



**DARDEN PROPERTY MANAGEMENT, INC.  
JOINT & SEVERAL LEASE**

Date of Lease	Monthly Rent \$ _____, per month  Required Security Deposit \$ _____	Lease Term Beginning Date: _____, at 12 Noon  Ending Date: _____, at 12 Noon  Prorated rent due for partial months of the Lease Term, if any, will be the per diem rent amount calculated by dividing the Total Monthly Rent by the number of days in the partial month and multiplying that per diem by the number of days you occupy the Leased Premises in the partial month.  <input type="checkbox"/> New Lease  <input type="checkbox"/> Renewal
Application Fee <p align="center"><u>\$40</u> (Per Applicant)</p> Pet Fee \$ _____		

Resident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord: Darden Property Management, Inc.  
 Landlord's Address: 1909 Capital Circle NE  
 Tallahassee, FL 32308  
 (850) 906-0800

Leased Premises Address:

\_\_\_\_\_

\_\_\_\_\_

Names and ages of children or other occupants:

\_\_\_\_\_

\_\_\_\_\_

Additional Agreements (if any):

We are pleased to rent the above described Leased Premises to you. This lease is the entire agreement between you and us and may be modified only in writing. As used in this lease, "you" or "your" means the resident(s) (tenants) whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us," means the Landlord. "Rental Unit" or "unit" means the apartment or home. "Premises" means the entire living area leased including the yard and associated common areas and facilities, if any. 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. **BY EXECUTION OF THIS LEASE YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL PROVISIONS CONTAINED IN IT.** This lease is executed by the Resident and the Landlord on the date set forth above as "Date of Lease".

**PLEASE READ THE ENTIRE LEASE BEFORE SIGNING.**

RESIDENT(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LANDLORD, AGENT FOR OWNER:

\_\_\_\_\_

*(Print Name)* \_\_\_\_\_

1. **DESCRIPTION OF LEASED PREMISES:** Landlord leases to Resident and Resident leases from Landlord the leased premises described above. If "To Be Assigned" is designated, you understand and agree that we will assign and write in the specific rental unit number on or before the move-in date.
2. **RELEASE:** In consideration of our leasing to you under these terms, you, for yourself and your personal representatives, heirs, and assigns, do hereby release, waive, discharge, and agree to indemnify and hold harmless Landlord, its officers, directors, shareholders, agents, principals (the owners of the leased premises), and employees and their heirs, administrators, and assigns, all referred to as releasees, for and from any and all liability to you, your personal representatives, heirs and assigns for any and all loss, injury or damage on account of injury to the person or property or resulting in death, whether caused by the negligence of releasees or otherwise. Further, you for yourself, your heirs, executors, administrators, and assigns, do hereby release and forever discharge releasees, their heirs, administrators, and executors from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from the acts or omissions of your co-residents, if any. You agree that 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 the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. From time to time we may take pictures of the property and our residents for marketing purposes; you agree in advance that we may use your picture in our marketing materials without need of obtaining a release or authorization from you.
3. **APPLICATION:** If any information given by you in your application is false or incorrect, we may, at our option, terminate this lease. You agree to notify us promptly in writing of any change in the information provided to us in your application. **All tenants and guarantors must have a working email address and provide it to Darden in order to receive notifications regarding your account or other correspondence during your tenancy. If your primary email address changes during tenancy, you agree to provide the new address to Darden within three (3) business days.**
4. **GUARANTEE OF LEASE:** If a Sponsor's Guaranty, such as a Parental Guaranty, is required as provided for in your application, the guaranty constitutes an essential inducement for the granting of this lease by us and we reserve the right to cancel this lease in the event such guaranty is not fully executed, notarized, and returned to us. Execution of the continuing guaranty constitutes additional assurance to us of the performance of the covenants of this lease and shall not be construed as a release of your responsibilities and obligations hereunder.
5. **POSSESSION:** If we are unable to deliver possession of the leased premises at the commencement of the lease term, we will not be liable for any damage, injury or loss caused thereby nor will this agreement be void or voidable but, you will not be liable for any rent until possession is available to you. You may terminate this lease if possession is not available within thirty (30) days of commencement of the lease term. In such event your security deposit will be returned to you. Utilities are required to be turned on the first day of the lease and maintained continuously throughout the lease term.
6. **RENOVATION:** If the Landlord commences major renovation within the building that this unit is located in, we may, at our option require you to move to a comparable unit within this apartment community or terminate your lease with a sixty day written notice.
7. **SECURITY DEPOSIT:**
  - A. Before you may occupy the unit, you must pay us the required security deposit listed at the beginning of this lease. 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 us in the same clean and rentable condition as you received it, ordinary wear excepted.
  - B. In addition to your security deposit you may be required to pay the non-refundable Hassle Free Move Out Fee listed at the beginning of this lease to cover the costs of normal housekeeping, carpet cleaning and touch up painting when you vacate the premises. You understand that the Hassle Free Move Out Fee will only cover normal cleaning and touch up painting and that you will be charged additional sums for removal of personal belongings and rubbish or extra cleaning or painting required because of the condition of the premises. If you are not required to pay a Hassle Free Move Out Fee and/or you do not pay the full amount, when you vacate the premises, you must clean the entire premises, remove all debris, rubbish, etc. from the premises, and have the carpet professionally steam cleaned (paid receipt within 5 days prior to move-out is required).
  - C. Upon the completion of this lease we will return the security deposit actually paid to the Resident first signed above (Unless written instructions to the contrary signed by all residents are delivered to us. You agree that we may rely on the validity of the signatures without need of inquiry.) after the leased premises has been vacated, provided you have: 1) Complied with the terms and conditions of this lease; 2) Surrendered the Premises and turned over the keys to us on the termination date; 3) Not damaged the premises or furnishings beyond ordinary wear; 4) Complied with ¶ 8.B above; and 5) 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.
  - D. If the first rent payment due prior to the lease term beginning date is not received by us on or before the lease term beginning date, we may, at our option, cancel this lease and make the leased premises available for rental to other prospective residents. If you do not complete the original term or the term of any renewal of this lease or pay the first rent payment by the lease term beginning date, you agree that we may, at our sole and exclusive option, keep your security deposit as a liquidated damages for our re-rental expenses. Additionally, you agree to pay for any actual physical damage to the leased premises and furnishings on the premises and for rent until the leased premises is re-let or the term of the lease expires, whichever occurs first.
  - E. Your security deposit will be held as described in Paragraph 1 below.
    1. Your security deposit will be deposited in a separate non-interest bearing account with the Superior Bank, 2721 Capital Circle NE, Tallahassee, Florida 32308
  - F. Florida Statute 83.49(3) provides:

"(a) Upon the vacating of the premises for termination of the lease, the Landlord shall have thirty (30) days to return said security deposit, together with interest, if otherwise required, or in which to give the Resident written notice by certified mail of his intention to impose a claim thereon, at the resident's last known mailing address. 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. Your objection must be sent to: (landlord's address). If the Landlord fails to give the required notice within the thirty (30) day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within fifteen (15) days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and remit the balance of the deposit to the tenant 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 his right to the security deposit, the prevailing party is entitled to receive his court costs, plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes."
8. **RENT:** Your rent is based on the options you choose and is due at the Landlord's address in advance on or before the 1<sup>st</sup> day of each month. In the event that any dollar amounts inserted into this agreement conflict with the then currently published rental rates for the rental unit you occupy, the published rental rates will prevail. Rent shall be non-apportionable. Rent must be paid via one check or money order per rental unit. Time is of the essence. If the rent is received after the 5th day of the month, a late charge of \$35 will be due, plus an additional charge of \$5 per day for each day thereafter, all to be deemed additional rent. We reserve the right to refuse any payment offered more than three days after you have been served with demand for rent or possession as provided for in Florida Statutes. After the 5th day of the month only cashier's checks or money orders will be accepted. If your check is dishonored by your bank, you must pay us a service charge of \$25, or 5% of the face amount of the check whichever is greater, plus any accrued late charge, all of which will be deemed additional rent. If your rent checks are dishonored more than once, you must pay future rent by cashier's check or money order. 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, except for the utility

deposit, shall be deemed rent under this lease. Rent may not be offset by the non-availability of the swimming pool or other amenities, if any.

9. **OCCUPANCY:** Only those persons whose signatures appear on this lease and their dependents listed above, if any, may occupy the leased premises. **Guests may not stay for more than three days without our prior written consent.** 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. The maximum occupancy is established at two persons per bedroom. A person is defined as anyone over the age of 6 months.
10. **UTILITIES:** We will not furnish utilities for the unit and you and the other Residents must agree among yourselves how utilities and other costs will be shared and paid. Additionally, you will be responsible for obtaining all utilities and services, including, but not limited to, electricity, gas, water, sewer, trash removal and stormwater service. You may not occupy the leased premises without providing for electric, water and sewer, and stormwater service. Upon move out, if there are any measures that need to be taken to make the unit move in ready, outside of normal wear and tear, you will be charged a \$50.00 connection fee (equal to connection fee and approximately one day's worth of service). If damage is excessively unsanitary or damaged; and it takes more than one working day to complete the service, you will be charged an additional fee accordingly.
11. **LAWN CARE:** Unless this service is provided by the Landlord, you must arrange for the proper lawn care of the premises and you will be responsible for the care and condition of all lawn and landscaping. Any damage to the lawn and landscaping caused by your improper or negligent maintenance will be corrected, repaired, or replaced at your expense. If, during the term of this lease, we determine that the lawn and landscaping are not being properly maintained, we have the right, with a thirty (30) day written notice to you, to hire a professional landscape maintenance company to take over the responsibility of lawn and landscape maintenance at your expense.
12. **PEST CONTROL:** Unless this service is provided by the Landlord, you must arrange for the proper pest control of the premises and you, or a pest control vendor of your choice and expense, will be responsible for the control of insects and other pests. Any damage to the premises or special treatment required due to your improper or negligent pest control will be corrected, repaired, or replaced at your expense. If, during the term of this lease, we determine that the pest control is not being properly maintained, we have the right, with a thirty (30) day written notice to you, to hire a professional pest control company to take over the responsibility of pest control at your expense.
13. **SUBLETTING/EARLY TERMINATION:** You may not assign this lease or sublet any portion of the leased premises without our written consent. We may allow you to terminate 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, Parental/Sponsors Guaranty (if required), and a signed Lease Agreement with a term from the date of your early termination through the end of the original lease term. The replacement Resident must be approved by us, using the same guidelines as used when you were approved. You or the replacement Resident must pay a new Application Fee, Hassle-Free Move-Out Fee, Utility Deposit (if any), and Required Security Deposit. If we do consent to subletting or early termination, you agree to pay us an administrative fee of \$300.00
14. **TRANSFERS:** We may, at our option, allow you to transfer to another bedroom in this unit or in another unit; however, if the bedroom that you are transferring to is subject to a lease, you must get the permission of that resident and you will be responsible for the rent for both bedrooms until you find a replacement resident for the bedroom that you are vacating as described in ¶17 above. In addition, you must pay a Hassle-Free Move-Out Fee, Utility Deposit, and Required Security Deposit for the new bedroom. If we do consent to a transfer, you agree to pay us an administrative fee of \$150; however this fee will be waived if the transfer occurs within thirty (30) days of the Lease Term Beginning Date.
15. **PETS:** Except for animals assisting disabled or impaired persons, no pets may be kept in or on the premises without our written consent and payment of a \$200 non-refundable pet fee. For animals allowed by this paragraph, you agree to execute a separate pet agreement in such form as we require. In the event you keep a pet on the premises without our permission then you agree to pay a pet fine of \$200 plus \$10 for each day the pet is in or about the premises. Further, you agree to pay for any and all damages or injury caused by the pet. All sums due shall be deemed additional rent.
16. **RIGHT TO ENTER:** You agree that we or our representatives may enter the leased premises at reasonable times upon reasonable notice in order to inspect the leased premises, conduct pest control procedures, deliver notices, make necessary or agreed repairs, decorations, alterations or improvements or to supply agreed services. We may enter the leased premises at any time for the protection or preservation of the leased premises and surrounding property. A maintenance or management request by you or co-resident of the unit shall constitute permission for us to enter the unit. You also agree to permit us or our agents or employees, upon scheduled appointments, to enter the leased premises for the purpose of displaying the same to prospective or actual tenants, purchasers, mortgagees, workmen or contractors.
17. **INSPECTION; CONDITION OF PREMISES; REPAIR AND MAINTENANCE:** You acknowledge receipt of a "Resident's Certificate Of Inspection" which has been provided to you by us. 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 on the "Resident's Certificate Of Inspection"; and to return it to us. **THE PREMISES WILL BE CONCLUSIVELY PRESUMED TO BE IN PERFECT CONDITION IF YOU FAIL TO RETURN THE "RESIDENT'S CERTIFICATE OF INSPECTION" TO US WITHIN 24 HOURS OF RECEIPT OF THE KEYS. NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF IT IS NOT NOTED ON THE "RESIDENT'S CERTIFICATE OF INSPECTION" RETURNED TO US WITHIN THE TIME PROVIDED ABOVE AND ACCEPTED BY OUR AUTHORIZED REPRESENTATIVE BY SIGNATURE ON THE SPACE PROVIDED ON THE "RESIDENT'S CERTIFICATE OF INSPECTION". NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF YOU HAVE MOVED YOUR PERSONAL PROPERTY INTO THE PREMISES PRIOR TO RETURNING THE "RESIDENT'S CERTIFICATE OF INSPECTION" TO US AND ALLOWING US TO INSPECT THE CLAIMED DAMAGE.** You are responsible for the removal of trash and garbage from your rental unit to the appropriate collection point and for maintaining the premises in a clean and sanitary condition. You are also responsible for the removal of any trash and/or debris that accumulates in front of or in back of your rental unit; failure to do so may result in a trash removal charge of \$75. Any subsequent violations will result in an additional \$100.00 charge PER infraction. Any vehicle parked in any area other than a designated area (i.e. driveway) is subject to towing at any time and without prior warning. Vehicles parked in unauthorized areas, and which damage the grounds of the property will be subject to charges in accordance with cost to repair/replace damaged sod or lawn. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. If you are locked out of your rental unit during office hours, you may visit our office for a replacement key; if you are locked out of your rental unit after office hours you will need to contact a local locksmith for entry. When you move in, we will furnish light bulbs of prescribed wattage for the lighting fixtures; thereafter, light bulbs must be replaced at your expense. 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. 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. Normal maintenance requests should be submitted to our office during office hours. For emergency maintenance occurring after office hours, including no heat, no water, plumbing repairs involving running water of a flooding nature, commode stoppages (where there is only one commode in the rental unit), sewer backups, and electrical power outages caused by the electrical system of the rental unit (not interruption by the utility service provider) the directions for emergency maintenance obtained from our office telephone number should be followed; however, 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. Any damage to the rental unit or 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. All Residents will be held liable jointly and severally for any damages to the premises and its furnishings, fixtures, walls, ceilings, floors, and doors. You are responsible for any damages to the interior or exterior (exterior is defined as all windows, screens, light fixtures, siding located on the rental unit, and the lawn and landscaping) of the premises whether caused by negligence on your part, of your co-resident(s), guests, or invitees, or as a result of vandalism, burglaries, or criminal mischief, by known or unknown persons. Since you are liable in these cases, we strongly recommend that you purchase renters insurance to protect yourself. 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, your or your co-resident's abuse or careless use. Service calls for clogged toilets will be charged to you as additional rent if the clog was caused by misuse including flushing tampons and other sanitary napkins.

YOU AGREE TO BE JOINTLY AND SEVERALLY LIABLE FOR, AND TO PAY ALL COSTS AND EXPENSES FOR, DAMAGES INCLUDING, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHINGS OR FIXTURES, AND ANY DEFACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS AND DOORS REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY YOU, CO-RESIDENTS, GUESTS, OR TRESPASSERS. ACCORDINGLY, YOU MUST EXERCISE RESPONSIBILITY TO SEE THAT THE ENTIRE RENTAL UNIT AND PREMISES ARE MAINTAINED IN GOOD ORDER AND REPAIR. YOU AGREE TO IMMEDIATELY REPORT TO US AND THE LOCAL LAW ENFORCEMENT AUTHORITY ANY ACTS OF VANDALISM TO THE PREMISES. YOU AGREE TO PROMPTLY REPORT TO US ANY REPAIRS WHICH NEED TO BE MADE TO THE PREMISES OR COMMON AREA.

18. **ALTERATIONS:** You may not make alterations or additions 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.
19. **FIRE AND CASUALTY:** 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 untenable 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 us, in which event the rent due hereunder shall cease 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. In the event of fire or other casualty, you agree to notify us immediately.
20. **INSURANCE:** You are responsible for obtaining your own property, casualty, and liability insurance. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** We will not be liable for any damage to your 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 us harmless from and indemnify us for any claims, demands, suits, or judgments arising out of damage to the same, including subrogation claims by your insurance carrier.
21. **SECURITY:** You understand that no personnel or mechanical or electronic devices such as locks, fences, lighting, alarm systems or access gates can be relied upon to work at all times. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. We are not aware of any need for additional security and have no obligation under this lease to provide further security. You agree to look solely to the public law enforcement for this service. You agree that we will not be liable for failure to provide security services to protect you, your family, your guests or others, or your property from the criminal or wrongful acts of others. You agree that you have inspected the premises and believe them to be safe. If at any time during your tenancy you determine that the premises have become unsafe, you agree to notify us in writing immediately. If from time to time we provide any security services, those services are only for the protection of our property and shall not constitute a waiver of, or in any manner modify, the release included herein or this disclaimer.
22. **ALARM SYSTEMS:** The rental unit may be equipped with non-monitored interior alarm systems and/or we may allow you to contract directly with a company licensed and in business to provide alarms and/or monitoring in your apartment; however, you must get our prior written consent and the alarm must be installed, if applicable, in such a way so that it can be removed at the expiration of your lease without causing permanent damage or expense to our property. Any alarms installed after you have received our written consent will remain a part of the leased premises, unless we specifically agree otherwise. You agree to reimburse us for any charges we incur in connection with false alarms at your rental unit.
23. **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; or left at the leased premises in your absence. Any notice from you to us shall be deemed delivered when mailed, addressed to our office, certified mail, return receipt requested, or personally delivered to our office staff during normal business hours. You agree to conduct yourself in a courteous and professional manner while interacting with the management staff. In the event you do not conduct yourself in a courteous and professional manner, the management staff may notify you that all future interactions must be conducted in writing and you will be forbidden to visit the management office.
24. **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.
25. **DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, 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 an occupant of the leased premises engage 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 my 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.
26. **RENEWAL:** You have no right to renew this lease. We may, at our option, offer you a window of opportunity to renew.
27. **TERMINATION:** Upon termination of this lease, you agree to vacate the premises. 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.
28. **SALE OF LEASED PREMISES.** Any sale of the leased premises shall not affect your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the leased premises will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. Should the leased premises be sold, we have the right to terminate this lease by giving you a sixty (60) day notice.
29. **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."
30. **LEAD PAINT:** If the leased premises was 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.

- 31. 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. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

**A. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

1. 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.
2. 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.
3. 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.
5. Promptly notify us in writing about any signs of water leaks, water infiltration or mold.

**B. 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:

- rainwater leaking from roofs, windows, doors and out-side walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking or beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**C. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS 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.** 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. **DO NOT CLEAN OR APPLY BIOCIDES 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.

Complying with this section of your lease 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 section, please contact us at the management office. **If you fail to comply with this section, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. 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 section contains important information for you, and responsibilities for both you and us.**

- 32. CITY OF TALLAHASSEE ORDINANCE NO. 00-O-54AA:** The City of Tallahassee has adopted a Rooming House Ordinance that does not allow single family or two family dwellings located in certain zoning classifications to be rented to or occupied by four (4) or more natural persons unrelated by blood, marriage or legal adoption to the owner or operator of the house unless the Owner has registered the property as a nonconforming use. If this property has been rented to four (4) or more natural persons unrelated by blood, marriage or legal adoption to the owner or operator of the house and it is later determined that this property cannot be rented to or occupied by four (4) or more natural persons unrelated by blood, marriage or legal adoption to the owner or operator of the house due to this ordinance, you agree that we may, at our option, cancel this lease with a thirty (30) day written notice. If this property is registered as a nonconforming use and you or your guests or invitees cause criminal or civil citations to be issued at or for the premises you agree that we may, at our option, cancel this lease with a thirty (30) day written notice.
- 33. MAIL SERVICE:** If this apartment community is determined to be subject to Single Point Drop Delivery by the United States Postal Service, you understand and agree to have your mail delivered by management employees. You understand that we do not want to deliver mail and that we are only delivering the mail because the USPS refuses to provide final mail delivery service. You understand that our employees are not trained in the delivery of mail by the United States Postal Service and you agree to indemnify us and hold us harmless from any claims arising from the delivery of mail by our employees. If mail is delivered by us, it may not be delivered on every day that delivery would have been provided by the USPS. We do not provide the forwarding of mail when you move out, you must request that your mailing address be changed by those addressing mail to you.
- 34. PERSONAL PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.
- 35. RULES AND REGULATIONS:** You agree to be bound by such reasonable rules and regulations, not contrary to this Lease, as shall be adopted from time to time by us. You acknowledge that it is your responsibility to advise your guests and invitees of these rules and regulations and that you are responsible for making sure that they comply with them. You agree to abide by the rules regulating the use of the swimming pool(s) and other amenities, if any, provided or to be provided. You agree to conduct yourself and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

## RULES & REGULATIONS

In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

### 1. Parking and Towing.

- Only passenger cars may be parked on the premises. No other vehicles (including motorcycles, trucks, boats, and boat trailers, campers, travel trailers, and motor homes,) may be parked on the premises without our prior written consent.
- All Resident's vehicles may be required to have a parking sticker provided by us permanently affixed to the lower, front, driver's side area of the windshield. Visitors may be required to park only in parking spaces marked for visitors. Vehicles without parking stickers are assumed to be visitors and may be required to park in parking spaces marked for visitors. You agree to remove and return your parking sticker to us at the expiration of your lease.
- All vehicles must be currently registered; in street operating condition; and must be parked only in the spaces provided for parking. No major repairs may be made to a vehicle on the premises.
- No vehicle may be parked in front of dumpsters, fire hydrants, so as to block other vehicles, on the grass, on curbs or outside the boundaries of a single designated parking space, or in entrances or exits.
- No more than one vehicle is allowed for each adult resident without our written consent.

Any violations of the foregoing rules will subject the vehicle to being towed without notice at the vehicle owner's expense. We are not liable for any damages arising as a result of towing. You agree to indemnify and hold us harmless from any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately; and you acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles, and you further agree to determine in each case that they have complied with the rules. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. **RESIDENTS ARE NOT PERMITTED TO LEASE OR OFFER SPACES ON THE PROPERTY FOR COLLEGE GAMES OR ANY OTHER EVENTS UNLESS APPROVED IN WRITING. ALL UNAUTHORIZED VEHICLES FALLING UNDER THIS CLAUSE WILL BE SUBJECT TO TOWING AND WITHOUT PRIOR WARNING.**(please review clause 17 for further information regarding parking)

### 2. Solicitation by you or others is not allowed on the premises.

### 3. No awnings, or other projections, including air conditioners, television, or radio antennas or wiring may be attached to or extend from the outside of any rental unit or building except by us.

### 4. Locks may not be altered nor may new locks, knockers, other door or window attachments be installed without our prior written consent unless there is an emergency situation. If an emergency situation arises, reasonable measures should be taken by you to secure yourself and your rental unit. However, any alterations must be returned to original condition as soon as the emergency situation passes at your expense, unless we specifically agree otherwise.

### 5. No noise, music or other sounds, or conduct, is permitted at any time in such manner as to disturb or annoy other persons.

### 6. No spikes, adhesives, screws, hooks, or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces of the unit, without our prior written consent.

### 7. No water filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

### 8. Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your rental unit. You cannot use foil or other unsightly materials to cover the windows.

### 9. No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises.

### 10. Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas.

### 11. Entrances, hallways, walks, lawns may not be used for storage or for any other purpose other than ingress or egress.

### 12. Use of any recreation area or other facility, if any, including the pool, exercise room, and computer room is restricted to you and your guests. Only two guests are allowed at any one time and they must either be accompanied by you or you must get our prior written consent for their use of the facilities. All posted rules and regulations regarding any recreation area and other facility must be followed.

### 13. Balcony, patio, or common areas must be kept neat and clean at all times in broom swept condition. No rugs, towels, laundry, clothing or other items should be stored, hung or draped on railings or other portions of the buildings. Barbecue grills and similar equipment shall not be used on balconies, terraces, roofs, porches, or catwalks of any building of more than one story. They shall be used only outside and at a safe distance which shall be no less than 10 feet, from the nearest building.

### 14. Parties and Gatherings. All parties and/or gatherings must be contained within the host's rental unit. Guests are limited to no more than 12 per rental unit (or the maximum number allowed by applicable laws, ordinances or codes) and no more than 3 vehicles. Noise levels must be maintained at a level that does not interfere with the quiet enjoyment of a neighbor.

### 15. Drug/Criminal Activity.

- No Resident, guest or other person allowed on the premises by Resident shall engage in criminal activity, including drug-related criminal activity, on or near the premises. "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 any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
- Resident will not permit the rental unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is another Resident or a guest.
- 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.

### 16. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than a single serve container. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

### 17. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community.