

Green Cay Village Homeowner Lease Agreement

Date: _____

Between _____, hereinafter referred to as "Landlord or Lessor"; and _____, hereinafter referred to as "Resident or Lessee".

RESIDENTS: hereinafter referred to as "Resident or Lessee".

Name	Date of Birth	Social Security Number

With the following people as occupants:

Name	Date of Birth	Social Security Number

Occupancy Limits – Per county code Section 404.3, the maximum number of people of all ages that can reside in a unit is as shown in the table below.

Townhome Models	Maximum	Condo Models	Maximum
Islander	5 People	Royal Poinciana	4 People
Villager	7 People	Laurel Oak	4 People
		Grand Cypress	7 People

Resident Phone Number(s): _____

ADDRESS: _____
 Boynton Beach, Florida 33437

TOTAL MONTHLY RENT: \$ _____

LEASE TERM: Begins: _____ and Ends: _____

MOVE IN DATE: _____ PRORATED RENT: \$ _____

LATE FEE: \$ _____ PREMISES SECURITY DEPOSIT AMOUNT: \$ _____

PET SECURITY DEPOSIT AMOUNT: \$ _____ NON-REFUNDABLE PET FEE: \$ _____
 (The pet security deposit shall be considered part of the premises deposit)

SPECIAL PROVISIONS AND/OR CONCESSIONS:

Initials: _____

THIS Residential Lease Agreement was made and entered into on the date set forth hereinabove, by and between the parties, stated above, with Residents listed jointly and severally if more than one;

1. **DEMISE.** In exchange for valuable consideration including, without limitation, the promise by Resident to pay landlord the rental payments set forth herein, and the performance by Resident of all other terms, conditions and covenants contained in this residential lease agreement as well as any addenda hereto (any and all such addenda are incorporated herein by reference and made a part hereof) Landlord agrees to lease to Resident and Resident agrees to lease from Landlord the Apartment at the address described above.

2. **TERM.** The term of this Lease shall be for the period set forth above. In the event that the subject demised premises is not available to Resident for occupancy on the commencement date of this Lease as aforesaid due to construction delays or the failure of a prior resident to timely vacate the premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Resident for any damages arising from same, and this lease shall remain in full force and effect. In such event, however, the Resident shall not be responsible for paying rent to Landlord on a prorated basis for those days during the first calendar month of occupancy that the subject demised premises was not available for occupancy by Resident. Upon the failure of Landlord to deliver possession to Resident within ten (10) days after written demand by Resident, Resident may declare this Agreement null and void and of no force or effect from its inception and Landlord shall refund to Resident any security deposit and/or other amounts paid Landlord by Resident in conjunction with this Lease Agreement only.

3. **RENT.** The Resident agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month thereafter, by personal check, money order or cashier's check, the monthly rental amount set forth hereinabove. It is agreed that at no time shall cash be accepted by Landlord for payment of rent. For purposes of this Lease Agreement it shall be irrefutably presumed that Resident has not paid rent unless Resident can produce a canceled check or money order purporting to prove rent has been paid to Landlord. If this Lease commences on a date other than the first day of the month, the Resident shall be responsible for paying Landlord a prorated amount of said rent based upon the actual number of days in the first month of the tenancy that Resident occupied the Apartment. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in paragraph four (4) of this Agreement shall be deemed as additional rent for the purposes of this Agreement. If Resident will be absent from the premises for more than fourteen days, Resident must notify Landlord in writing.

4. LATE PAYMENT AND RETURNED CHECKS AND CHARGES:

- A. A Seventy-five and no/100 Dollars (\$75.00) sum will be due as a late fee for rent received after the third (3rd) day of the month and an additional Five and no/100 Dollars everyday thereafter.
- B. Seventy-five and no/100 Dollars (\$75.00) will be due for each dishonored check. Late fees will also be applied if rent is paid with a dishonored check.
- C. Landlord reserves the right to require all payments received after the due date to be made by money order, cashier's check or certified check.
- D. Resident agrees that any check dishonored by the bank shall be redeemed from Landlord by Resident in full, including all charges as aforesaid, by cashier's check, money order or certified check within twenty-four (24) hours of delivery of written demand by Landlord therefor. Any dishonored check, which is returned and/or redeemed after the date rent is due under this lease, shall be deemed delinquent and such rental payment shall be subject to the late fee and penalties set forth herein. In addition, Resident shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check.
- E. In the event one check is dishonored, Resident agrees to pay all future rent and other charges by cashier's check, certified check, or money order. Landlord shall not accept personal checks thereafter.
- F. All such charges set forth in the preceding sections of this paragraph four (4) shall be deemed additional rent for purposes of this lease agreement and Landlord shall be required to give Resident statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three-day notice period for nonpayment of rent.
- G. Landlord reserves the right, at his sole discretion, to terminate the lease after 3 consecutive or nonconsecutive late payments are made.

5. **SECURITY DEPOSIT.** Resident agrees to pay to the Landlord at the time Resident applies for the Apartment, a security deposit, the amount of which is set forth hereinabove, for Resident's fulfillment of the terms and conditions of this Agreement. The deposit will be returned to Resident within thirty (30) days after the Apartment is vacated if the following terms and conditions have been fulfilled:

- A. Complete vacation of the entire premises by Resident on or before the date specified in the required written 60 day notice of cancellation of Resident's Lease from Resident to Landlord, list of damages and defects as set out in Resident's Lease.
- B. Expiration of the term of the Lease, or termination of the Lease in accordance with the express provisions thereof.
- C. Payment by Resident of all rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease, or up to and including the final day of the 60-day notice period whichever is longer.
- D. Thorough cleaning of the premises, including, but not limited to, all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, patios/balconies, etc., so as to be in the

Initials: _____

same condition as same were in on the commencement date of the term of the Lease, normal wear and tear excepted.

- E. An absence of defect in or damage to the premises, whether caused by Resident, pets, or otherwise, unless included on the written list of damages and defects as set out in Resident's Lease.
- F. Observance and performance by Resident of all of the other covenants and obligations of Resident under the Lease, from the date of commencement of the Lease up to and including the date of expiration or termination of the term of this Lease, or up to and including the final day of the Lease, or up to and including the final day of the 60-day notice period, whichever is longer.
- G. Observance and performance by Resident of all rules and regulations pertaining to Resident under the Lease, including without limitation, those rules and regulations pertaining to pets.
- H. **PROVISION BY RESIDENT (S) TO LANDLORD R OF SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO THE DATE OF EXPIRATION OF TERMINATION OF THE TERM OF THE LEASE.** Failure to provide a full sixty-days notice of intent to vacate shall result in the Resident being charged for the balance of the notice period an amount based on the daily pro-rata rental amount, such amount not to exceed one month's rent. Such charge shall be considered liquidated damages under this lease agreement.
- I. Provision by Resident to Landlord in writing of Resident's forwarding address. The deposit may be applied by Landlord to satisfy all or part of Resident's obligations hereunder and such application shall not prevent Landlord from claiming damages in excess of the deposit. It is hereby expressly understood that no part of the security deposit is to be construed as a prepayment of rent by Resident. Landlord shall hold the security deposit given by Resident to Landlord pursuant to this paragraph in a non-interest bearing account as described hereinabove. Resident hereby acknowledges that Resident has been made aware of and has received the following described copy of Florida Statutes section 83.49(3). Said Florida Statute reads as follows:

- (a.) "Upon the vacating of the premises for termination of the lease, the landlord shall have thirty (30) days to return the security deposit together with interest if otherwise required, or in which to give the Resident written notice by certified mail to the Resident's last known mailing address of his 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 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 30 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (Landlord's address). If the Landlord fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.
- (b.) Unless the Resident objects to the imposition of the Landlord's claim or the amount thereof within 30 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 shall remit the balance of the deposit to the Resident 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".

6. ZERO TOLERANCE

Any arrestable offense will not be tolerated, and is considered a material non-compliance of your lease agreement. Fighting of any kind is an arrestable offense. Gang related activity is an arrestable offense. Illegal drug use or the possession of illegal drugs is an arrestable offense. Violation of any of the following provisions is a material and irreparable violation of the lease and good cause for immediate termination of tenancy: gang related activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident's control; drug related criminal activity engaged in, on, or near the premises by any resident, household member or guest, and any such activity engaged in at Green Cay Village by any other person under the resident's control; determination made by the Landlord that a household member is illegally using a drug; determination made by the landlord that a pattern of illegal use of a drug or abuse of alcohol interferes or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

7. FAILURE TO COMPLY. Resident agrees that the Resident shall be responsible to Landlord for the rent accruing hereafter even if Resident fails to occupy the subject demised premises. Resident further acknowledges that Resident consents to the application of the security deposit by Landlord in the event that Resident does not occupy the Apartment, to cover Landlord's costs in preparing the Apartment for rental and re-renting the Apartment, together with any and all damages for unpaid rent accruing from the commencement date of this Lease up through the date that Landlord is able to relet the property, provided, however, that reletting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

8. CONDITION OF THE APARTMENT UPON MOVE-IN. The Resident agrees that prior to Resident taking

Initials: _____

possession of the subject demised premises, Resident shall make an initial walk through of the Apartment with an agent of Landlord and at such time the Resident and the Landlord shall so note on a move-in report any and all problems or deficiencies in the Apartment that the Landlord shall be reasonably required to repair. The Resident agrees that other than those items set forth on the move-in report, the Resident shall accept the Apartment as is. Reasonable repairs for purposes of this paragraph shall be those repairs that are required in order to render the Apartment habitable. The Landlord shall make all such repairs with reasonable promptness after said move-in report is executed.

9. **MONTH TO MONTH.** Resident or Landlord agree that month to month residency is not allowed. Thus, month to month tenancy shall not be allowed at the premises but rather the resident shall be considered a holdover tenant at the expiration of the lease term unless application is pending at time of expiration of the lease term.

10. **SUBLET.** Resident may not sublet the Apartment or assign this Lease without the prior written consent of Landlord. In the event Landlord allows subletting or an assignment of Resident's rights and interest hereunder, Resident shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this residential lease agreement, including, but not limited to, the payment of rent.

11. **UTILITIES.** Landlord shall furnish, as part of the Lease Agreement, the following utilities only: Garbage removal. If the cost to Landlord of providing any of said utilities increases for any reason during the term of this Agreement, Resident shall pay as additional rent its share of such increase allocable to the Apartment commencing thirty (30) days after delivery to Resident by Landlord of written notice for same. Under no circumstances shall Landlord be responsible to Resident for any interruption in furnishing services. The Resident is responsible for changing the electricity and the water utilities into Resident's name prior to move-in as they are not included in the rent. If such is not completed, the Resident authorizes the landlord to chargeback any charges paid by owner to resident.

12. **PROPERTY LOSS.** Landlord shall not be liable for any damages or losses to person or property caused by persons other than Landlord. Landlord shall not be liable for personal injury or damage or loss to Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. **We strongly recommend that Resident secure insurance to protect Resident and Resident's property.** Landlord's property insurance does not cover risk of loss to any of Resident's property. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of Landlord under this Agreement, such employee(s) shall be deemed as agent(s) of Resident regardless of whether or not payment is made by Resident for such service. Resident agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.

13. **RIGHT TO ACCESS.** Landlord shall have the right to enter the Apartment at any reasonable time, without notice for inspection, maintenance and pest control. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property. Landlord's right to enter the Premises shall be governed by the provisions of Section 83.53, Florida Statutes, it being understood that hurricanes or severe storm warnings shall constitute an emergency under such Section. Or any other time necessary to inspect for preventive damage to other condominiums or existing unit with proper notice. In addition, Landlord shall have the right to show the Property to prospective Buyer's upon reasonable notice to Tenant.

14. **USE/OCCUPANCY.** The Apartment shall be used for residential purposes only and shall be occupied only by the person(s) named on this lease. Resident agrees not to permit any person(s) not listed on the lease to occupy the Apartment more than fourteen (14) days and nights during the full term of the lease. Resident agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not to conduct or initiate activities, which would increase the rate of insurance on the premises.

15. **INDEMNIFICATION.** Resident agrees to reimburse Landlord promptly for the cost to Landlord for property damage to the Apartment and the common areas of the Community, including, without limitation, the cost of repairs or service (including plumbing trouble) caused by Resident's negligence, intentional acts and/or improper use by Resident, occupants, guests or invitees. Resident shall be responsible for any such damage resulting from windows or doors left open. Payment of all amount due Landlord under this provision or the agreement is due and payable within five (5) days of delivery of written notice to Resident. All amounts due hereunder are deemed additional rent.

16. **MAINTENANCE.** Resident agrees to make maintenance checks at proper intervals on smoke alarms located in the Apartment and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Resident does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Resident shall maintain the Apartment, including the fixtures therein, in a clean, sightly and sanitary condition. Resident shall not, without the consent of Landlord, alter, remodel or otherwise change the appearance and/or structure of the Apartment, building or grounds.

17. **EARLY LEASE TERMINATION.** In the event Resident desires to terminate the Lease before the natural expiration date of the Lease, Resident may cancel this Lease contract and receive full refund of the security deposit provided that all of the conditions below are fully satisfied to Landlord's personal satisfaction.

A. Written notice of termination must be received by Landlord not later than sixty (60) days prior to the

Initials: _____

proposed termination date. Rent must be paid through the termination date. Failure to provide a full sixty-days notice of intent to vacate shall result in the Resident being charged for the balance of the notice period an amount based on the daily pro-rata rental amount, such amount not to exceed one month's rent. Such charge shall be considered liquidated damages under this lease agreement.

- B. A termination fee equal to one month's rent must be tendered to Landlord simultaneously with the notice of termination.
- C. All monies due the Landlord and all amounts to accrue up through the termination date, including rent, must be paid in full at the time of giving notice.
- D. Upon vacating the apartment the apartment must be left in its original condition, with normal wear and tear accepted.
- E. Lease is subject to termination by Landlord in the event of the sale of the leased premises. It is expressly agreed that Landlord, at its option, may terminate this Lease upon 60 days prior written notice to Tenant in the event of the sale of the unit. Resident may receive full refund of the security deposit provided that the apartment is left in its original condition, with normal wear and tear accepted.

18. DEFAULT BY RESIDENT. If Resident fails to pay rentals or additional rents when due, or if Resident fails to reimburse Landlord for damages, repairs or plumbing service costs when due under this contract, or if Resident or other occupants or guests of this Apartment materially and/or repeatedly violates this contract or applicable state and local laws, or if the Resident abandons the Apartment, then Landlord or Landlord's representative may terminate Resident's right of occupancy by giving Resident at least three day's notice in writing. Notice may be by mail, posting or personal delivery of Resident's Apartment. Such termination does not release Resident from any obligation or liability for future rentals. If any amounts due Landlord are delinquent, Landlord shall not be obligated to continue utilities, which are furnished and paid for by Landlord. Resident's absence from the premise for sixteen (16) consecutive days while all or any portion of the rent is delinquent shall be deemed an abandonment of the premises. If Resident fails to vacate on or before the expiration or termination date, Landlord shall be entitled to double rents for the holdover period. In order to clear an Apartment after abandonment, surrender or eviction, Landlord's representative may enter the premises and remove and store all property of every kind found therein. All of Resident's property on the premises is hereby subject to a contractual lien as well as all other liens available to Landlord at law or in equity. There shall be no sale or disposition of any of the foregoing property except pursuant to the law.

19. LIQUIDATED DAMAGES. In addition to all other damages to which Landlord is entitled as set forth herein and/or as called for in Chapter 83, Part II of the Florida Statutes, in the event that Resident breaches this lease by failing to pay rent when due and/or is evicted for any breach of this lease and/or surrenders or abandons possession of the subject Apartment prior to the natural termination date of this lease, without fully exercising the cancellation provision contained herein paragraph 16, the Resident shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during the notice period pursuant to paragraph 16, late charges, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. It is hereby expressly recognized and acknowledged by Resident that no exact measure of the loss and damage which may be caused to Landlord, its successors and/or assigns, resulting from a breach by Resident of the covenants contained in this lease agreement, can be determined. For purposes of liquidating such damages, other than for damages to the subject demised premises above and beyond normal wear and tear, NSF charges and other special damages, attorney's fees and costs, it is agreed that in the case of any breach by the Resident of the covenants contained herein the damages for arrears of rent and late charges caused shall be and are hereby fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Resident vacates the Apartment plus an additional amount equal to rent and late charges for two additional months after the date of said breach. The Landlords, its successors and assigns are hereby given the right to recover said damages from Resident by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

20. PETS. Resident shall not keep any animal, bird or pet of any kind in the Apartment, or on or about the community grounds without prior written consent of Landlord, and without paying Landlord a pet deposit and non-refundable pet fee to be determined by Landlord. This pet deposit shall be treated as an additional security deposit and shall be governed by the security deposit provisions of this Agreement hereinabove. Additional rules and restrictions listed in the "Community Policies" handbook and Pet Addendum will apply and be considered as part of this lease. No more than 2 pets, weighing more than 40 pounds each will be permitted. Breed restrictions also apply. The Resident will be held financially responsible for all damages, inconveniences and/or destruction caused by their pet to the leased premises, apartment building and surrounding areas. The responsibility and liability of the resident will include the repair of damaged items to their former condition and/or replacement where necessary. Pets must be on a leash or under close control. They will not be let out to roam at will or be tethered outside. Owners are responsible for cleaning up after their pet. Pet stations have been set up around the community for your convenience. Pets are not allowed in the pool/amenity areas or clubhouse (with the exception of service animals). Resident agrees to board or otherwise remove the pet from the leased premises for the balance of the lease term if the pet is a nuisance or annoyance and/or interferes with the rights of enjoyment of other residents. The pet shall be properly vaccinated and licensed. Treatment of the apartment for fleas, ticks, and/or other pests, other than the normal treatment done for all residents, will be at resident's expense.

21. RIGHT TO POSSESSION. Whenever under the terms hereof Landlord is entitled to possession of the

Initials: _____

Apartment, Resident will at once surrender same to Landlord in as good condition as at the commencement of this lease, normal wear and tear accepted.

22. RULES AND REGULATIONS. It is agreed and understood by Resident that the Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the attached rules and regulations of the Community, without the prior consent of Resident, and that Resident agrees to be bound thereby after receiving written notice of said amendments. All subsequent amendments to the rules and regulations of the Community shall be deemed incorporated in this lease by reference immediately upon the delivery of same to Resident by Landlord. Resident, all occupants of the Apartment, Resident's family, guests and invitees shall comply with all rules and regulations now or hereafter promulgated by Landlord including, without limitation, the printed rules and regulations, if any, attached hereto and incorporated herein by reference. Resident agrees to abide by all federal, state, and local laws and ordinances and agrees not to engage in any activity in or about the community, including common areas, of an illegal nature, purpose or intent. Resident further agrees that Resident, all occupants of the Apartment, Resident's family, guests and invitees shall not be loud, boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts and conveniences of the Landlord, its agents, representatives and/or employees nor of other residents, guest(s) or invitee(s) at the Community. Resident shall be responsible for the conduct of Resident, any and all occupants of the Apartment, as well as Resident's agents, invitees and guests. In its sole discretion, the Landlord may request any guest or invitee of the Resident to leave the Community if the Landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance. Any prior resident or occupant that leaves the Apartment Community while still owing money to the management company or owner or who has been evicted from the property is not permitted to return to the Community. Any such person shall be considered unauthorized and the Resident that permits the presence of such person shall be in material violation of the lease agreement. Resident shall not interfere with management in the performance of their duties, nor shall Resident make any threats to any management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Resident's right of occupancy immediately.

23. RADON GAS. We are required by Florida Statute 404.056(8) to give the following notification to you: "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."

24. MOLD AND MILDEW. Resident acknowledges that the apartment unit is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident also agrees to report immediately in writing to Landlord (i) any evidence of water leak or excessive moisture in the dwelling unit commons hallways, storage room garage or other common area (ii) any evidence of mold that can not be removed by common house hold cleaner (iii) any failure or malfunction in heating, ventilation or air conditioning and (iv) any inoperable doors on windows. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that the landlord shall not be responsible for damage to the apartment or the personal property contained therein for damages caused by mold and mildew.

25. APPLICATION. In the event that any information given and/or representation made by Resident in Resident's Application is false, Landlord may, at Landlord's option and in its sole discretion, terminate this lease without giving Resident any right to correct the misinformation and/or misrepresentation. Resident agrees that Resident will promptly notify Landlord in writing of any change in the information provided Landlord by Resident.

26. NO SECURITY SERVICES. The Landlord shall not provide nor does the Landlord have any duty to provide for Resident, security services for the protection of the Resident or the Resident's property. The Resident hereby acknowledges that he understands the foregoing, and the Resident shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that the Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of Landlord, its representative(s), agent(s), employee(s), or any other person(s) or entity (ies) that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that the Landlord elects to hire a security service to patrol and/or monitor the Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Landlord to protect the Resident.

27. ATTORNEY'S FEES. In the event legal action is instituted to enforce this Agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding before any appellate tribunal. In the event Landlord employs the services of a collection agency to collect any money owed Landlord by Resident, Resident shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.

28. MORTGAGEE'S RIGHTS. Resident's rights under this lease shall, at all times, be automatically subordinate and junior to any existing or future mortgage, deed or trust or other lien applicable to the premises or its contents, which is now or shall hereafter be placed on the property of which the Apartment is a part. If requested, Resident shall execute promptly any document that Landlord may request to verify this subordination agreement.

Initials: _____

29. **NOTICES.** Any notice required by this Agreement shall be in writing and shall be posted, hand delivered and/or mailed by registered or certified mail to the Landlord at Landlord's address set forth herein and to the Resident at his Apartment address.

30. **WAIVER.** Failure of Landlord to insist upon strict, timely compliance by Resident with any term(s) of this agreement shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this agreement, including, without limitation, any term(s) that may not have been enforced strictly by the Landlord previously. Acceptance by the Landlord of rent after knowledge of any breach of this lease by the Resident shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this lease pursuant to such a breach. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out or thereafter. The Resident hereby waives Resident's right to demand a jury trial in any cause of action arising between Landlord and Resident concerning this contract.

31. **ENTIRE AGREEMENT.** This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this lease did any representative, agent, or employee of the Landlord make any representation(s), engage in any discussion(s) of the lease, or otherwise communicate with the Resident, anything that in any way whatsoever contradicts any written term and/or condition of this lease agreement, nor did the Landlord, any representative, agent and/or employee of the Landlord make any statement(s) or communication(s) or representation(s) of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this lease as written. This Agreement comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the rules and regulations in paragraph 21 hereinabove may not be altered or amended except in writing and signed by authorized representatives of each Party hereto. This Agreement shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation. The Resident hereby acknowledges that the Resident has read this lease in its entirety and is fully informed of all contents hereof. This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida.

32. **SEVERABILITY.** If any term of the Agreement is found to be contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or it is found that any term is void or voidable, then said term shall not apply and this Agreement shall be construed as if said term were not present, and there shall be no effect on the remainder of this Agreement as a result of the removal of such term, provided that the general intent of this Agreement is not changed.

33. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage or destruction to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Landlord. If the damages are such that occupancy of the premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the premises is rendered unusable by the damage or destruction, the Resident may vacate only that portion of the premises rendered unusable and Resident's rent shall be reduced by the fair market value of the unusable portion of the premises during the period of partial vacancy, provided the damage or destruction was not caused by Resident, and/or occupant, guest, agent or invitee of Resident or occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Resident, Landlord may pursue all of its remedies against Resident provided under Florida law. If, in Landlord's opinion, the premises are so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the premises, the Lease may be terminated by either Landlord or Resident in which event Resident shall vacate the premises within seven days of receiving notice by the other party. In the event the premises are damaged or destroyed so as to substantially impair Resident's enjoyment of the premises due to wrongful or negligent acts of Resident, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Resident with a Seven Day Notice to Vacate, in which event Resident shall vacate the premises within seven days of receipt of the notice, or without terminating the Lease, require Resident to accept a comparable apartment unit in the Apartment Community for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the Apartment and take possession of such comparable apartment unit.

34. **DRUG-FREE HOUSING CLAUSE**

- A. The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug-related criminal activity.
- B. The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- C. "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

Initials: _____

- D. "Drug related criminal activity" means the illegal manufacture, sales, distribution, or 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
- E. One or more violations of this clause constitute a substantial violation of the lease and a material noncompliance with the lease for which the Resident shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the unit.
- F. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.
- G. In case of any conflict between the provisions of this clause and any other provisions of this lease, the provisions of this clause shall govern.

35. CORPORATIONS OR PARTNERSHIPS. If Resident is a corporation or a partnership, the person signing this Lease on behalf of such corporation or partnership hereby warrants that he has full authority from such corporation or partnership hereunder and said person and the corporation or partnership shall be jointly and severally liable for all rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorney's fees and costs.

BY SIGNING THIS RENTAL AGREEMENT THE RESIDENT 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 RESIDENT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the parties have executed these the day and year first above written. **Residents' signatures indicate that they have read the entire agreement including the terms and conditions set forth above as well as any attached addenda and community policies.**

Residents:

Authorized Landlord Representative

Signature

Signature

Print Name

Print Name and Title

Signature

Print Name

Initials: _____