

## SINGLE FAMILY RESIDENTIAL LEASE

Date of Lease Contract: **06/30/2015**  
(when lease is filled out)

**This is a legally binding document--Read carefully before signing.**

**TERMS AND PARTIES.** This is a lease (hereinafter "Lease") for a period of **12 months 0 days** (hereinafter "Lease Term") beginning on **07/01/2015** (hereinafter "move in") and ending on **06/30/2015** (hereinafter "vacate date"), between the Owner of the premises—*with Manager (below) executing on Owner's behalf*—and **Sample Tenant** (hereinafter "Tenant"- any singular reference to "Tenant" shall include singular and plural; male or female; and his or her heirs, estate, or legally appointed representative) for the single-family residence located at, **Sample Property, Pensacola FL 32526** (hereinafter "premises"). Upon Tenant's execution of this lease, Tenant is obligated and bound by all terms set herein, even if Tenant breaches lease before actual move-in.

**OCCUPANTS.** Other than the Tenant(s) (whose signatures are contained in this lease), the premises will only be occupied by the following occupants:

Occupant(s)	Age	Relationship to Tenant(s)
1.		
2.		
3.		

No other person will be allowed to reside on the premises and will not have any rights under this lease. If Tenant allows additional persons to reside in the premises without the express, written consent of the Owner, Tenant has breached the lease and will be subject to the fees provided in the "Guests/Occupants" provision below and Fee Addendum and possibly eviction.

**MANAGER AND AGENT OF OWNER.** **Waddell Realty LLC. d.b.a. Pensacola Home Rentals** (hereinafter "Manager") is **(1)** the lawful agent of the Owner pursuant to Florida Statute 83; **(2)** is authorized to act on behalf of the Owner under all terms of this lease, and **(3)** has all authority to act as the "Owner" under the terms of this lease. Tenant agrees that if Manager's agency is terminated, Manager will not be held liable for any of the Owner's or new agent's actions post-termination of Manager as Owner's agent. Change in Owner's use of agent does not, in any way, affect the validity of this lease, even if Manager signed/executed the lease as the agent and/or power of attorney of the Owner.

**NOTICES AND CORRESPONDENCE.** All **legal notices** shall be sent in writing and in compliance with Florida Statutes, chapter 83, part II—i.e., hand delivery or certified mail. All other correspondence may be sent via email, hand delivery, company website (if applicable) or standard mail. In no case are verbal notices sufficient. Tenant shall not send any notices, rent payments or correspondence to the Owner and shall not attempt to contact the owner unless the Owner is not represented by Manager or another agent.

**DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Owner/Manager is not responsible for the delay or for any liability, expenses, damages caused by such delay or lease termination. The lease will remain in force subject to this provision: **(1)** Owner/Manager will abate rent on a daily basis during delay and Owner/Manager shall have 7 days to cure any delay in occupancy; however, rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the premises; **(2)** if Owner/Manager is not able to cure said delay within 7 days, Tenant may terminate this lease upon 7 days written notice of said termination—no verbal termination will be valid; **(3)** if tenant properly terminates this lease, Tenant is entitled only to a refund of deposit(s) and any rent paid. The readiness date is considered to be the new move in date as set forth above for all purposes. This new date may not be moved to an earlier date unless Owner/Manager agrees.

### **RENT PAYMENT AND CHARGES.**

**a. Amount and Date.** Tenant agrees to pay the per annum base rent of **\$9,600.00** due during term] for the entire term of this lease, to be paid in equal monthly installments of **\$800.00** each month in advance and without demand, due on the **1st day of each month, no later than 5:00 pm** (the "Rental Installment Period"), and such will be late after the 5th day of same month.

**b. Added Rent.** All monies owed under this shall be deemed "rent" (e.g. late fees, notice fees, maintenance fees, inspection fees, reimbursements, etc.) and will be due on the 1st day of the month and considered late on the 5th day of the month (See Fee Addendum). Owner/Manager may add to Tenant's monthly installment payment for charges, including but not limited to, excessive use of utilities; insurance premium increases caused by the Tenant; cost of repairs when the Tenant fails to repair (See Fee Addendum).

**c. Type of Payment.** Tenant shall pay rent and all other charges under this lease only by valid check (first person checks), money order or certified check. Cash payments will not be accepted. In the event any check presented by Tenant is returned for insufficient funds or for any other reason without payment, Tenant shall pay a fee subject to the Fee Addendum. If Tenant presents a check that is returned without payment, then Owner/Manager may refuse to accept future payments from Tenant by check.

**d. First Payment/Prorated Rent.** Tenant agrees to pay prorated rent (which is for dates of **NA to NA**) in the sum of **\$0.00**, due at lease signing. Tenant shall pay full month's rent on the 1<sup>st</sup> day of the following month.

**e. Late Payments.** If Tenant does not pay each monthly installment in full on its due date, Tenant shall pay an initial late charge plus a late charge per day (See Fee Addendum) after that date until paid in full by certified/cashiers check. For every notice for non-payment of rent delivered, Tenant must pay a fee (See Fee Addendum). If Manager accepts any late payment(s), such acceptance shall in no way be deemed a waiver of Tenant's obligation to timely pay rent as provided in this lease.

f. **Fees.** Tenant agrees that the amounts any and all fees not directly provided herein are governed by the "Fee Addendum" and agrees to the imposition of said fees. All fees are in addition to and are above the rent payments owed.

g. **Order of Payment.** The order of payment from Tenant is as follows: (1) to outstanding balances owed (e.g. past due rent, late fees and charges); (2) to any fees owed (pursuant to the Fee Addendum), and (3) to current rent payment.

**SECURITY DEPOSIT ("Deposit").**

a. **Amount and Date.** On or before the execution of this Lease, Tenant shall deposit the base sum of **\$800.00** as security deposit for the faithful performance by Tenant (individually or for all Tenants) of the term and covenants of this Lease and/or for any monies and shall be subject to any lawful claims under Florida Statutes, chapter 83. Additional Deposit (If Applicable). Owner/Manager also requires an additional sum **\$0.00** as security deposit as a result of findings in application process.

b. **Transferred Premises.** This deposit shall not apply to "transferred" premises; in such an event, a new deposit will be required for the "transferred" premises. Tenant does not have the right to mandate any security deposit be applied to any other monies owed under this lease.

c. **Account of Security Deposit.** The deposit, if applicable, will be held in the following manner: in a separate Non-Interest bearing account for Tenant's benefit at **Servis 1<sup>st</sup> Bank** (bank), whose address is **316 S Baylen St. Suite 100, Pensacola, FL 32502**

d. **Return of Security Deposit.** If the Deposit or a portion thereof is returned, it shall be returned to the following person: (1) to undersigned Tenant if no other Tenants are named in this lease; or (2) in the event this lease is or becomes a multiple tenant lease, to each and every tenant remaining at the termination of this lease; or (3) if there is only one Tenant remaining in a multiple tenant lease, to the last remaining Tenant. Tenant agrees that if Manager is terminated, Manager will transfer the deposit to Owner or new agent for the proper disposition of the deposit when Tenant vacates the premises and that Tenant will hold harmless and indemnify Manager for any misappropriations of the deposit by Owner or new agent.

e. **Claiming Security Deposit.** Upon Tenant's vacating the premises, the Owner/Manager shall have 15 days to return the security deposit, or if the Owner/Manager intends to make a claim on the security deposit, the Owner/Manager shall have 30 days to give Tenant written notice to Tenant's last known mailing address of (1) his or her intention to impose a claim on the deposit, (2) the reason for imposing the claim, and (3) the amount claimed. The notice shall contain a statement in substantially the following form: *This is a notice of my intention to impose a claim for damages in the amount of \$(amount) upon your security deposit, due to Owner/Manager. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (Manager's address).* Owner/Manager's notice requirement is subject to Tenant's compliance with FS 83.49(5): if Tenant vacates or abandons the premises prior to the expiration of the term specified in the lease, Tenant shall give at least 7 days' written notice by certified mail or personal delivery to Owner/Manager prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached.

f. **Tenant's Right to Object to Deposit Claim.** Unless Tenant objects in writing via certified mail to the imposition of the claim within 15 days after receipt of the notice of intention to impose a claim or if said claim is returned "unclaimed," Owner/Manager may deduct the amount of his or her claim and shall remit the balance of the deposit to Tenant within 30 days after the date of the notice of intention to impose a claim for damages.

g. **Multiple Tenants (if applicable).** In the event this lease includes multiple tenants, then each Tenant agrees to the following: (1) each Tenant is jointly and severally liable for all lease obligations; (2) any notice sent to one Tenant constitutes notice to all Tenants; (3) in an eviction suit, each resident is considered the agent of all other residents for service of process; (4) in the event a Tenant cancels his or her tenancy or vacates or abandons the premises ("leaves"), said Tenant agrees that Owner/Manager may retain the entirety of the security deposit until the natural termination of the lease or until the last remaining Tenant vacates the premises upon termination of the lease and that Owner/Manager may make any lawful claims against the security deposit pursuant to FS 83.49. Any Tenant who vacates the premises early also waives any notice requirements under FS 83.49; (5) to hold harmless and indemnify Owner/Manager of all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from making payable to and/or transferring the security deposit in any manner prescribed in this lease.

h. **"Vacate Date."** If Tenant vacates the premises before the vacate date as provided herein, the "vacate date" shall be treated as follows: (1) by an agreed upon vacate date between Tenant and Owner/Manager, whether oral or in writing; (2) by the date of execution of writ of possession if tenant is evicted; (3) by the date the tenant "surrenders" the premises; (4) by the date the Owner/Manager is legally able to terminate the lease pursuant to "abandonment" of Florida Statutes 83.

**VEHICLES.** Tenant may park on areas of concrete/asphalt only. Vehicles must be currently licensed, owned by Tenant, registered, operational and properly parked. Tenant agrees to abide by all parking rules established now or in the future by Owner/Manager or condo/homeowner's association's rules. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Owner/Manager's consent in writing. Tenant is not to repair or disassemble any vehicle on premises. Vehicles not meeting the above requirements and additional rules of Owner/Manager are unauthorized vehicles and are subject to being towed at Tenant's expense. Tenant agrees to indemnify Owner/Manager for any expenses incurred due to the towing of said vehicles, whether belonging to the Tenant, guest, invitee or family. In addition to the vehicles listed in Tenant's *Application for Residential Tenancy*, Tenant agrees that only the following vehicle(s) (if any) will be located on the premises and are the only vehicles belonging to Tenant, family or occupant:

Vehicle (make, model, year)	Owner	V.I.N.
1.		
2.		

**UTILITIES.** Owner will provide NO utilities, unless checked below:

water     sewer     gas     electricity     master antenna     trash     cable TV     yard maintenance

Tenant shall pay for all other utilities. Tenant shall initiate and/or maintain all utilities in his or her name and shall pay all charges for hook-up, connection, deposits and utilities during his or her lease term (including filters for the air conditioning). If Tenant fails to place utilities in his or her name—and any utility is still in the Owner's name at the time the Tenant takes occupancy—Owner/Manager may order such utilities terminated, and any charges for any portion of time of occupancy by Tenant shall be due immediately as additional rent. Failure to place utilities in Tenant's name more than 15 days after occupancy shall constitute a material breach of this lease. Utilities may be used for normal household purposes and must not be wasted. If electricity is ever interrupted, Tenant must use only battery-operated lighting. Owner/Manager makes no representations or promises concerning the cost of utilities in any given month or season.

**INSURANCE.** The Tenant shall procure and carry public liability insurance in the sum of not less than \$300,000 for injury to any one person, and the sum of not less than \$300,000 for any injury to more than one person in one accident. And said insurance shall also contain a provision for not less than \$300,000 property damage. Such insurance shall name the Owner and Manager as "additional insured" and shall indemnify the Owner, Manager and Tenant against any loss or claim for damages. If a pet is allowed, Tenant shall carry no less than \$300,000 (any other provision notwithstanding) and must notify insurance company of such pet(s).

**USE OF THE PREMISES.**

**a. Definition(s).** "Tenant" shall include Tenant's guests, invitees, family and any other person occupying the premises with or without Tenant's knowledge and with or without Tenant's permission.

**b. General Use.** Tenant shall use the Premises only for residential purposes. If commercial activity is allowed by Owner/Manager, it shall only be allowed pursuant to "Home Based Business Addendum." Tenant shall (1) comply with all obligations imposed upon Tenants by applicable provisions of building, housing and health codes; (2) keep that part of the premises which he or she occupies and uses clean and sanitary; (3) remove from the Tenant's dwelling unit all garbage in a clean and sanitary manner; (4) keep all plumbing fixtures in the dwelling unit or used by the Tenant clean and sanitary and in repair (Owner/Manager is not responsible for "plumbing blockages" where caused by tenant); (5) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances and as such is intended; (6) conduct him or herself (and require other persons on the premises with his or her consent to conduct themselves) in a manner that does not unreasonably disturb the Tenant's neighbors or constitute a breach of the peace; and (7) return the premises in its original condition.

**c. Prohibited Conduct.** Tenant shall not: (1) create any nuisances or any environmental or health hazards on or about the Premises; (2) destroy, deface, damage, impair, or remove any part of the Premises belonging to Owner (both real and personal property), nor permit any person to do so; (3) disturb the quiet use and enjoyment of his or her neighbors; (4) discharge any firearm in or around the premises; (5) tamper with utilities or telecommunications; (6) smoke in the premises at any time and if conducted outside, must be done at least 15 feet away from the premises; (7) attach anything to the ceilings--Tenant will only be allowed to use small hanging nails to hang decorations on the walls, with no more than 6 nails per wall; (8) prevent Owner/Manager's access to the premises by any means, including, but not limited to, changing the locks or using any bootlock or similar device; (9) commit or permit illegal activities conducted on premises; (10) keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Owner/Manager's written consent; (11) display any offensive or objectionable signage on the premises;

**d. Flotation Bedding.** Any flotation bedding system that violates applicable building codes is prohibited. In the event the Tenant does have a flotation bedding system in the premises, Tenant shall be required to carry flotation insurance in the amount of not less than \$15,000 and shall name the Owner and Manager as an additional insured. This insurance is in addition to the insurance requirement(s) stated herein.

**e. Alterations/Modifications.** Tenant may not make any alterations or improvements to the premises, including but not limited to, altering or applying paint on walls/ceilings, wall-papering walls/ceilings, flooring, etc, unless otherwise agreed upon in writing by Owner/Manager. Any fixtures attached to the house during the lease term shall become property of the Owner.

**f. Pets/Animals.** The conditions and admittance of pets on the premises shall be allowed only by the Animal Addendum to this lease. If no Animal Addendum is entered into, no pets will be allowed.

**g. Guests/Occupants.** Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 10 consecutive nights in any calendar year or 24 non-consecutive nights in any calendar year. If a guest or occupant stays more than said days in any calendar year, Tenant shall pay a fee (See Fee Addendum). No Occupant has any authority to make any claim(s) of right under this lease whatsoever, including but not limited to, request for repairs, maintenance, renewals, addendums, amendments, payment, "lock-out" remedy requests, etc. Any occupant visiting the premises is bound to follow all terms of this lease and addendums, and it is the responsibility of the Tenant to ensure that he or she has and is complying.

**h. Criminal Activity/Civil Forfeiture.** Owner/Manager may immediately terminate lease without notice to the Tenant subject to the Drug/Crime Free Addendum and/or this lease.

**i. Additional Tenants.** No Tenant is allowed to be added to this lease unless approved by Owner/Manager and agreed upon in writing. Tenant is subject to Unauthorized Occupant Fees (see Fee Addendum) for violation of this provision.

**j. Transfer of Unit/Residence.** Tenant shall not be allowed to transfer this lease to another premises for any reason, unless agreed upon in writing or unless it is necessary, in discretion of Owner/Manager, due to the condition of the premises.

**k. Equipment & Amenities.** Tenant agrees: (1) no trampolines, athletic equipment, recreational equipment, or any items or activities that can cause interference with or affect the insurance coverage on the premises will be permitted; (2) to cease any activity and/or remove any items that causes interference with or affects the insurance coverage on the premises immediately upon notice; and (3) Tenant will not permit any Equipment or Amenity to be placed on the premises without prior written consent of Owner/Manager.

**I. Propane/Gas Utility.** No gas (propane or any other flammable gas or liquid) grill or tank or tanks containing any flammable gas or liquid shall be used or stored inside any attachment to structure on the premises. Said utilities must be stored outside any attached structure.

**CONDITION AND MAINTENANCE OF THE PREMISES.**

**a. Certification of "Habitable" Condition of Premises.** Owner warrants that the premises are fit for human habitation and will remain fit—meaning that the premises will be free from any dangerous or unlivable conditions. However, Owner does not make any implied warranties concerning the premises. Tenant accepts the premises, fixtures (and furniture/appliances if applicable) "AS IS."

**b. Tenant's General Required Maintenance.** Tenant will comply with the "General Use" provision above using due diligence, in accordance with FS 83.52. Tenant shall keep and maintain the A/C filters and drain line(s), extermination, locks/keys, screening, and smoke alarm(s) and shall heed "freeze warnings." Tenant must turn pool pumps on (if any) and must drain the well pump (if any) and must turn inside faucets on at a low drip during such times.

**c. Owner's Expressed Altering of "Obligations."** If the premises is a single-family dwelling home or a duplex, Owner/Manager hereby expressly alters his or her responsibility under FS 83.51 and is not responsible for the following: (1) any smoke alarms—if Tenant desires smoke alarms, he or she is solely responsible for installing and/or maintaining said smoke alarms (i.e. testing batteries, replacing batteries, replacing detector, etc.); (2) Extermination of any non-wood destroying types of natural "pests" (i.e. rats, insect)—**except that Owner/Manager IS responsible for such extermination within 7 days after move in and is responsible to exterminate wood-destroying pests;** (3) Locks and keys maintenance; (4) Cable and Telephone Jacks; (5) Air Conditioner filters and Air Conditioner drain lines; (6) Washer and Dryer; (7) fire extinguishers.

**d. Owner's Obligations.** Owner agrees to (1) initially provide the Tenant with working keys and locks upon Tenant move-in; however, any maintenance requirements are the sole responsibility of the Tenant; (2) pay for expenses necessary to keep in reasonable order the heating and A/C, water heater, range, oven, built-in microwave, dishwasher, electrical system, roof and any major structural parts; (3) keep the premises in compliance with Florida's warranty of habitability. However, Owner/Manager is not responsible to repair and/or expend any costs for items and/or damages caused by Tenant, occupant, guest, family, or invitee: such is the responsibility of the Tenant.

**e. Notice of Defect.** Tenant shall send Owner/Manager notice of any safety, maintenance need, maintenance performed or repair *immediately*. In cases of fire, smoke, gas, explosion, crime in progress (call 911 first), overflowing sewage, uncontrollable running water, electrical shorts, Tenant shall notify Manager *immediately* by phone (and shall follow up in writing). Owner/Manager's written notes on Tenant's oral request do not constitute a written request. Owner/Manager's complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this lease. Tenant must promptly notify Owner/Manager in writing of: water leaks; electrical problems; malfunctioning lights; other conditions that pose a hazard to property, health or safety; and/or any continuing minor or major problem. Owner/Manager may change or install utility lines or equipment serving the premises if the work is done reasonably without substantially increasing Tenant's utility costs. Owner/Manager may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, Tenant must notify Owner/Manager as soon as possible. Owner/Manager will act with customary diligence to make repairs and reconnections. Tenant is not entitled to any offset of rent for monies expended by Tenant on or for the premises.

**f. Mold.** Owner/Manager may terminate this lease subject to the Mold Addendum Agreement.

**g. Appliances.** Tenant agrees to properly and safely use any appliances that are provided on the premises (if any), as well as any appliances provided by the Tenant. Tenant shall immediately notify Owner/Manager of any dangerous or defective conditions created by or relating to any appliances on the premises. Tenant shall not perform any repairs on any appliances owned by the Owner, unless otherwise agreed upon in writing; however, Tenant is still responsible to comply with the Mitigation provision of the lease. Any appliances supplied by Owner/Manager shall be the responsibility of the Owner/Manager to replace and/or repair, with the following exceptions: (1) any damage or defection caused by Tenant, guest, invitee, family or occupant shall be the sole liability and responsibility of Tenant; (2) Refrigerators, Clothes Washer and Dryer are not considered and do not constitute a right of the Tenant under this lease and such are subject to removal by Owner/Manager upon his or her discretion at any time without notice to Tenant—in such event, Tenant shall hold harmless, indemnify or reimburse Owner/Manager for any such removal of said appliances.

**h. Yard/Shrubs/Grass.** Tenant shall, at his or her sole cost and expense, routinely and reasonably keep and maintain (1) the premises in good and sanitary condition, including, but not limited to, mowing, raking, watering, and fertilizing the lawn, and pruning, watering and fertilizing trees and shrubs within the boundaries of the property lines; (2) all drives, walks and streets edged and clean by removing dirt and debris; and (3) the premises free from any and all dangerous conditions, whether patent (open and obvious) or latent (not open and obvious). This provision shall apply unless this lease or addendum specifically provides for an alteration of this provision.

**FURNITURE AND APPLIANCES.** The premises will be unfurnished. The premises will include the following appliances (if checked) (See "Appliances" provision herein):

stove/oven    refrigerator    dishwasher    ceiling fans, blinds    other: \_\_\_\_\_

**DAMAGES**

**a. Waiver of Liability on Tenant's Property.** In the event of default or abandonment, there are no rights of storage. 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 SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**b. Risk of Loss.** Owner/Manager shall not be liable or responsible for or from: (1) any condition created or caused by the negligent or wrongful act or omission of Tenant, Tenant's family, guest, or invitee; (2) any damage or injury by water, which may be sustained by the Tenant or other person; (3) for any other damage or injury resulting from the normal use of the Tenant or others on the premises; (4) carelessness, negligence, or improper conduct on the part of any other Tenant or agents, or employees; (5) any breakage, leakage, or obstruction of the water, sewer or soil pipes or other leakage in or about the said

building, including its roof; or (6) any other "Act of God;" (6) any loss or damage to perishable items stored in refrigeration appliance(s) in the event said appliance(s) malfunction in any way.

**c. Reimbursement.** For any loss, damage, fines, or cost of repairs that are not the fault of Owner/Manager but that are the fault of the Tenant, guest, invitee, or family of the Tenant, Tenant shall immediately reimburse Owner/Manager for any expenses incurred as a result. Said amount shall be "additional rent."

**d. Minor Repairs and Cosmetic Repairs.** All "minor repairs" not related to the warranty of habitability shall be paid by the Tenant, which is subject to Minor Repairs Addendum. Tenant is not entitled to an offset of rent for any expenditure by Tenant on or for the premises.

**e. Owner's Right to Terminate Lease for Major Repair.** In the event a major repair must be made to the premises, to no fault of the Owner/Manager, and Tenant's vacating the premises is necessary, Owner/Manager may terminate this agreement upon 7 days notice, and Tenant agrees to vacate the premises holding Owner/Manager harmless for any damages suffered, if any. "Major repair" shall be presumed if (1) Tenant must or does vacate the premises for 7 days or more to accommodate the repair work and (2) Tenant is not able to remain or should not remain in the premises due to major health problems caused by the condition of the premises or (3) Tenant sends proper notice concerning the noncompliance and Owner/Manager makes reasonable attempts to cure the noncompliance but is unable to. However, Owner/Manager may immediately terminate the lease without notice if the Tenant's presence in the premises is dangerous, unsafe, or hazardous to his or her health or safety.

**f. 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 Owner/Manager deems it necessary that Tenant vacate the premises for repairs to the premises, Owner/Manager may immediately terminate this lease. If such an event occurs, Owner/Manager shall (if Tenant is not in default) waive any further rent under the terms of the lease. If such an event occurs, Tenant waives all claims against Owner/Manager for any damages suffered by such condemnation, damage, destruction or lease termination.

**g. Damages for Early Vacate.** If Tenant (1) vacates without paying rent in full for the entire lease term or renewal period, (2) vacates at Owner/Manager's demand because of Tenant default, or (3) is judicially evicted, Tenant will be liable for all rent owed at the time and as it becomes due under the terms of this lease until the Owner/Manager is able to re-rent, but if Owner/Manager is not able to reasonably re-rent for the same amount (under this lease) or chooses to "sit by and do nothing," Tenant will be liable for the entire monthly rental installment or the difference thereof, according to FS 83.595. If (i) Tenant vacates as such or fails to move in at all, (ii) Owner/Manager decides to re-lease the premises on Tenant's account, and (iii) Manager markets the premises to re-lease, Tenant shall pay a Re-lease Commission Fee, subject to the Fee Addendum, to market and re-lease the premises.

**h. Mitigation.** In the event that the Tenant is reasonably able to mitigate any damages (actual or foreseeable) to the premises and/or to his or her personal property, Tenant shall make all reasonable attempts to protect, reduce, diminish any occurring damages or any conditions that the Tenant knew or should have known would have imminently caused damages to the premises and/or to his or her personal property.

**i. Indemnification.** Tenant shall hold harmless, pay and protect and indemnify Owner/Manager for any and all damages, losses, injuries, liabilities, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (1) any injury to, or the death of, any person, or any damage to the property or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways; (2) Tenant's violation of any agreement or condition hereof; (3) violation by any contractor, subcontractor, tenant, sublessees, occupants, guests or family of the lease, of any contract or agreement to which Owner/Manager is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the property or any part thereof, or the ownership, occupancy, or use thereof; (4) losses suffered by Tenant as a result of conditions of the premises out of control of Owner/Manager; Tenant's refusal or failure to pay rent, carry required insurance or otherwise comply with the terms and conditions of any lease affecting the Premises or persons or property thereon; or from the misconduct, tortious acts or negligence of any tenant, contractor, subcontractor, sublessees, occupants, guests or family.

**j. Tenant Liable for Damages.** Tenant shall be responsible for any and all actual damages to the premises caused by the Tenant, occupants, family, guests, invitees or any permission on the premises with Tenant's permission.

**DEFAULT.** Any breach of this lease (whether expressly stated herein or not) shall constitute a default by Tenant. If the Tenant fails to comply with this lease, or reasonable rules of regulations, the Owner/Manager may exercise the following rights:

**a) Non-curable Noncompliance.** If such noncompliance is of a nature that the Tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by Owner/Manager of a similar violation, deliver a written notice to the Tenant specifying the noncompliance and Owner/Manager's intent to terminate the lease by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of Owner's or other Tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, Owner/Manager may terminate the lease, and the Tenant shall have 7 days from the date that the notice is delivered to vacate the premises.

**b) Curable Noncompliance.** If such noncompliance is of a nature that the Tenant should be given an opportunity to cure it, deliver a written notice to the Tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, Owner/Manager shall terminate the lease by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary.

**c) Failure to Pay.** If the Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday and Sunday, and "legal holidays," after delivery of written demand by Owner/Manager for payment of the rent or possession of the premises, Owner/Manager may terminate the lease. Said notice shall state that: (1) Tenant has failed to pay rent, (2) the full amount owed, and (3) if Tenant does not pay full payment within 3 days, Tenant must vacate premises.

**d) Termination of Lease.** Owner/Manager may terminate this lease upon any breach or default of this lease and/or addendums and evict Tenant.

**e) "Surrender" of Premises.** Tenant is deemed to have surrendered the premises pursuant FS 83.60(3)(b), allowing Owner/Manager to terminate Tenant's lease and repossess the premises for purposes of mitigating the damages caused by Tenant's surrender, including (but not limited to) when Tenant **(1)** turns in the keys to the Owner/Manager with the intent to vacate the premises, or **(2)** executes and delivers a notice/agreement that Tenant has vacated premises and is surrendering possession prior to the natural expiration of the lease. **CAVEAT:** By expressed intent to Tenant, Owner/Manager has discretion not to accept such surrender of the premises, and re-entry shall not be deemed as acceptance of surrender. If this lease is or becomes a multiple tenant lease, the act(s) of "surrender" must be performed by or with expressed (either verbally or in writing) consent of each tenant.

**OTHER TERMINATION EVENTS.** In the event that any governmental authority orders the premises to be altered, either party may terminate this lease and shall not be held liable for any resulting damages. In the event of a mortgage of the premises by Owner; or the bankruptcy or insolvency, or making of an assignment for the benefit of creditors on the part of the Tenant; a judgment or order of foreclosure; or the issuance of an execution or similar process against the Tenant, this lease may be terminated by either party and shall not be held liable for any resulting damages. In the event the premises are "condemned" as defined by a local, state or federal governmental agency, this lease shall terminate and neither party shall be liable for resulting damages. This lease will be terminated automatically if the Tenant has deceived, lied, or defrauded Owner/Manager in any way concerning any material aspect of this tenancy, including but not limited to, application process or lease provisions.

**NATURAL DISASTERS.** Tenant is responsible to protect, secure and prepare for any and all natural disasters affecting geographical area of Escambia County, FL, with regard to the premises, personal property and persons. If Tenant attempts to protect the premises (e.g. by boarding and/or taping windows, etc), Tenant is responsible to ensure that such is reasonably and professionally done so as not to cause damage to the premises and shall reimburse Owner/Manager if Tenant does cause damage. If the premises are damaged by a disaster, the "Damage" sections herein apply. Items damaged that are not under the "warranty of habitability" are the responsibility of Tenant. Tenant is responsible to perform clean-up tasks after such disasters (e.g. fallen branches, leaves, small trees, etc.), except that Owner/Manager shall be responsible to remove any large trees (larger than 20 feet) damaged by a disaster (unless otherwise agreed). Owner/Manager's responsibilities contained in this provision will be performed in a reasonable manner and time, considering the circumstances at the time. The lease is subject to termination as provided by Florida law and/or the lease.

**WAIVER OF RIGHTS.** If the Tenant pays rent with actual knowledge of a noncompliance by Owner/Manager or accepts performance by Owner/Manager of any other provision of the lease that is at variance with its provisions, Tenant waives his or her right to terminate the lease or to bring a civil action for that noncompliance.

**ACCESS TO PREMISES.** **1.** Owner/Manager may enter the Premises in the following circumstances: **(a)** at any time for the protection or preservation of the Premises (i.e. emergencies); **(b)** after reasonable notice (not less than 12 hours and between 7:30 am to 8:00pm), by telephone, hand delivery or posting notice, to Tenant for the purpose of inspecting, repairing or appraising the premises; **(c)** to inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual Manager-approved purchasers, appraisers, surveyors, mortgagees, tenants, workers, contractors, subcontractors, or the like; **(d)** with Tenant's consent; **(e)** when Tenant unreasonably withholds consent; **(f)** in cases where there is a condition or circumstance in the premises that is substantially interfering with a neighbor's quiet enjoyment of their residence and the Tenant or resident is not available to cure the interference, or **(g)** if Tenant is absent from the Premises for a period of at least one-half of Rental Installment Period. **2.** No other party may use or request Owner/Manager for purposes of gaining access to the premises without prior written approval by Tenant, other than the Tenant and the occupants listed herein.

**VACATE NOTICE.** This lease will **not** automatically renew upon the natural expiration of the lease. Tenant is required to leave the premises no later than "vacate date," unless otherwise agreed in writing. Tenant must give Owner/Manager a written "Notice of Intent to Vacate" no later than 30 days before vacating premises at the natural expiration of the lease. Failure to deliver said notice before vacating will result in Tenant be liable to pay liquidated damages pursuant to FS 83.575 (See Fee Addendum). Tenant does not have a right to legally terminate the lease with said "Intent to Vacate Notice" prior to the natural expiration of this lease. If Tenant vacates premises in default before the natural expiration of lease without surrendering the premises and the Manager accepting such surrender, the "vacate date" shall be the date of execution of writ of possession by the County Sheriff's Office.

**HOLDOVER.** If Tenant remains in the premises upon the natural expiration of the lease without permission of Owner/Manager, Tenant will be liable for double the rent for each month the Tenant remains in the premises, pursuant to FS 83.58. If Tenant remains as a "holdover," Tenant's obligations under this lease remain in force.

**VACATE PROCEDURES.** The vacate date cannot be changed unless Tenant and Owner/Manager agree in writing, and Tenant will not stay beyond the vacate date. All residents, guests, and occupants must vacate the premises no later than the vacate date. Before vacate date and Tenant vacating, Tenant shall reasonably and thoroughly clean the premises, including the following: *floors, fireplace, doors, windows, window seals/ledges, base boards, walls, ceiling fans, blinds, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms.* At Tenant's vacating, Tenant comply with the *Housekeeping Addendum* (if attached hereto) and shall **(1)** peaceably surrender the premises by turning in all keys and remotes and any other property owned by Owner; **(2)** leave the premises in a good, clean condition; **(3)** have all carpets cleaned by a licensed and bonded professional and provide Owner/Manager with a receipt of the same: failure to do so shall result in Tenant paying a *Carpet Cleaning Fee* for such service (See Fee Addendum); **(4)** leave the power and water utilities **ON** no less than 4 days from "vacate date": violation of this provision subject Tenant to pay a fee (See Fee Addendum); **(5)** physically return all keys to Owner/Manager no later than vacate date: if all keys are not returned before vacate date to Owner/Manager, Tenant shall pay a *Failure to Return Key Fee* (See Fee Addendum). **If Tenant fails to comply with vacate procedures and as a result, Owner/Manager is delayed from placing the premises back on the market for rental, Tenant shall pay an amount equal to the pro-rated rental amount of the**

premises for each day that the premises are delayed such. Owner/Manager shall make due diligent efforts to get the property in rental-market condition. This provision applies even if Tenant is vacating the premises prior to the natural expiration of this lease.

**RENEWAL/EXTENSION.** This Lease may be renewed or extended only by a written agreement signed by both Owner/Manager and Tenant. Renewal or Extension is not an absolute right of the Tenant. If Owner/Manager refuses to make an offer to renew/extend, then the Tenant shall vacate no later than the vacate date; and if the Tenant does not vacate, he or she will be considered a "holdover" (see holdover provision herein). If an offer to renew is made, Owner/Manager may withdraw said offer to renew anytime before Owner/Manager executes the new, written agreement. In the event Owner/Manager consents in writing to Tenant remaining in premises after the natural expiration of this lease and no written agreement is entered into, Tenant's tenancy will become "month to month."

**RELEASE OF RESIDENT.** Unless Tenant is entitled to terminate this lease under the terms of this lease or Florida Statute, Tenant will not be released from this lease for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or bad health.

**MILITARY TRANSFER.** Owner/Manager will honor Tenant's written notice of a military transfer if Tenant complies with FS 83.682. If this is a multiple-tenant lease, all tenants agree that if a tenant receives an order to transfer as qualified in FS 83.682, only the tenant receiving said order may be released from this lease as described in said statute—all other tenants shall remain bound to this lease.

**SIGN "FOR RENT"/"FOR SALE".** No sooner than 60 days prior to the termination of the lease, Owner/Manager may place a "For Rent" or "For Sale" sign in a conspicuous place on the premises. Tenant shall not interfere with, destroy or damage said sign.

**DISPUTES AND LITIGATION.** In the event of a dispute concerning the security deposit and tenancy created by this agreement, Tenant agrees to hold Manager, its heirs, employees and assigns harmless and shall look solely to Owner in the event of a legal dispute.

**DISCLOSURE RIGHTS.** If a lawful agent requests information on any Tenant's rental history for law-enforcement or governmental purposes, Tenant consents to the providing such information. With exception to information protected by the Federal Fair Credit Reporting Act, Owner/Manager and each tenant, guarantor, or co-signor of this lease or its addendums shall be entitled to any information regarding the other tenant, guarantor, or co-signor that the Owner/Manager has in his or her control upon request.

**LIENS.** The interest of Owner in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. This exculpation is made with express reference to FS 713.10. Owner/Manager and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises and no improvements to be made by Tenant to the Premises constitute "the pith of the lease" as provided in applicable Florida law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under FS 713.24, within 10 days after notice to Tenant. Furthermore, Tenant shall indemnify, defend, and save Owner/Manager harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Owner/Manager as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Owner in the Premises shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant.

**ASSIGNMENT AND SUBLEASING.** Tenant **may not** assign the Lease or sublease all or any part of the Premises. If Tenant violates this provision, Tenant shall pay a fee as liquidated damages for such violation (See Fee Addendum).

**DECEASED TENANT.** Owner/Manager may terminate this lease and recover possession of the premises pursuant to FS 83.59(3)(d). Tenant's estate will be liable for the months' rent that Owner/Manager is not able to re-lease the premises upon good faith attempts to re-lease. Owner/Manager shall not be obligated to release Tenant's property to anyone other than a court-appointed personal representative of the Tenant, but in the event no estate has been opened, Tenant hereby designates that Mr. , whose relation to the Tenant is and whose address is , shall be appointed to accept any personal property of whatever kind from Owner/Manager after 60 days has expired as prescribed in said statute. Owner/Manager is under no responsibility to contact such person regarding disposition of Tenant's property and Tenant agrees to indemnify and hold harmless the Owner/Manager of any good faith actions of disposing personal property of Tenant. If Tenant becomes deceased and his or her estate fails to timely pay rent pursuant to this lease, Owner/Manager may proceed to obtain a final order of possession for nonpayment of rent.

**APPROVAL CONTINGENCY.** The Lease is conditioned upon approval of Tenant by any association that governs the Premises (if any).

**HOMEOWNERS/CONDOMINIUM ASSOCIATION RULES.** Tenant agrees to follow any and all Homeowners Association Rules, By-Laws and Regulations (if any) with regard to the use and maintenance of the premises, and it is the responsibility of the Tenant to acquire any and all applicable rules and regulations regarding the premises. Tenant shall not be responsible for any normal or special fees or dues assessed by any Homeowner's Association unless the Tenant's conduct, actions or use of the premises is the cause of said fees or dues being assessed. Tenant shall not have the right to vote on behalf of or in proxy for the Owner/Manager in any owner association meetings, without prior written consent.

**ENTIRETY CLAUSE.** This lease, exhibits, and attachments set forth the entire agreement between Owner/Manager and Tenant concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this agreement must be in writing. If Tenant entered this lease upon reliance of certain oral representations or understandings,

Tenant hereby waives any reliance of such representations or understandings as being "material facts" to Tenant's executing this lease. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this agreement shall be in effect.

**ERROR/OMISSIONS.** In the event there is any typographical error or omission in the lease or any addendums that is an obvious typographical error, given the terms of the lease and addendums, and that does not materially affect the terms of the lease, Manager shall have the right to correct such error or omissions and the Tenant shall re-execute said document(s) and shall hold Manager harmless for any such error or omissions.

**ATTORNEY'S FEES.** If a party to the lease employs an attorney due to a violation of the terms and condition's of this lease, said party shall be responsible for all costs and reasonable attorney's fees as incurred by the said party whether or not suit is filed. Each party waives his or her right to demand a jury trial concerning any litigation between the parties.

**CONFLICTING INFORMATION.** In the event the tenant ever receives information or instructions that is inconsistent with the lease or its addendums, the terms of the lease and addendums shall apply and do not waive or relieve the tenant from his or her obligation to follow the terms of the lease or addendums.

**MISCELLANEOUS.** **a.** Time is of the essence of the Lease. **b.** The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Owner/Manager and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders. **c.** No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Owner/Manager. **d. Laws.** All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall determined pursuant to the laws of Florida. **e. Choice of Forum.** The choice of forum for filing any suits or other proceedings with respect to the Lease shall be in the county in which the premises reside. **f. Good Faith.** Owner/Manager and Tenant will use good faith in performing their obligations under the Lease. **g. Radon Gas.** As required by law, Owner/Manager makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **h. Lead-Base Disclosure.** If the premises were built prior to 1978, the Tenant acknowledges by signing this agreement that he or she has received a lead-base disclosure form and booklet from Owner/Manager. **i. Waiver.** Any waiver of any provision or right or obligation in this lease may only be waived in writing signed by all parties. **j. Subordination.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the premises from time to time. **k. Mortgage Verification.** Tenant shall be charged a fee, subject to the Fee Addendum, for any mortgage verification requests by Tenant, occupant, family, or agent of Tenant. **l.** Tenant shall immediately notify Owner/Manager of any legal notices delivered to tenant or at premises by third parties.

**ORIGINALS AND ATTACHMENTS.** The lease has been executed in one original with one copy for Tenant and one or more for Owner/Manager. Tenant shall pay to Manager a flat fee (See Fee Addendum) for each additional copy needed at any time during this lease term. Owner/Manager's rules and policy will be attached to the lease and given to Tenant at signing. When an Inventory and Condition form is completed, both Owner/Manager and Tenant should retain a copy. The items checked below are attached to this lease and are binding even if not initialed or signed. Any addendum(s) attached hereto shall be incorporated into this lease, and in the event there are "contradictory" terms therein, the terms of the addendum(s) shall control.

The following Addendums (if checked) are attached and made part of this lease:

<input type="checkbox"/> Amenities Addendum	<input type="checkbox"/> Lead Hazard Information and Disclosure	<input type="checkbox"/> Remote Control/Access Gate Addendum
<input checked="" type="checkbox"/> Drug/Crime Addendum	<input checked="" type="checkbox"/> Minor Repairs Addendum	<input type="checkbox"/> Satellite Dish or Antenna Addendum
<input type="checkbox"/> Enclosed Garage Addendum	<input checked="" type="checkbox"/> Mold Addendum	<input type="checkbox"/> Swimming Pool Addendum
<input checked="" type="checkbox"/> Fee Addendum	<input type="checkbox"/> Notice of Intent to Move-out Form	<input type="checkbox"/> Waterfront Addendum
<input type="checkbox"/> Guaranty Addendum	<input type="checkbox"/> Parking Permit or Sticker	<input type="checkbox"/> Yard Maintenance Addendum
<input type="checkbox"/> Intrusion Alarm Addendum	<input checked="" type="checkbox"/> Pet Addendum	<input type="checkbox"/> Other:
<input type="checkbox"/> Inventory and Condition Form	<input type="checkbox"/> Policy Addendum	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Key Addendum	<input checked="" type="checkbox"/> Premises Inspection Waiver	<input type="checkbox"/> Other:
<input type="checkbox"/> Other:	<input type="checkbox"/> Property Not Ready Addendum	<input type="checkbox"/> Other:
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

The Lease has been executed by the parties, and by signing this agreement, the Tenant verifies and acknowledges that he or she has read, understood and agreed to all terms of this lease. Attorney's signature below does not imply or constitute in any way that Attorney is a party to this lease, but is only for the purposes of verifying and ensuring that this lease has been Attorney-prepared and executed in accordance with Florida law. Manager's signature below shall constitute execution on behalf of the owner of the premises and shall be deemed an execution of this lease and all addendums attached hereto.

_____	_____	_____
Printed Name of Tenant	Printed Name of Tenant	Manager
_____	_____	_____
Signature of Tenant	Signature of Tenant	Date _____
_____	_____	
Date	Date	



<hr/> <b>Printed Name of Tenant</b>	<hr/> <b>Additional Signature as needed</b>
<hr/> <b>Signature of Tenant</b>	<b>Date</b> _____
<b>Date</b> _____	

**KEY ADDENDUM**

Tenant agrees that this addendum shall be incorporated in the foregoing lease. Manager will provide Tenant (\_\_\_) premises key(s), (0) mailbox key(s), (\_\_\_) garage door opener and (\_\_\_) other access devices for, **Sample Property, Pensacola FL 32526**, all of which Tenant may be obtain at Manager's address stated in lease. Tenant should use these keys only for the purpose of the initial access into the home.

(Check one):

Tenant **MUST** contact Cordova Lock & Safe within 24 hours after move-in to have all locks re-keyed. This is for your protection and safety. This service is **provided and paid by Manager** on a one-time basis. Manager will pay for up to Cordova Lock & Safe copies of keys to be made; anything above that is Tenant's responsibility. If Tenant loses/damages the keys, there will be a replacement charge (as provided in the lease and fee addendum).

Tenant **SHOULD** contact Cordova Lock and Safe within 24 hours after move-in to have all locks re-keyed. This is for your protection and safety. **The costs are the sole responsibility of the Tenant.** If Tenant decides not to change the locks of all outside doors on the premise, he or she agrees to hold harmless, indemnify, and/or reimburse Owner/Manager for any losses, injuries, damages, actions, litigation, claims, or the like resulting or caused by the locks not being changed and assumes the risk of not changing the locks on the premises.

In any circumstance, once the locks are changed, Tenant must deliver one copy of the keys to Manager and must maintain a copy of these keys at all times. Tenant further agrees and understands that after he or she has had Cordova Lock & Safe change all locks, Tenant may not again change the locks on these premises without written permission of Manager. Tenant understands that he or she is responsible for returning all copies of these keys to Manager no later than the vacate date pursuant to the lease.

<hr/> <b>Tenant</b> <hr/> <b>Date</b>	<hr/> <b>Tenant</b> <hr/> <b>Date</b>	<hr/> <b>Tenant</b> <hr/> <b>Date</b>
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**PREMISES INSPECTION WAIVER ADDENDUM**

Tenant hereby agrees to incorporate this addendum into the foregoing lease and acknowledges that he or she has the ability and right to preview the property applied for before executing this lease regarding the premises described in the foregoing lease and either **has satisfactorily completed his or her inspection and delivered his or her “move-in inspection form” to Manager OR has satisfactorily completed his or her inspection and will return the “move-in inspection form” to Manager within 2 days after move in<sup>1</sup> OR chooses not to perform a pre-move-in inspection and is executing the lease “sight-unseen”<sup>2</sup>** and thus hereby waives any such rights to inspect and/or preview the premises before executing the foregoing lease.

As a result and as such, Tenant **(1)** takes the property in “as is” condition, subject to the terms of the lease; **(2)** may not terminate said lease or withhold rent based upon any misrepresentation, misconceptions, misunderstands, mistakes or the like regarding the conditions, appearances, features, functions, location, amenities, or the like of the premises; **(3)** will be held to all the terms of the lease, notwithstanding Tenant did not preview or inspect the property before leasing said property; **(4)** agrees to indemnify, hold harmless and/or reimburse Manager and/or Owner for any losses, damages, injuries, claims, actions or the like relating to Tenant’s leasing the property as described herein; **(5)** waives any reliance of any alleged oral representations or understandings as being “material facts” to Tenant’s executing a lease relating to the property.

_____ Tenant  Date _____	_____ Tenant  Date _____	_____ Tenant  Date _____
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<sup>1</sup> If Tenant fails to turn in move-in inspection form, Tenant does so at his or her own risk.

<sup>2</sup> Tenant has the right to inspect the premises and was given the opportunity by Manager to do so, but chose not to inspect before executing the lease for Tenant’s owner convenience or reasons not stated herein.

**MINOR REPAIRS ADDENDUM**

Tenant agrees that this addendum shall be incorporated into the foregoing lease between Owner/Manager. Tenant is responsible for pest control and all minor repairs **at the sole cost to the Tenant**, including, but not limited to, the following items:

<b>General</b>	<b>Electrical</b>	<b>Plumbing</b>	<b>Lawn</b>	<b>Windows/Doors</b>
-Change furnace & A/C filters monthly -Broken or lost knobs -Breaking of any globes, mirrors, window blinds, shades or curtains -Changing smoke detector &/or batteries -Replacement of drip pans on stove -Oven exhaust filters -Clogged garbage disposal -Refrigerator's water Filtration filter -Water Softer Filter -Any battery replacements (e.g. fire alarm, ceiling fan remote)	-Resetting GFI breakers -Replace all incandescent & fluorescent light bulbs -Replace blown fuses -Reset breakers in the outside & inside breaker boxes	-Clogged drains or toilets from tenant use -Do not pour grease down any drains or toilets -Replace sink & tub stoppers -Stripped faucet handles from tenant use -Replace faucet washers -Replace damaged toilet seats -Replace flapper in toilet tank -If septic tank present, use Rid-X as directed on consumer box -Repair damaged plumbing due to "Freeze" and Tenant's not taking precautionary measures	-Replace damaged sprinkler heads or breaks -Replace/Repair damaged lawns caused by tenant's intentional or negligent use of such	-Replace torn screens from tenant use -Replace broken/damaged glass from tenant use -Replace broken/damaged locks from tenant use

If the premises have natural gas service and tenant is not familiar with the process of lighting the pilot light, it is very important that you call City of Pensacola at 850-435-1800 before attempting to light the pilot.

If after an inspection by Owner/Manager, Tenant needs to make a repair, Owner/Manager will, upon notice to the Tenant, either: **(1)** fix the problem and charge the costs as "added rent" or **(2)** instruct Tenant to make necessary repairs. Tenant agrees that "cosmetic repairs" are not Owner/Manager's duty to repair, modify, fix or otherwise: such repairs are not grounds for Tenant withholding rent or terminating this lease. "Cosmetic repairs" involve items that do not affect the habitability of the premises or are for the purposes of simply making the premises appear more aesthetically pleasing. If Tenant requests Owner/Manager to make a repair that does not relate to the warranty of habitability, Tenant shall be charged a Maintenance Inspection Fee, subject to the Fee Addendum, for inspection of premises.

_____ Tenant  Date _____	_____ Tenant  Date _____	_____ Tenant  Date _____
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## FEE ADDENDUM

Tenant agrees to pay fees contained herein per occurrence; that such fees will be payable to Manager on the following month on the first day, along with the rent owed; that this addendum will be incorporated into the foregoing lease. Such fees reflect the added burdens, time and costs to the Manager for events caused by the Tenant and/or related to his or her tenancy and are a reasonable estimate for such burdens and costs, understanding that knowing the exact damages to Manager is difficult to ascertain. The imposition of fees does not waive any right(s) to enforce the lease. Nothing in this addendum shall preclude or release the Tenant from having to pay costs that are not contained in this addendum.

Category & Item	Fee
<b>Added Administration Burden/Expenses</b>	
Vacate Inspection Fee (upon Tenant vacating)	\$N/A
Changing Locks upon Tenant request or necessity	\$ Actual cost to re-key
Unlocking Premises because Tenant is "locked out"	\$45.00 (During Business Hours)
Providing Additional Keys upon Tenant Request	\$10.00
Additional Lease Copies	\$5.00/copy
Tenant Requested Maintenance Inspection	\$N/A
Re-Lease Commission (where Tenant early terminates)	\$800.00
Notice Delivery (Nonpayment, Cure Defects, Holdover)	\$35.00
Lease Renewal Fee	\$35.00 (Execution Fee. *Note Below)
Mortgage Verification	\$N/A
<b>Violation of Lease Fees</b>	
Late Rent Payment(s)	15% of payment amount (plus) \$0.00/day for applicable month
Insufficient Funds Check	\$40.00 or 5% of check (whichever is greater)
Pet Addendum Violation	<b>\$250.00 per pet</b>
Non-Returned Keys	\$Actual cost to re-key
Violation of Guest/Occupant Provision	\$800.00
Sub-letting Violation	\$800.00
Liquidated Damages: Failure to Deliver Vacate Notice	Equal to 1 month's rent
<b>Lease Execution Monies Owed</b>	
Manager Administration Fee	\$
<b>*Lease Preparation Fee</b>	<b>\$35.00: Due at lease signing or renewal</b>

All monies owed shall be deemed "rent," in addition to the monthly installment rent and will be due and payable on the 1st day of the month and will be late on the 5th day of the month. Failure to pay added rent subjects Tenant to eviction for "nonpayment."

_____ Tenant  _____ Date	_____ Tenant  _____ Date	_____ Tenant  _____ Date
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## MOLD AND MILDEW ADDENDUM

TENANT AGREES THAT THIS ADDENDUM SHALL BE INCORPORATED INTO THE FOREGOING LEASE.

**MOLD/MILDEW ("MOLD"):** Mold consists of naturally occurring microscopic organisms, which 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.

**CLIMATE CONTROL:** Tenant agree 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. OWNER/MANAGER RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

Tenant Agree To:

<ul style="list-style-type: none"> <li>• Keep The Premises Clean And Regularly Dust, Vacuum And Mop.</li> <li>• Use Hood Vents When Cooking, Cleaning And Dishwashing</li> <li>• Keep Closet Doors Ajar</li> <li>• Avoid Excessive Amounts Of Indoor Plants</li> <li>• Use Exhaust Fans When Bathing/Showering And Leave On For A Sufficient Amount Of Time To Remove Moisture</li> <li>• Use Ceiling Fans If Present</li> <li>• Water All Indoor Plants Outdoors</li> <li>• Wipe Down Any Moisture And/Or Spillage</li> <li>• Wipe Down Bathroom Walls And Fixtures After Bathing/Showering</li> <li>• Wipe Down Any Vanities/Sink Tops</li> <li>• Avoid Air Drying Dishes</li> <li>• Not "Hang-Dry" Clothes Indoors</li> </ul>	<ul style="list-style-type: none"> <li>• Open Blinds/Curtains To Allow Light Into Premises</li> <li>• Wipe Down Floors If Any Water Spillage</li> <li>• Hang Shower Curtains Inside Bathtub When Showering</li> <li>• Securely Close Shower Doors If Present</li> <li>• Leave Bathroom And Shower Doors Open After Use</li> <li>• Use Dryer If Present For Wet Towels</li> <li>• Use Household Cleaners On Any Hard Surfaces</li> <li>• Remove Any Moldy Or Rotting Food</li> <li>• Remove Garbage Regularly</li> <li>• Wipe Down Any And All Visible Moisture</li> <li>• Wipe Down Windows And Sills If Moisture Present</li> <li>• Inspect For Leaks Under Sinks</li> <li>• Check All Washer Hoses If Applicable</li> <li>• Regularly Empty Dehumidifier If Used</li> </ul>
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Tenant Shall Report In Writing:

<ul style="list-style-type: none"> <li>• Visible Or Suspected Mold</li> <li>• All A/C Or Heating Problems Or Spillage</li> <li>• Plant Watering Overflows</li> <li>• Musty Odors, Shower/Bath/Sink/Toilet Overflows</li> <li>• Leaky Faucets, Plumbing, Pet Urine Accidents</li> <li>• Discoloration of Walls, Baseboards, Doors, Window Frames, or Ceiling</li> </ul>	<ul style="list-style-type: none"> <li>• Moldy Clothing, Refrigerator And A/C Drip Pan Overflows</li> <li>• Moisture Dripping From Or Around Any Vents, A/C Condenser Lines</li> <li>• Loose, Missing Or Failing Grout Or Caulk Around Tubs, Showers, Sinks, Faucets, Countertops, Clothes Dryer Vent Leaks</li> <li>• Any And All Moisture</li> </ul>
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**SMALL AREAS OF MOLD:** 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 (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** Owner/Manager reserves the right to terminate the tenancy and TENANT agree to vacate the premises in the event Owner/Manager 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 actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT agrees that Owner/Manager or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** if TENANT fail to comply with this addendum, Tenant can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant failure to notify Owner/Manager of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Owner/Manager shall be entitled to exercise all rights and remedies it possesses against TENANT at law or in equity and TENANT shall be liable for damages sustained to the Leased Premises. TENANT shall hold Owner/Manager harmless for damage or injury to person or property as a result of TENANT failure to comply with the terms of this addendum.

**HOLD HARMLESS:** TENANT agree to hold Manager harmless and shall look solely to Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT AND OWNER/MANAGER. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

<p>_____</p> <p><b>Tenant</b></p> <p>_____</p> <p><b>Date</b></p>	<p>_____</p> <p><b>Tenant</b></p> <p>_____</p> <p><b>Date</b></p>	<p>_____</p> <p><b>Tenant</b></p> <p>_____</p> <p><b>Date</b></p>
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**DRUG/CRIME FREE ADDENDUM**

Tenant agrees that this Addendum shall be incorporated into the foregoing lease:

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means 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.
2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. Tenant or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the 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.
5. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity including but 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, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence required in a civil court of law.
7. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the addendum shall govern.

<hr/> <b>Tenant</b>  <hr/> <b>Date</b>	<hr/> <b>Tenant</b>  <hr/> <b>Date</b>	<hr/> <b>Tenant</b>  <hr/> <b>Date</b>
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## PET ADDENDUM

Tenant agrees that this Addendum shall be incorporated into the foregoing lease. Consent is hereby granted to Tenant to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

**1. Additional Monthly Rent, Fee, & Security Deposit.** Tenant's total monthly rent (as stated in the lease) will be increased by \$0.00. The monthly rent amount in the lease [check one]  includes  does not include this additional animal rent. Tenant must pay a one-time, **non-refundable fee** of \$250.00 (per pet) for having the animal in the dwelling unit. Tenant must pay an additional sum of \$0.00 as a security deposit. The sum of security deposit in the lease [check one]  includes  does not include this security deposit. This sum may be used by Manager to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant vacating the premises. The additional monthly rent and additional security deposit under this Animal Addendum do not limit the tenant's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**2. Conditional Authorization for Animal.** Tenant may keep the animal that is described below in the dwelling until the lease expires. Owner/Manager may terminate this authorization sooner if tenant's right of occupancy is lawfully terminated or if in Owner/Manager's judgment tenant or tenant's animal, tenant's guests, or any other occupant violates any of the rules in this Addendum. Tenant must maintain liability insurance at all times in the amount(s) provided for in the lease.

**3. Pet Restriction.** Only pet(s) specifically on this agreement are allowed and such pet must be pre approved prior to bringing pet on the premises, regardless of who actually owns the pet. **No German Shepherds, Doberman Pinschers, Pit Bulls, Chows, Rottweilers, Huskys or any combination thereof will permitted to be on the premises.**

**4.** Tenant will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant also will be responsible for the full cost of any exterminating that may be required because of pet(s).

**6. Description of Animal.** Tenant may keep on the animal described below. Tenant may not substitute any other animal for this one. Neither the tenant nor his or her guests or occupants may bring any other animal (mammal, reptile, bird, fish, rodent, or insect) into the dwelling or onto the property.

Animal's name:	Animal Owner's Name:	
Type:	Breed:	
Color:	Weight:	Age:

**7. Animal Rules.** Tenant is responsible for the animal's actions at all times. Tenant agrees to abide by these rules:

- Tenant must feed the animal inside or outside in the fenced area. - All Pet(s) must weigh under the weight limit \_\_\_ lbs. at all times.
- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No offspring are allowed.
- Inside, the animal may urinate or defecate only in these designated areas, in an appropriate litter box: Litter box
- Outside, the animal may urinate or defecate only in these designated areas: NA
- Animals may not be tied to any fixed object anywhere outside the dwelling, except in fenced yards (if any) for your exclusive use.
- Tenant must not let an animal other than support animals into swimming-pool areas.
- Pet(s) must be kept on a leash at all times while it is outside of the premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.**
- Unless the owner designates a particular area in your dwelling unit or on the grounds for animal defecation and urination, tenant is prohibited from letting an animal defecate or urinate anywhere on the owner's property for that purpose. If animal is allowed to defecate inside the dwelling, tenant must ensure that it is done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on the property, tenant will be responsible for immediately removing the waste and repairing any damage. Notwithstanding the terms of this Addendum, Tenant must comply with all local ordinances regarding animal defecation, and it is the responsibility of the Tenant be informed of such matters.

**8. Additional Rules.** Owner/Manager has the right to make reasonable changes to the animal rules from time to time tenant receives a written copy of any changes to every resident who is allowed to have animals.

**9. Violation of Rules.** If tenant, guest or occupant violates any rule or provision of this Animal Addendum and Owner/Manager sends notice to remove animal, tenant must remove animal immediately and permanently from the premises. Owner/Manager also has all other rights and remedies in the lease.

**10. Complaints about Animals.** Tenant must immediately and permanently remove the animal from the premises if Owner/Manager receives a reasonable complaint from a neighbor or other resident or if Owner/Manager determines that the animal has disturbed neighbors or other residents unreasonably. Tenant hereby certifies and swears that the animal has never been known to have bitten, snapped-at, or attacked any person or animal at any time.

**11. Approval/Removal of Animal.** Tenant agree that approval or denial of all pets(s) is at the sole discretion of Owner/Manager. Owner/Manager reserves the right to withdraw consent at any time by giving the Tenant 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of Owner/Manager. In the event the pet(s) are not removed after notice, Tenant will be subject to eviction.

**12. Liability for Damages and Indemnification.** Tenant will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon notice. Tenant agrees to fully indemnify Owner/Manager for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.

**13. Move Out.** Before Tenant vacates, Tenant must, at his or her cost, have a professional, licensed and bonded company to "de-flea" the premises before the Tenant vacates and must provide Owner/Manager with proof/receipt of such service. This does not, however, relieve the Tenant from further liability if such cleaning does not satisfactorily clean or repair the premises.

**14. Multiple Residents.** Each resident, tenant, family, or guest must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, regardless of ownership.

**TENANT AGREES THAT KEEPING A PET ON THE PREMISES IS A REVOCABLE PRIVILEGE AND NOT A RIGHT.**

_____ <b>Tenant</b>  _____ <b>Date</b>	_____ <b>Tenant</b>  _____ <b>Date</b>	_____ <b>Manager</b>  _____ <b>Date</b>
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## Contact Information Update:

Tenant: Thank you for renewing your lease. During this process we would like you to take a moment and update the below information so we may better serve you in the future.

Correct Spelling of your name(s):

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Current Phone number(s):

Home:

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Cell(s):

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Office:

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Emergency Contact:

---

Current e-mail address(s):

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*Thank you for using Waddell Realty, LLC.*

*Sincerely,*

*Edward Neighbor*

*Office Administrator/Maintenance*

[phrhelp@waddellrealty.com](mailto:phrhelp@waddellrealty.com)

[www.pensacolahomerentals.net](http://www.pensacolahomerentals.net)

d.b.a. Pensacola Home Rentals

M-Fri 8:30-4:30

*5876 Blue Angel Pkwy*

*Pensacola, Fl. 32526*

850-456-4526 (Office)

800-795-9840 (Fax)