

# Union Properties of Gainesville, Inc.

4421 NW 39th Avenue • Building 2, Suite 1 • Gainesville, FL 32606  
(352) 373-7578

## 1. Residency and Financials

### 1.1 PARTIES

This Residential Lease Agreement (“Agreement” or “Lease”) is made between **Union Properties of Gainesville, Inc.** (“Union Properties” or “Landlord”) and **Alberta Gator** (Collectively referred to as “Tenant”). All persons listed as Tenant, or defined as Tenant under §83, Florida Statutes, will be jointly and severally responsible for all obligations under this Agreement.

### 1.2 PREMISES

Landlord agrees to lease to Tenant and Tenant agrees to rent from Landlord, the dwelling located at

**1234 Main Street, Gainesville, Florida 32601**

(“Premises”) subject to the terms and conditions of this Agreement.

### 1.3 TERM

The term of this Lease commences on **01/01/2018** and terminates on **12/31/2018** at 12:00 noon, unless terminated sooner pursuant to the provisions of this Lease. Tenant acknowledges receipt of and agrees to comply with Departing Procedures upon termination of this Agreement.

It is expressly understood that this Lease is for the entire Term set forth regardless of whether the Tenant is transferred, or for any other reason is unable to continue occupying the Premises. Accordingly, Tenant's obligation to pay rent hereunder (and the Guarantor(s) obligation to insure payment of same) will continue for the entire term of this Lease and until all sums due Landlord hereunder have been paid in full.

### 1.4 RENT

Tenant shall pay Landlord in advance, rent for the term of this Agreement in the amount of **\$X,XXX.XX** per month, without notice or demand, for that month on the first day of each month.

**Refer to your tenant ledger for any unpaid balances and due dates not shown below. All charges must be paid prior to move-in or as otherwise specified on your ledger.**

Other payments shall be made according to the following schedule:

Security Deposit: **\$X,XXX.XX**

Move-In Charges:

Animal Fee - **\$XXX.XX**

### 1.5 PAYMENT

Rent shall be paid to Union Properties of Gainesville, Inc. through the Tenant's online Tenant Portal. Alternative payment method can be mailed or delivered to 4421 N.W. 39th Avenue, Building 2, Suite 1, Gainesville, Florida 32606 or at any other place that the Landlord may designate in writing. Payments received after 5:00 p.m. will be considered received the next business day. Payment is not considered made until the instrument is collected.

Tenant shall pay the entire amount of the monthly rent with a single check, money order or cashier's check before or on the due date. Cash payments are not accepted. Postdated checks will not be accepted. **Landlord will not accept multiple checks for rent payments.**

Tenant acknowledges that access to Tenant Portal is not guaranteed and that Landlord may restrict access for delinquent accounts. Landlord does not guarantee service availability or transaction processing times and under all circumstances Tenant remains responsible for any late or missed payments resulting from use of the service. Tenant acknowledges that all roommates will share a ledger regardless of individual or joint lease status.

## 1.6 LATE PAYMENTS AND RELATED CHARGES

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In addition to rent, Tenant shall pay a late charge in the amount of 10% of the monthly rent, on the **fourth day of the month** if rent is not received, **plus \$2.00 per day** each day thereafter. Rent is due on the first of the month and considered late after 5:00 p.m. on the third day of the month. If Tenant makes payment with a worthless check, Landlord may require Tenant to make all future payments by money order or cashiers check and to pay worthless check fees in the amount of \$50.00 per check. All sums due to Landlord under this Lease, including but not limited to late fees, shall be considered additional rent.

## 1.7 SECURITY DEPOSIT

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A security deposit in the amount of **\$X,XXX.XX**, is required as security for the faithful performance by Tenant of the terms of this Lease. Landlord shall hold the security deposit as indicated below for the duration of the tenancy. Landlord reserves the right, but not the obligation, to apply the security deposit funds, in whole or in part, to the amount of any unpaid rent, late fees, physical damages, other charges due from Tenant under the terms of this Agreement. If Tenant's security deposit is utilized prior to the termination of the tenancy, Tenant is required to replenish the security deposit in full within 10 days of use, failure to do so shall constitute a material violation of this Lease agreement. At the end of the rental term, release of said deposit will be subject to the provisions as set forth in the Departing Procedures. **Security Deposit will be returned by US Mail to the person whose name appears first on this Lease.**

## 1.8 SECURITY DEPOSIT AND ADVANCE RENT DISCLOSURE

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Your security deposit, along with any advance rent, is being held by the landlord in a non-interest bearing account at:

- Ameris Bank located at 2040 NW 67th Place, Gainesville, FL 32653.
- Harbor Community Bank located at 3919 W Newberry Road, Gainesville, FL 32607.
- Renasant Bank located at 4373 W Newberry Road, Gainesville, FL 32607
- CenterState Bank located at 4110 NW 37th Place, Gainesville, FL 32606.
- Bank of America located at 2627 NW 43rd Street, Gainesville, FL 32606.

These funds may be co-mingled with other funds held by the Landlord.

Pursuant to Florida Statute §83.49: Your lease requires payment of certain deposits. The landlord may transfer advance rents to the landlord's account, as they are due and without notice. When you move out, you must give the landlord your new address so the landlord can send you notices regarding your deposit. The landlord must mail you notice, within 30 days after you move out, of the landlord's intent to impose a claim against the deposit. If you do not reply to the landlord stating your objection to the claim within 15 days after receipt of the landlord's notice, the landlord will collect the claim and must mail you the remaining deposit, if any. If the landlord fails to timely mail you notice, the landlord must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the landlord may collect from the deposit, but you may later file a lawsuit claiming a refund. You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party. This disclosure is basic. Please refer to part ii of chapter 83, Florida Statutes, to determine your legal rights and obligations.

## 1.9 LAST MONTH RENT

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Tenant has paid to Landlord upon execution of this Lease, in addition to the First Month Rent here under, a **\$X,XXX.XX** Last Month Rent. Landlord shall hold this advance rent in a non-interest bearing account until the last month in the term of this Agreement. Should the parties subsequently extend or renew this Agreement, the Last Month Rent will be carried over to the last month of the term of any subsequent extension or renewal. Upon any subsequent renewal or extension resulting in an increase in the monthly rental amount, it shall be Tenant's responsibility to update the Last Month Rent being held by Landlord to reflect the current monthly rental rate. At which time the advance rent shall become due and owing to Landlord and shall become the property of Landlord in satisfaction of the renewal obligations contained herein.

If Tenant defaults in their obligation to the Landlord and Landlord retakes possession of the premises early, the Last Month Rent will immediately become the property of the Landlord and the Landlord may, at its sole and exclusive options, use the Last Month's Rent to offset damages due to the Tenant's non-performance.

## 1.10 PARENTAL OR SPONSOR'S GUARANTY

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Required:  Yes  No

A Parental or Sponsor's Guaranty may be required by Landlord to ensure the full, faithful and punctual performance by Tenant of the obligations and covenants of this Agreement. Any guarantors will be jointly and severally responsible for all obligations under this Agreement pursuant to the terms of the Personal Guaranty.

### 1.11 ACCEPTANCE OF PREMISES

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By acceptance of occupancy, Tenant acknowledges that he/she inspected the Leased Premises, agrees that the Leased Premises were received in good, clean condition with no defects and accepts them in their present condition except as specifically listed on the Move-In Conditions Form. Tenant acknowledges that he/she has received a Move-In Conditions Form, has had an opportunity to make additions, and that Tenant shall waive any claim or defense as to pre-existing defects, damages or loss to the Leased Premises if Tenant fails to amend the Move-In Conditions Form within 48 hours of receiving the keys to the Leased Premises from Landlord. In no way does accepting pre-existing defects, release the Tenant from not fulfilling their obligations as listed in the Departing Procedures.

### 1.12 OCCUPANCY

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The premises shall be occupied only by Tenant and any additional persons listed below. Landlord will require adult occupants of the household to be added to this Lease.

#### **Roommates**

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay for more than 7 nights in any calendar month. Landlord's prior written approval is required to allow anyone else to occupy premises.

### 1.13 FAILURE TO TAKE POSSESSION

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If the Tenant fails to take possession of the Premises after signing this Agreement, Landlord may elect to pursue Tenant for damages related to failure to take possession or at its sole and exclusive option, Landlord may elect to retain Security Deposit and prepaid rent as a cancellation charge or as liquidated damages if Tenant fails to take occupancy of the premises as agreed or violates any term of this Lease.

### 1.14 UTILITIES

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- Water is included in the monthly rent.
- Sewer is included in the monthly rent.
- Gas is included in the monthly rent.
- Internet is included in the monthly rent.
- Basic cable TV is included in the monthly rent.
- Trash removal is included in the monthly rent.
- Electric is included in the rent.
- Electric, water and sewer are included in the rent.

Unless otherwise stated above, Tenant agrees to pay for and maintain all necessary utilities, including but not limited to electricity, gas (if applicable) water, sewer and garbage collection used by Tenant during the term of this Lease. It is the responsibility of the Tenant to have all utilities turned on in their name prior to taking possession of the premises. Failure to provide adequate electrical, gas, water, sewer or garbage collection services to the Premises, either directly or indirectly, through action or inaction, shall be considered a material violation of this Lease. Any additional utilities may be activated at the Tenant's cost and in Tenant's name. Pursuant to the terms of the Departing Procedures, utilities will remain on at least two business days following the termination of this Lease to allow Landlord to conduct inspections.

If for any reason, utilities are reverted to the Landlord's name, or the Tenant fails to activate utility service in their own name, the Tenant will be required to immediately reimburse the Landlord for all expenses and fees associated with utilities and transfer utilities into their name. Failure to do so will be a material violation of this agreement and grounds for eviction.

Landlord will not be responsible for any loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the complex in which the Premises are located.

### 1.15 INTERRUPTION OF SERVICE

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Interruption or failure of any service in the building, if due to causes beyond Landlord's control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute eviction unless Landlord fails to take measures as may be reasonable in the circumstances to restore the service without undue delay.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies and Procedures

### 2.1 USE OF THE PREMISES AND COMMON AREAS

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Tenant shall use the Premises only for residential purposes as a private dwelling. Tenant shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises. Tenant agrees not to allow any nuisance or illegal activity to exist on the premises and to maintain the premises in an orderly, neat and sanitary condition. Tenant agrees that the Premises shall not be used for any business or commercial activity. Prohibited activities shall include, but not be limited to, home based businesses, any manufacturing, sales, or storage of products for profit, babysitting or childcare services, using or advertising the premises for vacation or short-term rentals, or any other personal or professional services.

If applicable, Landlord grants Tenant permission to use, during the lease term, along with others, the common areas of the building and development of which the premises are a part. Tenant's right to use are subject to all terms of the governing documents for the community, including without limitation, any Declaration of Condominium or Association or proprietary lease and any restrictions, rules and regulations now existing or hereafter adopted, amended or repealed. Tenant will be responsible for ensuring the compliance of their guests or invitees of such rules and regulations.

Tenant shall not use or permit the use of the Premises in any manner that creates a hazardous or dangerous condition, attractive nuisance or increases the risk of loss or liability to the Landlord or Premises. Examples of such activities shall include, but not be limited the addition of recreational equipment such as swimming pools, trampolines, exercise equipment, swings or similar items. The Landlord, in their sole and absolute discretion, may request that the Tenant remove any item or remedy any condition that creates an increased hazard or risk of loss to the Premises upon seven days written demand. Likewise, the Landlord may require the Tenant to remove any item or cure any condition that creates a difficulty in obtaining insurance coverage for the Premises or causes an increase to the insurance premiums.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. Responsibilities

### 3.1 REPAIRS AND MAINTENANCE

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Tenant shall take good care of the premises and the appliances and fixtures within and shall maintain them in good order and condition. Landlord may repair, at the expense of Tenant, all damage or injury to the premises, or to the building, caused by Tenant or Tenant's employees, agents, visitors, or licensees, caused by installation or removal of furniture or other property, or resulting from the overflow of water, or any other cause, due to the carelessness, negligence, or improper conduct of Tenant or Tenant's employees, agents, visitors or licensees. There shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord for the making of any repairs, alterations, additions, or improvements in, or to any portion of, the building or premises, and no liability on Landlord for failure to make any repairs, alterations, additions, or improvements in, or to any portion of, the building or premises.

If service is called to the Premises and Tenant has arranged to be on the premises to meet the repairperson and fails to show, Tenant will be assessed the amount of the service call charged by the vendor for the missed appointment. If service is called to the Premises and no problem is found, or the problem found was determined to be caused by the negligence or misuse of the Tenant or their guests, the Tenant will be responsible for the service call and any repairs.

If the premises are located in a condominium, the Landlord and Tenant acknowledge that the maintenance of certain items, including the structural elements and common areas may be performed by the association as part of the common areas maintenance. Landlord shall assure that the association complies with applicable building, housing and health codes relating to the premises. If there is no applicable, building, housing or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, foundations, floors, structural components and steps and keep plumbing in reasonable working order.

### 3.2 ALTERATIONS BY TENANT

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Tenant may not make any alterations or improvements to the Premises without obtaining Landlord's prior written consent to the alteration or improvement. However, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term. Tenant may be charged for repairs associated with excessive or oversized holes.

Installation of satellite dishes, cable/phone jacks, and wall mounted televisions or any other physical alteration to the Premises must be approved in writing prior to the installation. Tenant agrees to accept all responsibility and liability for any potential damages to the Premises due to improper installation and hereby agrees to immediately pay for and/or repair any damages done to the Premises due to installation. All installations and modifications must be performed by an appropriately licensed and insured installer.

### 3.3 PEST CONTROL

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- Landlord  Tenant is responsible for pest control service to the EXTERIOR of the Premises.
- Landlord  Tenant is responsible for pest control service to the INTERIOR of the Premises.

Landlord will be responsible for delivering Premises that is free of rats, mice, roaches, ants, bedbugs, wood destroying organisms and similar pests. It is the Tenant's responsibility to make reasonable provisions for the ongoing extermination of any interior pests unless otherwise stated above. Any interior pest problems that occur after the initial 45 days of occupancy, including but not limited to bedbugs, ants, roaches, mice, rats or similar pests will be deemed the responsibility of the Tenant.

If vacating of the premises is required for the extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs, the Landlord shall not be liable for damages but shall abate the rent. The Tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

### 3.4 LAWN CARE AND OTHER SERVICES

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- Lawn care shall be provided at the Premises by the Tenant.
- Lawn care shall be provided at the Premises by the Landlord.
- Association shall provide for lawn care in the front yard. Tenant is responsible for all other lawn care including side and back yards
- Pool service shall be provided at the Premises by the Landlord.
- Irrigation/Sprinkler System is provided at the Premises. See Tenant Responsibility below.

Lawn care is defined as watering, mowing the grass, trimming bushes, edging, and removal of limbs, trash and debris to keep the appearance of the lawn presentable and in conformity with neighborhood standards. Lawn care shall be performed no less than once every two weeks for the full term of this Lease Agreement or more often if necessary to keep the lawn in good condition. Tenant will be responsible for performing lawn care. If Tenant is responsible for lawn care and in the event Tenant fails to maintain the lawn as described above, Landlord may, at its option, demand compliance by issuance of a seven-day notice to cure. Landlord may also, at its option, hire someone to maintain the lawn and shrubbery, and Tenant shall be liable for all costs incurred for such services.

Lawn watering must be done on at least a weekly basis or more frequently if necessary and in adequate amounts to ensure a healthy lawn. If the Premises has an automated sprinkler system, the system must be utilized a minimum of two times per week for a period of no less than twenty minutes per section. All watering must use the guidelines set forth by the water management district for the area. In the event there is damage to the lawn due to a lack of irrigation, Tenant shall be responsible for remediation of the lawn damage or replacement of the lawn at the sole discretion of the Landlord. Tenant has the obligation to report to Landlord any malfunctions or breakdowns of irrigation system.

Regardless of which party is responsible for lawn maintenance, failure of the sprinkler system (if any) shall not relieve Tenant of her/his responsibility to water lawn and shrubbery. In the event of a sprinkler system failure, Tenant shall take action to ensure the lawn and shrubbery are properly watered. In the event that no sprinkler system exists, the Tenant shall purchase and use water hoses, portable sprinklers and any other lawn equipment necessary to ensure the lawn is properly watered and maintained.

### 3.5 ALARMS AND SECURITY SYSTEMS

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If the premise includes an alarm or security system, regardless of whether or not that system is connected to central monitoring, Tenant will be responsible to apply for and pay annual permit fees to the city and/or county. Tenants are additionally responsible for paying any false alarm fees and fines that may occur during the leasing term. False Alarm Ordinance Brochures can be provided at Tenant's request. The alarm's master code is not to be changed except by Landlord or their authorized agent. Unless otherwise provided in writing, alarm systems are not monitored. If the Tenant desires to activate monitoring, they must do so in their own name and at their own expense.

### 3.6 OBLIGATIONS OF TENANT

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Tenant shall be responsible for all conditions created or caused by the negligent or wrongful act or omission of the Tenant, a member of the Tenant's family, or other person on the premises with Tenant's consent.

#### **At all times during the tenancy, the Tenant shall:**

1. Promptly report any maintenance problems to Landlord, without undue delay.
2. Keep the Premises clean and sanitary, and maintain and care for the lawn and shrubs if the Landlord or Association does not provide such lawn care.
3. Remove all garbage in a clean and sanitary manner.
4. Maintain possession of entry keys, remotes, mailbox keys, and similar devices. No duplicate keys are to be made without the Landlord's authorization.
5. Not change door locks, add or remove any interior or exterior door locks without the prior written consent of Landlord. In the event said locks or keys are changed, Tenant will provide Landlord with a duplicate key to the Premises within 72 hours. However, Tenant may add additional removable window and/or sliding glass door locks that do not mar the surface of the windows or sliding glass doors. Tenant shall not make additional keys.

6. Keep all plumbing fixtures clean and sanitary and in repair. Plumbing stoppages that occur after the initial 45 days of occupancy will be deemed to be Tenant's responsibility and will be paid by Tenant.
7. Not destroy, deface, damage, impair, or remove any part of the premises or property in them belonging to Landlord, or permit any person to do so.
8. Conduct themselves and require other persons on the premises with Tenant's consent to conduct themselves, in a manner that does not unreasonably disturb the neighbors or constitute a breach of the peace.
9. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances. This includes the periodic replacement of HVAC filters as necessary to ensure normal operation. Unless otherwise stated in Additional Provisions, **Tenant is responsible for changing the air conditioning filters at least once every three (3) months after taking occupancy of the Premises. Tenant shall be liable for any repair or service charge in the event the air conditioner or heater is damaged due to non-use or dirty filters along with any consequential damage.**
10. Not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without the Landlord's prior written consent.
11. Not create any environmental hazards on or about the Premises.
12. Ensure all fire, smoke detectors, carbon monoxide detectors and similar safety devices are operational, to periodically replace any batteries at least once a year to ensure operation of safety devices and to immediately notify Landlord's agent if any safety devices are in need of repair. Disabling or removing batteries from or tampering with any smoke alarm, sprinkler system or fire extinguisher is strictly prohibited.
13. If the leased Premises contain a fireplace, the Tenant shall pay one-half (1/2) of the cost to sweep the chimney to Landlord for each lease period
14. Replace all light bulbs with similar and matching lights of appropriate wattage and ensure adequate lighting.
15. Refrain from using any floatation bedding system in a dwelling unit unless Tenant has prior written approval from Landlord and maintains flotation insurance in the Tenant's name as is standard in the industry in an amount deemed reasonable to protect the Tenant and the Landlord against personal injury and property damage to the dwelling units. The insurance must include a loss payable clause in the policy for the benefit of the Landlord. **No waterbeds or other liquid filled furniture may be placed on the second or third floor of any dwelling under any circumstances, whether or not such insurance is provided, as the floor is not structurally designed to support the loads imposed by such furniture.**
16. To maintain renters insurance in adequate amounts to protect for property loss or damage and liability to indemnify Landlord from any claims for same throughout the duration of this Lease.

### 3.7 OBLIGATIONS OF LANDLORD

Landlord shall not remove the Tenant's personal property from the dwelling unit unless it is after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the rental agreement, on surrender or abandonment by the Tenant, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Abandonment shall not be presumed unless the Tenant is absent from the premises for at least 15 days.

Landlord shall not, by any means, prevent Tenant from gaining reasonable access to the dwelling unit. This includes, but is not limited to, changing the locks or using any bootlock or similar device. Landlord is not allowed to remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement.

**At all times during the tenancy, the Landlord shall:**

1. Comply with the requirements of all applicable building, housing, and health codes.
2. If no building, housing, or health codes are applicable, maintain in good repair all roofs, windows, doors, foundations, floors, steps, porches, exterior walls, and other structural components, and assure that these structural components are capable of resisting normal forces and loads.
3. Maintain plumbing in reasonable working condition.
4. Provide adequate fire protection for premises.
5. Make reasonable provisions during the tenancy for extermination of wood-destroying organisms. If it is necessary to vacate the premises during the extermination process, the Landlord shall not be liable for damages but shall abate the rent during the period that the premises are vacated, and shall give the Tenant seven days' written notice of the need to vacate the premises. If however, any infestation is caused due to Tenant's habits or behavior, Tenant will be responsible for all extermination costs.
6. Maintain the range, refrigerator, HVAC, water heater, and any and all other appliances that were located in the premises at the commencement of the Lease, in good condition and repair.
7. Make provisions for locks and keys, functioning facilities for heat during winter, running water, and hot water. Additionally, in multifamily dwellings, clean common areas, provide for garbage removal and maintain outside receptacles.

Under no circumstance shall Landlord be responsible for damage resulting from the negligence, misuse, or failure to maintain resulting from Tenant, or employees or invitees of Tenant, which shall be Tenant's responsibility.

### 3.8 RIGHT OF ENTRY AND INSPECTION

The parties agree that Landlord or its authorized agent, shall have the right to enter the Premises for the purpose of inspecting, maintaining or repairing the same, subject only to providing 24-hour notice to any one person whose name appears above as Tenant. Tenant also agrees to allow Landlord reasonable entry after prior notice for the purpose of showing the premises to other prospective renters or purchasers. However, Landlord may enter the premises at any time and without advance notice to Tenant if necessitated by an emergency situation, or

if such entry is required in order to protect or preserve the premises from incurring damage. Tenant agrees to not unreasonably refuse entry to Landlord or authorized agent, including service vendors.

Landlord may give notice to Tenant either posting notice at the Premises or by email, phone call, or leaving a phone message with any one person whose name appears as Tenant. After notice has been given (when required), Landlord or its authorized agent may enter the Premises in the absence of Tenant by use of a passkey. Tenant shall permit Landlord's use of a lock-box on the front door. Landlord may place "For Sale" or "For Rent" signs on the premises at any time.

### 3.9 ASSIGNMENT, SUBLETTING AND ROOMMATES

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Tenant understands and agrees that Landlord may assign this Lease. This Lease may not be assigned by Tenant without the prior written consent of Landlord, which consent may be withheld at the sole and absolute discretion of Landlord. In the event Tenant requests a sublease and Landlord consents, Tenant will pay a sublet fee of **\$500.00**. Tenant shall remain responsible for all rent due under the terms of this Agreement until a replacement Tenant has contracted, moved into, and assumed payments under a new agreement. At no time before, during or after the leased period shall Landlord be obligated to find a substitute Tenant for Tenant.

Tenant acknowledges that if there will be a roommate change, that any prospective Tenant must make application, pay any and all Application Fees, Reservation Fees and any other monies required by Landlord, be approved by the Landlord and sign a Lease Agreement. Tenant acknowledges that if there is a roommate change, the Security Deposit stays with the property and will not be refunded to the exiting Tenant.

The Tenant, or Roommate requesting to be released from their current lease will be required to pay a Roommate Change Fee of \$350.

### 3.10 RIGHTS UPON DEFAULT, RE-ENTRY

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Upon Tenant's failure to make any payment of rent when due, or upon Tenant's breach of any other terms, covenants, agreements, or conditions herein contained, or if Tenant abandons or vacates the Premises prior to the expiration of the Term, then Landlord, at its sole option may peacefully re-enter and repossess the Premises and remove and put out Tenant and Tenant's personal property in the manner allowed by Florida law. In the event of such re-entry and repossession by the Landlord, Tenant will be liable for all costs, fees and damages incurred by Landlord and such re-entry will not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease. After default, all unpaid rent will bear interest at the highest rate allowable under state law.

It is intended that Landlord's rights and remedies for Tenant's breach of this Lease will include but will not be limited to:

1. the right to cancel this Lease, reserving the right to collect any unpaid rents, charges and assessments for damages to the Premises; or
2. 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
3. the right to sublease and rent the Premises for the account of Tenant in which event the proceeds from subletting will be applied first, to the cost of subletting (including advertising and commissions); second, to the cost of repairing any damage to the Premise; and third, to the Tenant's rental obligations hereunder, with the Tenant and guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term.

The exercise of any one remedy will not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Florida law.

### 3.11 NON-LIABILITY OF LANDLORD FOR INJURY OR DAMAGE

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Landlord will not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord will not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of nature whatsoever. Landlord will not be liable for any such damage caused by other Tenants or persons in the Premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of private, public or quasi-public work. Landlord will not be liable for any latent defect in the Premises. All property of Tenant kept or stored on the Premises will be kept or stored at Tenant's own risk and Tenant will hold Landlord harmless from any and all claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier. Tenant acknowledges and agrees that Landlord and any of its parent corporations, subsidiaries, officers, directors, agents, representatives, employees, and attorneys, will not be personally liable under any of the terms and provisions of this Lease and in the event any action brought by Tenant or on behalf of Tenant against any such parties to enforce their rights or remedies pursuant to the terms and provision of this Lease, any award, judgment, settlement or other compensation ordered or resulting from such action or settlement will be limited to the value of the Premises.

Notwithstanding any term of provision herein to the contrary, the liability of Landlord for the performance of duties and obligations under this Lease is limited to Landlord's interest in the Premises, and neither Landlord nor its partners, shareholders, officers, agents, employees, directors, attorneys or other principals will have any personal liability under this Lease.

### 3.12 DESTRUCTION OF PREMISES

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If the premises are partially damaged or destroyed by fire or other casualty not attributed to the negligence or carelessness of Tenant or Tenant's guest or invitees, the Premises will be promptly restored and repaired by Landlord and any rent for the period that the Premises are untenantable will abate, unless Landlord provides Tenant with suitable alternative living space, in which event the rent due hereunder will not abate. If, however, the Premises are substantially destroyed, then this Lease may be terminated by either Landlord or Tenant, in which event the rent due hereunder will cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant will not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Tenant or the guests or invitees of Tenant, and Tenant will be charged for the cost of any repairs or cleanup attributable to Tenant's carelessness or negligence. In the event of fire or other casualty, the Tenant will immediately notify Landlord.

### 3.13 ANIMALS

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Tenant shall keep no domestic or other animals in, about, or on the Premises either temporarily or permanently unless specifically approved by Landlord at Landlord's full discretion. If Tenant is authorized to keep any animal in the leased premises it must be provided for in a separate written addendum and proper payment for authorization of animal must be received by Landlord prior to the animal being allowed on the Premises. Authorization must be individually obtained for each animal and does not carry over from one animal to another. If an animal has previously been authorized to be on the premises by written addendum, Landlord reserves the right to revoke authorization upon reasonable notice to Tenant upon which case the animal must be removed.

Tenant understands that prohibition of animals also applies to animals of Tenant's guests and/or unexpected visitors. If Landlord or agent of Landlord finds an animal on the premises, Tenant hereby agrees to pay a fee of **\$300.00** as liquidated damages and an additional fee of \$25.00 for each additional day animal remains on premises. This fee shall be applied in all cases, even those where Tenant is "keeping" the animal for a friend or the animal is just "visiting" with a guest or visitor of Tenant. If the animal remains on the premises for a period of seven days or more from the date first observed by Landlord, the Tenant's right to possession shall terminate and Tenant shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this Lease.

For animals allowed by the above paragraph, Tenant agrees to execute a separate Animal Addendum in such form as Landlord requires (See Attached Animal Addendum).

### 3.14 VEHICLES AND PARKING

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Tenant shall not keep or permit to be kept on the leased Premises any junk or inoperable vehicle, vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like, nor shall there be any repair or extraordinary maintenance of automobiles or other vehicles on the Premises. Landlord may remove, at Tenants' expense, any disabled or inoperable vehicles from the Premises.

Tenant acknowledges that some properties may have parking restrictions in place. Tenant agrees to park only in designated parking areas. **Parking on the grass or sidewalk is strictly prohibited.**

### 3.15 ILLEGALITY, PRIVACY AND NOISE

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Tenant shall respect his/her neighbors' privacy and shall ensure that neither Tenant, nor his/her invitees, shall engage in any conduct that is noisy, disturbing or annoying to his/her neighbors. Tenant shall ensure that neither Tenant, nor Tenant's invitees, shall interfere with the rights, comforts and conveniences of Tenant's neighbors. Tenant and his/her invitees shall, at all times while on the Leased Premises, obey all the Ordinances of the City and County, and laws of the State of Florida and the United States of America, and all applicable Condominium, Apartment, or Neighborhood rules. In the event that Tenant or his/her invitees violates this provision or any ordinance or law while on the Leased Premises, Tenant shall be in default of this Agreement, and Landlord may, at Landlord's option, terminate this Agreement, and pursue all other remedies under this Agreement or the law.

### 3.16 TOBACCO OR ILLICIT DRUGS

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The use or smoking of tobacco products or illicit drugs is strictly prohibited within or around the Premises. Tenant acknowledges that Tenant is responsible for any damage caused to the Premises due to the use or smoking of tobacco or illicit drugs, including but not limited to burns, stains, odors or discoloration.

For all multi-unit properties, smoking is prohibited indoors including all individual units and indoor amenities and facilities. Smoking is only allowed in designated smoking areas. "Smoking" shall include but not be limited to the use or smoking of tobacco products or illicit drugs. Tenant acknowledges that Premises are designated SMOKE FREE and agrees to abide by the following policy with regard to smoking:

- Smoking is **prohibited indoors**, including individual units and indoor amenities and facilities.
- Smoking is prohibited in all outdoor areas on the property. This community is 100% Smoke Free.

Tenant acknowledges that in addition to the provisions relating to smoking provided for in the Lease, Tenant, their household members, and guests will abide by the smoking restrictions. Tenant acknowledges that non-compliance with posted smoking prohibitions and this provision can constitute a material violation of the Lease and grounds for termination.

### 3.17 CRIMINAL ACTIVITY

Tenant, any member of the Tenant's household, or a guest, invitee or other person under the Tenant's control shall not engage in any criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. This specifically includes, but is not limited to: prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia, or any other breach of the Lease agreement that otherwise jeopardizes the safety or welfare of any persons.

Tenant, any member of the Tenant's household, or a guest, invitee or other person under the Tenant's control will not permit the dwelling unit, inside or out, to be used for, or to facilitate criminal activity, including drug-related criminal activity.

Tenant or member of the Tenant's household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

**A single violation of the provisions of this section shall be a material violation of the rental agreement and good cause for termination of tenancy without the opportunity to cure.** Unless otherwise provided by law, **proof of violation shall not require criminal conviction**, but shall be a preponderance of the evidence. Furthermore, Tenant is responsible for all activities of any member of the Tenant's household, a guest, invitee or other person under the Tenant's control happening on, near, or within sight of the rental Premises, Tenant's direct knowledge and/or involvement is not required.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. General Clauses

### 4.1 WAIVER

A waiver by Landlord to insist upon strict compliance with one or more covenants or promises of this Agreement or waiver of a breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

### 4.2 NOTICES

Tenant will, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or Certified Mail, Return Receipt Requested, to: 4421 NW 39th Avenue, Building 2, Suite 1, Gainesville, FL 32606 unless the Landlord gives Tenant written notice of a change. The failure of Tenant to make such notification in writing within the time prescribed will constitute a total and complete waiver of said objection and will not be alleged by Tenant as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, notice may be given by leaving a copy of the notice at the Premises.

### 4.3 FEES AND EXPENSES

If Tenant defaults in the performance of any term or covenant required under this Lease, the Landlord may immediately or at any time after the default and without notice to the Tenant, perform the obligation. The Landlord's expenses or obligation for the payment of money, including attorneys' fees, in instituting, prosecuting, or defending any action or proceeding including interest and costs, are additional rent and due and payable by Tenant to Landlord within three days following the presentation of a bill or statement to Tenant. If the lease term has expired at the time the Landlord makes these expenditures or incurs these obligations, the amounts are recoverable by the Landlord from the Tenant as damages.

In any action to enforce the terms of this Lease, the prevailing party will be entitled to recover its costs and expenses including, but not limited to attorney's fees and expenses, incurred in connection therewith whether or not legal action is instituted.

#### 4.4 ABANDONMENT

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If at any time during the term of this Lease, Tenant abandons the premises, Landlord may reenter the premises, by any means, without being liable for any prosecution, and without becoming liable to Tenant for damages or for any payment of any kind whatever. The Landlord may, as agent for Tenant, relet the premises for the whole or any part of the then expired term, and may receive and collect all rent payable by virtue of the reletting. The Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for the period realized by Landlord by means of the reletting.

In the absence of actual knowledge of abandonment, the Landlord may presume that the Tenant has abandoned the premises if Tenant is absent from the premises for a period of 15 days unless the rent is current or the Tenant has notified the Landlord in writing of an intended absence.

**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 shall not be liable or responsible for storage or disposition of the tenant's personal property. Tenant warrants that they will not allow any other person to store personal property on the premises.**

#### 4.5 MOLD

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Mold consists of naturally occurring microscopic organisms that reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

Tenant agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Landlord recommends that air conditioning is used at all times if unit has air conditioning.

Tenant Agrees to keep the premises clean and regularly dust, vacuum and mop; use hood vents when cooking, cleaning and dishwashing, keep closet doors ajar, avoid excessive amounts of indoor plants; use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture; use ceiling fans if present; water all indoor plants outdoors; wipe down any moisture and/or spillage; wipe down bathroom walls and fixtures after bathing/showering; wipe down any vanities/sink tops; avoid air drying dishes; not "hang-dry" clothes indoors; open blinds/curtains to allow light into premises; wipe down floors if any water spillage; hang shower curtains inside bathtub when showering; securely close shower doors if present; leave bathroom and shower doors open after use; use dryer if present for wet towels; use household cleaners on any hard surfaces; remove any moldy or rotting food; remove garbage regularly; wipe down any and all visible moisture; wipe down windows and sills if moisture present; inspect for leaks under sinks; check all washer hoses if applicable and regularly empty dehumidifier if used.

Tenant Shall report in writing visible or suspected mold; all a/c or heating problems or spillage; plant watering overflows; musty odors, shower/bath/sink/toilet overflows; leaky faucets, plumbing, animal urine accidents; discoloration of walls, baseboards, doors, window frames, ceiling; moldy clothing, refrigerator and a/c drip pan overflows; moisture dripping from or around any vents, a/c condenser lines; loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops, clothes dryer vent leaks and any and all moisture.

If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry and then, within 24 hours, apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover or Clorox Cleanup.

Landlord reserves the right to terminate the tenancy and Tenant agrees to vacate the premises in the event Landlord, in its sole judgment, feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenant or other persons and/or Tenant's actions or inactions are causing a condition which is conducive to mold growth.

Tenant can be held responsible for property damage to the dwelling and any health problems that may result from their failure to take reasonable measures to prevent the occurrence and spread of mold or mildew or failure to notify Landlord of any mold, mildew or moisture problems immediately in writing. Violation shall be deemed a material violation under the terms of the Lease. Tenant shall hold Landlord harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this section. Tenants agree to hold Landlord and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

#### 4.6 RADON GAS

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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 health department.

#### 4.7 LEAD PAINT DISCLOSURE

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Every purchaser or Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or Landlord of any interest in residential real estate is required to provide the buyers or Tenant with any information on lead-based paint hazards from risk assessments or inspection in the seller or Landlord's possession and notify the buyer or Tenant of any known lead-based paint hazards.

#### 4.8 LIENS

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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.

#### 4.9 SUBORDINATION OF LEASE AGREEMENT

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This Agreement shall be subject and subordinate to any mortgage, deed of trust or encumbrance placed on the Leased Premises now or at any time hereafter.

#### 4.10 MISREPRESENTATION BY TENANT

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In making the determination to execute this Agreement, the Landlord has relied on the representations made by the Tenant in their application to be truthful and complete. In the event it is determined the Tenant made an intentional misrepresentation of a material fact, the Landlord reserves the right to terminate this Lease agreement.

#### 4.11 ENTIRE AGREEMENT

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No oral agreements have been made, this Lease constitutes the entire agreement between the parties, and may not be modified, unless in writing and executed by the parties. Tenant agrees that all agreements relating to Lease are to be in writing and there are no verbal agreements.

#### 4.12 WAIVER OF JURY TRIAL

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Each party expressly waives jury trial in all actions, proceedings, or counterclaims brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this agreement including but not limited to any claims for injury or damage resulting from the rental of the subject Premises.

#### 4.13 MISCELLANEOUS

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1. Time is of the essence in the performance of each party's obligations under this Lease.
2. This Lease shall be binding upon the benefit of the heirs, personal representatives, successors and permitted assignees of the Landlord and Tenant, subject to the requirement specifically mentioned in this Lease.
3. Whenever used, the singular number shall include the plural or the singular, and the use of any gender shall include all appropriate genders.
4. Headers in this document are used only for purposes of convenience and have no binding effect.
5. A copy of this Lease, including electronic copies, shall be valid as the original and fully enforceable.
6. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
7. No agreements to accept or surrender the Premises from Tenant will be valid unless in writing and signed by the Landlord.
8. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the Tenant shall be determined pursuant to the laws of Florida.
9. The place for filing any suits or other proceedings with respect to this Lease shall be in Alachua County, Florida.
10. Landlord and Tenant will use good faith in performing their obligations under the Lease.

#### 4.14 DEPARTING PROCEDURES

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At the expiration of this Lease or any extension thereof, Tenant shall surrender the premises and turn in all keys and any other property owned by the Landlord, leaving the premises in good, clean condition (ordinary wear and tear excepted). Tenant agrees that the following charges will be assessed to the Security Deposit upon departure:

1. Actual cost of professional steam cleaning of all carpeted areas.
2. Actual cost of professional flea treatment for properties where Tenant had animals.

In order to maximize the possibility of a refund of the remaining balance of your Security Deposit, please adhere to the following guidelines:

1. Clean the Premises according to the **Cleaning Checklist** posted online at [www.rentgainesville.com](http://www.rentgainesville.com).
2. **Tenant will be responsible for removing nails or hangers from the wall, spackling holes with an acceptable material specifically designed for this use, and returning the walls to their original condition.**
3. Vacate the property by **12:00 noon** on the last day of this Lease.
4. Submit the **forwarding address** of the first person listed on this Lease in writing to Landlord.
5. Return all keys, garage remotes, parking decals, key fobs, etc.
6. Obtain a receipt from Union Properties as proof of the date and time item above were submitted.
7. Remove all personal items from the property. A charge of \$10.00 per bag will be assessed for any trash or personal items that remain at the Property.
8. Leave your utility account (GRU, Clay, etc.) turned on for **two business days** after the expiration of this Lease.

In the event Landlord is required to hire the services of a cleaning or maintenance company to fulfill your obligation under the Lease Agreement, a **\$50.00 Administrative Fee** will be assessed against the Security Deposit for the additional time involved in the inspection of the unit.

#### 4.15 ADDENDUMS TO RESIDENTIAL RENTAL AGREEMENT

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The parties acknowledge receipt of the following addendums to this Residential Lease, are attached hereto and incorporated into the terms of this Residential Lease Agreement. Tenants acknowledge they have read and accept the terms and conditions of these addendums:

- Attachment: Guarantor Form
- Attachment: Campus Properties Rules & Regulations
- Attachment: Landlord Points Addendum
- Attachment: Reserved Parking Space Rental Addendum
- Attachment: Animal Addendum
- Attachment: Lead Base Paint Disclosure
- Attachment: HOA/Condo Association Attachment

#### 4.16 A/C FILTERS

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**A/C FILTERS:** Tenant is not responsible for changing a/c filters. Landlord agrees to replace a/c filters on a regular schedule and will notify tenant via email of such scheduled maintenance. Tenant agrees to grant access to the unit for such maintenance.

#### 4.17 ADDITIONAL PROVISIONS

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**OTHER:** Tenant acknowledges that Union Properties of Gainesville, Inc. is acting on behalf of the Owner to rent the property and will not manage the property after the Tenant has moved in.

Tenant will receive an Estoppel Letter, indicating where their security deposit has been transferred. The Estoppel Letter must be signed and returned to Union Properties.

All future rents (after security deposit and first month's rent) shall be payable monthly to the Owner of the property by check or money order as detailed on the Estoppel Letter.

- OTHER:** Property is a sublease. No cosmetic improvements shall be made.
- OTHER:** Washer and dryer, if present, are not warrantied and will only be repaired at the option of the Landlord.

#### 4.18 READ THIS LEASE CAREFULLY BEFORE SIGNING

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**Tenant hereby acknowledges that he or she has read this Residential Lease Agreement including the Additional Provisions and all Addendums. Tenant acknowledges that this agreement is a legal document and is intended to be enforceable against Tenant and any Guarantor in accordance with its terms and conditions. Tenant should seek competent legal advice if any portion of this agreement or related documents is not clear or otherwise understood by Tenant.**

In witness whereof, we have hereunto set our hands and seals at Gainesville, Alachua County, Florida.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

# 5. Sign and Accept

## 5.1 READ THIS LEASE CAREFULLY BEFORE SIGNING

Tenant hereby acknowledges that he or she has read this Residential Lease Agreement including the Additional Provisions and all Addendums. Tenant acknowledges that this agreement is a legal document and is intended to be enforceable against Tenant and any Guarantor in accordance with its terms and conditions. Tenant should seek competent legal advice if any portion of this agreement or related documents is not clear or otherwise understood by Tenant.

In witness whereof, we have hereunto set our hands and seals at Gainesville, Alachua County, Florida.

X \_\_\_\_\_

Lessee

\_\_\_\_\_

Date Signed

X \_\_\_\_\_

Lessor

\_\_\_\_\_

Date Signed