



SAMPLE AFFIRMATION BY APPLICANT

____/____/____
DATE

I hereby affirm that I have read the application, lease agreement and all addendums and that I understand all the terms and all charges due. (Must be signed by all applicants).

APPLICANT

APPLICANT

Explanatory Notes: It is imperative that applicant is given a sample lease and all addendums and is given ample time to review the documents prior to the accepting any funds from the applicant.

STANDARD FORM RENTAL AGREEMENT

This lease agreement made this _____ day of _____, 2019 is by and between «Owner», Owner, (hereinafter referred to as «Landlord»), and «Tenant», Tenant (hereinafter referred to as «Tenant») hereby rents to Tenant the dwelling located at «PropertyAddress» (hereinafter referred to as the «Subject Property») for the period commencing on the «Day» Day of «Month», 2019 to «Endofleasedate» at which time this Agreement is terminated. Tenant(s) in consideration of Landlord permitting them to occupy the above property hereby agrees to the following terms:

1. **RENT:** Tenant agrees to pay as rental in advance, without setoff or deduction, and without notice or demand, the amount of \$«Rent» per month, due and payable monthly in advance by the 1st day of every month. Payment of rent may be made by check up until the first instance where the check is returned due to insufficient funds or otherwise by the financial institution. Regardless of cause, no additional payments may afterwards be made by check. Any further attempt to pay rent other than by certified funds or money order shall be a nullity and shall not constitute payment of or tender of rent to Landlord. Rent may be mailed through the United States mail at resident's risk to Landlord's Agent: Showcase Property Management, 101 S. Courtenay Parkway, Merritt Island, FL 32952. 321-783-5000. Rent must be received by Landlord by the due date, not merely sent or mailed. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

This rental agreement is for a total sum of 12 x \$«Rent» exclusive of late charges and charges for any returned checks. Any rental payment not received by Landlord by the 1st day of each month shall be subject to a late charge of \$100.00, which shall be additional rent due to the Landlord. Any payments received will always be first applied to outstanding balances, late fees or other charges, with the balance of the payment then applied to the rent due.

There will be a \$35.00 charge for any returned checks in addition to all bank fees imposed upon the dishonored check. There will be a \$50.00 service charge for the issue of any Three-day notice. PAYMENTS TO LANDLORD FROM TENANT SUBSEQUENT TO A RETURNED CHECK AND/OR THE ISSUANCE OF A THREE-DAY NOTICE MUST BE MADE BY CASHIER'S CHECK OR MONEY ORDER ONLY.

2. **SECURITY DEPOSIT:** Tenant agrees to pay Landlord a Performance and Security deposit at the time of execution of this lease of \$«SecurityDeposit» («Security Deposit») **NOTE: TENANT MAY NOT USE SECURITY DEPOSIT FUNDS TO PAY RENT UNDER ANY CIRCUMSTANCES!** Any damages not previously reported in initial inspection will be repaired at Tenant's expense with funds other than security deposit. Last Month's Rent paid in advance by Tenant shall only be released to pay for Tenant's last month of occupancy and only upon receipt of 30-day notice of intent to vacate by Landlord or Landlord's Agent.

The Landlord shall be entitled to utilize said security deposit as follows:

- (a) Apply the same against any default in the payment of rent required hereunder.
- (b) Apply the same for any claim, damage, or other charge on the leased premises for which the Tenant or another resident, or guest or invitee of the Tenant is liable.
- (c) Apply the same towards money due Landlord for court proceedings/attorney's fees in case of tenant default.
- (d) If the Landlord applies any portion of said security deposit prior to the expiration of the term, and this lease remains in effect, the Tenant shall immediately replenish the amount of the security deposit; however, Landlord has no obligation to apply security deposit prior to expiration.

Security deposits will be deposited in a non-interest-bearing account for the Tenant's benefit in SHOWCASE PROPERTY MANAGEMENT BANK OF AMERICA ESCROW ACCOUNT. Release of these deposits is subject to the provisions of the Florida Statutes as follows:

- a) The full term of the Rental Lease Agreement has been completed.
- b) Formal 30-day written notice has been received per paragraph above regardless of lease expiration. This Notice must be mailed Certified, Return Receipt Requested or delivered in person to Office Personnel with signed receipt obtained.
- c) No damage or deterioration to the premises, buildings, or grounds is evident.

d) The entire dwelling, including but not limited to appliances, closets and cupboards are clean and free from insects, the refrigerator/freezer is defrosted, all the debris and rubbish has been removed from the property, and carpets are professionally cleaned and odorless.

e) All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, utilities charges etc.

f) All keys, garage door openers, gate access devices, etc., have been returned on or before the last day of the lease term. If keys are not returned by lease end date, per diem charges shall apply based on rental amount.

g) A valid forwarding address has been provided to the Landlord.

If the Landlord does not intend to impose a claim on the security deposit said security deposit will be returned 15 days after termination of occupancy. The Landlord will send the security deposit to the address provided by the Tenant in the names of all signatories hereto. If the Landlord intends to impose a claim on the deposit, Landlord will so notify the Tenant by Certified Letter within 30 days. If damages exceed security deposit Tenants will be billed for repairs of said damages. If Tenants do not pay for said repairs within thirty (30) days their account will be sent to collections.

3. **RESIDENCE:** The Subject Property shall be used solely as residential living quarters only for «Adults» adults and «Children» children. No additional persons shall reside on the Subject Property without Landlord's express written consent. If Landlord consents to an additional person residing on the property, Tenant shall pay \$50.00 in additional rent for each month for each additional person who shall occupy the premises in any capacity excluding temporary guests (under 30 days). Only a total of «Total People» persons are allowed to occupy the Subject Property at any time, regardless of whether the occupant is temporary or not.

4. **ALTERATIONS OR IMPROVEMENTS:** The Tenant shall not make any alterations or improvements to the Subject Property without the prior written consent of the Landlord or Landlord's Agent. The painting of interior or exterior walls shall constitute an alteration or improvement under the terms of this lease. No credit, reimbursement, or set-off of rent shall be allowed regarding improvements and alterations, and no sums may for any purpose be withheld from rent. Unless Landlord or Landlord's Agent directs otherwise in advance and in writing, all alterations and improvements shall remain upon the premises after termination or expiration of the lease.

5. **MAINTENANCE:** Tenant acknowledges the Subject Property is in the condition described in the attached inspection checklist. Tenant shall be fully responsible for and agrees to maintain and repair at tenant's expense the following: AIR CONDITIONER/FILTERS MUST BE CHANGED MONTHLY, TENANTS ARE REQUIRED TO PUT ½ CUP BLEACH DOWN A/C CONDENSATION DRAIN LINE ON A QUARTERLY BASIS, NEW BATTERIES IN SMOKE DETECTORS TWICE A YEAR, FIRE EXTINGUISHERS KEPT CURRENT AND REPLACEMENT OF BURNED OUT LIGHT BULBS. Tenant shall be responsible for all maintenance and repair made necessary by Tenant's omissions or actions, regardless of the cost of the maintenance and repair. Tenant agrees not to permit any deterioration of the Subject Property during the period of this agreement. This includes woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning, heating, and mechanical systems. Tenant specifically agrees that no tacks, nails or screws, will be driven into the woodwork, ceilings, doors and wallpapered surfaces. Any holes otherwise driven into walls shall be repaired by tenant prior to vacating the leased premises and said repairs must match current color scheme. If not, the Landlord shall contract for professional repair at Tenant's expense so as to return walls to condition they were when Tenant moved in. Tenant agrees that he/she will be responsible for and agree to pay for any damage done by rain, wind or hail caused by leaving windows open, overflow of water or stoppage of waste pipes, breakage of glass, and damage to screens. Tenant is responsible for the maintenance of lawns/ landscaping agree to be responsible for deterioration of lawns and landscaping whether caused by drought, abuse, or neglect. Tenant agrees to ensure that the Subject Property is safeguarded against damage, destruction, loss, removal or theft and agrees not to allow any other person to inflict damage, destruction, loss, removal or theft.

Tenant shall be responsible for maintenance and repair, including but not limited to the following:

- a) All maintenance, repairs or replacement made necessary by Tenant, guest or invitee or their omissions or actions.
- b) Tenant shall replace the air conditioning filter monthly.
- c) Tenant shall maintain all appliances, and all gutters, if any.
- d) Tenant, if responsible for the lawn, shall maintain the lawn in its current condition, mowing as necessary and irrigating and trimming, and providing such lawn and landscaping care as is necessary during the term of this Lease. If not properly maintained in the determination of Landlord, the Landlord may contract for professional lawn maintenance at Tenant's expense, and such expense shall be additional rent. Tenant shall be responsible for pest extermination.

Failure to maintain above areas will constitute "Damages" to property & forfeiture of deposit. Tenant warrants that he/she will meet the above conditions in every respect and acknowledge that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of all deposits without further recourse. At Landlord's sole determination, if lawn and garden maintenance is not properly performed, Landlord may contract for professional lawn maintenance at Tenant's expense, and such expense shall be additional rent. In no instance, regardless of the service company employed, will the Landlord be responsible for maintenance, materials, labor, or parts purchased by the resident unless permission has been obtained in advance from Landlord in writing.

6. ACCESS TO SUBJECT PROPERTY: Landlord or Landlord's Agent shall be granted access to the Subject Property at any time in the event of an emergency, or to act for the protection or preservation of the premises. Tenant agrees to permit Landlord or Agent access to the Subject Property for a quarterly inspection. Landlord or Agent will make all attempts to notify tenant of the time and date of such required quarterly inspection. The Tenant shall not unreasonably withhold consent to the Landlord or Agent to enter the dwelling unit from time to time during the period of the lease in order to inspect the Subject Property, make necessary or agreed repairs, decorations, alterations, or improvements, supply agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagors, tenants, workers or contractors. Landlord or Landlord's Agent may enter the dwelling unit upon reasonable notice to the Tenant and at a reasonable time for the purpose of repair of the premises. Reasonable notice for the purpose of repair is notice given at least twelve hours prior to entry and reasonable time for the purposes of repair shall be between the hours of 7:30 a.m. and 5:00 p.m.

Tenant agrees to permit Landlord's Agent access to the property for a quarterly inspection and any routine property checks that the Landlord/Agent wishes to do. Landlord or Landlord's Agent will make all attempts to notify time and date of such required quarterly inspection via a mailed postcard or via phone with a 24-hour notice. If you fail to be home at the time of scheduled inspection there will be a \$25.00 charge and the appointment must be rescheduled within 24 hours. The Landlord or Landlord's Agent may enter the dwelling unit at any time for the protection or preservation of the premises. Landlord or Landlord's Agent may enter the dwelling unit when necessary for the further purposes set forth in Section 6 above under any of the following circumstances: (a) With the Consent of the Tenant; (b)

In case of emergency; (c) When the Tenant unreasonably withholds consent; or (d) if the Tenant is absent from the premises for a period of time equal to one half the time for periodic rent payments. Home may be listed for rent in last thirty (30) days of Tenant's lease and Tenant is required to allow showings of the unit and failure to do so may result in forfeiture of Security Deposit and Tenant being charged an additional 1/2 month's rent.

7. SURRENDER OF PREMISES: At the expiration of the lease term, Tenant shall deliver the Subject Property in a clean and neat condition in accordance with the **CLEANING CHECKLIST** herein. The Subject Property, i.e., appliances, closets and cabinets shall be clean and free from all dust and debris. The refrigerator shall be clean, defrosted and turned off, and the door shall be propped open. All floors shall be cleaned and mopped, and the carpet shall be professionally cleaned, unstained and odorless. Tenant shall also be responsible for power washing of patio, walkways, driveways, exterior of home and all other areas that may have an accumulation of mold, mud daubers, motor oil, gasoline, diesel fuel, or other stains/substances that would otherwise require use of said power washer to remove. If the Subject Property is not so cleaned, Landlord may recover from Tenant and may deduct from Tenant's security deposit a cleaning charge sufficient to place the Subject Property in said condition.

8. USE OF SUBJECT PROPERTY: Only «Number of pets» pet(s) «Dogs» dog(s) «Cats» cat(s) permitted on the Subject Property with the Landlord's expressed written consent. (Pet Addendum must be completed). Said pet must be registered in writing with the Landlord. If the Landlord consents to the allowance of a pet(s), then a deposit of \$«Pet Deposit» ("Pet Deposit") shall be required. The Pet Deposit is refundable after carpets have been professionally cleaned and house is professionally sprayed for fleas. All receipts must be presented to Landlord/Agent proving that the carpets have been professionally cleaned and that the house has been sprayed for fleas. If carpets are not professionally cleaned and restored to a condition existing prior to Tenant's residency in the Subject Property, and if the Subject Property is not professionally sprayed for fleas, said pet deposit shall not be refunded to Tenant. All pets on the property not registered under this lease will be presumed to be strays and will be disposed of by the appropriate agency as described by law, at Landlord's option. Tenant states **NO OTHER ANIMALS WILL BE KEPT ON PREMISES, NOT EVEN VISITING ANIMALS!!** If any pet causes a nuisance to any surrounding owner/occupant, or causes damage to the premises, Landlord may revoke the approval and the pet must be removed. All damaged or injury caused by a pet shall be the sole responsibility of the Tenant, and Tenant indemnifies and holds Landlord harmless regarding same. **ALL TENANTS MUST OBTAIN AND CONTINUE THROUGHOUT ENTIRE TENANCY, PET LIABILITY INSURANCE COVERAGE (\$100,000.00 MINIMUM) FOR ALL DOGS KEPT ON THE LEASED PREMISES.**

a) There will be «Cars» automobiles parked in the paved areas. Grass areas, berms and swales shall not be used for parking, even on a temporary basis. Any vehicle parked on any non-paved areas is subject to being towed away at Tenant's expense. Any such vehicle may be removed by Landlord at Tenant's expense, and the cost of same shall be additional rent.

b) No trampolines or above ground pools are allowed on the Subject Property.

c) All zoning regulations and all applicable laws, codes, and ordinances shall be complied with by Tenant and Tenant's guests and invitees at all times. Failure to so comply shall constitute a default under this lease.

d) No combustible materials, materials which will increase fire risk or that may be classified as hazardous, may be placed or stored on the Subject Property. No Grills (including electric grills) may be stored or used on or under any balcony.

e) Tenant shall maintain smoke alarms and fire extinguishers at all times, including the testing and replacing of the batteries. Landlord or Landlord's agent shall have no responsibility for same.

f) No kerosene space heaters may be used upon the premises or any other device which operates with an open flame, other than gas ranges.

g) No waterbeds may be placed upon the premises without the prior written consent of the Landlord or Landlord's agent, which may be withheld and which may be conditioned on proof of tenant's purchase and maintenance of waterbed insurance.

h) Tenant agrees that no garbage disposal may be added to the premises if on a septic system. Tenant shall not mistreat any septic system and shall regularly add septic tank treatment to the system to keep it operating efficiently. Wet wipes and/or alleged flushable wipes are not to be flushed down the commode no matter if property is on septic or city sewer.

i) Locks, security alarms, and garage door openers may not be added, removed, modified, or re-keyed without the advance written permission of Landlord or Landlord's agent. If Tenant desires to have the locks changed at Tenant's expense, a key shall immediately be provided at all times to Landlord or Landlord's agent. The Tenants failure to provide Landlord or Landlord's agent with a key to the Subject Property shall constitute default under the terms of the lease.

j) No noxious or offensive activities or uses, including but not limited to loud or raucous noise, shall be permitted, and no waste material or refuse shall be stored outside of the Subject Property. All trash or garbage shall be placed in trash bags and tied prior to disposal in designated depositories.

k) Tenant shall take affirmative action to ensure that nothing is done which might place the Landlord in violation of applicable building, housing, and health codes.

l) Tenant shall maintain the dwelling in a clean and sanitary condition by removing the garbage and trash as they accumulate.

m) Tenant shall maintain plumbing fixtures, faucets, pipes, and septic appurtenances.

n) Tenant shall operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable and safe manner.

o) Tenant shall assure that property belonging to the Landlord is safeguarded against damage, destruction, loss, removal, or theft and Tenant will not permit any other person to inflict damage, destruction, loss, removal, or theft.

p) Tenant shall conduct himself/herself, his/her family, friends, guests, visitors in a manner, which will not disturb others.

q) Tenants living in an Association must abide by all rules and regulations. Tenants who do not abide by Association rules, restrictions and/or regulations risk having their tenancy terminated by the Association at which time this lease becomes NULL and VOID. If Association rejects application from prospective tenant this lease becomes NULL and VOID.

ADDITIONAL RESTRICTIONS ON USE MAY EXIST IN THE FORM OF DEED RESTRICTIONS, CONDOMINIUM RULES AND REGULATIONS, ETC. AND TENANT IS ADVISED TO INVESTIGATE SAME PRIOR TO EXECUTION OF THE LEASE. VIOLATIONS OF ANY OF THE FOREGOING SHALL BE AND CONSTITUTE A DEFAULT UNDER THIS LEASE. In the event a condo association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, graded security gate or other services, and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord/Owner/Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer, trash, if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord/Owner/Agent, nor shall it constitute a default under this lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord/Owner/Agent shall constitute a material breach of this lease.

9. **DESTRUCTION OF PREMISES:** In the event the leased Subject Property is partially or totally destroyed by fire or other hazard, so that Tenant's use and enjoyment of the premises is substantially impaired, either party shall have the option to terminate this lease.

10. **CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD AND TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of Landlord or its agent, that Tenant must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at Landlord's option and upon 7 days written notice to Tenant, cease and shall terminate. Tenant agrees to and shall vacate and Tenant, if not in default of the lease, shall owe no further rent due under the terms of the lease.

11. **ASSIGNMENT AND SUBLETTING:** The tenant shall not have the right to rent, assign or sublet the leased premises without the prior written consent of the Landlord or Landlord's Agent, which may be withheld at Landlord or Landlord's agent sole discretion. In the event an assignment or sublease is allowed by Landlord or Landlord's Agent, tenant shall at all times remain liable hereunder.

12. **RENEWAL/EXTENSION:** The Lease can be renewed or extended but only by a written agreement signed by both Landlord and Tenant, but in no event, may the total Lease Term exceed one year. A new lease is required for each year.

13. **DEFAULT:** If the tenant defaults in any of the terms and conditions of this lease, the Landlord shall be entitled to the following cumulative remedies:

- a) Landlord may terminate this lease at Landlord's option and hold Tenant responsible for all damages recoverable.
- b) Landlord may retake the Subject Property, holding Tenant responsible for all payments or damages due hereunder. In the event Landlord retakes possession, unless Landlord advises tenant in writing otherwise, it shall be presumed that the Landlord is retaking possession on account of Tenant and not on Landlord's own account.
- c) The Landlord may institute an action for eviction against the tenant.
- d) The Landlord shall be entitled to any injunctive relief to enjoin any of the Tenant's violations of the terms of this lease.
- e) The Landlord shall be entitled to reimbursement from Tenant for all costs associated with collection of outstanding funds due from Tenant to Landlord. Any of the foregoing remedies shall be in addition to any other remedies available at law or in equity. The acceptance by the Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver by the Landlord, nor affect any notice or legal proceedings hereto or given or commenced under F.S. 83.59.

14. **ATTORNEY FEES:** Tenant agrees to pay all attorneys' fees and cost associated with enforcing the terms of this agreement, including non-payment of rent. In all legal proceedings commenced by the parties hereunder, the prevailing party shall be entitled to all costs incurred, including reasonable attorney's fees at both trial and appellate level. Neither this lease nor memorandum or notice thereof shall be recorded among the public records of any county.

15. **INDEMNIFICATION:** Tenant agrees to indemnify and hold Landlord or Landlord's agent, Space Coast Realty & Investments, dba Showcase Property Management harmless for any claim of loss, injury, or damage to the

Subject Property, including, but not limited to, attorney's fees, by any person for any reason, including the negligence of the Landlord or Landlord's Agent, simple gross, or otherwise, caused during the term of this lease. Tenant further agrees to indemnify and hold the Landlord or Landlord's Agent harmless for any claim by or any injury or loss to third parties arising out of the tenant's use of said property and the simple, gross, or other negligence of the Landlord.

16. ASBESTOS/RADON/MOLD WARNING - NOTICE TO PROSPECTIVE TENANT:

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 gas 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, pursuant to 404.056(8), Florida Statutes. Asbestos or mold may be present on the premises, and Tenant may inspect for same before taking possession. Landlord and Landlord's agents shall have no responsibility regarding same.

17. SUBORDINATION: Tenant agrees to subordinate this lease to any mortgage placed upon the premises, provided only that so long as Tenant faithfully discharges its obligations under the terms of this lease, the tenancy will not be disturbed, nor this lease affected by any default under such mortgage. Tenant shall sign, upon request, subordination documentation required by a lender consistent with the foregoing.

18. LIENS: The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

19. NOTICES: All notices must be sent to Landlord or Landlord's agent at 101 S. COURTENAY PKWY., MERRITT ISLAND, FL 32952, and to tenant at the Subject Property, unless either party gives the other written notice of any such change. All notices shall be given by U.S. Mail or by hand delivery. Verbal notice or notice by electronic device shall be insufficient for the purposes of this lease and/or its renewal.

20. UTILITIES: Tenant shall pay for any and all utilities and deposits used on premises, unless noted otherwise below, whether or not said utilities are in Landlord's name. Failure to pay for utilities shall constitute a default under the lease. Any jacks, cables, or switches installed shall remain with the property after expiration or termination of this lease. Landlord is not responsible for quality, quantity, impairment, interruption, stoppage or other interference of service involving water, heat, gas, and electric current for light, power, telephone, sewerage or any other service.

21. MISCELLANEOUS:

a) If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom, removing and disposing of all his/her property contained therein at his/her expense.

b) The individual signing this Lease/Rental Agreement as Tenant stipulates and warrants that he/she/they have the right to sign for and to bind themselves.

c) No rights of storage are given by this agreement. By Signing this Rental Agreement, the Tenant agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the Landlord or Landlord's Agent shall not be liable or responsible for storage or disposition of the Tenant's personal property. By signing the rental agreement, the tenant agrees that upon surrender or abandonment the Landlord/Landlord's Agent shall not be liable or responsible for storage or disposition of the tenant's personal property.

d) The Landlord or Landlord's Agent shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased/rented Subject Property or building resulting from electrical failure, water, rain, windstorm, etc. which may cause issue or flow into any part of said premises or improvements including pipes, gas lines, sprinklers, or electrical connections whether caused by negligence of Landlord or Landlord's employee, contractors, agents, or by any other cause whatsoever. Landlord or Landlord's Agent shall not be responsible for losses due to power outages due to storms and/or hurricanes. This includes losses of food and/or refrigerated items. Tenant hereby covenants and agrees to make no claim for any such damages or loss against Landlord, but to purchase needed insurance or to provide self-insurance in adequate amounts to offset any risk. Landlord agrees to carry adequate liability insurance.

e) Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the Tenant of the Rental/Lease

Agreement. Landlord may take immediate possession and exclude Tenants from the property, storing all Resident's possessions at Tenants expense pending reimbursement in full for Landlord's loss and damages.

f) Time is of the essence in this lease.

g) The agreements contained in this lease set forth the complete understanding of the parties and may not be changed or terminated orally.

h) All questions concerning the meaning, execution, construction, effectiveness, validity, and enforcement of the Lease shall be determined pursuant to the laws of the State of Florida.

i) A facsimile copy of this lease and any signatures thereon shall be considered for all purposes to be originals.

j) No assent, express or implied, by Landlord to any breach of any of the Tenant's herein, or by the Tenant to any breach of the landlord's covenants shall be deemed to be a waiver of any such succeeding breach of the Landlord's covenants shall be deemed to be a waiver of any such succeeding breach of same covenant.

k) Under the terms of this lease/rental agreement, Tenants will be provided with an inspection sheet. The tenant acknowledges that the premises are in the condition described on the inspection sheet. It is their obligation to inspect the Subject Property and to fill out and return to the Landlord their inspection sheet within 10 days after taking possession of the premises. It will be presumed that the house is functioning in a

satisfactory manner in all respects after the expiration of the 10 days. After that time, the resident is obligated to provide for routine maintenance at his/her own expense or be subject to additional fees.

l) All parties to this agreement warrant that any work or repairs performed by the Tenant will be undertaken only if he/she is competent and qualified to perform it and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all the applicable statutes. Tenant further warrants that they will be accountable for any mishaps or accidents resulting from such work and that they will hold the Landlord free from harm, litigation, or claims of any other person.

m) In this agreement, the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Owner will include Landlord/Lessor and the term Resident will include Tenant/Lessee.

n) If the property is ever sold to the Tenant that was placed by Space Coast Realty & Investments, dba Showcase Property Management then Space Coast Realty & Investments, dba Showcase Property Management will be entitled to customary office commission. Landlord has the right to market the property for sale during the lease provided Tenant(s) are notified of such. Showing appointments will be made to provide a 24-hour notice to the tenant.

o) ANY ILLEGAL DRUG POSSESSION, SALE, MANUFACTURE OR USE IS AN ABSOLUTE BREACH OF THIS AGREEMENT SUBJECTING THE TENANT TO IMMEDIATE TERMINATION OF THE LEASE AND TO FORFEITURE OF ALL DEPOSITS AND TO ALL APPLICABLE PENALTIES.

p) After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties. All parties agree that termination of this agreement prior to «Endofleasdate» regardless of cause will constitute breach of the tenancy as agreed. All Security deposits shall be forfeited in favor of the Landlord as full liquidated damages at Landlord's option following termination without notice.

22. **SERVICEMEMBER:** If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has the right to terminate the Lease as provided in Section 83.682, Florida Statutes.

23. **RISK OF LOSS:** Any property of any kind of the Tenant located or stored in the Subject Property during the term of the lease, or any extension thereof, shall be at the sole risk of Tenant.

24. **RELIANCE:** The Landlord has relied on the accuracy of all information given by the Tenant, and Tenant warrants and represents that the same is true and complete. In the event, any material misstatement or misrepresentation is made by the Tenant, Landlord shall have the right to declare a default under this lease and pursue all available remedies.

25. **WAIVER OF JURY TRIAL:** The Landlord and Tenant hereby waive trial by jury in any action, proceeding or counter claim brought by either of the parties against the other as to any matters of any kind or nature arising out of or in any way connected with this Lease and any of its provisions, the relationship of the parties as Landlord and Tenant, the Tenant's use of occupancy of the Demised Premises and/or as to any claim of injury or damage.

SPECIAL CLAUSES: Prorated rent in the amount of \$ is due on or before . Rent in the amount of \$«Rent» is due on or before 1st day of and every month thereafter.

No smoking and/or vaping inside the premises and damages could include ozone machine and extra cleaning and/or full painting.

Air conditioner filters must be changed on a monthly basis.

Tenant to maintain lawn and/or gardens, including but not exclusive to mowing, fertilizing and trimming.

Tenant to maintain flower beds including but not limited to all weeding.

Tenant to maintain pest control.

Utilities are to remain in the Tenant(s) name until the expiration of the lease term. If Tenant(s) terminate early all utility charges will be the responsibility of Tenant(s) until the property is rented or lease expires.

Tenant(s) agree to abide by the homeowner's association's rules and regulations

Washer and dryer, if provided, are for tenants' convenience only and are not warranted.

Property profile outlined in attached Multiple Listing Service (MLS) entry.

If documentation is required at move out to the condition(s) of the property, tenant will be charged \$25.00 per photo cd.

In the event that the tenant attempts to cancel this lease prior to the expiration date, the tenant understands that he/she will be responsible for the balance of the rent on this lease. However, at the Landlord's option, the Landlord of the property may release the tenant from this responsibility only when the property has been Leased again and the tenant has paid the Lease-up fee which is equal to a half months' rent.

Addendums Attached: Agreement and Conditions for Return of Deposit

RENT	\$	«Rent»
PRO-RATED RENT	\$	
SECURITY DEPOSIT	\$	«SecurityDeposit»
PET DEPOSIT	\$	«PetDeposit»
LEASE PREP FEE	\$	150.00
TOTAL TO MOVE IN	\$	
LESS DEPOSIT PAID	\$	
TOTAL DUE ON MOVE-IN	\$	

OWNER/AGENT SIGNATURE

TENANT SIGNATURE

TENANT SIGNATURE