent.

Cazabella Apartments
 720 SW 34th Street Gainesville, FL 32607

Lessee Signature	Date
Lessee Signature	Date
Lessee Signature	Date
Manager Signature	Date

BED BUG ADDENDUM

Lessee acknowledges that Lessor has inspected the premises and is aware of no bedbug infestation. Lessee warrants that all furnishings and personal property that will be moved into the premises are free of bedbugs. Lessee agrees to prevent and control possible infestation by adhering to the following responsibilities, and Lessee agrees to the following obligations:

- a. Lessee will always inspect all clothing luggage and personal belongings of theirs or their guests upon re-entering the premises after visiting a hotel, motel, another home, using public transportation, or visiting theaters. Lessee shall also inspect beds, bedding and upholstered furniture on a regular basis for bedbug infestation.
- b. Lessee shall immediately report any problems to Lessor. Even a few bedbugs can rapidly multiply to create a major infestation.
- c. Lessee shall cooperate with pest control efforts. If pest control is needed, Lessee shall prepare the premises for treatment by complying with any recommendations and requests from the pest control specialist prior to professional treatment including, but not limited to, washing of all personal belongings, proper disposal of items that cannot be decontaminated, emptying furniture during treatment, cleaning within the premises and moving furniture to facilitate treatment. Lessee shall do nothing to prevent treatment of the premises or potentially exacerbate the infestation.
- d. If Lessee or Lessee's family members, occupants, guests or invitees are responsible for causing or introducing the bedbugs into the premises, Lessee shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning, pest control fees, and other charges related to treatment and eradication of bed bugs.
- e. Lessee agrees to indemnify and hold Lessor harmless from any actions, claims, losses, damages and expenses including but not limited to attorney's fees that Lessor may incur as a result of the negligence of Lessee or any of Lessee's guests, family, or occupants using the premises.
- f. Lessee acknowledges that Lessor shall not be liable for any loss of personal property to Lessee as a result of an infestation of bedbugs. Lessee agrees to have personal property insurance to cover such losses.

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Manager Signature

Date