



# APARTMENT LEASE CONTRACT



Date of Lease Contract: \_\_\_\_\_  
(when the Lease Contract is filled out)

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

## Moving In — General Information

**1. PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(name of apartment community or title holder). You've agreed to rent Apartment No. \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_

(street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The  Owner or  Manager of these apartments is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: \_\_\_\_\_

\_\_\_\_\_

Notice to the tenant must be delivered to the Resident's address as shown above.

**2. OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than \_\_\_\_\_ days without our prior written consent. If the previous space isn't filled in, two days per month is the limit.

**3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.**

The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ends at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ \_\_\_\_\_ (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than \_\_\_\_\_ days before the end of the lease term if the lease will not be renewed.

**Month-to-Month Tenancies:** In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 15 days' prior to the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

**4. SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

1. In a separate NON-INTEREST bearing account for your benefit in the following bank: \_\_\_\_\_  
whose address is \_\_\_\_\_  
\_\_\_\_\_ ; **OR**

2. In a separate INTEREST bearing account for your benefit in the following bank: \_\_\_\_\_  
whose address is \_\_\_\_\_  
\_\_\_\_\_ .

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

3. In a commingled account at the following bank \_\_\_\_\_  
whose address is \_\_\_\_\_  
\_\_\_\_\_  
provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

\_\_\_\_\_ **Initials of Resident.** Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

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 THAT 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.

5. **KEYS.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), \_\_\_\_\_ FOB(s), and/or \_\_\_\_\_ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ \_\_\_\_\_ per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_, \_\_\_\_\_.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the \_\_\_\_\_ day of the month, you'll pay a late charge. Your late charge will be (check one)  a flat rate of \$ \_\_\_\_\_ or  \_\_\_\_\_% of your total monthly rent payment. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations

provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. **UTILITIES.** We'll pay for the following items, if checked:  
 water       gas       electricity       master antenna.  
 wastewater       trash       cable TV  
 other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We  require  do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one]  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

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See any additional special provisions.

**11. EARLY MOVE-OUT.** Unless modified by an addendum, if you:

- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (2) move out at our demand because of your default; or
- (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is rented.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.**

We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** **All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises.** For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

**THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. 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.**

**Storage.** We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.**

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender,

sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

**22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract 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, bad health, or death.

**24. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

#### **Smoke Detectors and Carbon Monoxide Detectors.**

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable either the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice,

water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Fire Protection.** Please check only one box:  Fire protection is NOT available or  Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): \_\_\_\_\_

**Building, Housing, or Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your

improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Liens for Improvements.** The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease **DOES NOT** allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

**Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a

disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**29. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

## Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**Recycling Program Disclosure Notification.** Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may

terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.**

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and

court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

**Choice of Remedies and Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

## General Clauses

**34. ENTIRE AGREEMENT.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.**

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

### 38. MISCELLANEOUS.

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- B. Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- L. **You affirmatively state that you are not a criminal sex offender.**

**39. RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

**40. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. **YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.**

#### 41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:

To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

**42. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to

us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

**44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**45. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

**46. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**47. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

**48. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**49. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**50. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.



# Fast Facts: 2021 Debt Collection COVID-19 Interim Final Rule

**Interim Final Rule:** The Bureau's Interim Final Rule (IFR) amends Regulation F to require that debt collectors provide written notice to certain consumers about temporary eviction protections under the Centers for Disease Control and Prevention (CDC)'s eviction moratorium and prohibit a debt collector from misrepresenting that a consumer is ineligible for eviction protection under the moratorium.

**Effective date:** May 3, 2021

**Comments due:** 15 days after the date of publication in the Federal Register. Detailed information on how to submit comments can be found in the IFR.

**Available at:** <https://www.consumerfinance.gov/rules-policy/final-rules/debt-collection-practices-global-covid-19-pandemic-regulation-f/>

**About this document:** The Bureau has issued an IFR to amend Regulation F at 12 CFR 1006. This document generally provides a high-level overview of the topics covered in the IFR. Note that the Bureau's 2020 Debt Collection Rules will not yet be in effect by the IFR's effective date and accordingly, the IFR revises Regulation F as it currently exists.

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This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/>, that explains the Bureau's approach to Compliance Aids.

## Coverage

Entity or article	Description in IFR	Location in Regulation F and FDCPA
	The IFR applies to debt collectors as defined in the Fair Debt Collection Practices Act (FDCPA).	
Debt Collectors	The term debt collector is generally defined in the FDCPA as any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another.	1006.9(a) FDCPA section 803(6)
Consumer	The IFR applies to consumers as defined in the FDCPA. A consumer is defined in the FDCPA as any natural person obligated or allegedly obligated to pay any debt.	1006.9(b)(1) FDCPA section 803(3)
Debt	The IFR applies to debt as defined in the FDCPA. Debt is defined in the FDCPA as any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.	1006.9(b)(1) FDCPA section 803(5)
CDC Order	The IFR added a definition of CDC Order to Regulation F. As defined, the CDC Order means the order issued by the Centers for Disease Control and Prevention titled <a href="#">Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19</a> (86 FR 16731 (Mar. 31, 2021)). <sup>1</sup> The CDC Order generally prohibits a landlord, owner of a residential property, or other person with a legal right to pursue	1006.9(b)(2)

<sup>1</sup>The CDC Order will remain in effect until June 30, 2021, unless extended, modified, or rescinded. In the event the CDC further extends the CDC Order, the Bureau expects the IFR will continue to be in effect until the expiration of any such extension.

eviction (including an agent or attorney acting on behalf of a landlord or owner) from evicting any covered person from any residential property for non-payment of rent in any jurisdiction in which the Order applies during the effective period of the Order.

The IFR added a definition of eviction notice to Regulation F.

Eviction Notice	The term eviction notice is defined as the earliest written notice that the laws of any State, locality, territory, or tribal area require to be provided to a consumer before an eviction action against the consumer may be filed.	1006.9(b)(3)
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## Conduct

Topic	Required, prohibited, or optional conduct	Location in Regulation F
Prohibition against misrepresentations about the CDC Order	<p>A debt collector must not falsely represent or imply to a consumer that the consumer is ineligible for temporary protection from eviction under the CDC Order.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> <li>▪ During the effective period of the CDC Order;</li> <li>▪ In any jurisdiction in which the CDC Order applies; and</li> <li>▪ In connection with the collection of a debt.</li> </ul>	1006.9(c)(2)
Requirement to disclose the CDC Order	<p>Before filing an eviction action for non-payment of rent against a consumer, if the CDC Order might reasonably apply to that consumer, a debt collector must disclose that the consumer may be eligible for temporary protection from eviction under the CDC Order.</p> <p>The disclosure must be clear and conspicuous and in writing. A debt collector must provide the disclosure on the date the debt collector provides the consumer with an eviction notice or, if no eviction notice is required by law, on the date that the eviction action is filed.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> <li>▪ During the effective period of the CDC Order;</li> <li>▪ In any jurisdiction in which the CDC Order applies; and</li> <li>▪ In connection with the collection of a debt.</li> </ul>	1006.9(c)(1)

Option to provide the CDC Order disclosure at the same time as the eviction notice	A debt collector may satisfy the requirement to provide the disclosure on the same date as the eviction notice or eviction action by providing the disclosure at the same time that the debt collector provides the consumer with any eviction notice or serves the consumer with any eviction action. For example, a debt collector may provide the disclosure in the same mailing as the eviction action and does not need to provide the disclosure separately on the same date.	Comment 1006.9(c)(1)-3
Option to include the CDC Order disclosure in all consumer eviction notices	A debt collector may provide the disclosure to a consumer even if the consumer might not be covered by the CDC Order. Therefore, a debt collector may provide the disclosure to every consumer in every eviction action for non-payment of rent.	Comment 1006.9(c)(1)-2
Option to provide the CDC Order disclosure more than once	A debt collector may provide the disclosure more than once to a consumer, such as in each subsequent communication with the consumer.	Comment 1006.9(c)(1)-4

## Sample Disclosure Language

Sample Disclosure Language	Location in Regulation F
The following is sample language a debt collector may use, but is not required to use, to comply with the IFR's disclosure requirement:	
"Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit <a href="http://www.cfpb.gov/eviction">www.cfpb.gov/eviction</a> or call a housing counselor at 800-569-4287."	Comment 1006.9(c)(1)-5.i
The following is another option for sample language a debt collector may use, but is not required to use, to comply with the IFR's disclosure requirement:	
"Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit <a href="http://www.cfpb.gov/eviction">www.cfpb.gov/eviction</a> or call a housing counselor at 800-569-4287."	Comment 1006.9(c)(1)-5.ii

## Additional resources

Find more implementation information and sign up for updates about debt collection rule implementation at <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/debt-collection/>.

**SAMPLE  
NOT A VALID FORM**





ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Residents (list all residents): \_\_\_\_\_

NOT A VALID FORM

Resident or Residents
(All residents must sign)

Date of Signing Addendum

\_\_\_\_\_

\_\_\_\_\_

Owner or Owner's Representative

Date of Signing Addendum

\_\_\_\_\_

\_\_\_\_\_





**LEASE CONTRACT ADDENDUM FOR UNITS  
PARTICIPATING IN GOVERNMENT REGULATED  
AFFORDABLE HOUSING PROGRAMS**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Florida, \_\_\_\_\_  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ELIGIBILITY FOR PARTICIPATION IN AFFORDABLE HOUSING PROGRAM.**

You have applied for and intend to live in a dwelling that is subject to the laws and regulations pertaining to the Low Income Housing Tax Credit (LIHTC), HOME Program, Section 8 Housing Choice Voucher, Rural Development, Affordable Workforce Housing, Tax-Exempt Bond financing, or other state or federal affordable housing programs. The eligibility, qualifications, and participation requirements of each program vary significantly. Your eligibility and occupancy in such housing is dependent upon strict compliance with the specific income eligibility and other requirements of each program.

**4. ACCURACY OF INFORMATION REQUIRED.**

Any false, fraudulent, inaccurate, omitted, or misleading information provided during either the initial certification process or during the annual renewal or recertification process is a material violation of the lease and conditions of occupancy and participation in the applicable affordable housing program. A material violation of the terms of this addendum, the Tenant Income Certification forms, the rental application, any of the verification documentation required for qualifying for eligibility, the lease, the community rules, or any other applicable addendum is a ground for immediate termination of resident's lease, right of occupancy, or participation in the affordable housing program at this dwelling community. All applicants, residents, and household occupants must fully, accurately, and truthfully disclose the names and ages of all household members, student status, combined total household income, and all combined household assets. Resident understands and agrees that if the combined family household income exceeds the income limit restrictions imposed under the applicable affordable housing program that the application must be denied, that the lease or right of occupancy must be terminated, that the resident must relocate to another dwelling which may be subject to increased market rate or non-LIHTC rent, and/or that the resident must cooperate in correcting mistakes or signing any requested documentation that

management deems reasonable or necessary for continued compliance with the laws and regulations applicable to the particular affordable housing program. Resident acknowledges and agrees that the rental application and any information supplied to the owner or any representations made to induce owner to lease a dwelling for occupancy under an LIHTC or affordable housing program are incorporated herein as a substantial and material part of this addendum and the Lease Contract.

**5. FUTURE REQUEST FOR INFORMATION.**

By signing this addendum, you agree the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven (7) days after our request for information regarding annual income and eligibility you shall comply with the request even if you have previously supplied such information recently or within the previous twelve months. Such requests for information or additional verification, reverification, and/or compliance information may be made by owner or owner's management representatives at any time during the Lease Contract term or renewal period.

**6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.**

If you refuse to answer or if you do not provide accurate information in response to requests for additional information, it will be considered a substantial and material violation of the Lease Contract. Such a violation may result in termination of the lease, the right of occupancy, or your eligibility to participate in the affordable housing program.

**7. NO LIEN FOR UNPAID SUMS UNLESS AUTHORIZED BY LAW.**

Unless otherwise expressly provided by law, we will not have a lien on your property. To the extent that applicable state law authorizes a lien, such lien will be allowed.

**8. STUDENT STATUS.**

By signing this addendum, you agree that you have fully, truthfully and accurately disclosed whether you or any occupant of the household is a student. You understand that your eligibility for occupancy of the dwelling is dependent on your representation that not all occupants of the household are students during all or part of the year. You agree to notify the owner, in writing, if there are any changes in the occupants residing in the household or if there are any changes in the student status of any resident or occupant of the household occupying the dwelling, including, but not limited to, starting or stopping school or college; increase to full-time status; or reduction to part-time status. This provision is applicable to any household occupant's educational level in either high school, college, or other post-secondary school educational training. The failure to disclose a change of educational status is a substantial and material violation of this addendum and the lease, and you may be evicted or relocated for material breach of the Lease Contract or this addendum. Your failure to disclose any such change in student status is a material violation of the lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate in the affordable housing program. You may be required to relocate to another dwelling in the same or a different building, and the owner may increase the rent to market rate rent.

**9. NO LEASE TERM SHORTER THAN SIX MONTHS.**

The minimum lease term for occupancy under an LIHTC program or this addendum is six (6) months. Anything to the contrary in the Lease or any other addendum to the Lease which provides for a lease term shorter than six months is superseded by this addendum and this addendum shall amend the shorter lease term to a minimum lease term of six (6) months from the starting date of the lease term as stated in the Lease. Anything to the contrary in the Lease or any other addendum to the Lease which allows or affords the resident the option of an early lease termination are superseded by this addendum and this addendum shall amend such provision so that the

resident shall not have the right to terminate the lease prior to the expiration of six (6) months from the starting date of the lease term stated in the Lease. If there is an early termination provision in the lease, Resident may give an early termination notice to owner prior to the expiration of six months from the start of the lease term; however, the actual effective termination date of the lease must occur after the end of the sixth month of the lease. The dwelling shall not be used for transient purposes, and resident must occupy the leased premises for the first six months of the lease.

**10. SECTION 8 OR HOUSING CHOICE VOUCHER PROGRAM.**

Even though you may be a participant in the Section 8 federal housing program or the holder of a voucher or certificate of eligibility in that federal program, participation in that program does not automatically qualify you for occupancy of a LIHTC or other affordable housing program. The maximum eligible income limits for LIHTC may be lower than those of the Section 8 Housing Choice Voucher Program and may result in disqualification for housing at this dwelling community, depending on the nature of the applicable affordable housing program. You understand that, if you are a participant in the Section 8 Housing Choice Voucher program, your occupancy must be approved by the Public Housing Authority under a Housing Assistance Program agreement and that the terms and conditions applicable to the Section 8 Housing Choice Voucher Program may be different from or in addition to those under the applicable affordable housing program for this dwelling community.

Owner shall have the right to terminate the lease or right of occupancy of any Section 8 Housing Choice Voucher resident for serious or repeated violation of material terms of the lease or any material non-compliance or other good cause as provided the U.S. Department of Housing and Urban Development (HUD) in its Public Housing Occupancy Guidebook and pursuant to 24 CFR 966.4. A serious or material violation or breach of the Lease Contract and this addendum includes, but is not limited to, failure to make rent payments due under the lease; failure to fulfill household obligations as described in 24 CFR 966.4(f); conviction of drug-related activity for manufacture or production of illegal drugs; violation of the applicable standard of alcohol abuse; and other criminal activity. The following are also serious and material violations under a Section 8 Housing Choice Voucher lease: drug-related activity engaged-in either on or off the premises by a resident, member of the resident's household, or other person under the resident's control; resident's or a member of resident's household's illegal use of a drug or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; alcohol abuse or a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; furnishing false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug or alcohol abusers; unlawful flight to avoid prosecution, custody, or confinement after conviction for a felony (or where applicable a high misdemeanor) or violation of a condition of probation or parole imposed under federal or state law; or engagement in criminal activity regardless of whether the resident or household member was arrested or convicted for such activity and without having to satisfy the standard of proof for a criminal conviction.

**11. COOPERATION WITH MANAGEMENT TO TAKE CORRECTIVE ACTION.**

You agree to cooperate with owner in taking any corrective action that management or the owner deems necessary or desirable with respect to any mistake or act that may result in loss of tax credits or other violations of applicable federal or state law or applicable rules, regulations, interpretive guidance, or compliance directives from any state or federal housing agency with administrative or oversight or jurisdiction to administer affordable housing programs. Such required corrective action includes, but is not limited to, re-locating to another dwelling, loss of eligibility for LIHTC limited rent to a market rate rent, signing or re-signing documents, or producing documentation to establish or supplement household income, size, or student

status. Upon discovering any overpayment of rent, utility allowance, or other charges, owner shall have the right to either rebate or apply a credit to future rent for such overpayments as an appropriate corrective action.

**12. RECERTIFICATION.** The LIHTC Program and other affordable housing programs require an annual recertification of eligibility. You must cooperate with owner in completing the recertification process. When requested, you shall attend an interview with management to determine continued Program eligibility, provide sources and documentation to verify all income, assets, and other eligibility information, and sign a new Tenant Income Certification form. It is your responsibility to provide all necessary information so that management may perform this task. Continued occupancy is conditioned upon continued eligibility under the federal LIHTC Program and other affordable housing requirements. Your annual recertification must be completed by the date specified in owner's notice. Management will contact you prior to the recertification date in order to begin processing the necessary paperwork. You must fully cooperate and provide all necessary information to expedite this process, including but not limited to meeting with management as requested and submitting information as requested. Failure to comply with recertification requirements is a substantial and material violation of the terms of this Lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate in the affordable housing program.

**13. CHANGES IN RESIDENT'S RENT BASED ON UTILITY ALLOWANCE.** The rent is based on the maximum gross rent calculated in accordance with IRS regulations, less the applicable utility allowance. The utility allowance for the unit may change during the lease term. If the utility allowance decreases during the lease term, Owner may, at its sole discretion, increase the rent by the amount of the utility allowance decrease. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of the effective date of any such increase.

**14. INCREASE IN HOUSEHOLD INCOME.** A household will be considered "over income" for rent determination purposes if the combined household income exceeds one hundred forty percent (140%) of the applicable income limit as governed by the LIHTC Program. If the household's income increases above one hundred forty percent (140%) of the applicable income limit, owner, upon 30 days notice, may increase household's rent to the applicable market rate. This provision shall apply only if the building contains mixed LIHTC and non-LIHTC units. If applicable, owner shall also have the right to relocate the LIHTC resident to a non-LIHTC dwelling or otherwise designate the current dwelling a market rate unit.

**15. CHANGES IN RESIDENT'S RENT BASED ON HUD AREA MEDIAN GROSS INCOME.** Rent is based on the area median gross income (AMGI) published by the federal Department of Housing and Urban Development for this geographic area. If the AMGI increases during the lease term, owner may, at its sole discretion, increase the rent to the maximum allowable amount based on the new AMGI. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of the effective date of any such increase.

**16. NO SUBLEASING.** You shall not sublet or assign the unit or any part of the dwelling. Failure to comply with this provision is a substantial violation of this lease. Such a violation may result in termination of the lease, the right of occupancy, and/or your eligibility to participate in the affordable housing program.

**17. NO UNAUTHORIZED OCCUPANTS.** You shall not permit individuals other than those listed on the Tenant Income Certification (TIC) form to occupy or reside in the dwelling without first obtaining owner's prior written approval. No person may occupy or live in an LIHTC dwelling or affordable





**ANIMAL ADDENDUM**  
*(to be completed only if an animal will occupy the dwelling unit)*  
*Becomes part of Lease Contract*



Date: \_\_\_\_\_  
 (when this Addendum is filled out)

**Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.**

*In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).*

**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. A.  NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling unit or dwelling unit community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

**B.  CONDITIONAL AUTHORIZATION FOR ANIMAL.** If this box is checked you affirmatively represent and warrant that as of the date of this Lease and throughout the term of the Lease each of the animals described below is suited for living in an apartment community; does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to your ownership or possession of the animal. You understand and agree that our approval of the animal to live in the apartment is expressly conditioned upon truthful disclosures and representations above, that nothing occurs during the term of the Lease that would make the disclosures or representations inaccurate or untrue and that we would not have approved the animal had you disclosed that it was dangerous, unsuited for apartment living, or had previously injured someone or damaged property. You may keep the animal that is described below in the dwelling until the Lease Contract expires.

But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

**4. ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. We [check one]  will consider, or  will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Lease Contract [check one]  does, or  does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

**5. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_. The monthly rent amount in the Lease Contract [check one]  includes  does not include this additional animal rent.

**6. ADDITIONAL FEE.** You must also pay a one-time fee of \$ \_\_\_\_\_ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

**7. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**8. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or dwelling community.

Animal's name: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Breed: \_\_\_\_\_  
 Color: \_\_\_\_\_  
 Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
 City of license: \_\_\_\_\_  
 License no.: \_\_\_\_\_  
 Date of last rabies shot: \_\_\_\_\_  
 Housebroken? \_\_\_\_\_  
 Animal owner's name: \_\_\_\_\_  
 \_\_\_\_\_

Animal's name: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Breed: \_\_\_\_\_  
 Color: \_\_\_\_\_  
 Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
 City of license: \_\_\_\_\_  
 License no.: \_\_\_\_\_  
 Date of last rabies shot: \_\_\_\_\_  
 Housebroken? \_\_\_\_\_  
 Animal owner's name: \_\_\_\_\_  
 \_\_\_\_\_

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**10. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- 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 animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_  
\_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_  
\_\_\_\_\_
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose.

If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

- You will have the animal vaccinated and/or receive any shots or medical care as required by law. You will also obtain any licenses and/or permits for the animal as required by law. We may request proof of necessary vaccinations, licenses or permits at any time. Your failure to provide us such information is a material breach of this Lease Contract.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.**

You and all co-residents 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. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
*(All resident's must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**SAMPLE FORM**  
**NOT A VALID FORM**







# BED BUG ADDENDUM



Date: \_\_\_\_\_  
(when this Addendum is filled out)

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE:** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

**4. MANAGEMENT REPRESENTATION AND INSPECTION:**

Management represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Under Florida law, only a licensed pest control professional, hereinafter "Pest Control" is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. You acknowledge that you have either: (a) inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation; or (b) you will inspect the dwelling within 48 hours of receiving keys for possession of the dwelling and will notify us of any bed bugs or bed-bug infestation. If you do not notify us of any bed bugs within 48 hours of receiving keys for possession of the dwelling, you agree and represent that your dwelling does not have bed bugs at the time you took possession of the dwelling.

**5. BEDBUG INFORMATION:** Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of any infestation or presence of the bed bugs in Resident's current or previous dwelling(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestation or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling, or home in which there was a bed bug infestation or presence. Resident represents that if he or she WAS previously living in a dwelling

or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment from Pest Control and inspect Resident's personal property and possessions to confirm the absence of bed bugs.

**6. USED AND DISCARDED ITEMS:** Resident acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he or she shall not allow such property to enter the dwelling without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and or treated by Pest Control.

**7. ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION:**

Resident shall allow Management, Maintenance staff and Pest Control to have full access to the dwelling at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and the Resident's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Management and Pest Control to treat the dwelling. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Simultaneously as we treat the dwelling, unless otherwise prohibited by law, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control company that we approve. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Management or Pest Control and holds Management and Pest Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

**8. NOTIFICATIONS BY RESIDENT:**

Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the dwelling or in any of Resident's clothing, furniture, and/or other personal property. Resident shall promptly notify Management of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling for a bed bug infestation on his own or hire any outside pest control company and acknowledges that Management has the full right to select its own Pest Control to perform treatments and cleaning of the dwelling and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

**9. METHOD OF TREATMENT:** If Management decides to have the dwelling treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Management and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

**10. ON SITE TRANSFERS OR TEMPORARY VACATING:**

**A. On-Site Transfers:** If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Management and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Management or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Management OR Pest Control, Resident or Resident's family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated by Management or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident's personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

**B. Temporary Vacating:** If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2)(a)1., Management's only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Management may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling is habitable, Management shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.

**11. RESIDENT CAUSED CONDITIONS:** If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment Management incurs to remedy the bed bug infestation situation. If Management must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings.

**12. NON-RESIDENT CAUSED BED BUG INFESTATIONS:** If in the sole opinion of Management and Pest Control the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the dwelling, AT MANAGEMENT'S OPTION the Lease Contract may be terminated and Resident may still be required to vacate the dwelling and return possession of the premises to Management if it is determined by Pest Control that it is not feasible to eradicate the infestation with the Resident continuing to reside on the premises. Management shall not be responsible for Resident's consequential losses if the Lease Contract is so terminated.

**13. DAMAGES:** Under no circumstances shall Management or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.

**14. LEASE TERMINATION:** In the event bed bugs are determined to be in the dwelling, Management shall have the right to terminate the tenancy by giving Resident seven days' written notice requiring Resident to permanently vacate the dwelling and remove all furniture, clothing, and personal belongings. Management in its sole judgment shall have the right to terminate the tenancy and obtain possession of the dwelling regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, Resident must vacate the dwelling upon such termination. A Resident who fails to vacate after the lease has been terminated shall be subject to an eviction action and assumes all risks of remaining in the dwelling.

**15. INVALID OR UNENFORCEABLE PROVISIONS:** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

**16. SPECIAL PROVISIONS.** \_\_\_\_\_  
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**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

Exhibit "E"

**RESTATED SECOND AMENDED AND RESTATED**

**BY-LAWS**

**OF**

**CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**

**SAMPLE FORM**  
**NOT A VALID FORM**

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RESTATED SECOND AMENDED AND RESTATED

BY-LAWS

OF

CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

1.1 **Name.** The name of the Association shall be Celebration Residential Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 **Principal Office.** The principal office of the Association shall be located in Osceola County, Florida. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the Association's affairs may require.

1.3 **Definitions.** The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Community Charter for Celebration Residential Properties filed in the Official Records of Osceola County, Florida, as may be amended or supplemented from time to time (the "Charter"), unless the context indicates otherwise.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

2.1 **Membership.** The Association shall have two classes of membership, Owner Membership and The Celebration Company Membership, as more fully set forth in the Charter, the terms of which pertaining to membership are incorporated by reference.

2.2 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members the Board may designate, either within the Properties or as convenient as possible and practical.

2.3 **Annual Meetings.** The Board shall set regular annual meetings so as to occur during the third quarter of the Association's fiscal year on a date and at a time the Board sets. Beginning in 2011 the regular annual meeting of the membership and subsequent annual meetings thereafter shall occur during the first quarter of the calendar year on a date and at a time the Board sets. Directors elected in the third quarter of 2008 shall serve until the first quarter of calendar year 2011. Directors elected in the third quarter of calendar year 2009 shall serve until the first quarter of calendar year 2012. The dates contained herein are procedural in nature and may be eliminated from this Charter in any restatement made after the 2012 year.

2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by 2% of Owners. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided that the signature clearly acknowledges the substantive content or purpose of the petition. Such meeting shall be held within 30 days after the petition is submitted to the Board.

**2.5 Notice of Meetings.** Written, printed or electronic notice stating the place, day, and hour of any meeting of the Membership shall be delivered, either personally or by mail, to each Owner entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Owner at his address as it appears on the records of the Association, with postage prepaid.

**2.6 Waiver of Notice.** Attendance at a meeting by an Owner shall be deemed waiver by such Owner of notice of the time, date, and place thereof, unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**2.7 Adjournment of Meetings.** If any Association meeting cannot be held because a quorum is not present, a majority of the Owners who are present at such meeting may adjourn the meeting to a time not less than five or more than 90 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Owners in the manner prescribed for regular meetings.

The Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Owners to leave less than a quorum, provided that the Owners representing at least 15% of the Owners remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

**2.8 Voting.** The voting rights of the Members shall be as set forth in the Charter, and such voting rights provisions are specifically incorporated by reference.

**2.9 Proxies.** On any matter as to which an Owner is entitled personally to cast the vote for his Unit, such vote may be cast in person or by proxy, subject to the limitations of Florida law relating to use of general proxies and subject to any specific provision to the contrary in the Charter or these By-Laws. No proxy shall be valid unless signed by the Owner of the Unit for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than 90 days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given.

**2.10 Majority.** As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

**2.11 Quorum.** Except as otherwise provided in these By-Laws or in the Charter, the presence of the Owners in person or by proxy representing 20% of the total votes eligible to vote in the Association and the presence of a duly appointed representative of The Celebration Company shall constitute a quorum at all Association meetings.

**2.12 Conduct of Meetings.** The president shall preside over all Association meetings, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**2.13 Affirmative Minimum Threshold Voting.** For any vote of the Membership as authorized in this Charter, except for election of the Board of Directors, a meeting of the Membership shall not be required. All voting shall be conducted by direct absentee ballot or as set forth herein.

The minimum number of affirmative votes cast to pass a proposition before the Membership is defined as the "Threshold Vote". The Threshold Votes are expressed as a percentage or fraction of the total votes cast and not as a percentage or fraction of the entire Membership. The Threshold Votes required for various actions are set forth elsewhere and throughout this Charter.

First, for any vote to be valid, ballots must be cast in favor of the prospectus in sufficient number to equal or exceed the "Affirmative Minimum Threshold" ("AMT"). The AMT is defined as ten (10%) percent of the total eligible votes of the Association where the Threshold Vote requirement is a majority and fifteen (15%) percent of the total eligible votes where the Threshold Vote requirement is two-thirds (2/3) or greater. Second, and in addition, for a proposition before the Ownership to pass, the total affirmative votes cast must meet or exceed the Threshold Vote requirement for the particular item.

The ballot item must be noticed to the Owners at least 14 days prior to the day that ballots must be cast. Notice and ballots may be sent to Owners via U.S. Mail, personal delivery, or electronically (email or facsimile). If required by Florida Statutes, written consent shall be obtained from the Owners in writing for the electronic delivery of Notice and Ballots.

### **Article III** **Board of Directors: Number, Powers, Meetings**

#### **A. Composition and Selection.**

**3.1 Governing Body; Composition.** The Association's affairs shall be governed by a Board of Directors, each of whom shall have one equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees, or others; provided, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. The directors shall be Owners or spouses of such Owners; provided, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is not a natural person, or any officer, director, partner, or trust officer of such Owner shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Owner; provided, no Owner may have more than one such representative on the Board at a time.

**3.2 Number of Directors.** The number of directors in the Association shall seven.

#### **3.3 Nomination and Election Procedures.**

**(a) Nominations and Declarations of Candidacy.** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of Owner Members. The Board shall establish such other rules and regulations as it deems appropriate to conduct the

nomination of directors in a fair, efficient and cost-effective manner. An Owner will be deemed ineligible for running for a position on the Board of Directors if he or she is in violation of any of the governing documents and is serving any Board imposed sanctions pursuant to Section 8.2 of the Charter.

Except with respect to directors selected by The Celebration Company, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Owners or representatives of Owners. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates.

Each candidate shall be given reasonable, uniform opportunity to communicate his or her qualifications to the Owners and to solicit votes.

**(b) Election Procedures.** At the discretion of the Board of Directors, except as otherwise provided for in the Charter or these By-Laws, elections may be conducted in a manner that permits Owners to exercise their vote in person, by mail, personal delivery, telephone, facsimile, electronic mail, the Internet, or other means of electronic communication. The Board of Directors may adopt rules for votes cast through electronic means in order to reduce the possibility of fraud. Written instructions describing such rules, to the extent such rules have been adopted, shall be made available to Unit Owners along with the notice of each election. The Secretary shall cause notice of the elections to be mailed or delivered (including electronic delivery) to each Owner at least 10 days prior to the closing date established by the Board for filing of the ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "election date."

Each Owner may cast the vote assigned to his Unit for each position to be filled from the slate of candidates.

There shall be no cumulative voting, which is a method of voting for directors where an Owner may cast all or any of its votes in a directors' election for a single candidate (e.g., assuming three open director positions, cumulative voting would permit a single voter to cast three votes for a single candidate).

On the election date, the Board or its designee shall open and count the ballots. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected.

**3.4 Election and Term of Office.** Notwithstanding any other provision of these By-Laws:

All Directors shall be elected by the Owners at large. Elections shall be decided by a plurality of those ballots cast. Upon the expiration of each director's term of office, the Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Directors may serve a limit of two consecutive two-year terms, and must wait at least one year before running for re-election. Directors shall continue to hold office until their respective successors have been elected. The terms of the Directors shall be staggered.

(a) Pursuant to Section 3.5 of these By-Laws, any vacancy for a period of less than one year may be filled by Board appointment.

(b) Any vacancy of one year or more will be filled by:

(i) Board may appointment until the next election by Owners and:

(ii) At the next election by Owners. Candidates receiving the highest number of votes will be ranked from highest to lowest, with the candidates receiving the most votes receiving two year terms followed by the filling of the remaining term(s).

(iii) At the organizational meeting following the election, the Board of Directors, by corporate resolution and unanimous decision, may reassign one year terms and two year terms of the candidates just elected.

**3.5 Removal of Directors and Vacancies.** Any director elected by the Owners may be removed, with or without cause, two-thirds (2/3) vote of a quorum of the Association at a meeting or a two-thirds (2/3) Threshold Vote of the Owners who cast ballots in a Referendum as defined in Charter section 4.3. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be selected as set forth in Section 3.4 of these By-laws. Any director who is more than 90 days delinquent in the payment of any assessment or other charge due the Association shall be deemed to have abandoned office, creating a vacancy in the office to be filled according to this Section 3.4. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to failure to pay assessments or consecutive unexcused absences.

Any director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be selected as set forth in Section 3.4 of these By-laws.

In the event of a death, disability, or resignation of a director elected by the Owners, the Board may declare a vacancy and a successor may be selected as set forth in Section 3.4 of these By-Laws.

## **B. Meetings.**

**3.6 Organizational Meetings.** The first Board meeting following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

**3.7 Regular Meetings.** Regular Board meetings may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

**3.8 Special Meetings.** Special Board meetings shall be held when called by written notice signed by the President or by any two directors.

### **3.9 Notices; Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, the Internet, or other means of electronic communication, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices of special meetings of the Board shall also be posted in a prominent place within the Properties. Notices sent by first class mail shall be deposited into a United States

mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**3.10 Telephonic Participation in Meetings.** Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

**3.11 Quorum of Board of Directors.** At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Charter. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

**3.12 Compensation.** No director shall receive any compensation from the Association for acting as such unless approved by a vote of a majority of a quorum of the Association at a meeting or a majority Threshold Vote of the Owners who cast ballots. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

**3.13 Conduct of Meetings.** The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

**3.14 Open Meetings.** Subject to the provision of Section 3.15, all meetings of the Board shall be open to all Owners, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss pending or proposed litigation, and personnel matters.

**3.15 Action Without a Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

**C. Powers and Duties.**

**3.16 Powers.** The Board of Directors shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Charter, these By-Laws, the Articles of Incorporation, and as provided by law. The Board may do or cause to be done all acts and things that the Charter, Articles of Incorporation, these By-Laws, or Florida law do not direct to be done and exercised exclusively by the Owners.

**3.17 Duties.** The Board's duties shall include, without limitation:

- (a) preparation and adoption of annual budgets for submission to the Joint Committee, and establishing each Owner's share of the Common Expenses and Service Area Expenses;
- (b) cooperating with the Joint Committee in assessing and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties.
- (e) depositing all funds received on the Association's behalf in a bank depository that it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules and regulations;
- (g) opening bank accounts on the Association's behalf and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Charter and these By-Laws;
- (i) enforcing by legal means the provisions of the Charter, these By-Laws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying insurance, as provided in the Charter, providing for payment of all premiums, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the Association's receipt and expenditures;
- (m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Charter, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area as may be determined necessary, in the Board's sole discretion, to the ongoing development or operation of the Properties;

(o) cooperating with the Joint Committee in carrying out its purposes and responsibilities under the Charter and the Joint Committee By-Laws;

(p) indemnifying a director, officer, or committee member or former director, officer, or committee member of the Association to the extent such indemnity is required by Florida law, the Articles of Incorporation, or the Charter;

(q) performing the responsibilities of a Member of the Joint Committee and cooperating with the Joint Committee and its other members in upholding the Community-Wide Standard; and

(r) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Charter.

(s) a requirement that each Director has a working knowledge of the governing documents and agrees to abide by the Board of Directors Standards of Conduct.

**3.18 Right of The Celebration Company to Disapprove Actions.** So long as The Celebration Company Membership exists, The Celebration Company shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee that in The Celebration Company's sole judgment, would tend to impair rights of The Celebration Company or Builders under the Charter or these By-Laws, or interfere with development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(a) The Celebration Company shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies as to the Board meetings with Section 3.7, 3.8, and 3.9 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Celebration Company shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program that would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Celebration Company, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Celebration Company, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed action but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. The Celebration Company shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable law and regulations.

**3.19 Management.** The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board

shall authorize. The selection of a management agent shall be subject to the prior approval of the Joint Committee. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in subparagraphs (a), (f), (i), (j), (n), and (o) of Section 3.17. The Celebration Company, or an affiliate of The Celebration Company, or the Joint Committee may be employed as managing agent or manager.

The Board President shall have the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board, unless the Board delegates that power to another one of its members.

The Association shall not be bound, either directly or indirectly, by any management contract executed during The Celebration Company Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of The Celebration Company Control Period upon not more than 90 days' written notice.

**3.20 Accounts and Reports.** The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

- (a) accounting and controls should conform to generally accepted accounting principles;
- (b) the Association's cash accounts shall not be commingled with any other accounts;
- (c) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (d) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (e) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and
- (f) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared and reviewed by an independent

accountant; provided, upon written request of any holder, guarantor or insurer of any Mortgage on a Unit, the Association shall provide an audited financial statement.

**3.21 Borrowing.** The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Voting Member approval in the same manner provided in Section 12.3 of the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt outstanding exceeds or would exceed 20% of the budgeted gross expenses of the Association for that fiscal year.

**3.22 Right to Contract.** The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Service Area and other owners or residents associations, within and outside the Properties; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

**3.23 Enforcement.** In addition to such other rights as are specifically granted under the Charter, the Board shall have the power to impose monetary fines, pursuant to the procedure set forth in Chapter 720, Florida Statutes, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Charter, these By-Laws, or any rules and regulations duly adopted hereunder; provided, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. The Association is specifically authorized to levy up to five thousand dollars (\$5,000) in aggregate fines for each continuing violation as allowed in Section 720.305, Florida Statutes. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, guest or invitee of a Unit violates the Charter, By-Laws, or a rule and a fine is imposed, the fine may first be assessed against the occupant; provided, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The Board's failure to enforce any provision of the Charter, these By-Laws, or any rule shall not be deemed a waiver of the Board's right to do so thereafter.

(a) **Notice.** Prior to imposition of any sanction hereunder or under the Charter, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, appointed pursuant to Article V, and (iv) a statement that proposed sanction shall be imposed as contained in the notice unless the violation is cured within 14 days from the date the alleged violator receives the aforementioned written notice or the Board or the Covenants Committee subsequently elects not to affirm the imposition of such sanction. Any decision by the Board or the Covenants Committee not to impose sanctions in connection with a violation of the Governing Documents shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

If a timely request for a hearing is not made, the sanction stated in the notice may be imposed without the necessity of a hearing; provided, the Association may not impose a fine or suspend Common Area use rights for any violation other than a failure to pay assessments, unless the Covenants Committee, by a majority vote, first approves the proposed fine or suspension.

(b) **Hearing.** If a hearing is required within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice,

together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 10 days after the hearing date.

(d) **Additional Enforcement Rights.** Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Charter, these By-Laws, or the Rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in the Charter, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

**3.24 Conflicts of Interest.** No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:

(a) Such relationship or interest is disclosed or known to the Board which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the interested director's votes; or

(b) Such relationship or interest is disclosed or known to the Owners entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the Board or the Owners.

The interested director may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves, or ratifies such contract or transaction.

## **Article IV**

### **Officers**

**4.1 Officers.** The Association's officers shall be a President, Vice President, Secretary, and Treasurer. Officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**4.2 Election and Term of Office.** The Board shall elect the Association's officers at the first meeting of the Board following each election date.

**4.3 Removal and Vacancies.** The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

**4.4 Power and Duties.** The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Charter and may delegate all or part of the preparation and notification duties to finance a committee, management agent, or both.

**4.5 Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

**4.7 Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

## **Article V** **Committees**

**5.1 General.** The Board may appoint such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, any committee member, including committee chair, may be removed by the vote of the majority of the Board. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

**5.2 Covenants Committee.** In addition to any other committees the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. The Covenants Committee members shall be Members of the Association who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.23.

**5.3 Service Area Committees.** In addition to any other committees appointed as provided above, each Service Area that has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, to be provided to the Service Area by the Association in addition to those provided to all Members in accordance with the Charter. A Service Area Committee may advise the Board on any other issue but shall not have the authority to bind the Board. Such Service Area Committees, if elected, shall consist of three to five Members, as determined by the vote of at least 51% of the Owners of Units within the Service Area.

Service Area Committee members shall be elected for a term of one year or until their successors are elected, or such other term as may be permitted under a Supplement governing the Service Area. Any director elected to the Board of Directors from a Service Area shall be an *ex officio* member of the Committee.

In conduct of its activities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9 and 3.11 and the procedural requirements set forth in Sections 3.13, 3.14 and 3.15.

## **Article VI** **Miscellaneous**

**6.1 Fiscal Year.** The Association's fiscal year shall be the same as the fiscal year adopted by the Joint Committee.

**6.2 Parliamentary Rules.** Except as may be modified by the Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Charter, or these By-Laws.

**6.3 Conflicts.** If there are conflicts among the provisions of Florida law, the Articles of Incorporation, the Charter, and these By-Laws, the provisions of Florida law, the Charter, the Articles of Incorporation, and the By-Laws (in that order) shall prevail. In the event of a conflict between any of the foregoing documents and the Joint Committee By-Laws, the latter shall control.

**6.4 Books and Records.**

(a) **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit; any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Charter, By-Laws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) **Rules for Inspection.** The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week where such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents as requested.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

**6.5 Notices.** All notices will conform with section 21.3 of the Charter.

**6.6 Amendment.**

(a) **By The Celebration Company.** The Celebration Company may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination which is in conflict therewith; (ii) to enable any reputable title insurance company to issue title insurance coverage on any portion of the Residential

Properties; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, during the Development and Sale Period, The Celebration Company may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) **By Owners Generally.** Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing a majority of the quorum of eligible voters of the Association at a meeting or by a majority Threshold Vote of the Owners who cast ballots other than The Celebration Company. In addition, during the Development and Sale Period, any such amendment shall also require The Celebration Company's written consent. In addition, the approval requirements set forth in Chapter 16 of the Charter shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date of Amendments.** Amendments to these By-Laws shall become effective upon recordation in the Official Records of Osceola County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If an Owner consents to any amendment to the Charter or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of The Celebration Company or the Joint Committee without the written consent of The Celebration Company or the Joint Committee, or the assignee of such right or privilege.

WE HEREBY CERTIFY that these Restated Second Amended and Restated By-Laws of Celebration Residential Owners Association, Inc. were adopted by majority vote of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Celebration Residential Owners Association, Inc.,  
A Florida non-profit Corporation**

**WITNESS:**

By: [Signature]  
Tom Cozin, President  
(Print Name)

Patricia A. Wasson  
Witness  
Print name: Patricia A. Wasson

Dated: 7-5-11  
By: [Signature]  
Alex Carus, Secretary  
(Print Name) (Title)

Lori Rockel  
Witness  
Print name: Lori Rockel

Dated: 7-5-2011

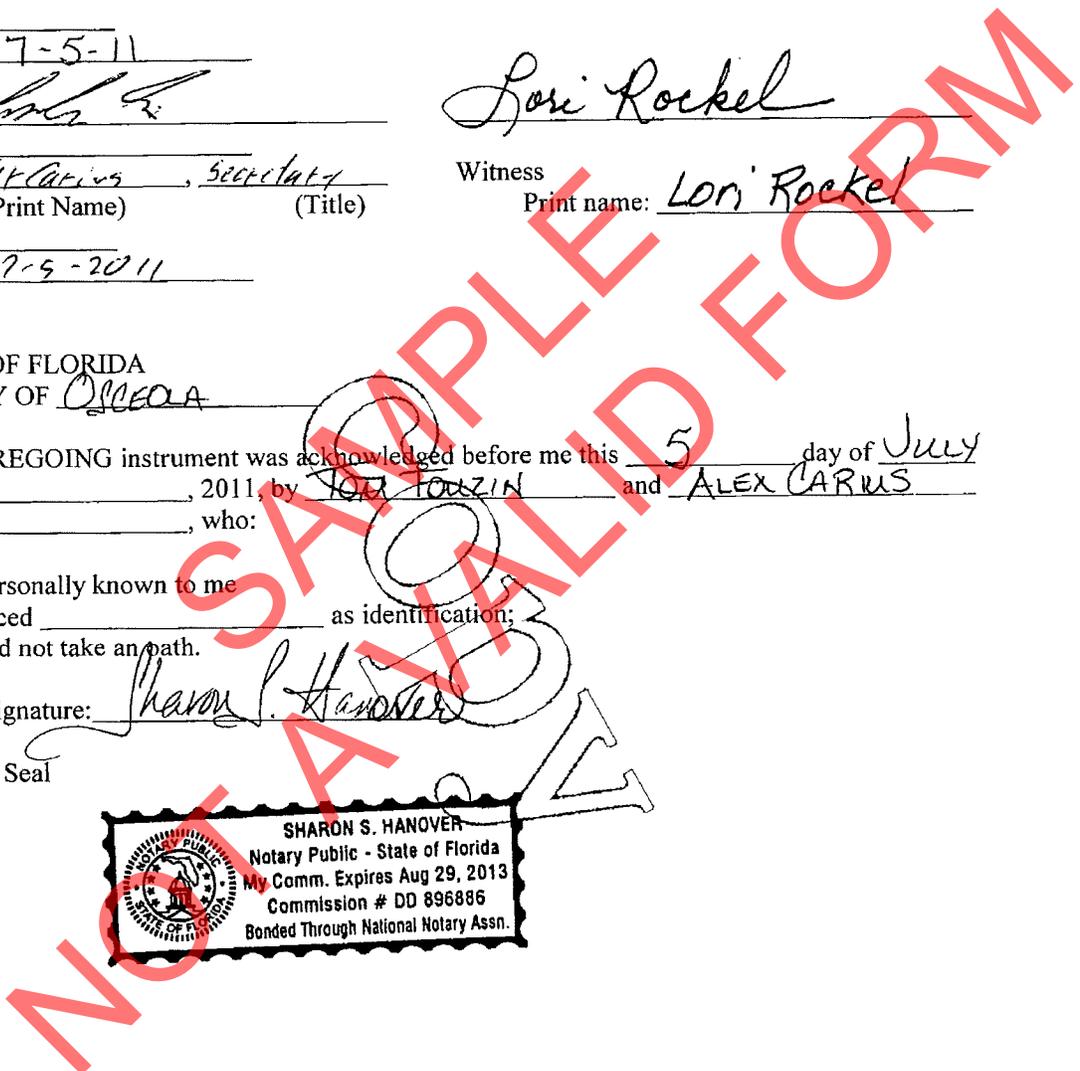
STATE OF FLORIDA  
COUNTY OF OSCEOLA

THE FOREGOING instrument was acknowledged before me this 5 day of July, 2011, by Tom Cozin and Alex Carus, who:

- are personally known to me
- produced \_\_\_\_\_ as identification; and did not take an oath.

Notary Signature: [Signature]

Stamp or Seal



## EXHIBIT "C" Rules

(Approved by the Board of Directors on 11/17/15; effective starting 11/17/15.)

10. Porches. For the purpose of this section, decorations and certain other objects on the front door, front porch wall, ceiling, steps, and railings does not constitute a structural change and does not require ARC approval. Decorations should 1) have no moving parts, 2) make no noise, 3) have no reflective surfaces, 4) not contain any words, phrases or graphics which may be considered vulgar or profane, and 5) be of a color, material, size and type compatible with the tone of the structures and landscaping existing on the property. If any decoration generates a complaint, the decoration shall be required to be reviewed by the ARC.

(a) Refer to the design guidelines for guidance on: Address Numbers, Doors (hardware, standard, screen and storm), Fans – Exterior, Flags & Flagpoles, Lighting – Structure Attached, Security Devices (Lights, Cameras, Alarms), and Screen Enclosures & Porch Screening which do require ARC approval prior to installation.

(b) The Association reserves the right to promulgate additional rules and regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street.

(c) Without limiting the foregoing, in all events, all furnishings and any other items located on porches facing public streets must be designed for outdoor use.

(d) All planters and pots intended for plants must be maintained with plants inside them. Should any plants located on any such porches die, they shall promptly be removed or replaced with living plants.

**Bylaws.** Additionally, a copy of the bylaws can be found online at the following website: <https://celebration.fl.us/wp-content/uploads/2019/07/CROA-Charter-Recorded-7-11-11.pdf>

**EXHIBIT "C"**  
**Rules**

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Chapter 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following Rules shall apply to all of the Residential Properties until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to the Charter.

**1. General.** The Residential Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or sales offices for any real estate broker retained by The Celebration Company, its designees or assigns, to assist in the sale of property described in Exhibit "A" or "B," offices for any property manager retained by the Association, or business offices for The Celebration Company, its designees or assigns, or the Association) consistent with this Charter and any Supplement. Except as specifically provided in this Exhibit "C," Units shall be used for single-family residential purposes only.

**2. Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are restricted within the Residential Properties:

(a) Parking any vehicles on any portion of a Unit other than in a garage, carport, or driveway' parking vehicles on that portion of any driveway located between the front facade of the dwelling and the street that the dwelling faces, except temporarily for a period not to exceed 24 hours in any 48-hour period; parking more than two vehicles per Unit on public or private streets or thoroughfares; parking vehicles on grass anywhere within the Residential Properties; or parking commercial vehicles or equipment, mobile homes, boats, trailers, or stored or inoperable vehicles in places other than enclosed garages, except temporarily for a period not to exceed four hours for loading and unloading; provided, such restriction shall not apply to construction vehicles or third party service vehicles while providing services to the Unit on or adjacent to which they are parked or to guest parking in accordance with such reasonable regulations as the Board may adopt;

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit subject to such additional rules as may be adopted for the Residential Properties or any portion thereof, which rules may prohibit all pets or specific types of animals. Any pet that the board, in its sole discretion, determines to be nuisance shall be removed

from the Unit upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet;

(c) Any activity or condition that interferes with the reasonable enjoyment of any part of the Residential Properties or that detract from the overall appearance of the Residential Properties;

(d) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and recorded, except that The Celebration Company shall be permitted to subdivide or replat Units that it owns;

(e) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(f) Occupancy of a Unit by more than two persons per bedroom in the Unit. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Unit more than 30 days in any six-month period;

(g) Operation of golf carts on portions of the Residential Properties other than Golf Courses and cart paths designated for such purpose, except that agents, employees, and representatives of the Association, the Nonresidential Association, the Joint Committee, and the CDD's may operate golf carts within the Residential Properties in the performance of their respective duties, and the agents, employees, and representatives of The Celebration Company and its affiliates may operate golf carts within the Residential Properties in conjunction with their respective development, marketing, and sales activities; provided, nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic if such vehicles meet the requirements of Florida law for operation on public streets at night and if permitted by Osceola County;

(h) Conducting, participating in, or holding any events, functions, or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, the foregoing is not intended to bar the occasional use of the interior of a residential dwelling on the Residential Properties for the activities described in this subparagraph so long as such use is either; (i) in conjunction with fundraising activities for a non-profit or charitable organization, or (ii) is a private, social, non-commercial activity;

(i) This subsection shall not apply to any activity conducted by The Celebration Company or a Builder approved by The Celebration Company with respect to its development and sale of the Residential Properties or its use of any Units that it owns within the Residential Properties, including the operation of a timeshare or similar program.

Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade so long as the Owners or occupants of a Unit do not hold, sponsor, or participate in more than one such sale within the Residential Properties in any 12-month period. Community-wide garage sales are excluded from this restriction.

Notwithstanding anything to the contrary in this Charter, The Celebration Company and any Builder approved by The Celebration Company may utilize Units as show houses or model homes. Furthermore, The Celebration Company and any approved Builder may each utilize a Unit or other approved portions of the Common Area as a sales office for homes being constructed within the Residential Properties;

(j) **Property Modifications:** Any modification to any portion of the Unit visible from any other Unit, property, or any adjacent street, sidewalk, or alley, including, but not limited to, any changes to landscaping or replacement of decorations, sports, or play equipment or other structures or signage or other means of advertisement or promotion, or any other personal property or improvements on any portion of a Unit visible from any other Unit, property or any adjacent street, sidewalk, or alley, except as authorized pursuant to Chapter 5, or as otherwise provided herein or under applicable law; provided:

(i) **Temporary Decorations:** A reasonable number of holiday and religious decorations may be displayed on a Unit for up to 40 days prior to the holiday or religious observance and up to 14 days thereafter without prior approval, subject to the right of the ARC to require removal of any such decorations with it deems (A) to be excessive in number, size, or brightness, relative to other Units in the area; (B) to draw excessive attention or traffic; or (C) unreasonably to interfere with the use and enjoyment of neighboring properties; and

(ii) **Security System Signs:** One sign, not exceeding 9"x12" in size, may be mounted in a window or on a stake not more than 36" above the ground, without prior approval, to identify the Unit as being equipped with a security system and/or monitored by a security service.

(k) **Conversion of any garage or carport to a use that precludes the parking therein of the number of vehicles for which it was originally designed.** There is an exemption to this Rule for Celebration Village Residential Area Home Business District, Lots 342-355 as recorded on the Plat of Celebration Village Unit 2, Plat Book 8, Page 185, Public Records of Osceola County, Florida, if an aforementioned Lot meets all of the following criteria:

- (i) The home on the Lot was originally designed with an alley-loading garage;
- (ii) All off-street parking requirements specified in the CDP96-0082 or by Osceola County, whichever is greater, are accommodated on the property behind the home;
- (iii) Parking area is achieved without the use of either underground or aboveground parking structures; and
- (iv) At least 45% of the total square footage of the parking space is covered by a decorative structure with landscape material.

**3. Home Business Neighborhoods.** The Celebration Company hereby designates the Units identified as Lots 342 through 355, inclusive, of Celebration Village Unit 2, according to the plat thereof recorded in Plat Book 8, Pages 185-212, of the Public Records of Osceola County, Florida, as a "Home Business Neighborhood" and reserves the right to designate other areas of the Residential Properties

as a Home Business Neighborhood. Designation by The Celebration Company of an area as a Home Business Neighborhood shall be made prior to any Unit being sold by The Celebration Company in such area. Otherwise, the Board may designate an area as a Home Business Neighborhood only with the prior written approval of 90% of the Owners of Units located within such area. Use of each Unit located within a Home Business Neighborhood shall be subject to applicable zoning and such additional covenants and restriction as may be contained in any applicable Supplement, the deed from The Celebration Company conveying such Unit, and any covenants and restriction contained or referenced therein, all of which shall be enforceable by the Association as if set forth in the Charter. Designation as a Home Business Neighborhood shall not relieve any Unit in such area from complying with all architectural controls and construction and design criteria that would apply to such Unit in the absence of such designation.

**4. Prohibited Conditions.** The following shall be prohibited within the Residential Properties:

(a) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that The Celebration Company and its assigns may operate such a program with respect to Units it owns;

(b) Display of flags must conform to Architectural Review Committee guidelines.

(c) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designated to receive video programming services via multipoint distribution services, including multi-channel, multipoint distribution services, instructional televised fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**") shall be permitted in rear yards or mounted on the rear of improvements that have been construed in accordance with this Charter; provided, as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any lot, provided that no Owner shall be required to locate any Permitted Antenna in any location that adversely affects such Permitted Antenna's ability to receive signals or that unreasonably increases the cost that such Owner would incur to install, maintain, or use said Permitted Antenna.

If an Owner needs to install a Permitted Antenna and/or its related equipment and wiring in any side yard, or on the side of any improvements, or in any front yard, or on the front of any improvements in order to avoid a diminution in signal reception from the Permitted Antenna or unreasonable costs to install, maintain, or use said Permitted Antenna, then, unless prohibited by applicable law, any installation in the

front or side yard or on the front or side of any improvements shall be subject to review and approval by The Celebration Company or, upon delegation of its powers, by the ARC pursuant to Chapter 5 of the Charter. Any such review shall be completed, and the resulting requirements communicated to the Owner, within seven days of receipt of the application for review.

The Celebration Company or the ARC may impose requirements as to location within the front or side yard or on the front or side of any improvements and the manner of installation and screening with landscaping or otherwise, in order to minimize the visibility of the Permitted Antennas and related equipment and wiring from adjacent streets and adjacent property, so long as such requirements are not inconsistent with applicable law. If any portion of this subparagraph (c) is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph (c) regarding locating Permitted Antennas in the least visible location on any lot or improvements.

The Celebration Company and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Residential Properties.

**5. Sale of Units.** It is critical for buyers to be familiar with the rules of governing home ownership in Celebration. Upon sale or transfer of a unit, the Unit Owner shall provide a complete copy of the Association's governing documents to the prospective purchaser. The Unit Owner shall also provide written confirmation of such disclosure to the Association in a form approved by the Board seven days prior to conveyance of the Unit. Failure to provide said confirmation shall result in an \$150 administrative fee charged to the Unit Owner for the cost of providing such information to the prospective purchaser.

**6. Leasing of Units.** "Leasing," for purposes of this Charter, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Except as otherwise provided in any applicable Supplement or other applicable covenants, Units may be leased in their entirety, or a garage apartment that is separate from the primary dwelling on a Unit may be leased, or a dwelling and a garage apartment on a Unit may be separately leased to different tenants; however, no single rooms or other fraction or portion of a Unit constituting less than the entire dwelling or garage apartment may be leased, and no Unit or portion thereof shall be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants.

Except for leases of garage apartments or as may otherwise be permitted by any applicable Supplement or other applicable covenant, all leases shall be for an initial term of no less than one year except with the Board's prior written consent. Leases of garage apartments shall be for an initial term of no less than three months, and no garage apartment or Unit shall be leased to more than two separate tenants in any 12-month period. No garage apartment shall be leased or used for any purpose other than residential use, except that the occupant of the primary dwelling on a Unit may use the garage apartment for other uses consistent with the Charter and these Use Restrictions and Rules.

An Owner may not lease his or her garage separately from the Unit for storage of non automobiles, as such actions shall be considered a prohibited commercial use.

Notice of any lease, together with such additional information as the Board may require, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. Failure to do so will result in a \$1,000 fine to the Owner. The Owner must make available to the lessee copies of the Charter, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

7. **Signs.** The following restrictions on signs shall apply to all Units within the Residential Properties unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.

(a) After the initial occupancy of a Unit, no “for sale” signs may be posted on a Unit unless the Owner of the Unit has completed an application to be provided by the Association for the posting of a “for sale” sign, has submitted such application to the Association, and has received an approval of such application from the Association. All such signs shall be of a form approved by the Association. Signs shall be of the same quality as those generally used by real estate professionals selling homes in the area. The Association shall be entitled to charge a fee in connection with the submittal of such application. Any “for sale” signs that have been approved by the Association shall be erected in such location upon the applicable Unit as the Association chooses, within its sole and absolute discretion, and shall be subject to relocation or removal by the Association in accordance with the terms of the approved application. Owner acknowledges that the sign erected by the Association shall be the only sign or other evidence permitted on the Unit that indicates that the Unit (or any other property) is for sale, and no other plan tubes or boxes, dissemination of printed material, other signage or any other externally visible evidence that the Unit or any other property is for sale, or any other means by which the public can get information on the Unit or any other property shall be permitted; provided, The Celebration Company, or its designee, shall be entitled to post signs without Board approval.

(b) An “open house” sign indicating that the Owner of the Unit is hosting such an event may be posted on the Unit for a period not to exceed three continuous days. Such sign must conform to Architectural Review Committee guidelines.

(c) Up to three signs not exceeding 18” by 24” containing political or similar endorsements may be posted on a Unit. Such signs may only be posted for 45 days prior to an election or a vote on a referendum and for two days thereafter.

(d) The Celebration Company may post “model home” or similar signs on a Unit containing model homes open to the public prior to initial occupancy of the Unit.

(e) A Unit within a Home Business Neighborhood, as described in Paragraph 3, may be identified with one sign not to exceed 24” by 36,” which sign shall be subject to prior review and approval by the Architectural Review Committee.

8. **Single-Family Residences.** Each Unit may be improved with no more than one single-family residential dwelling and such accessory structures and improvements consistent with a residential

neighborhood as may be permitted pursuant to the architectural controls described in the Charter and in the deed conveying the Units. Subject to the provisions of any Supplement, the area above a garage may contain no more than one apartment that may be used as an independent living unit (which for purposes hereof is defined as a kitchen, bathroom, and living quarters or any living unit that is utilized, leased, or intended to be leased by or to third parties). No Units shall contain more than one primary residence and more than one independent living unit, and in no event shall the primary residence and independent living unit be under separate ownership.

**9. Window Coverings.**

(a) Unless The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley, or other portion of the Residential Properties are drapes, blinds, shades, shutters, or curtains. The side of such window coverings that is visible from the exterior of any improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association) may, from time to time, approve additional colors as acceptable for the portions of window coverings visible from streets, alleys, Common Areas, or other Units.

(b) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley, or other portion of the Residential Properties without the prior approval of The Celebration Company (or the ARC, if The Celebration Company hereafter elects to delegate such approval responsibility to the Association).

**10. Porches.** The Association reserves the right to promulgate additional rules and regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street. Without limiting the foregoing, in all events, all furnishings and any other items located on porches facing public streets must be designed for outdoor use. Should any plants located on any such porches die, they shall promptly be removed or replaced with living plants.

**11. Dissemination of Information Regarding Activities or Uses that are in Violation of the Charter.** A Unit Owner, or any other person or entity on behalf of a Unit Owner, is prohibited from disseminating information through or otherwise advertising in any medium, including, without limitation, the Internet, bulletin boards, newsletters, newspapers, or any other publications regarding or soliciting persons to engage in any activity or use that would otherwise be prohibited under this Charter. (For example, placing or distributing advertisements soliciting tenants for short-term rentals in Units where such use is not authorized by this Charter would be a violation of this Charter).

**12. Garbage and Trash.** No trash, rubbish, debris, garbage, or other waste material or refuse shall be placed, stored, or permitted to accumulate on any part of a Unit except in covered or sealed sanitary containers and must not be placed outside for pick-up prior to 7:00 p.m. on the night before such garbage is scheduled to be picked up. All such sanitary containers must be stored out of view from the front façade.

13. **Personal Nature of Monetary Obligations to the Association.** All monetary obligations to the Association are personal in nature and in addition to any lien rights possessed by the Association. Any Owner, tenant, guest, or occupant of a unit that owes any monetary obligation to the Association is subject to suspension of the right to use the Common Area facilities, electronic accounts and amenities pursuant to Chapter 8 of the Charter (including notice and hearing requirements). The suspension of use rights shall continue until the entire monetary obligation is paid. This includes all monetary obligations that arise from any source including, but not limited to, assessments, interest, fees, costs of collections, fines, charges and other obligations or penalties, arising out of any past or present ownership or tenancy. This suspension of use rights shall extend to all members of the individual's family unit as defined in Chapter 7.1(f) of the Charter.

SAMPLE FORM  
NOT A VALID FORM



LEASE CONTRACT ADDENDUM
CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT



DWELLING UNIT DESCRIPTION. Unit No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

In accordance with Florida Statutes §83.595, in the event you breach the Lease Contract for the dwelling unit, and we have obtained a writ of possession, or you have surrendered possession of the dwelling unit before the lease term expires, or you have abandoned the dwelling unit, you may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which we may be entitled.

Mark only one Choice.

Choice 1: You agree to pay \$\_\_\_\_\_ (an amount that does not exceed 2 month's rent) to us as liquidated damages or early termination fee... Choice 2: You do not agree to liquidated damages or early termination fee and you acknowledge that we may seek damages as provided by law...

Resident or Residents
(All Residents must sign here)

Owner or Owner's Representative
(signs here)

Resident Date
Resident Date
Resident Date
Resident Date
Resident Date
Resident Date

Date of Lease Contract





# CLUBHOUSE/LICENSED SPACE AGREEMENT



### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

### 2. THE FOLLOWING ARE THE ONLY PARTIES TO THIS AGREEMENT. RESIDENTS SHALL NOT BE PERMITTED TO ASSIGN THIS AGREEMENT TO ANY OTHER PERSON OR ENTITY:

Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document (the "Agreement") shall serve as an agreement between Resident and Owner. This is a revocable license agreement, and is not a lease. Owner has the right to terminate this license at any time, upon written notice to you.

### 3. PURPOSE OF AGREEMENT.

By signing this Agreement, Resident agrees to the terms and conditions set forth herein related to the licensing of the Clubhouse/Licensed Space and other licensed space on the property related, directly or indirectly, to the Clubhouse, which is not included in your current lease, nor generally available to residents. The Clubhouse/Licensed Space shall solely be used for the following intended use, and for no other reason (including commercial use):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. IDENTIFICATION OF CLUBHOUSE/LICENSED SPACE:

The Clubhouse/Licensed Space is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maximum occupancy of the Clubhouse is \_\_\_\_\_ persons.

### 5. USAGE PERIOD:

The Clubhouse/Licensed Space shall only be used by Resident during the following times: \_\_\_\_\_ to \_\_\_\_\_ on the following date: \_\_\_\_\_. Resident must clean and return the Clubhouse/Licensed Space within \_\_\_\_\_ hours following the end of the usage period.

### 6. FEES.

Owner agrees to license to you the above identified Clubhouse/Licensed Space in the amount of \$ \_\_\_\_\_. (non-refundable). Resident agrees to a damage deposit of \$ \_\_\_\_\_. The damage deposit and license fee amount are due upon the signing of this Agreement. The damage deposit amount will be returned to Resident after the Clubhouse/Licensed Space is cleaned by Resident and returned to its pre-licensed condition. Any costs Owner incurs related

to returning the Clubhouse/Licensed Space to its original condition will be withheld and deducted from the damage deposit. Resident agrees and understands that Resident's liability is not limited to the monetary amount of the deposit, and Owner's retention of the deposit or any portion thereof does not constitute a limitation of Owner's remedies for excessive hours of use, cleaning expenses or property damage to the Clubhouse/Licensed Space. This deposit is not a security deposit nor related in any way to the Resident's lease at the property.

### 7. RULES AND REGULATIONS.

Resident, as Licensee, agrees to the rules and regulations set forth below:

- Resident must be a current Resident in good standing on the date of the use of the Clubhouse/Licensed Space.
- Resident agrees to end use of the Clubhouse/Licensed Space promptly at the agreed upon time.
- Resident must be continuously present for the duration of the licensed time.
- Resident agrees to use the Clubhouse/Licensed Space for its intended use and not for any other use.
- Resident agrees to only use the area of the Clubhouse/Licensed Space as identified in this Agreement and not any adjoining area.
- If permitted, Resident agrees to abide by all laws and regulations related to the distribution, sale, and/or consumption of alcohol on the property:
  - Resident is permitted to serve alcohol.
  - Resident is not permitted to serve alcohol.
- If required, Resident agrees to secure event insurance, and abide by all coverage terms and conditions:
  - Resident is required to have event insurance.
  - Resident is not required to have event insurance.
  - Resident agrees to abide by the following additional requirements:
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
    - \_\_\_\_\_
- Resident and guest(s), invitee(s) or other persons using the Clubhouse/Licensed Space shall not behave in a loud or obnoxious manner, disturb or threaten the rights, comfort, health, safety, or convenience of Residents and others, disturb Owner's business operations, or breach the peace in any manner. Resident understands that Resident is fully responsible for the actions of your guest(s), invitees and other persons during your use and possession of the Clubhouse/Licensed Space, including the entering and exiting of the property.
- Resident shall direct its guests/attendees to park only in the designated areas. All guests and attendees are required to comply with Community Rules and Regulations.
- Resident agrees not to exceed the occupancy limits for the Clubhouse/Licensed Space.
- Owner or its agents can immediately terminate Resident's use of the Clubhouse/Licensed Space if there is any violation of this Agreement.





COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: \_\_\_\_\_

Resident(s): \_\_\_\_\_

Dwelling No./Address: \_\_\_\_\_

Lease Date: \_\_\_\_\_

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.

II. POOL. This Community [ ] DOES; [ ] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
For their safety, Residents should not swim alone.
Pool hours are posted at the pool.
No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
Resident(s) must accompany their guests.
Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community [ ] DOES; [ ] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_
(2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

IV. PACKAGE RELEASE. This Community [ ] DOES; [ ] DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community  **DOES**;  **DOES NOT** have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
  - All vehicles must be registered at the Management office.
  - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a \_\_\_\_\_ hour notice is placed on the vehicle.
  - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
  - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
  - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
  - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
  - No person shall knowingly maintain a fire hazard.
  - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of \_\_\_\_\_ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
  - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
  - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
  - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
  - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - Remove infants and young children from the dwelling.
  - Remove pets or place them in bedrooms, and notify Owner of such placement.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover fish tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
  - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
  - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XI. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XII. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIII. **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.





CONSTRUCTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and dwelling units, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: \_\_\_\_\_

Anticipated Start Date: \_\_\_\_\_

Anticipated End Date: \_\_\_\_\_

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the dwelling unit may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and dwelling units. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the Dwelling Unit for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the dwelling unit not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the dwelling unit ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the dwelling unit. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the dwelling unit, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. DISPLACEMENT. In the event Resident must be displaced from the dwelling unit that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the dwelling unit, Owner, at Owner's sole option, shall transfer Resident to another dwelling unit within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.





COVID-19 EVICTION NOTICE  
CONSUMER FINANCIAL PROTECTION BUREAU  
DISCLOSURE OF CONSUMER RIGHTS



1. DWELLING UNIT DESCRIPTION. Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address) in \_\_\_\_\_ (city),  
Florida, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: \_\_\_\_\_

Owner's name: \_\_\_\_\_

\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. DATE THIS DISCLOSURE WAS PROVIDED TO THE ABOVE-NAMED RESIDENT(S): \_\_\_\_\_

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

- visit [www.cfpb.gov/eviction](http://www.cfpb.gov/eviction);
- or call a housing counselor at 800-569-4287.

Owner or Owner's Representative  
(signs below)

\_\_\_\_\_

**For Office Use Only:**

**Method of Delivery:**

Hand-delivered to any of one of the residents named above

Hand-delivered to any person \_\_\_\_\_ or older residing in the dwelling

Posted on the  inside  outside of the dwelling's main entry door

Sent by first-class mail;  Sent by certified mail, return receipt requested

Sent by registered mail

**Corrective Measures Verified by Owner and When:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**CRIME/DRUG FREE HOUSING ADDENDUM**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

**4. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
  1. Engaging in any act intended to facilitate any type of criminal activity.
  2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
  3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Florida and/or the Federal Controlled Substances Act.

**Resident or Residents (sign here)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative (signs here)**

\_\_\_\_\_

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

**B. YOU AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT 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 a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**5. CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
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**Date of Signing Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_



# LEASE ADDENDUM FOR GARAGE, CARPORT AND/OR STORAGE UNIT



### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. PREMISES.

The Premises as defined herein, shall be an enclosed garage, a carport and/or storage unit (hereinafter referred to as the "Premises):

- garage or carport attached to the dwelling;
- garage space number(s) \_\_\_\_\_;
- carport space number(s) \_\_\_\_\_; and/or
- storage unit space number(s) \_\_\_\_\_.

### 4. USE.

Only those persons whose names appear on this addendum may use the Premises. The Premises may be used solely for private residential storage and under no circumstances shall any business activity be conducted from or in the Premises. No person shall be permitted to sleep in the Premises at any time or remain in the Premises with the door closed.

### 5. PETS.

No pets or animals may be kept in the Premises.

### 6. DEFAULT AND REMEDIES.

If Resident(s) default in complying with this addendum or the law, Owner has the right to retake possession as provided by Florida law and institute eviction proceedings. If, Resident(s)' or invitees(s) engage in criminal activity on the Premises, such action will be a default for which this addendum and the apartment tenancy may be immediately terminated. In addition to any of the foregoing, Owner has all other rights and remedies provided by law.

### 7. RIGHT TO ENTER AND TERMINATE.

Resident(s) consent to Owner entering the Premises at any time and for any purpose without notice. Owner reserves the right to terminate this Addendum at any time and for any reason whatsoever and Resident(s) agree to immediately remove all items from the Premises or face eviction proceedings from the Premises and the apartment unit.

### 8. REPAIR AND MAINTENANCE.

Resident(s) acknowledge that they have inspected the Premises and are fully satisfied and accept it in "as is" condition. Resident agrees to be fully responsible for any damage caused to the interior of the Premises including but not limited to the walls, ceiling, floor and the door(s).

### 9. ALTERATIONS.

Resident(s) may not make any alterations or additions to the Premises or affix anything to the floor, ceilings or walls.

### 10. CONTENTS.

Nothing may be used or kept in or about the Premises which would in any way affect the terms and conditions of Owner's fire and extended coverage insurance policy, constitute a violation of the law, or otherwise be a hazard in Owner's sole judgment. **NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE PREMISES. NO ELECTRICITY MAY BE HOOKED UP TO THE PREMISES AND NO PLANTS MAY BE GROWN IN THE PREMISES.**

### 11. PEST CONTROL.

Owner will in no way whatsoever be providing any pest control for the Premises and shall not be liable for any damages caused by pests to the Premises.

### 12. LIABILITY.

Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Premises, whether caused by Owner, someone else, weather, fire, wind, rain, water, mold, mildew, microbial growth, flood or any other acts of God. Resident(s) are responsible for obtaining Resident(s)' own casualty and liability insurance, and, agree to save and hold Owner harmless and indemnify Owner from any liability. **OWNER STRONGLY RECOMMENDS THAT RESIDENT(S) SECURE INSURANCE TO PROTECT YOUR PROPERTY.** Resident(s) agree to save and hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Premises.

### 13. SECURITY.

Owner does not provide and has no duty to provide security services for Resident(s)' protection or the protection of Resident(s)' property in the Premises. Resident(s) must look solely to public police for such protection. The Premises has a lock, which Owner does not warrant in any way. In the event any locks are broken, Resident(s) shall be responsible for the cost of replacement of the locks. **Resident(s) may not change the lock(s) on the Premises.**

### 14. POLICIES.

In addition to the policies herewith and the attached rules and regulations or any other attachments, the receipt of which is hereby acknowledged, Resident(s) agree to observe and be bound by any other reasonable policies or rule changes which may be later implemented by Owner.

### 15. GARAGE SALES.

Resident(s) agree that no "garage sales" shall be permitted in or around the Premises, parking areas or common areas and nothing shall be sold out of or around the Premises, parking areas or common areas without express written permission of the Owner.

### 16. ABANDONED PROPERTY.

Resident(s) agrees that should they vacate leaving any items in the Premises or should resident(s) fail to vacate the Premises after notice or eviction, Owner is expressly given permission to dispose of the items in any way holding the Owner harmless and Resident(s) agree to be liable for any expenses arising out of the disposal with regard to any items left in Premises after Resident(s) vacate the Premises. Resident(s) expressly agree to waive all rights and procedures regarding the disposition of abandoned property provided in Florida Statutes. By signing this addendum, Resident(s) agree that upon surrender or abandonment, as defined by Florida Statutes, that Owner shall not be liable or responsible for storage or disposition of the Resident(s) personal property.





# FEDERALLY REQUIRED RENOVATION NOTICE OF LEAD HAZARD INFORMATION



## Regarding Renovation, Maintenance or Repair That May Create Paint Dust in a Dwelling Unit or Common Area

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 dwelling if more than 6 square feet of surface of the interior dwelling or 20 square feet of the exterior of the dwelling or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

- The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
- The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
- The general description of the work is: \_\_\_\_\_  
\_\_\_\_\_
- The location of the work on or in your dwelling is: \_\_\_\_\_  
\_\_\_\_\_
- The location of the work in common areas is: \_\_\_\_\_  
\_\_\_\_\_
- The date the work is expected to start is: \_\_\_\_\_  
Expected ending date: \_\_\_\_\_
- We will timely notify you if the work needs to continue beyond the expected ending date.
- If the work is in a dwelling unit, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
- If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (check as applicable):  
 from the onsite management office;  wherever you pay the rent or  other \_\_\_\_\_
- Address of dwelling unit: \_\_\_\_\_  
\_\_\_\_\_
- Address of common area (if applicable): \_\_\_\_\_  
\_\_\_\_\_
- Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): \_\_\_\_\_  
\_\_\_\_\_

### ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT

*(This acknowledgment is to be used when renovation is inside a dwelling and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)*

Names of all residents in the dwelling unit described above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
--	---	-------------

### CERTIFICATION BY RENOVATOR'S REPRESENTATIVE *(Check applicable box below)*

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Personal delivery.</b> I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the dwelling unit who signed above.   | <input type="checkbox"/> <b>Delivery by mail if work is inside dwelling.</b> I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the dwelling unit noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service.   |
| <input type="checkbox"/> <b>Resident or adult occupant unavailable.</b> I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's unit, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the unit or slipped them under the door.                     | <input type="checkbox"/> <b>Delivery by mail if work is in common area only.</b> I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected unit in the multifamily housing property (5 or more units) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:" <input type="checkbox"/> will be available at no cost as per item 9 above, or <input type="checkbox"/> was included in the mailing to all affected units. |
| <input type="checkbox"/> <b>Resident or adult occupant refused.</b> I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the dwelling refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the dwelling or slipped them under the door. |  |

Printed name of renovator's representative	Signature of renovator's representative	Date representative signed
--	---	----------------------------

Date representative delivered or mailed notice *Optional:*  telephone or  fax numbers for more information



# GAINESVILLE, FL RENTAL HOUSING ORDINANCE ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document shall serve as an addendum ("the Addendum") that is hereby incorporated into and made part of the Apartment Lease Contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

### 3. CONFIRMATION OF COMPLIANCE WITH GAINESVILLE CITY ORDINANCE.

Pursuant to the terms and conditions of Gainesville City Ordinance Section 14.5-3 entitled "Annual residential rental unit permit" (hereafter "Ordinance"), completion of this Addendum confirms that the Resident(s) has received either an electronic copy or hard copy of the following documents as required by the Ordinance and any subsequently amended versions of the Ordinance:

- a. A completed copy of the Landlord Self-Inspection Checklist in relation to the Dwelling Unit;
- b. The current version of the "Florida's Landlord/Tenant Law" brochure prepared by the Florida Department of Agriculture and Consumer Services;
- c. The current version of the "Tenant Bill of Rights and Responsibilities" prepared by the city of Gainesville; and
- d. The city of Gainesville's most recent U.S. Department of Energy Home Energy Score, prepared for the Dwelling Unit, and provided to Landlord.

Resident acknowledges that completion of this Addendum confirms Resident has received all of the above referenced documents, either electronically or in a hard copy format, prior to commencing residency at the Dwelling Unit. Resident further acknowledges that this Addendum shall serve as a receipt of the above referenced documents and may be transmitted to the city of Gainesville, upon request, in order to fulfill the receipt requirements of Gainesville City Ordinance Section 14.5-3(a).

### 4. RESIDENT OBLIGATION TO RENEW ADDENDUM IF REQUESTED.

Upon request of Landlord or no later than thirty (30) days prior to the expiration of any city of Gainesville permit, Resident agrees to complete a renewal of this Addendum and reconfirm receipt of the above referenced documents if required to maintain Landlord's compliance with the Ordinance.

### 5. DEFAULT AND REMEDIES.

In the event Resident defaults, fails to comply, or in any other way breaches the terms of this Addendum, Resident will be deemed to have materially breached the Lease, and Landlord shall maintain all rights and remedies provided by this Addendum, the Lease, and Florida law, including but not limited to, terminating the Lease, filing a lawsuit to enforce this Addendum, filing a lawsuit for eviction to recover possession of the Dwelling Unit, breach of contract damages, attorney fees and court costs.

### 6. CHANGE IN OWNERSHIP.

In the event of a change in ownership of the Dwelling Unit prior to the permit expiration date, Resident acknowledges that this addendum continues to remain in full force and effect until the following renewal period.

### 7. MISCELLANEOUS.

If a provision or paragraph of this Addendum is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Addendum and the Lease will remain in effect.

**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_



The landlord may also enter at any time when:

- The tenant has given consent;
- In an emergency;
- The tenant unreasonably withholds consent; and/or,
- The tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

#### If the Landlord Does Not Comply

*Section 83.60 (1), F.S.*

You may be able to withhold rent if your landlord fails to do what the law or rental agreement requires. However, you must announce your intentions in writing by mail, preferably certified, at least seven days before the rent is due to allow time to remedy the problem. If the problem is not corrected within the seven days and you withhold the rent, the landlord may take you to court to collect it. Under these circumstances, you must pay the rent into the court registry, pending the judge's determination in the case.

#### If the Tenant Does Not Comply

*Section 83.56(2), F.S.*

You can be evicted for not living up to the agreement. The process of removal depends on the breach.

#### Non-Payment of Rent

*Section 83.56(3), F.S.*

The landlord must serve you, the tenant, a written notice allowing three days (excluding weekends and legal holidays) for you to pay the rent or move from the premises. If you do not pay the rent or move, he/she may begin legal action to evict you.

In order for the landlord to gain payment of rent or possession of the dwelling, he/she must file suit in county court. If the court agrees with the landlord, you will be notified in writing. You then have five days (excluding weekends and legal holidays) to respond – also in writing – to the court. If you do not respond or a judgment is entered against you, the clerk of the county court will issue a “Writ of Possession” to the sheriff who will notify you that eviction will take place in 24 hours.

*Section 83.57, F.S.*

A tenancy without a specific duration may be terminated by either party giving written notice in the manner prescribed by statute prior to the end of the tenancy period, as follows:

Week to Week ----- 7 days  
Month to Month ----- 15 days  
Quarter to Quarter ----- 30 days  
Year to Year ----- 60 days

*Section 83.67, F.S.*

Florida Law does not allow a landlord to force a tenant out by:

- Shutting off the utilities or interrupting service, even if that service is under the control of or the landlord makes payment;
- Changing the locks or using a device that denies the tenant access;
- Removing the outside doors, locks, roof, walls or windows (except for purposes of maintenance, repair or replacement); and/or
- Removing the tenant's personal property from the dwelling unless action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with section 83.59(3)(d), F.S., or lawful eviction.

If any of these occur, the tenant may sue for actual and consequential damages or three months' rent, whichever is greater, plus court costs and attorney's fees.

specified condition.

Under certain circumstances, if allowed by the provisions of the rental agreement, a rental agreement may be ended when either party gives written notice to the other of their intention. Send all correspondence relating to your intentions to the landlord by certified mail or deliver it by hand and insist on a receipt.

It is usually a good idea to talk with the landlord in person, too. If you must cancel a lease before its expiration date, perhaps the landlord will accept the security deposit as the total financial obligation. If so, be sure to obtain a signed agreement to this effect from the landlord.

When you move from a rental unit – no matter the duration – be sure to settle all accounts. Terminate utility service the day you leave; notify the landlord, post office and others of your new address; and make other arrangements to minimize inconvenience to the landlord or the new tenants.

One of the most important responsibilities as a tenant is to leave the premises in a clean condition for the next occupant. Be sure to vacuum, sweep, clean all rooms, cabinets and appliances, as well as other areas specified in the terms and conditions of the rental agreement. Take a last walk-through with the landlord. Note any damages in writing and reach a final agreement.

## Failure to Meet Obligations

Except for the failure to pay rent, a landlord must notify you in writing of any shortcomings and give you seven days in which to correct the situation. If you still have not complied after seven days, the landlord can begin the eviction process based on non-compliance.

#### Other Evictions

*Section 83.56(2)(a), F.S.*

Under certain circumstances, if you have exhibited a lack of consideration for the rights and privacy of others, a landlord has the right to require you to move with very little notice.

In some cases (destruction, damage, misuse of property, unreasonable disturbances), the landlord does not have to give you an opportunity to remedy the problem and may terminate tenancy by giving you a seven-day written notice.

Each eviction case is unique, so be sure to obtain legal advice. A landlord MAY NOT evict you solely in retaliation for the tenant complaining to a governmental agency about code violations or asserting other tenant rights.

## When You Decide to Move

Don't forget to give the required notice as stated in your rental agreement. The information above indicates appropriate notification if a specific time period is not included in the rental agreement. Be sure to check your rental agreement for any other

## Military Service

*Section 83.682, F.S.*

Florida Statutes provides that a service member may terminate his or her rental agreement under certain conditions.

## We're Here to Help!

The Florida Department of Agriculture and Consumer Services functions as the state's clearinghouse for consumer complaints.

For a free copy of the full text version of the statute or additional information, call 1-800-HELP-FLA (435-7352) or 1-800-FL-AYUDA (352-9832) en Español, or visit our website at [www.FloridaConsumerHelp.com](http://www.FloridaConsumerHelp.com).

FDACS-P-00009  
Rev. 01/18

# FLORIDA'S landlord/tenant law

SUMMARY OF CHAPTER 83,  
PART II, FLORIDA STATUTES



Florida Department of  
Agriculture and Consumer Services

# FLORIDA'S

## landlord/tenant law

### SUMMARY OF CHAPTER 83, PART II, FLORIDA STATUTES



Most renters are aware they have certain rights when they are involved in a dispute with their landlord, however they often don't know what those rights are. This brochure was developed by the Florida Department of Agriculture and Consumer Services to answer many of the questions frequently asked about landlord/tenant relationships. This brochure is NOT meant to be a complete summary of Florida's Landlord/Tenant law. This brochure is not intended for the purpose of providing legal advice. For additional information not addressed in the brochure, refer to Chapter 83, Florida Statutes (F.S.). A copy of the statutes may be obtained by calling 1-800-HELP-FLA (435-7352) or by visiting [www.FloridaConsumerHelp.com](http://www.FloridaConsumerHelp.com).

This information applies to those who rent a dwelling unit as described in Section 83.43, F.S.

### Before you Rent

Walk through the premises to identify any problems that should be fixed BEFORE you rent. Take pictures, video or make notes of

any questionable conditions and include provisions for repairs in the rental agreement or in a separate written document signed by both parties.

A tenant is an equal party with the landlord. You never have to agree to any rental arrangement. Before renting a dwelling, be sure the rental agreement covers ALL the issues addressed in this brochure. Before you sign, make sure you thoroughly understand the terms of the agreement. If you DON'T understand, DON'T sign the rental agreement. There is no grace period allowed for canceling rental agreements, so if you sign, you are bound to the agreement.

### Oral and Written Rental Agreements

A rental agreement (commonly referred to as leases) is an agreement to rent property. Rental agreements may be either written or oral. Most rental agreements are written because oral agreements can be subject to misunderstandings and are difficult to prove. A written rental agreement can be a formal contract, or simply a copy of a letter stating the rights and obligations of both the landlord and tenant.

Florida law requires that notices to and from a landlord must be in writing, even if the rental agreement is oral. Always retain a copy of any correspondence to and from your landlord.

*Section 83.46(2), F.S.*

If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which rent is payable (week-to-week, month-to-month, etc.). All other terms are either those specifically addressed by law or those that are part of the agreement between you and your landlord.

### Deposit and Rent Requirements

*Section 83.49, F.S.*

A landlord has the discretion to collect various deposits as well as some rent in advance. These advance payments generally vary in range. Be careful about making any deposit unless a definite decision has been made to move into the unit. A tenant who puts down a deposit but then decides not to occupy the unit MAY NOT be entitled to a refund. If a deposit is non-refundable, it should be stated in the rental agreement.

A damage deposit is the most common requirement of landlords. At the time of the pre-rental walk-through with the landlord, you

should make note of damaged items or areas, worn rugs, broken fixtures, etc. and give a copy to the landlord. Keep a copy for your files, which may help eliminate or minimize disputes later.

When you move out, the landlord must either return your deposit within 15 days of termination of the rental agreement, if the landlord does not intend to impose a claim upon the security deposit; or justify in writing by certified mail, to the tenant's last known mailing address within 30-days upon termination of a rental agreement, as to why they are keeping a portion of or all of the deposit. If the notice is not sent as required within the 30-day period, the landlord forfeits his/her right to impose a claim upon the deposit, unless you fail to give proper notice prior to vacating.

*Section 83.49, 3(b)(c), F.S.*

Unless you object to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to you within 30 days after the date of the notice of intention to impose a claim for damages. If you object to the landlord's claim, you may file a complaint with the Department of Agriculture and Consumer Services or institute an action in a court of competent jurisdiction to adjudicate the landlord's right to the security deposit.

### Who is Responsible?

You and your landlord share many of the responsibilities. Maintenance of the premises is a good example. Your landlord must provide a healthy, properly maintained place for you to live. You are required to keep the premises in good condition and to occupy them as a peaceful neighbor.

There are certain responsibilities that apply to each party as outlined by law.

#### The Landlord

*Section 83.51(1), F.S.*

The landlord's responsibilities will depend on the type of rental unit. The landlord at all times during the tenancy shall:

*Section 83.51(1)(a)(b), F.S.*

- Comply with the requirements of applicable building, housing and health codes; or
- Where there are no applicable building, housing or health codes, maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition.

The landlord's obligations may be altered or modified in writing

with respect to a single-family home or duplex.

*Section 83.51(2)(a)(b), F.S.*

Unless otherwise agreed in writing, in addition to the above requirements, the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

- Extermination of rats, mice, ants, wood destroying organisms, and bed bugs.
- Locks and keys.
- Clean and safe conditions of common areas.
- Garbage removal and outside receptacles.
- Functioning facilities for heat during winter, running water, and hot water.
- A working smoke detection device If the dwelling is a single-family home or duplex.

This does not mean that the landlord is obligated to pay for utilities, water, fuel or garbage removal, although a landlord may choose to do so. Other provisions relevant to a rental agreement may also be altered in writing.

#### The Tenant

*Section 83.52, F.S.*

A tenant, at all times during the tenancy shall:

- Comply with all building, housing and health codes.
- Keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean, sanitary, and in repair.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
- Not destroy, deface, damage, impair, or remove any part of the premises or property belonging to the landlord nor permit any person to do so.
- Conduct himself 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.

### Access to the Premises

*Section 83.53(2), F.S.*

Once you agree to rent a dwelling, your right to possession is much the same as if you owned it. However, the landlord can enter at reasonable times with proper notice to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply agreed services or show it to a prospective or actual purchaser, tenant, mortgagee, worker or contractor.

\_\_\_\_\_

**Exterior Safety Standards:** Ord 304.1.1 The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary

**Minimum standards**

**Y N N/A Comments**

Are foundation systems level and free of open cracks and breaks, or capable of supporting the weight of the structure itself and normal loads imposed by occupants, furniture and fixtures?

Are siding and masonry joints maintained, weather resistant or water tight?

Do parts of the structure have evidence of deterioration?

Are foundation systems level and free of open cracks and breaks, or capable of supporting nominal loads?

Are exterior walls anchored, level, and free of holes, cracks or breaks or loose and rotting materials?

Does the roof leak, have any buildup of leaves or debris that could admit rain, have inadequate drainage, or appear to be in disrepair?

Does flooring and components have defects that show signs of deterioration or fatigue?

Are decorative features properly anchored?

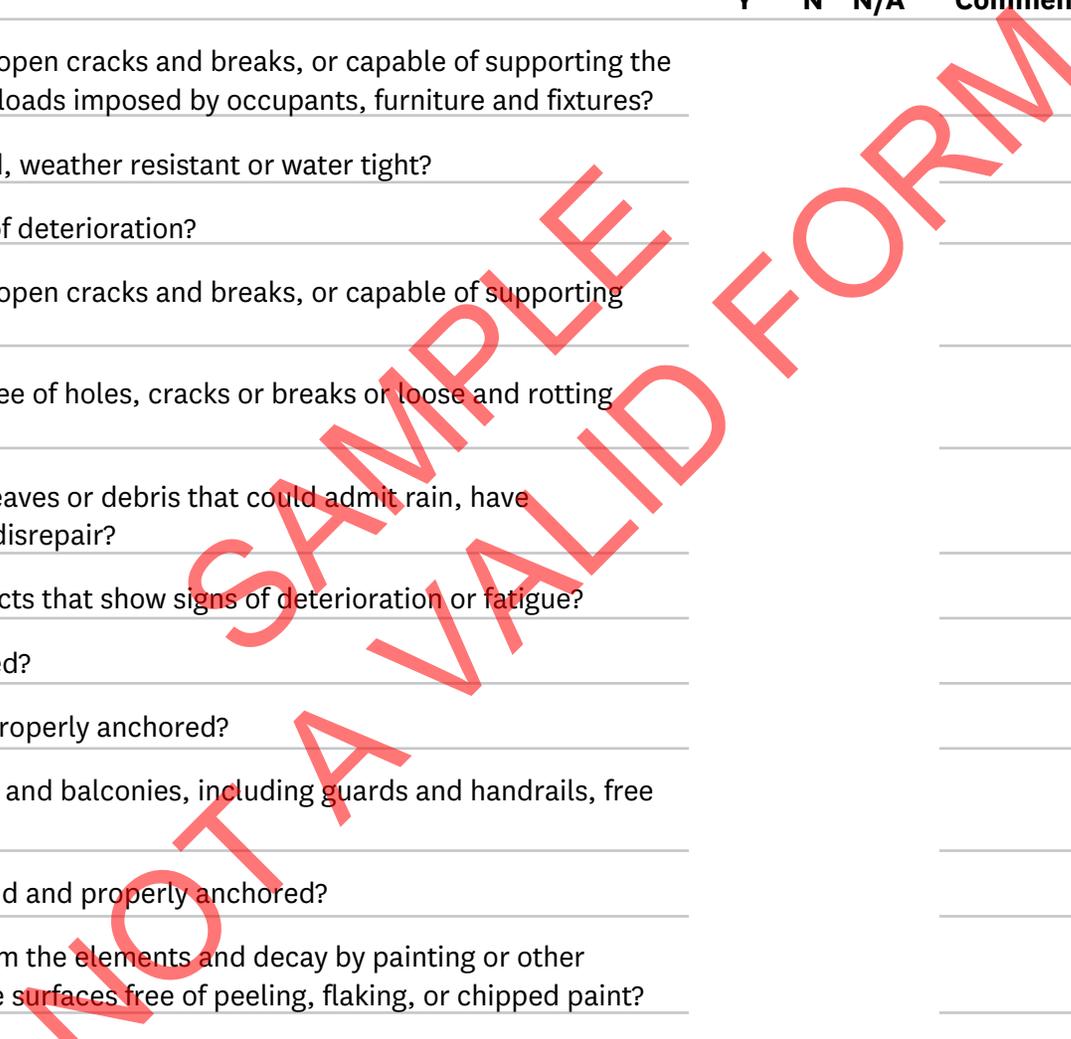
Are overhang extensions or projections properly anchored?

Are exterior stairs, decks, porches, steps and balconies, including guards and handrails, free of damage and do not sway/move?

Are chimneys and vents structurally sound and properly anchored?

Are exterior wood surfaces protected from the elements and decay by painting or other protective covering or treatment? Are the surfaces free of peeling, flaking, or chipped paint?

Are metal surfaces coated to inhibit rust or corrosion? Have oxidation stains been removed?



# Landlord Self-Inspection Checklist Rental Housing Ordinance

**Exterior Safety Standards:** Ord 304.1.1 The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary

## Minimum standards

Y N N/A Comments

Is every window, skylight, door and frame kept in sound condition, good repair, and weather-tight?

Is every openable window easily opened and capable of being held in position by window hardware?

Are screens on all doors and windows that are used for ventilation?

**Interior Safety Standards:** Ord 305.1.1 The interior of a structure shall be maintained in good repair, structurally sound, and sanitary

Do floors or walls show signs of stress or buckling?

Are stairs, landings, balconies and similar surfaces including guards and handrails structurally sound and properly anchored?

Are foundations systems firmly supported, level, and free of open cracks and breaks?

Are interior surfaces maintained in good, clean, and sanitary condition?

Is paint peeling, flaking, or chipped?

Is there cracked or loose plaster, decayed wood and other defective surface conditions?

Do interior doors fit reasonably well within the frame and are they capable of being opened and closed, and securely attached?

Is the exterior property and premises, and the interior of every structure free from any accumulation of rubbish or garbage?

Are structures kept free from insect and rodent infestation?

Does every dwelling unit contain its own bathtub or shower, lavatory, water closet, and kitchen sink that shall be maintained in a sanitary, safe working condition?

NOT A VALID FORM

# Landlord Self-Inspection Checklist Rental Housing Ordinance

**Interior Safety Standards:** Ord 305.1.1 The interior of a structure shall be maintained in good repair, structurally sound, and sanitary

## Minimum standards

**Y N N/A Comments**

Are plumbing fixtures properly installed, maintained in working order, kept free from obstructions, leaks, and defects, and capable of performing the function for which they are designed?

Is every sink, lavatory, bathtub or shower, or other plumbing fixture properly connected to either a public water system or to an approved private water system?

Are kitchen sinks, lavatories, laundry facilities, bathtubs and showers supplied with hot and cold running water?

Are plumbing fixtures properly connected to either a public sewer or to an approved private sewerage disposal system?

Do dwellings have heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms and bathrooms?

Are mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances, and water heating appliances properly installed and maintained in a safe working condition, and are they capable of performing their intended function?

Are electrical equipment, wiring, and appliances properly installed and maintained in a safe and approved manner?

Does every habitable space in a dwelling shall have at least two separate receptacle outlets spaced apart from each other or on different walls?

Does every laundry area have at least one grounding-type receptacle or a receptacle that is either protected by a ground fault current interrupter (GFCI) breaker or a listed GFCI receptacle?

Does every bathroom have at least one receptacle? Any newly installed receptacle outlet shall be GFCI protected.

Do all receptacle outlets have an appropriate protective faceplate?

NOT A VALID FORM

# Landlord Self-Inspection Checklist Rental Housing Ordinance

**Interior Safety Standards:** Ord 305.1.1 The interior of a structure shall be maintained in good repair, structurally sound, and sanitary

## Minimum standards

**Y N N/A Comments**

Does every public hall, interior stairway, toilet room, kitchen, bathroom and laundry room have at least one electric light?

Have flexible (extension-type) cords been used for permanent wiring?

Are a/c duct systems maintained, free of obstructions and capable of performing the required function?

## Additional Standards

Lawns shall be maintained

Trash containers are stored out of public view except for pick-up day

Pools shall comply with all state, county, and city regulations, to include proper fencing and barrier protection

Any property within the University of Florida Context area shall have an approved parking plan of file (info available on [www.cityofgainesville.org](http://www.cityofgainesville.org)).

Is there a smoke detector on each floor of a dwelling unit, as well as outside of each sleeping room?

Smoke detectors for the hearing impaired shall provide a signal approved for persons with such needs. This typically is a device that has a flashing strobe feature, as well an audible alarm.

Is a carbon monoxide alarm present in each dwelling unit using natural gas, propane, or fuel oil?

Is a working fire extinguisher provided in the kitchen area?

NOT A VALID FORM

# Landlord Self-Inspection Checklist Rental Housing Ordinance

## Energy Efficiency Standards *(info available on energy.gov)*

### Minimum standards

Y N N/A Comments

Is the insulation in the attic adequate to provide a minimum R value rating of R-19?

Is attic access weather stripped and insulated to a minimum of R-30?

Are all visible air conditioning and heating system duct seams and joints sealed using mastic or a combination of mastic and appropriate tape, as well as insulated to a minimum of R-6 with appropriate insulation material?

Do fireplace chimneys have working dampers, doors, or closures?

Do all showerheads have 2.2 gal/min. flow rate or less, as evidenced by imprinting on the showerhead or documentation maintained by the owner?

Do all faucets must have aerators with a 2.2 gal/min. flow rate or less, as evidenced by documentation maintained by the owner?

Does water heater(s) have a visible and properly functioning temperature pressure relief valve (TPRV)?

Are all toilets 3 gal/flush or less (use of a volume reduction device to achieve this is acceptable)?

Are water heater pipes insulated for the first three feet from the unit (excepting gas units) with appropriate insulation?

Are all visible exterior water lines that are not in an enclosed space insulated with appropriate insulation?

Has the HVAC (heating, ventilation and air conditioning) system(s) had maintenance performed by a currently licensed HVAC or mechanical contractor at least once within the past 24 months (as evidenced by documentation maintained by the owner), and have a filter installed that is appropriately sized for the system(s)?

Are wall, window, or other single room or small space cooling units in good repair, property secured and air-sealed, and with a filter installed that is appropriately sized for the unit(s)?

NOT A VALID FORM

**Tenant Bill of Rights and Responsibilities  
within the City of Gainesville  
March 2021 version**

Tenants living within the City of Gainesville have certain rights provided by the City Code of Ordinances in two broad categories – the right to rental housing without discrimination and the right to rental housing that meets minimum living standards. This document provides a summary of those rights.

**The Right to Rental Housing without Discrimination**

Article V of Chapter 8 of the City Code (which can be viewed in its entirety at [https://library.municode.com/fl/gainesville/codes/code\\_of\\_ordinances?nodetd=PTIICOOR\\_CH8DI\\_ARTVFAHO](https://library.municode.com/fl/gainesville/codes/code_of_ordinances?nodetd=PTIICOOR_CH8DI_ARTVFAHO)) recognizes the following as a “protected status or characteristic” - a person’s sexual orientation, race, color, gender, age, religion, national origin, marital status, or disability, gender identity, citizenship status, lawful source of income, veteran status or status as a victim of domestic violence, victim of dating violence, or victim of stalking.

Under the City Code, it is unlawful for a landlord or other person involved in a rental transaction to discriminate against a tenant on the basis of the tenant’s protected status or characteristic. This means a landlord or other person involved in the rental transaction CANNOT:

- Refuse to rent, refuse to negotiate or receive or transmit a bona fide offer to rent or otherwise deny or withhold any rental or evict a tenant because of tenant’s protected status or characteristic;
- Discriminate against any person in the terms, conditions or privileges of the rental, or in the furnishing of facilities or services in connection with the rental, because of a protected status or characteristic;
- Represent to any person that any housing unit is not available, because of such person's protected status or characteristic when such unit is in fact available to persons who are financially qualified;
- Make, as part of a process or pattern of discouraging the rental or occupancy of any dwelling in a particular block, area or neighborhood of the city, any representation to a prospective renter that such a block, area or neighborhood may undergo, is undergoing or has undergone a change in composition with respect to a protected status or characteristic;
- Promote, induce or influence, or attempt to promote, induce or influence, a person to rent any dwelling by referring, as a part of the pattern or process of inciting neighborhood unrest, community tension or fear of change in composition in a block, street, neighborhood or area of the city by creating or playing upon fear, by representing that the presence or anticipated presence in that area of persons of any particular protected status or characteristic will or may result in the lowering of property values in the area, the increase in criminal or anti-social behavior in the area, or a decline in the quality of the schools serving the area;
- Engage in, or hire or conspire with others to engage in, acts or activities of any nature, the purpose of which is to harass, degrade, embarrass or cause economic loss to tenant or prospective tenant because of such person's protected status or characteristic;

- Require or request that any tenant, prospective tenant, occupant, prospective occupant, or guest of the residential rental property disclose or make any statement, representation, or certification concerning his or her citizenship status;
- Disclose to any person or entity information regarding or relating to citizenship status of any tenant, prospective tenant, occupant, or prospective occupant of the residential rental property for the purpose of harassing or intimidating a tenant, prospective tenant, occupant, or prospective occupant, retaliating against a tenant or occupant for the exercise of his or her rights, influencing a tenant or occupant to vacate a dwelling, or recovering possession of the dwelling;
- Discriminate in the rental of a dwelling, or to otherwise make unavailable or deny, or impose terms, conditions or privileges in the rental of a dwelling because of a disability of the renter or other occupant. For purposes of this section, discrimination includes: (a) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; and (b) A refusal to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; and
- Retaliate or discriminate against a person because they have opposed a practice declared unlawful by the City Code, or because they have filed a complaint, testified, assisted, or participated in any manner in any investigation, proceeding, hearing or conference under the City Code.

The City Code does not prohibit a landlord or any other person engaging in a rental transaction from: (1) complying with any legal obligation under state or federal law, or a subpoena, warrant, or other order issued by a court; or (2) requesting information or documentation necessary to verify the financial or background qualifications of a prospective tenant, or to verify the identity of a prospective tenant.

Any tenant or prospective tenant who believes they have been discriminated against may file a written complaint with the City's Office of Equity and Inclusion. Questions regarding filing a complaint or about discrimination should be directed to the Office of Equity and Inclusion by calling 352-334-5051 or emailing [equalopportunity@cityofgainesville.org](mailto:equalopportunity@cityofgainesville.org) or visiting their office at 222 E. University Avenue, Gainesville, FL.

### **The Right to Rental Housing that meets Certain Minimum Living Standards**

Under Article I of Chapter 14.5 of the City Code (which can be viewed in its entirety at [https://library.municode.com/fl/gainesville/codes/code\\_of\\_ordinances?nodetid=PTIICOOR\\_CH14.5MIBURE\\_ARTIREREUNPE](https://library.municode.com/fl/gainesville/codes/code_of_ordinances?nodetid=PTIICOOR_CH14.5MIBURE_ARTIREREUNPE)), landlords who offer to rent a condominium, co-op, timeshare, quadraplex, triplex, duplex or single-family dwelling for a period of 30 consecutive days (or more), must obtain a rental permit from the City and MUST:

Provide each tenant with a copy of the current version of the "Florida's Landlord/Tenant Law" brochure prepared by the Florida Department of Agriculture and Consumer Services, the current version of this

“Tenant Rights” document prepared by the City, and the most recent U.S. Department of Energy Home Energy Score for the rental unit (if one has been prepared by the City), and a copy of a completed self-inspection checklist certifying that the rental unit complies with the “living standards” (explained below) along with a copy of the HVAC maintenance documentation. Tenants should be asked to sign a receipt confirming their receipt of the above documents prior to signing a lease (or other written document) or occupying the rental unit.

Certify that the rental unit meets the following “living standards” (unless an extraordinary hardship is granted):

(1) All requirements of the “Property Maintenance Code” in Article II of Chapter 13 of the City Code (which can be viewed at [https://library.municode.com/fl/gainesville/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH13HOCOBUCO\\_ARTIIPRMACO](https://library.municode.com/fl/gainesville/codes/code_of_ordinances?nodeId=PTIICOOR_CH13HOCOBUCO_ARTIIPRMACO) ); and

(2) The following energy efficiency requirements:

- a. Attic insulated to a minimum of R-19,
- b. Attic access is weather stripped and insulated to a minimum of R-30,
- c. All visible duct joints sealed using mastic or a combination of mastic and fiberglass mesh tape, pressure sensitive foil tape or heat sensitive foil tape and all ducts insulated to a minimum of R-6 with appropriate commercially available insulation material,
- d. Fireplace chimneys have working dampers, doors, or closures,
- e. Plumbing system is free of visible leaks,
- f. All showerheads must be 2.2 gal/min flow rate or less,
- g. All faucets must have aerators with a 2.2 gal/min flow rate or less,
- h. All toilets must be 3 gal/flush or less (use of a volume reduction device to achieve this is acceptable),
- i. Water heater(s) have a visible and properly functioning temperature/pressure relief valve,
- j. Water heater pipes insulated for the first three feet from the unit (excepting gas units) with appropriate commercially available insulation,
- k. All visible exterior water lines not in enclosed space must be insulated with appropriate commercially available insulation,
- l. HVAC system(s) must have maintenance performed by a licensed HVAC or mechanical contractor at least once within the past 24 months, and have an appropriately sized filter, and
- m. Wall, window, or other single room or small space cooling units in good repair, property secured and air-sealed, and with an appropriately sized filter.

Any tenant who believes their rental unit does not meet the required living standards may file a complaint with the City Code Enforcement Division. Any questions regarding filing a complaint or about the required living standards should be directed to the Code Enforcement Division by calling 352-334-5030 or emailing [codes@cityofgainesville.org](mailto:codes@cityofgainesville.org).



ACKNOWLEDGMENT OF RECEIPT OF TENANT BILL OF RIGHTS AND RESPONSIBILITIES WITHIN THE CITY OF GAINESVILLE



This Acknowledgment is incorporated into the Apartment Lease Contract dated \_\_\_\_\_ between \_\_\_\_\_

("We" and/or "we" and/or "us") and \_\_\_\_\_

("You" and/or "you") of Unit No. \_\_\_\_\_ located at \_\_\_\_\_ (street address) in \_\_\_\_\_ and is in addition to all terms and conditions in the Apartment Lease Contract.

In accordance with the City of Gainesville, we are delivering to you a copy of the Tenant Bill of Rights and Responsibilities prepared by the City of Gainesville. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (signs here)

Date of Rental Agreement

NOT A VALID FORM





# GUARANTOR PRE-LEASING APPLICATION



This form is not a binding guarantor agreement, but rather is an application to provide pertinent guarantor information and to allow the rental property owner to proceed with credit/background screening. If you and the resident(s) are approved, you will be asked to execute a Lease Contract Guaranty.

## Lease Contract Information

**ABOUT LEASE:** Resident names (list all residents responsible for the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Street address of dwelling being leased: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City/State/Zip of above dwelling: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Guarantor Information Use for one guarantor only (can include spouse of guarantor)

**ABOUT GUARANTOR:** Full name (exactly as on driver's license or govt. ID card)

\_\_\_\_\_

Current address where you live: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_

(Please check one) Do you  own or  rent your home?

If renting, name of apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  sibling

employer  other \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

If so, how many? \_\_\_\_\_

**YOUR WORK:** Present employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

\_\_\_\_\_

Work phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

**YOUR SPOUSE:** Full name (exactly as on driver's license or govt. ID card):

\_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Present employer: \_\_\_\_\_

How long? \_\_\_\_\_ Position: \_\_\_\_\_

Work phone: \_\_\_\_\_

Monthly gross income is over: \$ \_\_\_\_\_

## YOUR CREDIT/RENTAL HISTORY:

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?

declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You represent that all information submitted by you is true and complete. You authorize verification of the above information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty Application will be binding as an original signature.

We recommend that you obtain a copy of the Lease Contract and Lease Contract Guaranty, and read them. We will furnish you a copy of the Lease Contract and Lease Contract Guaranty upon written request.

### FOR OFFICE USE ONLY

Guarantor(s) information verified by:  phone or  face-to-face meeting.

Third-party verification: Requested on \_\_\_\_\_ (date)

Approved:  Yes  No

If not, letter of disclosure sent on \_\_\_\_\_ (date)

Processed by \_\_\_\_\_

## Date of Signing Guarantor Application

\_\_\_\_\_

## Signature of Guarantor

\_\_\_\_\_

## Signature of Guarantor's Spouse (if applicable)

\_\_\_\_\_

After signing, please return the signed original of this Guarantor Preleasing Application to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

at (street address or P.O. Box ) \_\_\_\_\_

\_\_\_\_\_

or (optional) fax it to us at \_\_\_\_\_

or (optional) email it to us at \_\_\_\_\_

\_\_\_\_\_

Our telephone number \_\_\_\_\_





# HILLSBOROUGH COUNTY RENTAL APPLICATION FOR RESIDENTS AND OCCUPANTS

(Each co-applicant and each occupant 18 years old and over must submit a separate application.)



Date when filled out: \_\_\_\_\_

## APPLICANT INFORMATION

Full Name (Exactly as it appears on Driver's License or Govt. ID card)

Former Name (if applicable)

Gender (Optional)

Birthdate

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Home Phone Number

Cell Phone Number

Work Phone Number

Email Address

Marital Status:  single  married  widowed  separated

Do you or any occupant smoke?  yes  no

I am applying for the apartment located at: \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant Name

Email

## OTHER OCCUPANTS

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

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Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

NOT A VALID FORM

**RESIDENCY INFORMATION**

Current Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

(The following is only applicable if at current address for less than 6 months.)

Previous Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Present Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

(Income must be verified to be considered)

\_\_\_\_\_ \$ \_\_\_\_\_  
Type \_\_\_\_\_ Source \_\_\_\_\_ Gross Monthly Amount  
\_\_\_\_\_ \$ \_\_\_\_\_  
Type \_\_\_\_\_ Source \_\_\_\_\_ Gross Monthly Amount

**CREDIT HISTORY (if applicable)**

If applicable, please explain any past credit problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RENTAL/CRIMINAL HISTORY**

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERRAL INFORMATION**

How did you find us?

- Online search. Website address: \_\_\_\_\_
- Referral from a person. Name: \_\_\_\_\_
- Social Media. Which one? \_\_\_\_\_
- Other \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency contact person over 18, who will not be living with you:

Name _____		Relationship _____	
Address _____		City _____	
State _____	Zip Code _____	Home Phone # _____	Cell Phone # _____
Work Phone # _____		Email Address _____	

**VEHICLE INFORMATION (if applicable)**

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

**PET INFORMATION (if applicable)**

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	

**APPLICATION AGREEMENT**

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- 5. If You Withdraw Before Approval.** *If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.
- 7. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

**APPLICATION AGREEMENT (CONTINUED)**

- 8. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

**DISCLOSURES**

- 1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**
- 2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.
- 3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**
  - 1. Application fee (non-refundable): \$ \_\_\_\_\_
  - 2. Application deposit (may or may not be refundable): \$ \_\_\_\_\_
- 4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:
  - 1. Your completed Rental Application;
  - 2. Completed Rental Applications for each co-applicant (if applicable);
  - 3. Application fees for all applicants;
  - 4. Application deposit for the Unit.
- 5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
- 6. SHIP Disclosure Statement.** If this property or you are a tenant who may be receiving funds from the Florida State Housing Initiatives Partnership program (SHIP), then this application is subject to the Florida's public records laws, Chapter 119, Florida Statutes. Most of the information that you provide may be required to be released if there is a public records request. If you believe that you qualify to have your information protected, you must notify us in writing of the specific law or statute that protects your information. All non-exempt information will be released in response to a public records request.

**AUTHORIZATION AND ACKNOWLEDGMENT**

**AUTHORIZATION**

I authorize \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

**Payment Authorization**

I authorize \_\_\_\_\_

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-Sufficient Funds and Dishonored Payments.**

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution

**ACKNOWLEDGMENT**

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

<b>Apt. name or dwelling address (street, city)</b>	<b>Unit # or type</b>
<b>Person accepting application</b>	<b>Phone</b>
<b>Person processing application</b>	<b>Phone</b>
Applicant or Co-applicant was notified by <input type="checkbox"/> telephone <input type="checkbox"/> letter <input type="checkbox"/> email, or <input type="checkbox"/> in person of <input type="checkbox"/> acceptance or <input type="checkbox"/> non-acceptance on _____	
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)	
Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):	
Name(s) _____	
Name of owner's representative who notified above person(s) _____	

ADDITIONAL COMMENTS

Blank lines for additional comments.

# Required Notice of Rental Housing Rights and Resources

Pursuant to Hillsborough County Ordinance 2021-21-7, landlords and other lessors of residential rental property in unincorporated Hillsborough County are required to distribute this notice to persons applying to rent a rental unit. Where no application is required, this Notice must be provided prior to the tenant’s occupation of a rental unit.

This notice provides a general overview of rental rights and related resources for tenants in unincorporated Hillsborough County, but is not intended to provide legal advice by either the County or the landlord providing the notice.

### TENANTS HAVE RIGHTS

Just as tenants have responsibilities under Florida law and through lease agreements – including paying rent, keeping the unit clean and in working order, and not disturbing the peace, – landlords have certain requirements and restrictions as well, such as providing a clean and safe property by maintaining the major systems and the building structure. Landlords in unincorporated Hillsborough County are also required to provide notice to tenants informing them when a late fee has been incurred.

### KNOW THE LAW

Tenants in Florida can have either a written or an oral lease agreement. Because there are more likely to be misunderstandings with an oral lease, if possible, it is recommended that tenants have a written lease agreement with the landlord. Prior to entering into a lease, tenants should review their lease regarding their responsibilities and should also be familiar with Florida’s Landlord/Tenant Law in Florida Statute Chapter 83, Part II. The state of Florida provides a free brochure with an overview of Florida’s Landlord/Tenant Law that is available at [FloridaConsumerHelp.com](http://FloridaConsumerHelp.com) or by calling 1-800-HELP-FLA (435-7352) or 1-800-FL-AYUDA (352-9832) en Español.

### ALL RESIDENTIAL RENTALS MUST BE FIT FOR HABITATION

A unit must generally include plumbing and heating that is compliant with all applicable codes, be reasonably free from pests and have fully-functioning and locking doors and windows, among other requirements. Structures in unincorporated Hillsborough County must also meet all applicable building, housing, and health codes. If there is an issue with your unit for which you

are not responsible for in your lease, contact your landlord as set forth in your lease. If your landlord does not address the issue within a reasonable timeframe, you may be able to report it. Certain issues, such as lack of operable sanitary facilities or water or leaking roofs, can be reported to **Hillsborough County Code Enforcement at (813) 274-5545.**

### DISCRIMINATION AND RETALIATION ARE ILLEGAL

A landlord may not raise your rent or threaten to evict you because you reported a health or safety violation or filed a fair housing complaint. A landlord cannot treat you differently because of your race, nationality, disability, religion, or sexual orientation, or because you pay your rent with Section 8 vouchers or any other governmental assistance, among other criteria. If you feel you have been discriminated or retaliated against, you can contact the **Equal Opportunity Administrator’s Office at (813) 272-6554** or the **Hillsborough County Consumer Protection at (813) 635-8316.**

### YOU HAVE THE RIGHT TO CHALLENGE AN EVICTION AND OTHER UNLAWFUL ACTION

A lease does not prevent you from challenging an eviction. If the landlord is violating the lease agreement, you can always seek relief through the courts. If you cannot afford an attorney, you can contact **Bay Area Legal Services at (813) 232-1343** to see if you are eligible for free legal assistance.

### FINANCIAL ASSISTANCE

If you face eviction and/or homelessness, financial assistance may be available. There are many local organizations that can help. Contact **Hillsborough County Social Services at (813) 301-7341.**



Hillsborough County Florida

[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)

# Required Notice of Rental Housing Rights and Resources

## Resources

**Discrimination (Race, Color, Gender, Age, National Origin, Religion, Disability, Marital or Familial Status, Sexual Orientation, Gender Identity, or Expression)**

Hillsborough County Equal Opportunity Administrator's Office  
(813) 272-6554

### Persons with Disabilities

Hillsborough County ADA Officer  
(813) 276-8401; TTY: 7-1-1 For hearing or speech assistance, call the Florida Relay Service Numbers, (800) 955-8771 (TDD) or (800) 955-8700(v) or Dial 711

### Housing & Rental Financial Assistance

Hillsborough County Social Services  
(813) 301-7341

## Section 8

Tampa Housing Authority  
(813) 341-9101

### Eviction Proceedings & Disputes

Hillsborough County Clerk of the Circuit Court  
(813) 276-8100 x 7807

Hillsborough County Sheriff's Office Civil Process Section  
(813) 242-5200

### Complaints, Security Deposit Disputes & Source of Income Discrimination

Hillsborough County Consumer Protection  
(813) 635-8316; HCFLGov.net/Consumer

### Legal Questions or Problems

Bay Area Legal Services, Inc.  
(813) 232-1343

## Affirmation of Receipt of Required Notice of Rental Housing Rights and Resources

I/We, \_\_\_\_\_ [tenants(s)],  
confirm that I/we have received a Required Notice of Rental Housing Rights and Resources on  
\_\_\_\_\_ [date].

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Name (Printed)

\_\_\_\_\_  
Tenant Name (Printed)

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

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Tenant Name (Printed)

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Tenant Name (Printed)

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Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Name (Printed)

\_\_\_\_\_  
Tenant Name (Printed)

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Landlord Name (Printed)

This signature page should be retained by the landlord. Please provide a copy of this document to your tenant(s). The Rental Housing Rights and Resources can be found at [HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights).



**Hillsborough  
County Florida**

**[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)**

# Aviso requerido de derechos y recursos de vivienda de alquiler

De conformidad con la Ordenanza 2021-21-7 del Condado de Hillsborough, los propietarios y otros arrendadores de propiedades residenciales de alquiler en el área no incorporada del Condado de Hillsborough deben distribuir este aviso a las personas que soliciten alquilar una unidad de alquiler. Cuando no se requiera una solicitud, este Aviso debe proporcionarse antes de que el inquilino ocupe una unidad de alquiler. Este aviso proporciona una descripción general de los derechos de alquiler y los recursos relacionados para los inquilinos en el área no incorporada del Condado de Hillsborough, pero no tiene la intención de proporcionar asesoramiento legal ni del condado ni del propietario que proporciona el aviso.

## LOS INQUILINOS TIENEN DERECHOS

Así como los inquilinos tienen responsabilidades según la ley de Florida y a través de los contratos de arrendamiento, incluido el pago de la renta, mantener la unidad limpia y en funcionamiento, y no perturbar la paz, los propietarios también tienen ciertos requisitos y restricciones, como proporcionar una propiedad limpia y segura, manteniendo los principales sistemas y la estructura del edificio. Los propietarios en el área no incorporada del Condado de Hillsborough también deben notificar a los inquilinos para informarles cuando se haya incurrido en un cargo por pago atrasado.

## CONOZCA LA LEY

Los inquilinos en Florida pueden tener un contrato de arrendamiento escrito u oral. Debido a que es más probable que haya malentendidos con un contrato de arrendamiento oral, si es posible, se recomienda que los inquilinos tengan un contrato de arrendamiento por escrito con el propietario. Antes de celebrar un contrato de arrendamiento, los inquilinos deben revisar su contrato de arrendamiento con respecto a sus responsabilidades y también deben estar familiarizados con la Ley de Propietarios / Inquilinos de Florida en el Capítulo 83, Parte II de los Estatutos de Florida. El estado de Florida ofrece un folleto gratuito con una descripción general de la Ley de propietarios / inquilinos de Florida que está disponible en [FloridaConsumerHelp.com](http://FloridaConsumerHelp.com) o llamando al 1-800-HELP-FLA (435-7352) o al 1-800-FL-AYUDA (352-9832) en Español.

## TODOS LOS ALQUILERES RESIDENCIALES DEBEN SER ADECUADOS PARA SER HABITADOS

Una unidad generalmente debe incluir plomería y calefacción que cumpla con todos los códigos aplicables, que esté razonablemente libre de plagas y que funcione y cierren completamente las puertas y ventanas, entre otros requisitos. Las estructuras en el área no incorporada del Condado de Hillsborough también deben cumplir con todos los códigos de construcción, vivienda y salud aplicables. Si hay un problema con su

unidad del cual usted no es responsable en su contrato de arrendamiento, comuníquese con su arrendador como se establece en su contrato de arrendamiento. Si su arrendador no resuelve el problema dentro de un período de tiempo razonable, es posible que pueda informarlo. Ciertos problemas, como la falta de instalaciones sanitarias operativas o agua o techos con goteras, se pueden reportar a **Hillsborough County Code Enforcement, llamando al (813) 274-5545.**

## LA DISCRIMINACIÓN Y LAS REPRESALIAS SON ILEGALES

Un arrendador no puede aumentar su alquiler ni amenazarlo con desalojarlo porque usted denunció una infracción de salud o seguridad o presentó una queja de vivienda justa. Un arrendador no puede tratarlo de manera diferente debido a su raza, nacionalidad, discapacidad, religión u orientación sexual, o porque paga su alquiler con vales de la Sección 8 o cualquier otra asistencia gubernamental, entre otros criterios. Si siente que ha sido discriminado o tomado represalias, puede comunicarse con la **Oficina del Administrador de Igualdad de Oportunidades al (813) 272-6554** o a la **Oficina de Protección al Consumidor del Condado de the Hillsborough al (813) 635-8316.**

## USTED TIENE DERECHO A DESAFIAR UN DESALOJO Y OTRAS ACCIONES ILEGALES

Un contrato de arrendamiento no le impide impugnar un desalojo. Si el arrendador está violando el contrato de arrendamiento, siempre puede buscar reparación a través de los tribunales. Si no puede pagar un abogado, puede comunicarse con **Bay Area Legal Services al (813) 232-1343** para ver si es elegible para asistencia legal gratuita.

## AYUDA FINANCIERA

Si se enfrenta al desalojo y / o la falta de vivienda, es posible que haya ayuda financiera disponible. Hay muchas organizaciones locales que pueden ayudar. Comuníquese con **Servicios Sociales del Condado de Hillsborough al (813) 301-7341.**



**Hillsborough  
County Florida**

**HCFLGov.net/TenantRights**

# Aviso requerido de derechos y recursos de vivienda de alquiler

## Recursos

**Discriminación (raza, color, género, edad, origen nacional, religión, discapacidad, estado civil o familiar, orientación sexual, identidad de género o expresión)**

**Hillsborough County Equal Opportunity Administrator's Office**  
(813) 272-6554

**Personas con discapacidades**

**Hillsborough County ADA Officer**  
(813) 276-8401; TTY: 7-1-1 Para asistencia auditiva o del habla, llame a los números de servicio de retransmisión de Florida, (800) 955-8771 (TDD) o (800) 955-8700 (v) o marque 711

**Asistencia financiera para vivienda y alquiler**

**Hillsborough County Social Services**  
(813) 301-7341

## Sección 8

**Tampa Housing Authority**  
(813) 341-9101

**Procedimientos de desalojo y resoluciones**  
**Hillsborough County Clerk of the Circuit Court**  
(813) 276-8100 x 7807

**Hillsborough County Sheriff's Office Civil Process Section**  
(813) 242-5200

**Quejas, reclamaciones sobre depósitos de seguridad y fuente de discriminación de ingresos**  
**Hillsborough County Consumer Protection**  
(813) 635-8316; HCFLGov.net/Consumer

**Preguntas o problemas legales**

**Bay Area Legal Services, Inc.**  
(813) 232-1343

## Acuse de recibo de la notificación obligatoria de los derechos y recursos de la vivienda de alquiler

Yo/Nosotros, \_\_\_\_\_, [[inquilino (o)],  
confirmando (amos) que yo/nosotros he (hemos) recibido el aviso requerido de derechos y recursos de vivienda de alquiler en \_\_\_\_\_ [fecha].

\_\_\_\_\_  
Firma del inquilino

\_\_\_\_\_  
Firma del inquilino

\_\_\_\_\_  
Nombre inquilino (letra de molde)

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Nombre inquilino (letra de molde)

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Firma del inquilino

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Firma del inquilino

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Firma del inquilino

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Nombre inquilino (letra de molde)

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Nombre inquilino (letra de molde)

\_\_\_\_\_  
Firma del casero (propietario)

\_\_\_\_\_  
Firma del casero (propietario) (letra de molde)

El propietario debe conservar esta página de firma. Proporcione una copia de este documento a su(s) inquilino(s).  
Los derechos y recursos de viviendas de alquiler se pueden encontrar en [HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights).



**Hillsborough  
County Florida**

**[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)**





HILLSBOROUGH COUNTY  
NOTICE REGARDING LATE FEES



DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND ALL OTHERS IN POSSESSION OF

\_\_\_\_\_  
\_\_\_\_\_

RE: NOTICE REGARDING LATE FEES

Dear Resident(s),

As specified in the Rent and Charges paragraph (or if applicable, the Special Provisions paragraph) of your Apartment Lease Contract and/or the addendum titled \_\_\_\_\_, rent and other contractual charges are due in full on or before the **first (1st) day** of the month, and rent is considered late on the \_\_\_\_\_ **day** of the month. Therefore, as of the date of this Notice, you have incurred a late fee in the amount of \$ \_\_\_\_\_ on your account due to your failure to timely pay rent this month. As of the date of this Notice, you owe rent, late fees and utilities/contractual fees in the total sum of \$ \_\_\_\_\_.

Please be advised that if rent, late fees and contractual fees are not paid in full on or before the expiration of a three (3) day notice, eviction proceedings may be filed against you pursuant to Florida Statutes Section 83, in addition to the Landlord seeking any other available rights or remedies under the Apartment Lease Contract or law. This notice is given to you pursuant to Hillsborough County Code of Laws and Ordinance. This Notice does not waive any other rights or remedies your Landlord may have against you. We thank you for your attention to this correspondence.

Sincerely,

\_\_\_\_\_  
Authorized Representative

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to the addressed, on the below date, in the following manner:

- This notice was hand-delivered personally to a resident.
- The resident(s) were absent from the rental unit, and this notice was posted on the front door of the rental unit at the above referenced address.
- The notice was served electronically via email to the resident(s) at: \_\_\_\_\_
- This notice was delivered via certified mail to the rental unit at the above referenced address.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Authorized Agent for Landlord

Landlord's Name \_\_\_\_\_  
Landlord's Address \_\_\_\_\_  
Landlord's Phone # \_\_\_\_\_



# Aviso requerido de derechos y recursos de vivienda de alquiler

De conformidad con la Ordenanza 2021-21-7 del Condado de Hillsborough, los propietarios y otros arrendadores de propiedades residenciales de alquiler en el área no incorporada del Condado de Hillsborough deben distribuir este aviso a las personas que soliciten alquilar una unidad de alquiler. Cuando no se requiera una solicitud, este Aviso debe proporcionarse antes de que el inquilino ocupe una unidad de alquiler.

Este aviso proporciona una descripción general de los derechos de alquiler y los recursos relacionados para los inquilinos en el área no incorporada del Condado de Hillsborough, pero no tiene la intención de proporcionar asesoramiento legal ni del condado ni del propietario que proporciona el aviso.

## LOS INQUILINOS TIENEN DERECHOS

Así como los inquilinos tienen responsabilidades según la ley de Florida y a través de los contratos de arrendamiento, incluido el pago de la renta, mantener la unidad limpia y en funcionamiento, y no perturbar la paz, los propietarios también tienen ciertos requisitos y restricciones, como proporcionar una propiedad limpia y segura, manteniendo los principales sistemas y la estructura del edificio. Los propietarios en el área no incorporada del Condado de Hillsborough también deben notificar a los inquilinos para informarles cuando se haya incurrido en un cargo por pago atrasado.

## CONOZCA LA LEY

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## TODOS LOS ALQUILERES RESIDENCIALES DEBEN SER ADECUADOS PARA SER HABITADOS

Una unidad generalmente debe incluir plomería y calefacción que cumpla con todos los códigos aplicables, que esté razonablemente libre de plagas y que funcione y cierren completamente las puertas y ventanas, entre otros requisitos. Las estructuras en el área no incorporada del Condado de Hillsborough también deben cumplir con todos los códigos de construcción, vivienda y salud aplicables. Si hay un problema con su

unidad del cual usted no es responsable en su contrato de arrendamiento, comuníquese con su arrendador como se establece en su contrato de arrendamiento.

Si su arrendador no resuelve el problema dentro de un período de tiempo razonable, es posible que pueda informarlo. Ciertos problemas, como la falta de instalaciones sanitarias operativas o agua o techos con goteras, se pueden reportar a **Hillsborough County Code Enforcement, llamando al (813) 274-5545.**

## LA DISCRIMINACIÓN Y LAS REPRESALIAS SON ILEGALES

Un arrendador no puede aumentar su alquiler ni amenazarlo con desalojarlo porque usted denunció una infracción de salud o seguridad o presentó una queja de vivienda justa. Un arrendador no puede tratarlo de manera diferente debido a su raza, nacionalidad, discapacidad, religión u orientación sexual, o porque paga su alquiler con vales de la Sección 8 o cualquier otra asistencia gubernamental, entre otros criterios. Si siente que ha sido discriminado o tomado represalias, puede comunicarse con la **Oficina del Administrador de Igualdad de Oportunidades al (813) 272-6554** o a la **Oficina de Protección al Consumidor del Condado de the Hillsborough al (813) 635-8316.**

## USTED TIENE DERECHO A DESAFIAR UN DESALOJO Y OTRAS ACCIONES ILEGALES

Un contrato de arrendamiento no le impide impugnar un desalojo. Si el arrendador está violando el contrato de arrendamiento, siempre puede buscar reparación a través de los tribunales. Si no puede pagar un abogado, puede comunicarse con **Bay Area Legal Services al (813) 232-1343** para ver si es elegible para asistencia legal gratuita.

## AYUDA FINANCIERA

Si se enfrenta al desalojo y / o la falta de vivienda, es posible que haya ayuda financiera disponible. Hay muchas organizaciones locales que pueden ayudar. Comuníquese con Servicios Sociales del Condado de Hillsborough al (813) 301-7341.



Hillsborough  
County Florida

[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)

# Aviso requerido de derechos y recursos de vivienda de alquiler

## Recursos

**Discriminación (raza, color, género, edad, origen nacional, religión, discapacidad, estado civil o familiar, orientación sexual, identidad de género o expresión)**

**Hillsborough County Equal Opportunity Administrator's Office**  
(813) 272-6554

### Personas con discapacidades

**Hillsborough County ADA Officer**  
(813) 276-8401; TTY: 7-1-1 Para asistencia auditiva o del habla, llame a los números de servicio de retransmisión de Florida, (800) 955-8771 (TDD) o (800) 955-8700 (v) o marque 711

### Asistencia financiera para vivienda y alquiler

**Hillsborough County Social Services**  
(813) 301-7341

## Sección 8

**Tampa Housing Authority**  
(813) 341-9101

### Procedimientos de desalojo y resoluciones

**Hillsborough County Clerk of the Circuit Court**  
(813) 276-8100 x 7807

**Hillsborough County Sheriff's Office Civil Process Section**  
(813) 242-5200

### Quejas, reclamaciones sobre depósitos de seguridad y fuente de discriminación de ingresos

**Hillsborough County Consumer Protection**  
(813) 635-8316; [HCFLGov.net/Consumer](http://HCFLGov.net/Consumer)

### Preguntas o problemas legales

**Bay Area Legal Services, Inc.**  
(813) 232-1343

## Acuse de recibo de la notificación obligatoria de los derechos y recursos de la vivienda de alquiler

Yo/Nosotros, \_\_\_\_\_ *[[inquilino (o)],*  
confirмо (amos) que yo/nosotros he (hemos) recibido el aviso requerido de derechos y recursos de vivienda de alquiler en \_\_\_\_\_ *[[fecha]].*

\_\_\_\_\_  
Firma del inquilino

\_\_\_\_\_  
Firma del inquilino

\_\_\_\_\_  
Nombre inquilino (letra de molde)

\_\_\_\_\_  
Nombre inquilino (letra de molde)

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Firma del inquilino

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Firma del inquilino

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Nombre inquilino (letra de molde)

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Nombre inquilino (letra de molde)

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Firma del inquilino

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Firma del inquilino

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Nombre inquilino (letra de molde)

\_\_\_\_\_  
Nombre inquilino (letra de molde)

\_\_\_\_\_  
Firma del casero (propietario)

\_\_\_\_\_  
Firma del casero (propietario) (letra de molde)

El propietario debe conservar esta página de firma. Proporcione una copia de este documento a su(s) inquilino(s).  
Los derechos y recursos de viviendas de alquiler se pueden encontrar en [HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights).



**Hillsborough  
County Florida**

**[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)**

# Required Notice of Rental Housing Rights and Resources

Pursuant to Hillsborough County Ordinance 2021-21-7, landlords and other lessors of residential rental property in unincorporated Hillsborough County are required to distribute this notice to persons applying to rent a rental unit. Where no application is required, this

Notice must be provided prior to the tenant's occupation of a rental unit.

This notice provides a general overview of rental rights and related resources for tenants in unincorporated Hillsborough County, but is not intended to provide legal advice by either the County or the landlord providing the notice.

## TENANTS HAVE RIGHTS

Just as tenants have responsibilities under Florida law and through lease agreements – including paying rent, keeping the unit clean and in working order, and not disturbing the peace, – landlords have certain requirements and restrictions as well, such as providing a clean and safe property by maintaining the major systems and the building structure. Landlords in unincorporated Hillsborough County are also required to provide notice to tenants informing them when a late fee has been incurred.

## KNOW THE LAW

Tenants in Florida can have either a written or an oral lease agreement. Because there are more likely to be misunderstandings with an oral lease, if possible, it is recommended that tenants have a written lease agreement with the landlord. Prior to entering into a lease, tenants should review their lease regarding their responsibilities and should also be familiar with Florida's Landlord/Tenant Law in Florida Statute Chapter 83, Part II. The state of Florida provides a free brochure with an overview of Florida's Landlord/Tenant Law that is available at [FloridaConsumerHelp.com](http://FloridaConsumerHelp.com) or by calling **1-800-HELP-FLA (435-7352)** or **1-800-FL-AYUDA (352-9832)** en Español.

## ALL RESIDENTIAL RENTALS MUST BE FIT FOR HABITATION

A unit must generally include plumbing and heating that is compliant with all applicable codes, be reasonably free from pests and have fully-functioning and locking doors and windows, among other requirements. Structures in unincorporated Hillsborough County must also meet all applicable building, housing, and health codes. If there is an issue with your unit for which you

are not responsible for in your lease, contact your landlord as set forth in your lease. If your landlord does not address the issue within a reasonable timeframe, you may be able to report it. Certain issues, such as lack of operable sanitary facilities or water or leaking roofs, can be reported to **Hillsborough County Code Enforcement at (813) 274-5545**.

## DISCRIMINATION AND RETALIATION ARE ILLEGAL

A landlord may not raise your rent or threaten to evict you because you reported a health or safety violation or filed a fair housing complaint. A landlord cannot treat you differently because of your race, nationality, disability, religion, or sexual orientation, or because you pay your rent with Section 8 vouchers or any other governmental assistance, among other criteria. If you feel you have been discriminated or retaliated against, you can contact the **Equal Opportunity Administrator's Office at (813) 272-6554** or the **Hillsborough County Consumer Protection at (813) 635-8316**.

## YOU HAVE THE RIGHT TO CHALLENGE AN EVICTION AND OTHER UNLAWFUL ACTION

A lease does not prevent you from challenging an eviction. If the landlord is violating the lease agreement, you can always seek relief through the courts. If you cannot afford an attorney, you can contact **Bay Area Legal Services at (813) 232-1343** to see if you are eligible for free legal assistance.

## FINANCIAL ASSISTANCE

If you face eviction and/or homelessness, financial assistance may be available. There are many local organizations that can help. Contact **Hillsborough County Social Services at (813) 301-7341**.



# Required Notice of Rental Housing Rights and Resources

## Resources

**Discrimination (Race, Color, Gender, Age, National Origin, Religion, Disability, Marital or Familial Status, Sexual Orientation, Gender Identity, or Expression)**

Hillsborough County Equal Opportunity  
Administrator's Office  
(813) 272-6554

### Persons with Disabilities

Hillsborough County ADA Officer  
(813) 276-8401; TTY: 7-1-1 For hearing or speech assistance, call the Florida Relay Service Numbers, (800) 955-8771 (TDD) or (800) 955-8700(v) or Dial 711

### Housing & Rental Financial Assistance

Hillsborough County Social Services  
(813) 301-7341

### Section 8

Tampa Housing Authority  
(813) 341-9101

### Eviction Proceedings & Disputes

Hillsborough County Clerk of the Circuit Court  
(813) 276-8100 x 7807

Hillsborough County Sheriff's Office Civil Process Section  
(813) 242-5200

### Complaints, Security Deposit Disputes & Source of Income Discrimination

Hillsborough County Consumer Protection  
(813) 635-8316; HCFLGov.net/Consumer

### Legal Questions or Problems

Bay Area Legal Services, Inc.  
(813) 232-1343

## Affirmation of Receipt of Required Notice of Rental Housing Rights and Resources

I/We, \_\_\_\_\_ [tenants(s)],  
confirm that I/we have received a Required Notice of Rental Housing Rights and Resources on  
\_\_\_\_\_ [date].

Tenant Signature

Tenant Signature

Tenant Name (Printed)

Tenant Name (Printed)

Tenant Signature

Tenant Signature

Tenant Name (Printed)

Tenant Name (Printed)

Tenant Signature

Tenant Signature

Tenant Name (Printed)

Tenant Name (Printed)

Landlord Signature

Landlord Name (Printed)

This signature page should be retained by the landlord. Please provide a copy of this document to your tenant(s). The Rental Housing Rights and Resources can be found at [HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights).



Hillsborough  
County Florida

[HCFLGov.net/TenantRights](http://HCFLGov.net/TenantRights)



LEASE ADDENDUM FOR INTRUSION ALARM



1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_ (street address) in
\_\_\_\_\_ (city), Florida, \_\_\_\_\_
\_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. INTRUSION ALARM. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) [ ] required or [ ] optional. You are responsible for all false alarm charges for your dwelling.

4. PERMIT FROM CITY. You (check one) [ ] do or [ ] do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. FOLLOW INSTRUCTIONS. You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions [ ] are attached or [ ] will be provided to you when you move in.

6. ALARM COMPANY. You (check one) [ ] will or [ ] will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) [ ] may choose your own alarm company or [ ] are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by \_\_\_\_\_

7. ENTRY BY OWNER. Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

8. REPAIRS OR MALFUNCTIONS. If the intrusion alarm malfunctions, you agree to (check one) [ ] contact your intrusion alarm company immediately for repair or [ ] contact us immediately for repair. The cost of repair will be paid by (check one) [ ] you or [ ] us.

9. NO WARRANTY. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

10. LIABILITY. We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. EMERGENCIES. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

12. ENTIRE AGREEMENT. We've made no promises or representations regarding the alarm system except those in this addendum.

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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\_\_\_\_\_

Resident or Residents
(All residents must sign here)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative
(signs here)

\_\_\_\_\_  
\_\_\_\_\_  
Date of Lease Contract





# INVENTORY AND CONDITION FORM



**DWELLING UNIT DESCRIPTION.** Unit No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_ Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**YOU MUST NOTE ON THIS FORM ALL DEFECTS OR DAMAGE AND RETURN IT TO OUR REPRESENTATIVE. OTHERWISE, EVERYTHING WILL BE CONSIDERED TO BE IN A CLEAN, SAFE, AND GOOD WORKING CONDITION. PLEASE MARK THROUGH ITEMS LISTED BELOW IF THEY DON'T EXIST. THIS FORM PROTECTS BOTH YOU (THE RESIDENT) AND US (THE OWNER). WE'LL USE IT IN DETERMINING WHAT SHOULD AND SHOULD NOT BE CONSIDERED YOUR RESPONSIBILITY UPON MOVE-OUT. YOU ARE ENTITLED TO A COPY OF THIS FORM AFTER IT IS FILLED OUT AND SIGNED BY YOU AND US.**

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Move-In or  Move-Out Condition (Check one)

**Living Room**

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Lamps, Bulbs \_\_\_\_\_  
 Water Stains on Walls or Ceilings \_\_\_\_\_  
 Other \_\_\_\_\_

**Kitchen**

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_  
 Vent Hood \_\_\_\_\_  
 Refrigerator, Trays, Shelves \_\_\_\_\_  
 Refrigerator Light, Crisper \_\_\_\_\_  
 Dishwasher, Dispensers, Racks \_\_\_\_\_  
 Sink/Disposal \_\_\_\_\_  
 Microwave \_\_\_\_\_  
 Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
 Other \_\_\_\_\_

**General Items**

Thermostat \_\_\_\_\_  
 Cable TV or Master Antenna \_\_\_\_\_  
 A/C Filter \_\_\_\_\_  
 Washer/Dryer \_\_\_\_\_  
 Garage Door \_\_\_\_\_  
 Ceiling Fans \_\_\_\_\_  
 Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_  
 Fireplace \_\_\_\_\_  
 Other \_\_\_\_\_

**Dining Room**

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Water Stains on Walls or Ceilings \_\_\_\_\_  
 Other \_\_\_\_\_

**Halls**

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Water Stains on Walls or Ceilings \_\_\_\_\_  
 Other \_\_\_\_\_

**Exterior** (if applicable)

Patio/Yard \_\_\_\_\_  
Fences/Gates \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_

Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

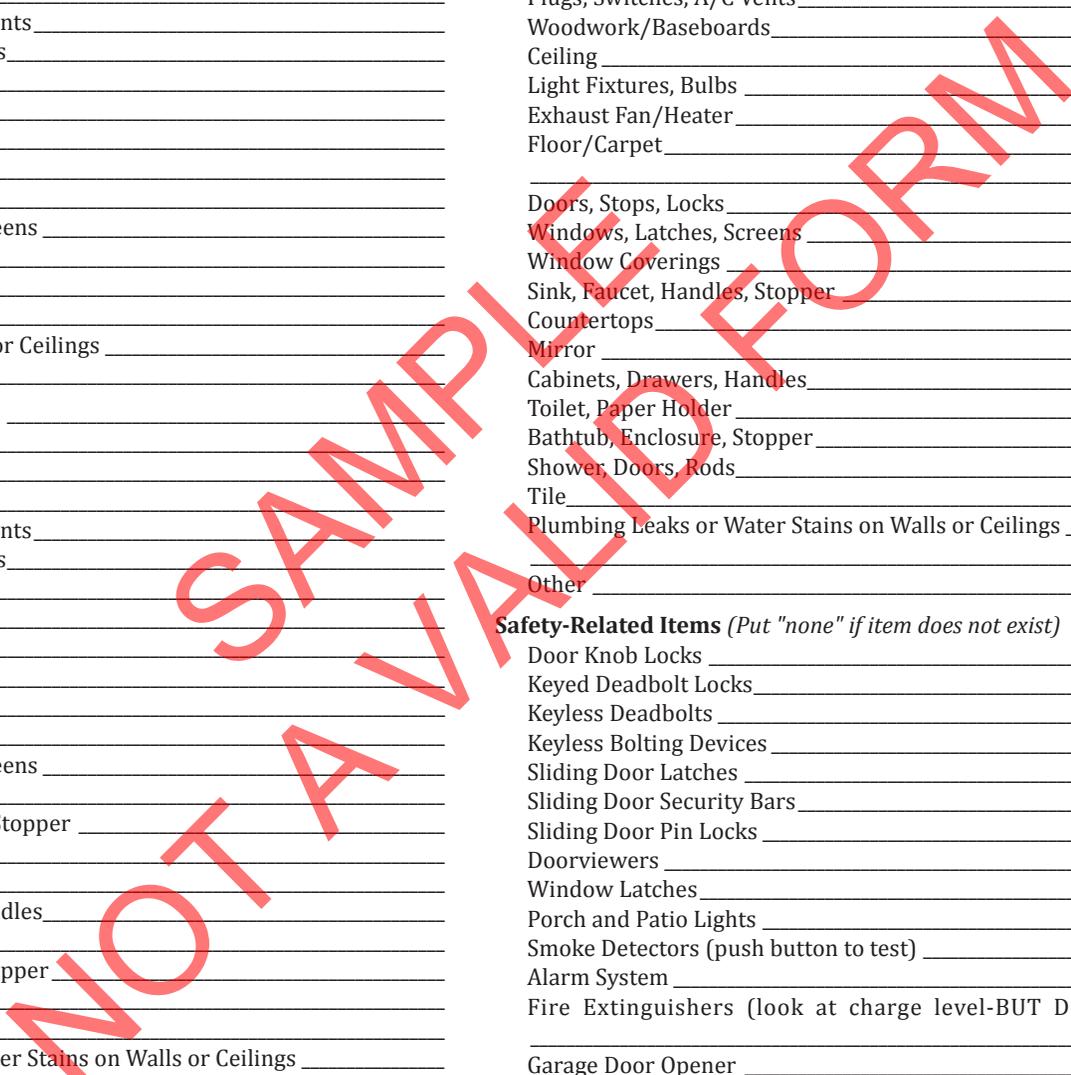
**Safety-Related Items** (Put "none" if item does not exist)

Door Knob Locks \_\_\_\_\_  
Keyed Deadbolt Locks \_\_\_\_\_  
Keyless Deadbolts \_\_\_\_\_  
Keyless Bolting Devices \_\_\_\_\_  
Sliding Door Latches \_\_\_\_\_  
Sliding Door Security Bars \_\_\_\_\_  
Sliding Door Pin Locks \_\_\_\_\_  
Doorviewers \_\_\_\_\_  
Window Latches \_\_\_\_\_  
Porch and Patio Lights \_\_\_\_\_  
Smoke Detectors (push button to test) \_\_\_\_\_  
Alarm System \_\_\_\_\_  
Fire Extinguishers (look at charge level-BUT DON'T TEST!) \_\_\_\_\_  
Garage Door Opener \_\_\_\_\_  
Gate Access Card(s) \_\_\_\_\_  
Other \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_

or

**Date of Move-Out:** \_\_\_\_\_









# LEASE CONTRACT GUARANTY

*Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.*



## Lease Contract Information

ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease Contract): \_\_\_\_\_

Owner's name: \_\_\_\_\_

Resident names (list all residents on Lease Contract): \_\_\_\_\_

Unit No. \_\_\_\_\_ and street address of dwelling being leased: \_\_\_\_\_

City/State/Zip of above dwelling: \_\_\_\_\_

Monthly rent for dwelling unit: \$ \_\_\_\_\_

Beginning date of Lease Contract: \_\_\_\_\_

Ending date of Lease Contract: \_\_\_\_\_

## Guarantor Information

Use for one guarantor only (can include spouse of guarantor)

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Current address where you live: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

Phone: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

(Please check one) Do you  own or  rent your home?

Marital Status:  single  married  divorced  widowed  separated

If renting, name of apartments: \_\_\_\_\_

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

Manager's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  sibling

employer  other

YOUR WORK: Present employer: \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

Employer's address: \_\_\_\_\_

If so, how many? \_\_\_\_\_

Work Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

Email address: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Present employer: \_\_\_\_\_

Social Security #: \_\_\_\_\_

How long? \_\_\_\_\_ Position: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Work phone: \_\_\_\_\_

Monthly gross income is over: \$ \_\_\_\_\_

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?  declared bankruptcy? or  been sued for rent? To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

NOT A VALID FORM

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust

remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are  required  not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.





LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_ (street address) in
\_\_\_\_\_ (city), Florida, \_\_\_\_\_
\_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

This Addendum constitutes an Addendum to the above
described Lease Contract for the above described premises,
and is hereby incorporated into and made a part of such Lease
Contract. Where the terms or conditions found in this
Addendum vary or contradict any terms or conditions found
in the Lease Contract, this Addendum shall control.

3. Acknowledgment Concerning Insurance or Damage
Waiver. You acknowledge that we do not maintain insurance
to protect you against personal injury, loss or damage to your
personal property or belongings, or to cover your own liability
for injury, loss or damage you (or your occupants or guests)
may cause others. You also acknowledge that by not maintaining
your own policy of personal liability insurance, you may be
responsible to others (including us) for the full cost of any
injury, loss or damage caused by your actions or the actions
of your occupants or guests. You understand that the Lease
Contract requires you to maintain a liability insurance policy,
which provides limits of liability to third parties in an amount
not less than \$\_\_\_\_\_ per occurrence. You understand
and agree to maintain at all times during the Term of the
Lease Contract and any renewal periods a policy of personal
liability insurance satisfying the requirements listed below,
at your sole expense.

4. REQUIRED POLICY. You are required to purchase and
maintain personal liability insurance covering you, your
occupants and guests, for personal injury and property
damage any of you cause to third parties (including damage
to our property), in a minimum policy coverage amount of
\$\_\_\_\_\_, from a carrier with an AM Best rating of

A-VII or better, licensed to do business in Florida. The carrier
is required to provide notice to us within 30 days of any
cancellation, non-renewal, or material change in your coverage.
We retain the right to hold you responsible for any loss in
excess of your insurance coverage.

5. We may provide you with information of an insurance
program that we make available to residents, which
provides you with an opportunity to buy renter's insurance
from a preferred company. However, you are free to
contract for the required insurance with a provider of
your choosing.

6. SUBROGATION ALLOWED. You and we agree that
subrogation is allowed by all parties and that this agreement
supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the
required personal liability insurance from the insurance
company of your choosing listed below that is licensed to do
business in this state, and have provided us with written
proof of this insurance prior to the execution and
commencement of the Lease Contract. You will provide
additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_

8. DEFAULT. Any default under the terms of this Addendum
shall be deemed an immediate, material and incurable default
under the terms of the Lease Contract, and we shall be entitled
to exercise all rights and remedies under the law.

9. MISCELLANEOUS. Except as specifically stated in this
Addendum, all other terms and conditions of the Lease
Contract shall remain unchanged. In the event of any conflict
between the terms of this Addendum and the terms of the
Lease Contract, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS: \_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract







MIXED USE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide you with notice that the dwelling is located in a mixed-use living environment. The area surrounding the dwelling contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. RESIDENT ACKNOWLEDGEMENT. By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The dwelling is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants, railways, trains, train traffic and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), train noises, vibrations, odors and smoke, which may penetrate the walls and floors of the dwelling. Such challenges may occur up to twenty-four (24) hours a day.

5. RESIDENT DUE DILIGENCE. Landlord has encouraged resident to research the area around their dwelling. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the dwelling. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. ASSUMPTION OF RISK / WAIVER. You have chosen to reside at the dwelling despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in a dwelling located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

7. SEVERABILITY. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resident or Residents  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative  
(Signs below)

\_\_\_\_\_

Date of Signing Addendum

\_\_\_\_\_



# MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_  
(zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

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

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for

water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.







# NO-SMOKING ADDENDUM



Date: \_\_\_\_\_  
(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the apartment and/or entire community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

### 4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking may be permitted only if there are specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including

administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds **and** may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling  is  is not permitted. If neither option is selected, then smoking is not permitted on balconies, patios and common areas.

The following outside areas of the community may be used for smoking: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

### 6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

### 7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

### 8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this Addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.





**Owner's Acknowledgment of Receiving Move-Out Notice**  
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. \_\_\_\_\_ in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of apartment community), or street  
address (if house, duplex, etc.): \_\_\_\_\_

Date of intended move-out: \_\_\_\_\_. If move-out is approved, prorated rent (if any) through move-out date: \$ \_\_\_\_\_

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: \_\_\_\_\_ Signature of our representative: \_\_\_\_\_

NOT A VALID FORM



NOTICE OF LEASE VIOLATION/  
NOTICE TO CURE



Dwelling Unit Description. Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address), in \_\_\_\_\_ (city),  
\_\_\_\_\_ (county), Florida, \_\_\_\_\_ (zip code).

Owner's name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Resident(s):

You are hereby notified that you have violated your Lease Agreement and/or Florida law based on the following conduct that has been reported, witnessed, or discovered in or about the premises:

- Loud Music / Excessive Noise
- Littered Patio / Balcony
- Trash by Entry / Improper Trash Disposal
- Disturbance
- Unauthorized Occupant(s)
- Unauthorized Pet(s)
- Unauthorized modification to dwelling
- Damage to Property
- Foil on Window
- Illegal Parking
- Smoking
- Other (Explain Below)

More specifically (describe noncompliance(s) in detail):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please do the following (check one or more):

- Contact the owner's representative  in person or  by telephone at \_\_\_\_\_.
- Take the action necessary to correct the above issue within seven (7) days from the date this Notice was provided to you. Failure to make the necessary corrections on a timely basis will require additional action as outlined in your Lease Contract.
- Ensure no further similar conduct.

**Demand is hereby made that you remedy the noncompliance within SEVEN (7) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within TWELVE (12) months, your tenancy is subject to termination without FURTHER WARNING AND WITHOUT your being given an opportunity to cure the noncompliance.**

This notice does not waive any other rights, remedies or claims of your Landlord. Thank you for your cooperation.

\_\_\_\_\_  
**Date Notice was given to Resident**

\_\_\_\_\_  
**Owner or Owner's Representative**

**For Office Use Only:**

**Method of Delivery:**

- Hand-delivered to any of one of the residents named above
- Hand-delivered to any person \_\_\_\_\_ or older residing in the dwelling
- Posted on the  inside  outside of the dwelling's main entry door
- Sent by first-class mail;  Sent by certified mail, return receipt requested
- Sent by registered mail

**Corrective Measures Verified by Owner and When:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SAMPLE FORM**  
**NOT A VALID FORM**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY:

- This notice was delivered personally
- The person(s) were absent from the residence and this notice was posted at the above referenced address

BY: \_\_\_\_\_  
Authorized agent for Landlord

DATE: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Landlord's Phone Number: \_\_\_\_\_

**SAMPLE FORM**  
**NOT A VALID FORM**





# NOTICE OF TEMPORARY WAIVER OF LATE FEES



LEASE CONTRACT DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

RESIDENTS (LIST ALL RESIDENTS):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
(street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the "Waiver Period").

During the Waiver Period and provided you pay your monthly rent on or before the \_\_\_\_\_ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling \_\_\_\_\_ or by emailing \_\_\_\_\_.

Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

**SPECIAL PROVISIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(Signs below)



NOTICE REGARDING EXCLUSIVE SPACE



LEASE CONTRACT DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

\_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Street Address)

(City, State, Zip)

Re: Student Housing Lease (the "Lease") signed \_\_\_\_\_ between the resident named above and \_\_\_\_\_ (owner).

Dear Resident:

In accordance with the Lease specified above, this letter shall document the living space we have reserved for your exclusive use during the term of the Lease:

Building: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_

This letter agreement is intended to serve as an amendment to the Lease. Except as amended hereby, the Lease remains unmodified and in full force and effect. Please signify your agreement to the terms of this letter by signing below where indicated.

If you have any questions about this notice or the space assigned, please contact us at \_\_\_\_\_

SPECIAL PROVISIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Owner's Representative

AGREED AND ACKNOWLEDGED BY RESIDENT:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:





NOTICE TO PAY OR VACATE



Dwelling Unit Description. Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_(street address), in \_\_\_\_\_(city),  
\_\_\_\_\_(county), Florida, \_\_\_\_\_(zip code).

Owner's name:

\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Resident(s):

YOU ARE HEREBY NOTIFIED that you are indebted to the Landlord in the sum of \$ \_\_\_\_\_ for the rent as designated in the rental agreement and for use of the premises described above and now occupied by you as a result of your failure to pay such rent through the month of \_\_\_\_\_.

I demand payment of the rent or possession of the premises within three (3) days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice ( \_\_\_\_\_ days if the notice was mailed). **To Wit: on or before the \_\_\_\_\_ day of \_\_\_\_\_,** \_\_\_\_\_.

This notice is given to you pursuant to Florida Statutes Section 83.56 (3). Your failure to comply with this notice may result in eviction proceedings being filed against you pursuant to Florida Statutes Section 83. This notice does not waive any other rights or remedies your Landlord may have against you.

NOT A VALID FORM

\_\_\_\_\_  
Owner or Owner's Representative

**For Office Use Only:**

**Method of Delivery:**

- Hand-delivered to any of one of the residents named above
- Hand-delivered to any person \_\_\_\_\_ or older residing in the dwelling
- Posted on the  inside  outside of the dwelling's main entry door
- Sent by first-class mail;  Sent by certified mail, return receipt requested
- Sent by registered mail

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY:

- This notice was delivered personally
- The person(s) were absent from the residence and this notice was posted at the above referenced address

BY: \_\_\_\_\_  
Authorized agent for Landlord

DATE: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Landlord's Phone Number: \_\_\_\_\_

**SAMPLE FORM**  
**NOT A VALID FORM**



NOTICE TO VACATE FOR NON-RENT RELATED BREACH OF LEASE



Dwelling Unit Description. Unit No. \_\_\_\_\_, \_\_\_\_\_ (street address), in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Florida, \_\_\_\_\_ (zip code).

Owner's name:

Residents (list all residents):

Dear Resident(s):

You are hereby notified that your lease is terminated effective immediately because you have violated your Lease Contract and/or Florida law as noted below:

Lease Contract Paragraph(s) or Rule Number(s): \_\_\_\_\_ Name of resident(s), occupant(s) or guest(s) in violation (if known): \_\_\_\_\_

Nature of Violation(s):

Date(s) of Violation(s): \_\_\_\_\_

The above violation(s) is/are a material breach of your Lease Contract. As such, we are exercising our right under the Lease Contract to terminate your rights of occupancy and possession, effective immediately.

DEMAND IS HEREBY MADE THAT YOU VACATE YOUR DWELLING UNIT WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE, ON OR BEFORE THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

This notice does not waive any other rights, remedies or claims the landlord may have against you.

Should you have any questions, please contact: \_\_\_\_\_

Thank you for your cooperation.

Owner or Owner's Representative

For Office Use Only:

Method of Delivery:

- Hand-delivered to any of one of the residents named above
Hand-delivered to any person \_\_\_\_\_ or older residing in the dwelling
Posted on the inside outside of the dwelling's main entry door
Sent by first-class mail; Sent by certified mail, return receipt requested
Sent by registered mail

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY:

- This notice was delivered personally
- The person(s) were absent from the residence and this notice was posted at the above referenced address

BY: \_\_\_\_\_  
Authorized agent for Landlord

DATE: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord's Address: \_\_\_\_\_  
\_\_\_\_\_

Landlord's Phone Number: \_\_\_\_\_

**SAMPLE FORM**  
**NOT A VALID FORM**





PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_ (street address) in
\_\_\_\_\_ (city), Florida, \_\_\_\_\_
\_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than \_\_\_\_\_ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Resident or Residents
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative
(Signs below)

\_\_\_\_\_

Date of Signing Addendum

\_\_\_\_\_





**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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**NOT A VALID FORM  
SAMPLE**









# PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Occupants (list all occupants):  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**A. CONSENT FOR MINOR OCCUPANTS.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

**5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**6. RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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**NOT A VALID FORM  
SAMPLE**



**APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION  
AND/OR REASONABLE MODIFICATION REQUEST**



To: \_\_\_\_\_

Dear Resident or Applicant:

On \_\_\_\_\_ (date), you requested a reasonable accommodation and/or modification to the dwelling located at Unit No. \_\_\_\_\_ at \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

**We have approved your request, as follows (check all that apply):**

**We will grant the following accommodation(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We will allow the following modification(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The foregoing modification shall be made**  **at your expense**  **at our expense.**

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**After careful consideration, we have not approved your request because (check all that apply):**

Based on the information provided it does not appear that you are a person with a disability within the meaning of the Fair Housing Act.

The accommodation and/or modification you requested is either not reasonable and/or not necessary because:

We have concluded that the specific accommodation and/or modification that you are requesting will impose an undue financial and administrative burden on our operations or will create a substantial risk of harm to you or to other persons in the community.

We have concluded that the specific accommodation and/or modification you have requested will fundamentally alter the nature of services or resources that this community provides.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is related to your disability.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is necessary to allow you an equal opportunity to use and enjoy your housing.

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you feel we have made this decision in error, or if there is additional information you would like to provide us that you believe is relevant to our decision, we would like to discuss this matter with you. Please feel free to contact \_\_\_\_\_ [name of housing representative] to schedule an appointment. Note that if there are alternative accommodations and/or modifications that you believe would be equally as effective as the accommodation or modification we are unable to provide, we are happy to consider those as well in a follow up discussion.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner or Owner's Representative Signature**

**SAMPLE FORM  
NOT A VALID FORM**





# REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



## 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city),  
Florida, \_\_\_\_\_ (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. EQUAL HOUSING OPPORTUNITY POLICY.** We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

**4. PURPOSE OF POLICY.** A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

## 5. DEFINITIONS.

**A. Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

**B. Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

**C. Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

## 6. REQUESTS FOR REASONABLE MODIFICATIONS.

**A. Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

**B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

**C. Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

**D. Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

**E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

**F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

**7. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

**A. Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

**B. Request for Accommodation, Evaluation of Disability.**

If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

**C. Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

**8. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

**9. AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

by writing or calling:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing**

\_\_\_\_\_

NOT A VALID FORM





# REQUEST FOR REASONABLE ACCOMMODATION AND/OR MODIFICATION TO RENTAL UNIT



DATE: \_\_\_\_\_

NAME OF RESIDENT or APPLICANT: \_\_\_\_\_

DWELLING UNIT DESCRIPTION: Unit No. \_\_\_\_\_ at \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

You have requested a reasonable accommodation or reasonable modification with regard to your housing.

1. Do you consider yourself to have a disability? NOTE: The Fair Housing Act defines a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities.

- Yes  No  I don't know

2. Please describe the reasonable accommodation and/or modification you are requesting (check all that apply):

I am requesting the following reasonable accommodation (a "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am requesting the following reasonable modification to the premises (a "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please describe how the requested accommodation or modification is necessary because of your disability. You do not need to disclose any medical information or the nature or severity of the disability; we simply need to know how your requested accommodation and/or modification is necessary and related to your disability.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If we need additional information to evaluate your request, we will let you know. If we will need to seek verification of either the existence of the disability or the disability-related need for the accommodation and/or modification you have requested, we will ask that you identify a third-party who has familiarity with your disability in a professional setting to complete a verification form we will provide. You will also be asked to sign a release allowing said third-party to respond to the verification request.

I hereby state that all of the information provided by me in this Request Form is true to the best of my knowledge and understanding.

Resident or Applicant Signature

Date





# REASONABLE ACCOMMODATIONS/MODIFICATIONS VERIFICATION FORM



Dear Verifier:

\_\_\_\_\_ (property) provides reasonable accommodations and/or modifications to our residents with disabilities who have a disability-related need for the reasonable accommodation and/or modification. A reasonable accommodation is a change, exception, or adjustment made to a rule, policy, practice or service **that is necessary because of a disability** for the resident to have an equal opportunity to use and/or enjoy an apartment community. A "reasonable modification" is a physical and/or structural change to the dwelling and/or common areas **that is necessary because of a disability** for the resident to have an equal opportunity to fully use and/or enjoy an apartment community. The signed release below authorizes you to provide the information requested on this form relating to the resident's/applicant's request for an accommodation and/or modification due to a disability.

**Name of Resident or Applicant (print):** \_\_\_\_\_

Request for Reasonable Accommodation and/or Modification (what specific accommodation and/or modification is the Resident or Applicant requesting?):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Resident or Applicant:** \_\_\_\_\_

*By signing this Verification Form, the person identified above has authorized the verifier identified below to provide answers to the questions below to the best of his/her knowledge, solely for the purpose of determining the disability-related need for the accommodation and/or modification requested.*

1. Is this Resident/Applicant disabled? State and federal laws define a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities. This definition does not include the current illegal use of controlled substances.

Yes       No       I don't know

2. Please describe in what manner this disability substantially limits one or more of the Resident's/Applicant's major life activities (Do NOT reveal the specific NATURE OR SEVERITY of the individual's disability):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Does this Resident/Applicant need the accommodation and/or modification requested above to alleviate one or more symptoms of the person's disability so that the person can have an equal opportunity to use and/or enjoy his/her housing?

Yes       No

4. If yes, please describe how this accommodation will enable the Resident/Applicant to use and/or enjoy this housing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Do you have (or have you in the past had) a therapeutic relationship with \_\_\_\_\_ with regard to this person's disability **for purposes other than verifying the stated need for an assistance animal in housing as a reasonable accommodation to that disability?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Are you licensed in Florida?

Yes       No, I am licensed in \_\_\_\_\_ (state)

My profession is not required to be licensed

\_\_\_\_\_  
Name and professional title of Verifier

\_\_\_\_\_  
Signature of Verifier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**PLEASE RETURN THIS FORM TO:**

Name: \_\_\_\_\_

c/o: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

**NOT A VALID FORM**





**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$\_\_\_\_\_ non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$\_\_\_\_\_ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- If a remote control is lost, stolen or damaged, a \$\_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$\_\_\_\_\_ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$\_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$\_\_\_\_\_ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.







**RENTAL APPLICATION FOR  
RESIDENTS AND OCCUPANTS**  
(Each co-applicant and each occupant 18 years old  
and over must submit a separate application.)



Date when filled out: \_\_\_\_\_

**APPLICANT INFORMATION**

Full Name (Exactly as it appears on Driver's License or Govt. ID card)

Former Name (if applicable)

Gender (Optional)

Birthdate

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Home Phone Number

Cell Phone Number

Work Phone Number

Email Address

Marital Status:  single  married  widowed  separated

Do you or any occupant smoke?  yes  no

I am applying for the apartment located at: \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant Name

Email

**OTHER OCCUPANTS**

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

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Government Photo ID card #

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Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

NOT A VALID FORM

**RESIDENCY INFORMATION**

Current Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

(The following is only applicable if at current address for less than 6 months.)

Previous Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Present Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

(Income must be verified to be considered)

\_\_\_\_\_ \$ \_\_\_\_\_  
Type \_\_\_\_\_ Source \_\_\_\_\_ Gross Monthly Amount  
\_\_\_\_\_ \$ \_\_\_\_\_  
Type \_\_\_\_\_ Source \_\_\_\_\_ Gross Monthly Amount

**CREDIT HISTORY (if applicable)**

If applicable, please explain any past credit problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RENTAL/CRIMINAL HISTORY**

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERRAL INFORMATION**

How did you find us?

- Online search. Website address: \_\_\_\_\_
- Referral from a person. Name: \_\_\_\_\_
- Social Media. Which one? \_\_\_\_\_
- Other \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency contact person over 18, who will not be living with you:

Name _____		Relationship _____	
Address _____		City _____	
State _____	Zip Code _____	Home Phone # _____	Cell Phone # _____
Work Phone # _____		Email Address _____	

**VEHICLE INFORMATION (if applicable)**

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

**PET INFORMATION (if applicable)**

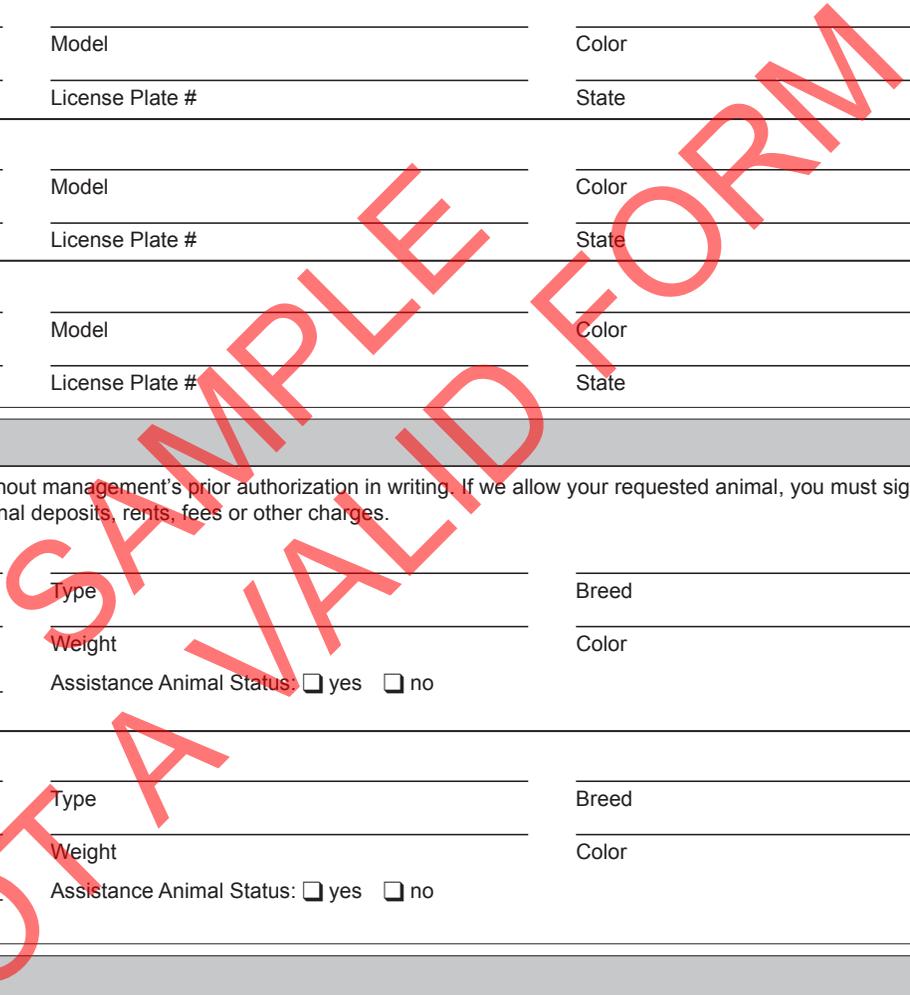
You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	

**APPLICATION AGREEMENT**

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- 5. If You Withdraw Before Approval.** *If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.
- 7. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.



**APPLICATION AGREEMENT (CONTINUED)**

- 8. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

**DISCLOSURES**

- 1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**
- 2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.
- 3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**
  - 1. Application fee (non-refundable): \$ \_\_\_\_\_
  - 2. Application deposit (may or may not be refundable): \$ \_\_\_\_\_
- 4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:
  - 1. Your completed Rental Application;
  - 2. Completed Rental Applications for each co-applicant (if applicable);
  - 3. Application fees for all applicants;
  - 4. Application deposit for the Unit.
- 5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
- 6. SHIP Disclosure Statement.** If this property or you are a tenant who may be receiving funds from the Florida State Housing Initiatives Partnership program (SHIP), then this application is subject to the Florida's public records laws, Chapter 119, Florida Statutes. Most of the information that you provide may be required to be released if there is a public records request. If you believe that you qualify to have your information protected, you must notify us in writing of the specific law or statute that protects your information. All non-exempt information will be released in response to a public records request.

**AUTHORIZATION AND ACKNOWLEDGMENT**

**AUTHORIZATION**

I authorize \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

**Payment Authorization**

I authorize \_\_\_\_\_

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-Sufficient Funds and Dishonored Payments.**

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution

**ACKNOWLEDGMENT**

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

<b>Apt. name or dwelling address (street, city)</b>	<b>Unit # or type</b>
<b>Person accepting application</b>	<b>Phone</b>
<b>Person processing application</b>	<b>Phone</b>
Applicant or Co-applicant was notified by <input type="checkbox"/> telephone <input type="checkbox"/> letter <input type="checkbox"/> email, or <input type="checkbox"/> in person of <input type="checkbox"/> acceptance or <input type="checkbox"/> non-acceptance on _____	
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)	
Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):	
Name(s) _____	
Name of owner's representative who notified above person(s) _____	





LEASE CONTRACT AMENDMENT
TO ADD OR CHANGE A ROOMMATE
DURING LEASE TERM



(This amendment is not intended for use after the original lease term has expired.)

Date: \_\_\_\_\_
(when this Amendment is filled out)

1. PURPOSE OF AMENDMENT. This is an Amendment to the Lease Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) between (owner) \_\_\_\_\_

and ("residents") (list all original residents in paragraph 1 of Lease Contract) \_\_\_\_\_

on the dwelling located at \_\_\_\_\_, in \_\_\_\_\_, Florida.

The purpose of this Amendment is to (check one or both): [ ] add a new resident, or [ ] delete an existing resident who is moving or has already moved out.

2. NEW RESIDENT.

("new resident") may move into the dwelling as a resident under the Lease Contract.

3. OLD RESIDENT.

("old resident") (check one) [ ] has moved out or [ ] will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident [ ] is or [ ] is not released from the obligation to perform under the Lease Contract.

4. REMAINING RESIDENTS. The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

5. CHANGEOVER DATE. New resident may move in on \_\_\_\_\_, \_\_\_\_\_ (year) ("change-over date"). Old resident will move out before that date.

6. SECURITY DEPOSIT. The security deposit will be handled as follows (check one or more as appropriate):

- [ ] Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
[ ] Old resident will not transfer his or her share of the existing security deposit to new resident.

- [ ] Old resident will be entitled to a refund of \$\_\_\_\_\_ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.
[ ] Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.
[ ] New resident will pay \$\_\_\_\_\_ to owner as an extra general security deposit, in addition to existing security deposits being held by owner.

7. GUARANTORS. New resident will (check one):

- [ ] have the following guarantor(s) guarantee the Lease Contract: \_\_\_\_\_; or
[ ] not have any guarantor guarantee the Lease Contract.
Any guarantor for old resident will (check one of the following if old resident has a guarantor):
[ ] continue to be liable under the Lease Contract until the end of the original Lease Contract term; or
[ ] be released from liability under the guaranty when this Amendment becomes effective.

8. DAMAGES AND CHARGES. New resident accepts the dwelling in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

9. EXISTING KEYS. Old resident (check one) [ ] has turned over or [ ] will turn over his or her key(s) and access device(s) to (check one) [ ] new resident, [ ] remaining residents, [ ] owner, or [ ] not applicable.

10. REKEYING. The dwelling has a keyless deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey keyed locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one) [ ] do or [ ] do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$\_\_\_\_\_.

11. EFFECTIVE DATE. This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
• any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
• owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
• new resident complies with paragraph 6 regarding security deposits; and
• this Amendment is signed by all parties.





# LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in,  
\_\_\_\_\_  
(city), Florida \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. NUMBER AND SIZE.** You may install \_\_\_\_\_ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
- 4. LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 5. SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

- 6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- 7. SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- 8. MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- 9. REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
- 10. LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$\_\_\_\_\_, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
- 11. SECURITY DEPOSIT.** An additional security deposit of \$\_\_\_\_\_ will be charged. We (check one)  will consider or  will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Lease Contract (check one)  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of







# ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or other similar internet sites.

**4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.**

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

**6. REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, personal injury, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing Addendum**



# REQUIRED NOTICE OF RIGHTS IN HOUSING

Landlords in the City of St. Petersburg are required to distribute this notice, and it is not intended to provide legal advice by either the City or the Landlord.

## RENTERS HAVE RIGHTS

**Per City of St. Petersburg Ordinance 422-H, at the time a rental agreement is formalized, all landlords in the city are required to notify tenants as follows:**

Though tenants have responsibilities under Florida law and through lease agreements – including paying rent, keeping the unit clean and in working order under relevant codes and not disturbing the peace - landlords have certain requirements and restrictions as well. This document is meant to educate tenants about their rights and tenants should review their lease regarding their responsibilities and discuss questions with their landlord.

## ALL RESIDENTIAL RENTALS MUST BE FIT FOR HABITATION

A unit must generally include working plumbing and heating, be free from pests and have locking doors and windows, among other requirements<sup>1</sup>. Structures in the City must also meet all applicable building, housing and health codes. If there is an issue with your unit for which you have not assumed responsibility under your lease, contact your landlord as set forth in your lease. If your landlord does not address the needed issue within a reasonable timeframe, certain issues can be reported to the City Codes Department at 727-893-7373. A landlord cannot deny access to a code inspector if access is granted by a tenant.

## RETALIATION AND DISCRIMINATION ARE ILLEGAL

A landlord may not raise your rent or threaten to evict you because you reported a health or safety violation or filed a fair housing complaint<sup>2</sup>. A landlord cannot treat you differently because of your race, nationality, disability or sexual orientation, among other criteria<sup>3</sup>. If you feel you have been discriminated against or retaliated against, contact the Pinellas County Office of Human Rights at 727-464-4880.

## YOU HAVE THE RIGHT TO CHALLENGE AN EVICTION AND OTHER UNLAWFUL ACTION

A lease cannot prevent you from challenging an eviction or limit the liability of a landlord<sup>4</sup>. If a landlord is violating the lease agreement or otherwise damaging your interest (such as utilizing utilities you pay for without your permission) you can always seek relief through the courts. If you challenge an eviction and win, your landlord must generally pay for your attorney. If you cannot afford an attorney, you may be eligible for free legal assistance from many local and statewide groups. Contact the Pinellas County Office of Human Rights at 727-464-4880 or visit the Florida Bar website at [floridabar.org/public/probono/](http://floridabar.org/public/probono/) for more information.

## HELP IS AVAILABLE

If you face eviction and/or homelessness, financial assistance may be available. There are many local organizations that can help. Contact 211 for a full directory of local services or visit [211tampabay.org](http://211tampabay.org) for more information.

<sup>1</sup> Fla. Stat § 83.51

<sup>2</sup> Fla. Stat § 83.64

<sup>3</sup> Fair Housing Act, Title VIII of the Civil Rights Act of 1968, and Pinellas County Code Chapter 70

<sup>4</sup> Fla. Stat. § 83.47



ACKNOWLEDGMENT OF RECEIPT OF  
CITY OF ST. PETERSBURG  
REQUIRED NOTICE OF RIGHTS IN HOUSING



This Acknowledgment is incorporated into the Apartment Lease Contract dated \_\_\_\_\_  
between \_\_\_\_\_

(“We” and/or “we” and/or “us”) and \_\_\_\_\_

(“You” and/or “you”) of Unit No. \_\_\_\_\_ located at \_\_\_\_\_  
in \_\_\_\_\_ (street address) and is in addition  
to all terms and conditions in the Apartment Lease Contract.

In accordance with the City of St. Petersburg’s Ordinance 422-H, we are delivering to you a copy of the Required Notice of Rights  
in Housing prepared by the City of St. Petersburg. Resident(s) hereby acknowledges receipt of this summary.

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner’s Representative**  
(signs here)

**Date of Rental Agreement**

NOT A VALID FORM





ST. PETERSBURG, FL  
NOTICE REGARDING LATE FEES



DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND ALL OTHERS IN POSSESSION OF

\_\_\_\_\_  
\_\_\_\_\_

RE: NOTICE REGARDING LATE FEES

Dear Resident(s),

As specified in the Rent and Charges paragraph (or if applicable, the Special Provisions paragraph) of your Apartment Lease Contract and/or the addendum titled \_\_\_\_\_, rent and other contractual charges are due in full on or before the **first (1st) day** of the month, and rent is considered late on the \_\_\_\_\_ **day** of the month. Therefore, as of the date of this Notice, you have incurred a late fee in the amount of \$ \_\_\_\_\_ on your account due to your failure to timely pay rent this month. As of the date of this Notice, you owe rent, late fees and utilities/contractual fees in the total sum of \$ \_\_\_\_\_.

Please be advised that if rent, late fees and contractual fees are not paid in full on or before the expiration of a three (3) day notice, eviction proceedings may be filed against you pursuant to Florida Statutes Section 83, in addition to the Landlord seeking any other available rights or remedies under the Apartment Lease Contract or law. This notice is given to you pursuant to St. Petersburg City Ordinance Sec. 20-320. This Notice does not waive any other rights or remedies your Landlord may have against you. We thank you for your attention to this correspondence.

Sincerely,

\_\_\_\_\_  
Authorized Representative

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to the addressed, on the below date, in the following manner:

- This notice was hand-delivered personally to a resident.
- The resident(s) were absent from the rental unit, and this notice was posted on the front door of the rental unit at the above referenced address.
- The notice was served electronically via email to the resident(s) at: \_\_\_\_\_
- This notice was delivered via certified mail to the rental unit at the above referenced address.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Authorized Agent for Landlord

Landlord's Name \_\_\_\_\_  
Landlord's Address \_\_\_\_\_  
Landlord's Phone # \_\_\_\_\_





# STUDENT HOUSING LEASE CONTRACT



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

## General Lease Provisions

**1. PARTIES.** This Lease Contract is between *you*, the resident:

\_\_\_\_\_  
and *us*, the owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(name of apartment community or title holder).*

The  Owner or  Manager of these Apartments is:  
\_\_\_\_\_  
\_\_\_\_\_  
whose address is \_\_\_\_\_  
\_\_\_\_\_.

Such person or company is authorized to receive notices and demands on the landlord's behalf.

A lease termination notice must be given in writing and comply with the terms and conditions as set forth herein.

Notice to the tenant must be delivered to the Resident's address as shown below.

**2. APARTMENT.** You are renting:

- Apartment Number \_\_\_\_\_,
- Bedroom No. \_\_\_\_\_, or
- Floor Plan \_\_\_\_\_

at \_\_\_\_\_  
\_\_\_\_\_  
*(street address)* in \_\_\_\_\_  
*(city)*, Florida, \_\_\_\_\_ *(zip code)* for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

**2.1. Use and Occupancy.** Your access may include exclusive areas, shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

**2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. TERM.**

**3.1. Term and Termination Notice Requirement.**

The term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(year)*, and ends at noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *(year)*.  
**This Lease Contract DOES NOT automatically renew.**

You must give at least \_\_\_\_\_ days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required herein, you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ \_\_\_\_\_ (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2).

**3.2. Notice of Non-Renewal Requirement.** Owner or Owner's representative must notify Resident with written notice no later than \_\_\_\_\_ days before the end of the lease term if the lease will not be renewed. *(The number of days specified in 3.2. should be the same number of days specified for the your required notice period in 3.1., which must not be greater than sixty (60) days.)*

**3.3. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then:

- (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand;
- (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; **or**
- (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**4. RENT AND CHARGES.** Your rent for the term is \$ \_\_\_\_\_. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by statute. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. After the due date, we do not have to accept the rent or any other payments.

**4.1. Payments.** You will pay your rent:

- at the onsite manager's office
- through our online payment site
- at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. Rent and late fees are due without demand, and all other sums are due upon our demand.

**4.2. Application of Money Received.** Payment of all sums is an independent covenant. At our option, and without notice, we may apply money received (other than sale proceeds under the provisions herein or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent— regardless of notations on checks or money orders and regardless of when the obligations arose.

**4.3. Utilities and Services.** We'll pay for the following if checked:  
 gas       water       wastewater  
 electricity    trash/recycling    cable/satellite  
 Internet    stormwater/drainage    government fees  
 other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

**4.4. Late Fees.** If you don't pay rent in full by 11:59 p.m. on the \_\_\_\_\_ day of the month, you must pay us the following late fee immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_ % of your installment amount as stated in this Lease or  \$ \_\_\_\_\_.

You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment, plus a late charge.

**4.5. Ad Valorem Taxes/Fees and Charges - Additional Rent.** Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type Statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**4.6. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

**4.7. Violation of Animal Restrictions.** We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

**5. SECURITY DEPOSIT.** Your security deposit is \$ \_\_\_\_\_, due on or before the date this Lease is signed. Any animal deposit will be stated in an animal addendum.

**5.1. Refunds and Security Deposit Deductions.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid contractual fees, early termination charges, or liquidated damages, if applicable; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV

cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed re-renting charges; packing, removing, or storing property removed or stored under paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for:

- (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; **and**
- (B) any applicable breach of contract damages permitted under the Lease and law.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below (Landlord check one option):

- 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: \_\_\_\_\_  
whose address is \_\_\_\_\_; **OR**
- 2. In a separate INTEREST bearing account for your benefit in the following bank: \_\_\_\_\_  
whose address is \_\_\_\_\_

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of five (5) percent per year, simple interest, whichever the landlord elects.

- 3. In a commingled account at the following bank \_\_\_\_\_  
whose address is \_\_\_\_\_  
provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of five (5) percent per year simple interest.

\_\_\_\_\_**Initials of Resident.** Resident acknowledges receiving a copy of Fla. Stat. § 83.49(2)(d) which provides as follows:

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 THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (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 FIFTEEN (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.

6. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days per month will be the limit.*

- 6.1. **Exclusion of Persons.** We may exclude and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

7. **CARE OF UNIT/Common Areas AND DAMAGES.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

*Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts:*

- (A) *damage to doors, windows, or screens;*  
(B) *damage from windows or doors left open; and*  
(C) *damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.*

Each resident is jointly and severally liable for all Lease obligations relating to any shared areas and utilities (if applicable). Responsibility for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease.

8. **INSURANCE.** *We do not maintain insurance to cover your personal property or personal injury.*

8.1. **Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**  
 not required to buy renter's insurance.

8.2. **Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance; **or**  
 not required to buy liability insurance.

*If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.* Renter's insurance doesn't cover losses due to a flood. We urge all residents, and particularly those residents in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. **EARLY MOVE-OUT.** Unless modified by an addendum, if you:  
(A) move out without paying rent in full for the entire Lease term or renewal period; (B) move out at our demand because of your default; **or** (C) are judicially evicted, you will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the Apartment is re-rented or the lease term expires, whichever occurs first.

10. **SECURITY AND SAFETY DEVICES.**

- 10.1. **Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. We may install additional detectors not so required. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting person with a hearing-impairment disability.

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.**

- 10.2. **Duty to Report.** You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

- 10.3. **Fire Protection.** Please check only one box:

- Fire protection is **NOT** available; or  
 Fire protection **IS AVAILABLE.**

Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment  
 Sprinkler System in common areas  
 Smoke detector  
 Carbon monoxide detector  
 Fire extinguisher  
 Other (Describe): \_\_\_\_\_

11. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to:

- (1) abatement of rent on a daily basis during delay; **and**  
(2) your right to terminate as set forth below.

Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the Apartment is ready for occupancy, but not later.

- (a) If we give written notice to any of you when or after the initial term as set forth in the Lease Contract—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the Apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.  
(b) If we give written notice to any of you before the initial term as set forth in the Lease Contract and the notice states that construction delay is expected and that the Apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after any of you receives written notice, but not later.

The readiness date is considered the new initial term as set forth in the Lease Contract for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**12.COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on this Lease Contract.

**12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

**12.2. Limitations on Conduct.** Your Apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (1) the use of patios, balconies, and porches;
- (2) the conduct of furniture movers and delivery persons; *and*
- (3) recreational activities in common areas. You’ll be liable to us for damage caused by you or any guests or occupants.

**12.3. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, *or* (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. **You affirmatively state that you are not a criminal sex offender.** You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**12.4. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

**12.5. Condominium or Home Owners Association Rules.** To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations (“HOA Rules”) that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

**12.6. Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter’s insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

**13.PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) engaging in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises;
- (e) disrupting our business operations;
- (f) storing anything in closets having gas appliances;
- (g) tampering with utilities or telecommunications;
- (h) bringing hazardous materials into the apartment community;
- (i) using windows for entry or exit; *or*
- (j) heating the apartment with a gas-operated cooking stove or oven.

You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises.

If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish misleading, untruthful, deceptive or false statements or commentary about us on any website or domain, internet blog, social media site, newspaper, magazine, television or any other media source. You agree not to use the internet in any manner to defame or injure our business or our business reputation. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

**14.PARKING.** We may regulate the time, manner, and place of parking of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable;
- (2) is on jacks, blocks or has wheel(s) missing;
- (3) has no current license plate or no current registration and/or inspection sticker;
- (4) takes up more than one parking space;
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (6) is parked in a marked handicap space without the legally required handicap insignia;
- (7) is parked in space marked for manager, staff, or guest at the office;
- (8) blocks another vehicle from exiting;
- (9) is parked in a fire lane or designated “no parking” area;
- (10) is parked in a space marked for other resident(s) or unit(s);
- (11) is parked on the grass, sidewalk, or patio;
- (12) blocks garbage trucks from access to a dumpster; *or*
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**15.RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won’t be released from this Lease Contract for any reason.

**16.MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.*

We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. *We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice.* During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property, and you specifically agree to indemnify landlord for any claims, damages, actions and causes of action resulting from your negligence. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

***We do not warrant security of any kind.*** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**17.1. Building, Housing, or Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**17.2. Radon Gas.** We are required by Florida Statute 404.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

**18. CONDITION OF THE PREMISES AND ALTERATIONS.**

**18.1. As-Is.** *We disclaim all implied warranties.* You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock

changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**18.3. Liens for Improvements.** The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease **DOES NOT** allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

**18.4. Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided under the provisions of this Lease Contract and Fla. Stat. §83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**19. REQUESTS, REPAIRS, AND MALFUNCTIONS.**

**19.1. Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

**19.4. Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds

are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

**19.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. We may also remove personal property if it causes a health or safety hazard.

## 20. ANIMALS.

**20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, **and** (2) following the procedures of this Lease Contract. We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**21. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the bedroom or apartment at reasonable times for the purposes listed in (2) below. If nobody is in the bedroom or apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; **and**

- (2) entry is for: responding to your or any co-resident's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing smoke detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

**22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of Lease Contract termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** **Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.**

**23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;
- (b) execute a new Lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ \_\_\_\_\_ in advance if you are moving from one unit to another or \$ \_\_\_\_\_ in advance if you are moving from one exclusive space to another in the same unit.

Under no circumstances will we be responsible for paying for moving costs.

**23.2. Relocation.** We reserve the right at any time, upon seven (7) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

**23.3. Replacement.** If we approve a replacement resident, then, at our option:

- (a) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; **or**
- (b) the remaining and replacement residents must sign an entirely new Lease Contract.

Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

**23.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

**24. OUR RESPONSIBILITIES.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to this Lease Contract;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with Fla. Stat. § 83.51(1) and applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

**24.1. Your Remedies.** *If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:*

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**24.2. Recycling Program Disclosure Notification.** Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

**25. DEFAULT BY RESIDENT.**

**25.1. Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations:

- (A) you don't pay rent or other amounts that you owe when due;
- (B) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
- (C) you abandon the apartment;
- (D) you give incorrect or false answers in a rental application;
- (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor;
- (F) any illegal drugs or paraphernalia are found in your apartment; **or**
- (G) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

**25.2. Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**25.3. Termination of Rental Agreement - Your Failure to Comply with Fla. Stat. § 83.52 or Material Provisions of the Lease.**

- (1) If you default by materially failing to comply with Fla. Stat. § 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within twelve (12) months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with Fla. Stat. § 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with Fla. Stat. § 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**25.4. Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in the special provisions, in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

**25.5. Choice of Remedies and Mitigation of Damages.** If you move out early, you'll be subject to all provisions herein and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you

abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; **or** (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

**25.6. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

## 26. OTHER IMPORTANT PROVISIONS.

### 26.1. Representatives' Authority; Waivers; Notice.

*This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

**26.2. Entire Agreement.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

**26.3. Waiver of Jury Trial.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

### 26.4. Miscellaneous.

- (A) Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- (B) Exercising one remedy won't constitute an election or waiver of other remedies.
- (C) Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- (D) All remedies are cumulative.
- (E) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (F) All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- (G) This Lease Contract binds subsequent owners.
- (H) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (I) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (J) All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- (K) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (L) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (M) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in paragraph 3 (Term) begins.

**26.5. Rooming House.** In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**26.6. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

## End of the Lease

**27. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**27.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**27.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**28.SURRENDER AND ABANDONMENT.** You have *surrendered* the bedroom and apartment when all apartment keys and access devices listed in this Lease Contract have been turned in where rent is paid.

As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have *abandoned* the bedroom and apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

**28.1. The Ending of Your Rights.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the Apartment; determine any security deposit deductions; and remove property left in the Apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the Apartment, but do not affect our mitigation obligations.

**28.2. Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the bedroom, Apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted or abandon the bedroom or Apartment.

**THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. 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.**

**28.3. Contractual Lien and Property Left in Apartment.**  
All property in the Apartment or common areas associated with the Apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, “Apartment” includes common areas associated with the Apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**28.4. Storage.** We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the bedroom or Apartment. *We’re not liable for casualty loss, damage, or theft except for property removed under a contractual lien.* You must pay reasonable charges for our packing, removing, storing, and selling any property.

**General Provisions and Signatures**

**29. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your Apartment.

**30. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease or a renewal of this Lease, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**31. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**32. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**33. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Before submitting a rental application or signing a Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature.**

**The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.**

**This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.**

**You are entitled to receive a copy of this Lease after it is fully signed.**

**Keep it in a safe place.**

**Resident (sign below)**

\_\_\_\_\_

**Date Signed** \_\_\_\_\_

**Owner or Owner’s Representative (signing on behalf of owner)**

\_\_\_\_\_

**Date Signed** \_\_\_\_\_

**Address and phone number of owner’s representative for notice purposes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and address of locator service (if applicable)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**After-hour phone number** \_\_\_\_\_

(Always call 911 for police, fire, or medical emergencies.)





# STUDENT LEASE GUARANTY AGREEMENT

Do not sign this Guaranty Agreement unless you understand that you have the same liability as all residents for rent and other money owed.



## LEASE INFORMATION

### About the Lease:

Owner's name (or name of apartments): \_\_\_\_\_

OR Floorplan: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Resident name: \_\_\_\_\_

Rent for the term: \$ \_\_\_\_\_

Street address: \_\_\_\_\_

Installment amount: \$ \_\_\_\_\_

Number of installments: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Beginning date of Lease: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_ (if available)

Ending date of Lease: \_\_\_\_\_

## GUARANTOR INFORMATION *Use for one guarantor only.*

### About the Guarantor:

Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Phone: \_\_\_\_\_

Alternative number or cell phone: \_\_\_\_\_

Current address: \_\_\_\_\_

Email address: \_\_\_\_\_

- Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty Agreement refers to the guarantor.
- Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
- Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.
- Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty Agreement.
- Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- Your Acknowledgments.** You acknowledge that by signing this Guaranty Agreement you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease.
- Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.
- Special Provisions.** The following special provisions control over conflicting provisions of this printed form:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Guarantor (electronic signature documented if blank)

Date Guaranty Agreement is Executed

After signing, please return this Guaranty Agreement to: \_\_\_\_\_

at (street address or P.O. Box ) \_\_\_\_\_

Our telephone number is: \_\_\_\_\_

**You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.**

### FOR OFFICE USE ONLY

Signature of Guarantor was verified by owner's representative.

Verification was by  phone OR  in person OR  virtual.

Date(s) of verification: \_\_\_\_\_

Telephone numbers called (if applicable): \_\_\_\_\_

Owner's representative who talked to Guarantor: \_\_\_\_\_





# STUDENT LEASE GUARANTY APPLICATION AND AGREEMENT

Do not sign this Guaranty unless you understand that you have the same liability as the resident for rent and other money owed.



## LEASE INFORMATION

### About the Lease:

Owner's name (or name of apartments): \_\_\_\_\_

\_\_\_\_\_

Resident name: \_\_\_\_\_

Street address: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_ (if available)

OR Floorplan: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Rent for the term: \$ \_\_\_\_\_

Installment amount: \$ \_\_\_\_\_

Number of installments: \_\_\_\_\_

Beginning date of Lease: \_\_\_\_\_

Ending date of Lease: \_\_\_\_\_

## GUARANTOR INFORMATION Use for one guarantor only.

### About the Guarantor:

Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Current address: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternative number or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Marital status: \_\_\_\_\_ Gender (Optional): \_\_\_\_\_

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

Do you own OR rent your home? \_\_\_\_\_ If renting, name of

apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

What relationship are you to the resident(s)? \_\_\_\_\_

Are you or your spouse a guarantor for any other lease? \_\_\_\_\_

If so, how many? \_\_\_\_\_

### Your Work:

Current employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Work phone: \_\_\_\_\_

Alternative phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long with this employer?: \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

### Your Credit and Rental History:

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in

this Guaranty ever:  been asked to move out?  broken a rental

agreement?  declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:

been sued for property damage?  been convicted (or received

an alternative form of adjudication equivalent to conviction) of a

felony, misdemeanor involving a controlled substance, violence to

another person or destruction of property, or a sex crime? Please

explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Authorization and Acknowledgment:

You authorize: \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner and to verify, by all available means, the information in this Guaranty, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Guaranty. Authority to obtain work history information expires 365 days from the date of this Guaranty. You agree the information provided may be used for business purposes.

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty refers to the guarantor.
- 2. Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 3. Location of Performance and Payments.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be made in accordance with the Lease.
- 4. Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- 5. Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty.
- 6. Signature.** A fax or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
- 7. Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- 8. Your Acknowledgments.** You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease.
- 9. Severability.** If any provision of this Guaranty is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty.

**10. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

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\_\_\_\_\_  
Signature of Guarantor (*electronic signature documented if blank*)

\_\_\_\_\_  
Date Guaranty is Executed

After signing, please return this Guaranty to: _____ _____ at (street address or P.O. Box ) _____ _____ Our telephone number is: _____ <b><i>You are entitled to a copy of this Guaranty when it is fully signed. Keep it in a safe place.</i></b>
---

<b>FOR OFFICE USE ONLY</b> Signature of Guarantor was verified by owner's representative. Verification was by <input type="checkbox"/> phone <b>OR</b> <input type="checkbox"/> in person <b>OR</b> <input type="checkbox"/> virtual. Date(s) of verification: _____ Telephone numbers called ( <i>if applicable</i> ): _____ Owner's representative who talked to Guarantor: _____ _____
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**SAMPLE FORM**  
**NOT A VALID FORM**



**SUPPLEMENTAL RENTAL APPLICATION FOR UNITS  
UNDER GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS**



Date: \_\_\_\_\_  
(when this Application is filled out)

1. **SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
2. **EMPLOYMENT UPDATE.** Present employer: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Position: \_\_\_\_\_

3. **HOUSEHOLD COMPOSITION.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above?  Yes  No. Does anyone plan to live with you in the future who is not listed above?  Yes  No. If you answered "Yes" to any question, please explain: \_\_\_\_\_

Are any of the household members listed above: Foster children?  Yes  No Live-in attendants?  Yes  No

4. **ANNUAL INCOME.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

<i>Gross Monthly Income Source: Indicate whether anyone in your household receives income from the following</i>	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Court Ordered Child Support or Alimony (regardless whether paid) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$	\$	\$

5. **ASSETS.** List all assets of all adults and persons in your household, including those under the age of 18.

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

6. **CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. You certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application.
7. **RECERTIFICATION.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the NAA Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application





# SUPPLEMENTAL RENTAL APPLICATION FOR NON-U.S. CITIZENS

Each co-resident and each occupant 18 years old and over who is not a U.S. citizen must submit a separate application. Spouses may submit a joint application.



We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

ABOUT YOU	YOUR SPOUSE
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state when and what country or countries (list all): _____	If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____
Relationship: _____	Relationship: _____
Mailing address: _____	Mailing address: _____
Email address: _____	Email address: _____
Phone: _____	Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:
<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____	<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____
<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____	<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____
<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.	If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.
Country issuing your passport: _____	Country issuing your passport: _____
Your passport number: _____	Your passport number: _____
Expiration date: _____	Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____	If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____
Visa expiration date: _____	Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Applicant's signature \_\_\_\_\_  
Spouse's signature \_\_\_\_\_  
Date \_\_\_\_\_

**OTHER OCCUPANTS AND RESIDENTS**

Names of all persons under 18 and other adults who will occupy the unit.

OTHER OCCUPANTS/RESIDENT	OTHER OCCUPANTS/RESIDENT
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above. <i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i> Country issuing your passport: _____ Your passport number: _____ Expiration date: _____ Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above. <i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i> Country issuing your passport: _____ Your passport number: _____ Expiration date: _____ Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____

NOT A SAMPLE FORM

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.



# SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM



Date: \_\_\_\_\_  
(when this Amendment is filled out)

## 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Amendment constitutes an Amendment to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Amendment vary or contradict any terms or conditions found in the Lease Contract, this Amendment shall control.

We hereby agree to allow you to have a support or service animal as a reasonable accommodation for your disability. You represent and affirm that you have properly licensed the support or service animal if there is any general municipal or governmental licensing requirement for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. You further represent that the support or service animal does not pose a direct threat of harm or danger to any of the other residents, our staff, or any other individuals and will not cause damage to property beyond normal wear and tear. You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in this Amendment, the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge any pet fees or a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

Specifically in reference to a "service animal," you and we will comply with Fla. Stat. s. 413.08. You further acknowledge that, pursuant to Fla. Stat. s. 413.08, a person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in Fla. Stat. s. 775.082 or s. 775.083.

Specifically, in reference to an "emotional support animal," you and we will comply with Fla. Stat. s. 760.27. You acknowledge that, unless otherwise prohibited by federal law, rule, or regulation, we may: (a) deny a reasonable accommodation request for an emotional support animal if such animal poses a direct threat to the safety or health of others or poses a direct threat of physical damage to the property of others, which threat cannot be reduced or eliminated by another reasonable accommodation; (b) if a person's disability is not readily apparent, request reliable supporting information as more fully specified in Fla. Stat. s. 760.27(2)(b) that reasonably supports that the person has a disability; (c) if a person's disability-related need for an emotional support animal is not readily apparent, request reliable information that reasonably supports the persons need for the particular emotional support animal being requested, which may include information identifying the particular assistance or therapeutic emotional support provided by the specific animal from a health care practitioner, as defined in Fla. Stat. s. 456.001; a telehealth provider, as defined in Fla. Stat. s. 456.47; or any other similarly licensed or certified practitioner or provider in good standing with his or her professions regulatory body in another state; (d) if a person requests to keep more than one emotional support animal, request information regarding the specific need for each animal; and (e) require proof of compliance with state and local requirements for licensing and vaccinating each emotional support animal. An emotional support animal registration of any kind, including, but not limited to, an identification card, patch, certificate, or similar registration obtained from the Internet is not, by itself, sufficient information to reliably establish that a person has a disability or a disability-related need for an emotional support animal. A person with a disability or a disability related need is liable for any damage done to the premises or to another person on the premises by his or her emotional support animal. A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability related need for an emotional support animal or being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in Fla. Stat. s. 404 775.082 or s. 775.083.

Therefore, if you misrepresent yourself as qualified to use a service animal, or an emotional support animal, you agree that such conduct constitutes a material violation of the Lease Contract, Florida law and that we shall have all rights and remedies set forth in the Lease Contract, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court costs to the extent allowed by law.





**SURETY BOND ADDENDUM**  
*Becomes part of Lease Contract*



Date: \_\_\_\_\_  
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Lease Contract**

**NOT A VALID FORM**



# SUSTAINABLE LIVING ADDENDUM



## 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Florida, \_\_\_\_\_ (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents - leaseholders and occupants):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_

Occupants:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

**4. ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

## 5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall water consumption at the Community.

### Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

### Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

## 6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

### Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

### Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated \_\_\_\_\_ between \_\_\_\_\_

("We" and/or "we" and/or "us") and \_\_\_\_\_

("You" and/or "you") of Unit No. \_\_\_\_\_ located at \_\_\_\_\_ (street address) in \_\_\_\_\_

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your dwelling will be paid by you either:
b) Sewer service to your dwelling will be paid by you either:
c) Gas service to your dwelling will be paid by you either:
d) Trash service to your dwelling will be paid by you either:
e) Electric service to your dwelling will be paid by you either:
f) Stormwater service to your dwelling will be paid by you either:
g) Cable TV service to your dwelling will be paid by you either:
h) Master Antenna service to your dwelling will be paid by you either:
i) Internet service to your dwelling will be paid by you either:
j) Pest Control service to your dwelling will be paid by you either:
k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:









# WASHER AND DRYER ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 \_\_\_\_\_ (city), Florida, \_\_\_\_\_  
 \_\_\_\_\_ (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

### 4. OWNER SUPPLIED WASHER AND DRYER.

**A. Washer and Dryer Rental Fees.** We agree to rent to you a washer and dryer for the sum of \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

**B. Identification of Washer and Dryer.** You are entitled to exclusive use of a:

- Full Size
- Stackable
- Other: \_\_\_\_\_

Washer Model/Serial Number:  
 \_\_\_\_\_

Dryer Model/Serial Number:  
 \_\_\_\_\_

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal

of the equipment from the dwelling without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

**C. Responsibility for Damages.** You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

**D. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

### 5. ACCESS TO WASHER AND DRYER; EMERGENCIES.

You agree to allow our agent(s) access to the dwelling and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and the equipment in the event of an emergency, as provided by law.

### 6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.

You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

### 7. ADDITIONAL PROVISIONS.

You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the dwelling, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.





# Protect Your Family From Lead in Your Home



## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

## Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

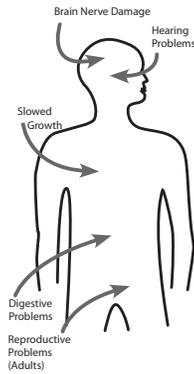
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



10

## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windowsills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgement (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
\_\_\_\_\_

Apartment Name & unit number OR street address of dwelling

City

\_\_\_\_\_  
Lessee (Resident) Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lessor (Owner)

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATIVE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
9. Location of incident(s): \_\_\_\_\_

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_
2. Your name (if different from victim's): \_\_\_\_\_
3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_
5. Address of location from which the victim seeks to transfer: \_\_\_\_\_  
\_\_\_\_\_
6. Address or phone number for contacting the victim: \_\_\_\_\_  
\_\_\_\_\_
7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
9. Date(s), Times(s) and location(s) of incident(s): \_\_\_\_\_  
\_\_\_\_\_
10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.  
\_\_\_\_\_  
\_\_\_\_\_
12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**LEASE ADDENDUM  
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

---

(Name of Housing Provider<sup>1</sup>)

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>3</sup>. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that

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is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protection for Applicants**

If you otherwise qualify for assistance under \_\_\_\_\_, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under \_\_\_\_\_, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under \_\_\_\_\_ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

## **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.



**For Additional Information**

You may view a copy of HUD’s final VAWA rule at \_\_\_\_\_

\_\_\_\_\_

(Federal Register Link).

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact (name of program or rental assistance contact information able to answer questions on VAWA)

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For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact (contact information for relevant local organizations)

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For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

