BELLA PROPERTIES 4125 S.W. 31st Drive Gainesville, FL 32601

Rental Agreement

dba BELLA PROPERTIES), 4125 SW 31 st Drive, Gainesville, Florida, herein after referred to as "Agent" for the owner of he rental unit referred to in "premises" below, Bella Properties 34, LLC, herein after referred to as "Landlord" ("Lessor"), enter on this date,, 200, into this agreement ("Lease"): 1. **PREMISES**: Landlord leases to Resident, and Resident leases from Landlord, that certain residence known as: 2. **TERM**: This Lease shall begin at noon on the day of, 200, and end on the day of, 200, at 12:00 p.m. Accordingly, Resident's obligation to pay rent hereunder shall continue for the entire term of this Lease Agreement until all sums due Landlord herein have been paid in full. 3. **INSTALLMENT PAYMENTS**: Total rental amount of \$\frac{1}{2}\$	RESIDENT'S NAME
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- 1 -

5. APPLICATION FEE: There shall be a \$50.00 non-refundable application fee charged to all residents prior to occupying the leased apartment. This fee shall cover administrative costs. Total application fee received:
6. <u>SECURITY ALARMS</u> : If alarms are purchased or installed by Resident, Resident is responsible for repairs, maintenance, monitoring/permitting fees, removal costs, etc relating to alarm.
7. PARENTAL OR SPONSOR'S GUARANTY: The Landlord will require a Cosigner/Guarantor Agreement at the time of application, if the applicant has an unsatisfactory or insufficient credit history. Landlord reserves the right to cancel this Lease at any time in the event such Guaranty is not fully executed, notarized, and returned to the Landlord's Agent (BELLA PROPERTIES) within fifteen (15) days from the date of execution of this Lease by Resident. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and that the Landlord reserves the right, both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Guaranty is for an essential necessity of Resident, and that the Resident shall be fully bound by all terms and conditions hereof irrespective of Resident's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and any future lease extension, renewal or transfer and shall not be construed as a release of Resident's responsibilities and obligations hereunder. Resident understands that lack of the Cosigner/Guarantor Agreement does not release Resident from duties and financial responsibilities under this Lease agreement, unless Landlord cancels Lease agreement. Resident also understands that Landlord may refuse occupancy if Cosigner/Guarantor Agreement is not received prior to move in and that Resident will remain liable for all monies due.
8. <u>SECURITY DEPOSIT</u> : Resident will deposit with the Landlord's Agent (BELLA PROPERTIES) \$ as security for the full and faithful performance by Resident of all the terms and obligations contained in this Lease to be performed by Resident. Before occupying the unit, resident must pay the full security deposit indicated above. Under no circumstances shall resident be entitled to have the security deposit applied as rent during the term of this lease. A non-refundable Redecorating/Administrative Fee of \$ will be paid by the Resident(s) upon lease signing
The advance security deposit will be held by the Landlord in a separate, non-interest bearing account for the benefit of Resident at the Millennium Bank whose address is 4340 Newberry Road, Gainesville, FL 32607
Release of Deposit: Release of said deposit will be subject to the following provisions:
 (A) Full rental period has expired. (B) Formal written notice of intent to vacate has been received by Landlord sixty (60) days prior to said vacating. (C) No damage to property beyond normal wear and tear is evident. (D) The entire dwelling, including range, refrigerator, bathroom, carpeting, closets, and cupboards are clean and the refrigerator is PROPPED OPEN. (E) No unpaid, late charges, or delinquent rent remain outstanding. (F) All keys are returned. (G) All debris, rubbish and garbage is removed from premises. (H) Forwarding address has been left with Rental Agent.
Once all the above conditions have been met to the satisfaction of Landlord and any costs or labor and materials for cleaning and repairs have been deducted along with late charges, the remaining amount of said deposit will be returned BY US MAIL ONLY.
Security Deposit Notice: In accordance with the provisions of Section 83.49(3), Florida Statutes, upon vacating of the premises for termination of the lease, the Landlord will have 15 days to return the security deposit together; or the Landlord shall have 30 days in which to give the tenant written notice by certified mail to the Resident's last known mailing address of Landlord's intention to impose a claim on the deposit and the reason for imposing the claim. The notice will contain a statement in substantially the following form:
This is a notice of my intention to impose a claim for damages in the amount of \$() upon your security deposit, due to It is sent to you as required by Florida Statutes, Section 83.49(3). You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to: BELLA PROPERTIES , 4125 SW 31 st Drive, Gainesville, FL 32608.
If Landlord fails to give the required notice within the thirty (30) day period, Landlord forfeits its right to impose a claim upor the security deposit. Unless Resident objects to the imposition of Landlord's claim or the amount thereof within fifteen (15
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days after receipt of the Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of its claim and will remit the balance of the deposit to Resident within thirty (30) days after the date of the notice of intention to impose a claim for damages. If either party institutes an action in Court of competent jurisdiction to adjudicate said parties' right to the security deposit the prevailing party is entitled to receive said parties' court costs plus reasonable fee for his attorney. The court will advance the cause on the calendar.

Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and other sections of the Florida Statutes.

- 9. <u>ADDITIONAL RENT DUE TO LATE PAYMENT</u>: All installment payments due hereunder shall be paid in full on or by the due date thereof. Installment payments are due on the first (1st) day of the month and time is of the essence. Resident should, therefore, mail or hand-deliver your payment early to ensure proper payment. Payments that are mailed must be actually received on or before the third (3rd) to avoid additional rent penalties. If rent is unpaid after the third day of each month it is delinquent and the Resident will be deemed in default under this Lease. If rent is not paid in full by the third day of the month, Resident shall pay \$50.00 in additional rent due to said non-payment. Everyday thereafter there will be an additional rental amount of \$5.00 due until all accrued rent is paid in full. Any unpaid rent or additional rent not paid by the eleventh (11th) of the month must be paid by Certified Cashier's Check or Money Order only. Any and all monies owed by Resident to the Landlord shall be deemed rent under this Lease. All payments will first be applied to the oldest outstanding balance, if any.
- 10. **RETURNED CHECKS:** If any check given to Landlord's Agent (BELLA PROPERTIES) by or for Resident is returned unpaid for any reason, Resident shall pay a service charge of \$25.00 if the face value of the check does not exceed \$50.00; \$30.00 if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00 if the face value is more than \$300.00; or 5% of the face value of the check (applicable if amount exceeds \$800.00); whichever is greater. Payment for the returned check, the service charge plus all applicable late fees up to the day check is made good, and all future payments to Landlord shall be by cashier's check, or money order; checks will no longer be accepted from Resident without Landlord's written permission.
- 11. <u>USE AND OCCUPANCY</u>: The premises shall be occupied by Resident as a private dwelling unit and no other purpose. Each rental unit shall be occupied by Resident(s) and no other person except for occasional overnight guests. Said occasional guests shall stay no longer than 48 hours. Occupancy will be limited to _____ residents. Additional residents must be qualified, approved by management, and will require additional monthly fee in the amount of \$50 per resident based upon increased usage of services provided and additional wear and tear on unit and property. Resident agrees not to allow any nuisance or illegal activity to exist on the premises and to maintain the premises in an orderly and neat condition. Resident agrees to comply with the Rules and Regulations found in this lease.
- 12. <u>SUBLEASE</u>: Resident may sublet his or her interest in the premises or this Lease with Landlord's prior written consent. Landlord agrees that such consent shall not be unreasonably withheld. Upon such sublet Resident agrees to pay Landlord \$200.00 as a sublease fee for administrative costs and expense and not as a penalty. Resident also acknowledges that additional security may be required at the time of said sublease, and that such sublease shall in no way relieve Resident of his or her obligations under this Lease.
- 13. **RENEWAL AND HOLDOVER:** In the event the Resident wishes to extend this Lease beyond the expiration date, Resident must execute a new lease provided by the Landlord prior to the termination of this Lease Agreement. The new lease will include terms and conditions, including the rental amount, which may differ from those set forth herein. The Resident will not be allowed to holdover at the expiration of the termination date of the tenancy herein. In accordance with Florida Statute (83.58), the Landlord will charge double the amount of monthly rent due on the unit if a Resident remains within the unit following the expiration of their lease plus any additional costs associated with the displacement of the incoming resident.
- 14. **SURRENDER OR ABANDONMENT**: Abandonment is presumed if the Resident has abandoned the dwelling unit and premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption shall not apply if the rent is current or the Tenant has notified the Landlord, in writing, of an intended absence during a current lease period. By signing this rental agreement the Tenant agrees that upon surrender or abandonment, as defined by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property.

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- 15. <u>CONTENTS AND FURNISHINGS</u>: If the premises are leased as a furnished rental unit, the items listed on the separate schedule attached to this Lease are made a part hereof. Resident agrees to return all items listed on the schedule to the Landlord at the end of the term of this Lease in as good of a condition as received, only reasonable wear accepted.
- 16. <u>STORAGE</u>: Landlord gives no right of storage to Resident. Resident must remove all personal property at termination of Lease. Pursuant to section 83.67 of the Florida Statutes, upon surrender or abandonment of the apartment by Resident or recovery of the dwelling unit by Landlord due to the death of the last remaining tenant, the Landlord shall not be liable for storage or disposition of the Resident's personal property.
- 17. RELEASE OF LIABILITY OF LESSOR FOR INJURY OR DAMAGE: The Landlord and Agent shall not be liable to the Resident for any damages resulting from Landlord's inability to deliver possession of the Premises to Resident at the commencement of the Term, provided however, Resident shall not be liable for payment of any rent until possession of the Premises has been delivered to Resident. Resident may cancel this Lease if possession of the Premises has not been delivered within 30 days of the commencement of the Term. The Landlord and Agent shall not be in any way liable to the Resident or his/her property or his/her immediate family or his/her guests, employees, invitees, or any one else on or about the residence or their property, due to any discontinuance of heat, air conditioning, mechanical refrigeration, hot water, electrical or gas service caused by nonpayment, accident, breakage, strikes or Acts of God. The Landlord and Agent shall not be liable for any loss or damage to property of Resident by moths, termites, other vermin, rain, snow, mildew or water that may leak into or flow from any part of said premises due to defects in said premises or any part thereof. The Landlord and Agent shall not be responsible for any damage to or loss of any personal property due to theft. malicious mischief, or vandalism. The Landlord and Agent shall not be liable for any personal conflict or personal injury to Resident, family, or guest thereof. Tenant agrees to indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorneys' fees, costs and expenses if permitted by Prevailing Law) arising by reason of any death, injury, damage or loss sustained by any person, including Tenant and Tenant's guests and invitees. All personal property placed or kept in the rental unit, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters', or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the rental unit, and neither Landlord nor Agent shall have any liability with respect to the same. The Landlord and Agent shall not be responsible for any damage to or loss of any vehicle, or accessory of such vehicle, stored or parked in the rental unit parking area nor for any property of any kind stored or left in said space or in said vehicle. Landlord and Agent expressly advises the Resident to provide himself with a Resident's insurance policy to insure possessions in or on the premises.
- 18. <u>RELEASE OF LANDLORD LIABILITY RELATIVE TO PARKING</u>: Resident(s) hereby authorizes Landlord's Agent to release Resident's name and driver's license number to The City of Gainesville Parking Division so that Resident(s) may obtain a Neighborhood Parking Permit if so desired.
- 19. <u>SECURITY</u>: Landlord and Agent does not provide and has no duty to provide security services for Resident's protection or the protection of Resident's property. Resident must look solely to local authorities for such protection. Landlord and Agent shall not be liable for failure to provide security services to protect Resident, Resident's family, guests or others, or Resident's property from the criminal or wrongful acts of Landlord's or Agent's employees, agents, or others. If, from time to time, Landlord or Agent provides any security services, those services are only for the protection of Landlord's property and shall not constitute a waiver of, or in any manner modify, this disclaimer.

 20. **ALTERATIONS**: Resident shall not make any alterations or additions to the leased premises.

- 22. <u>PETS</u>: Pets are prohibited and Resident hereby agrees not to allow or keep any pets in or about the leased premises or the building. The only "pet" allowed is fish and the fish must be housed in an aquarium not to exceed ten gallons. Resident understands that the prohibition of pets also applies to pets of Resident's guests or unexpected visitors. If Landlord finds a pet on the premises, Resident hereby agrees to pay a fee of Two Hundred (\$200.00) Dollars as liquidated damages and an additional fee of Twenty-Five (\$25.00) Dollars for each additional day the pet remains on the premises. This fee shall be applied in all cases, even those where Resident is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of Resident. If the pet remains on the premises for a period of seven days or more from the date first observed by Landlord's Agent, then Resident's right to possession shall terminate and Resident shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this Lease.
- 23. <u>MAINTENANCE OF PREMISES</u>: Resident agrees to keep the premises safe and clean, free of rubbish, debris and in such conditions as may be required by the regulations of any city, county, state, or other governmental authority without any abatement in rental. Any repair bills or maintenance expenses caused by Resident's abuse, misuse, improper use, or lack of knowledge or diligence in using any mechanical, electrical, plumbing, etc., will be charged to the Resident. This includes unnecessary calls such as to turn on a circuit breaker, unclog a drain (unless cause was beyond Resident's responsibility). Plumbing stoppages that occur after the initial 45 days of occupancy will be deemed to be Resident's responsibility and will be paid by Resident. In the event Resident fails or refuses to make suitable repairs as aforesaid, Landlord may make such repairs and Resident will reimburse Landlord for all repairs so made.
- 24. **DAMAGE TO PROPERTY:** Should the premises be partially damaged by casualty not due to negligence or conduct of the Resident or Resident's guests, invitees, or assignees, the property shall be repaired immediately by the Landlord and any rentals for the period the premises are wholly untenable shall be abated. However, should the property suffer substantial damages, Landlord may elect to terminate this Lease, and the rent shall be adjusted up to the date of the casualty. In the event the premises are damaged by the conduct, acts, or omission of Resident or Resident's guests, invitees, or assignees, Resident agrees that Landlord will repair said damage and that the cost to repair said damage will be billed as additional rent. Should it become necessary for Landlord to bill Resident for repairs, as authorized in this Agreement, Resident shall pay rent and additional rent in full by the first day of the next calendar month after written notice from Landlord or Landlord's Agent. Failure to pay the full amount due by the first of the month shall be deemed a material breach of this Agreement. The application of Resident's security deposit at the end of this lease to repair damage shall in no way relieve Resident of liability for damages which exceed the amount of security deposit. Each individual Resident agrees and promises to pay for any damages to rental unit and agrees that his or her liability for said damages is joint and several with other Residents of said rental unit. Any intentional withholding of information by Resident regarding the extent or cause of damage to the premises shall be deemed a material default of the terms of this Lease. Resident shall immediately report to the Landlord or Agent and the local law enforcement authority any acts of vandalism to the Premises or the rental unit in which the Premises are located.

25. RESIDENT'S OBLIGATION UNDER THIS LEASE: Resident agrees and promises to:

- A. Maintain the subject property in the same condition as when leased.
- B. Comply with all applicable housing, building, and health codes.
- C. Pay for all utilities utilized which are not furnished by Landlord.
- D. Keep the property clean and sanitary.
- E. Report all maintenance problems to the Landlord immediately.
- F. Remove all garbage from the property. Recycle items as per Gainesville City Ordinance.
- G. Use the facilities and appliances in a reasonable and safe manner and for their intended purpose.
- H. Refrain from damaging/defacing/vandalizing the Landlord's property.
- I. Conduct himself or herself and others on the property with his or her consent in a reasonable manner.
- J. Provide Landlord with a key or access to the premises.

26. LANDLORD'S OBLIGATION UNDER THIS LEASE: Landlord promises to:

- A. Comply with all applicable housing, building, and health codes.
- B. Maintain all basic structural and service components of the property so they are capable of resisting normal forces.
- 27. <u>RIGHT OF ENTRY:</u> Landlord's Agent shall have the right of entry upon the premises to inspect the same, make repairs, and exhibit the property to others, provided such entry is at reasonable times as defined in Florida Statute (83.53). The exercise of the reserved rights of the Landlord's Agent shall never be deemed an eviction or disturbance of the Resident's peaceable use and possession of the Premises and shall never render the Landlord' Agent liable in any manner to Resident or any person in the Premises.

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- 28. **LIABILITY:** Resident accepts the condition of the premises, waiving inspection of same. Defects to apartment must be presented in writing and delivered to Landlord's Agent within ten (10) days from the beginning of the Term. Resident further agrees to indemnify Landlord and Landlord's Agent against any loss, damage, injury, claim, demand, expense, or liability arising out of Resident's use of the premises, including losses arising out of the use of the premises by others with Resident's consent.
- 29. <u>CRIMINAL ACTS</u>: Resident further agrees that Landlord and Landlord's Agent shall not be liable for any criminal acts against Resident's person, family, servants, guests, or property committed by any third party. Resident further agrees that any criminal acts by Resident or their guest will constitute a default of this lease.
- 30. <u>PERSONAL PROPERTY</u>: Due to legal and other limitations, it is not possible for us to insure Resident's personal property. It will be necessary for Resident to obtain renter's insurance at Resident's expense from a local insurance agent to cover any possible loss or damage to personal property. Any personal property placed in or about the premises shall be at sole risk of Resident. Resident agrees that Landlord and Agent are not responsible for repair or replacement of any personal property and that resident will look solely to resident's renter's insurance for reimbursement of personal property.
- 31. <u>TAXES</u>: Any taxes or fees that may be imposed by any governmental authority, whether they be sales, use, or resort taxes or fees shall be paid by Resident.
- 32. **DEFAULT & RELEASE**: Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-lessees, bad health, or any other reason. Accordingly, Resident's obligation to pay rent hereunder (and the Guarantor(s) obligation to ensure payment of the same) shall continue for the entire Term of this Lease and until all sums due Landlord hereinunder have been paid in full. In the event Resident shall default under any provision of this Agreement and, due to said default, Landlord hires an attorney, or collection agency, to enforce this Agreement, Resident shall pay Landlord's costs, collection fees, associated costs, and attorney's fees, whether a lawsuit is filed or not. Any Final Judgement rendered will bear interest at 18% per annum. Upon default, all monthly installment payments for the remainder of the lease term shall be accelerated without notice or demand and shall be immediately due and payable. Such right of acceleration is in lieu of having rental for the entire lease term payable at the beginning of this Lease. Our acceptance of rent after knowledge of a breach of this Lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies.
- 33. <u>PARKING</u>: Parking on the city right of way is severely limited in areas and requires additional decals provided by the city. If available, Resident may elect to pay (see attached addendum) for a Reserved parking space and one parking decal issued for the purpose of parking one operable motor vehicle during the term of this Lease. All other parking is on a space-available basis for current residents only, requiring a valid decal issued by the Landlord's Agent, at the sole discretion of the Landlord or Landlord's Agent. Resident agrees not to park any inoperable or wrecked vehicle in or about the parking lot. Such vehicles will be towed at Landlord or Agent's option, at the owner of the vehicles' expense. Resident further promises and agrees not to wash vehicles in the parking lot, nor to perform automotive or mechanical repair of vehicles in or about the parking lot, nor to park in non-parking spots (i.e. grass, in front of dumpsters). Resident agrees to forfeit all parking privileges should the Lease be terminated or subleased.
- 34. **RULES AND REGULATIONS BINDING:** Resident agrees to be bound by Landlord's rules and regulations, attached hereto and made a part of this Lease, and any subsequent modifications not in violation of law or the terms of this Rental Agreement. Any violation of said rules and regulations shall be deemed a default of the terms and conditions of this Lease.
- 35. <u>WAIVER AND SEPARABILITY</u>: The waiver of any one breach of any provision of this Lease shall not be considered a waiver of that or any other provision herein. Should any portion of this Lease be deemed invalid, such invalidation shall not operate to invalidate the remaining portions of this Lease.
- 36. <u>ALTERNATIVE HOUSING</u>: Should Landlord deem it necessary to undertake renovation or reconstruction of the leased premises during the term of this Lease, Landlord agrees to provide Resident with other and equivalent premises owned and maintained by Landlord and at the same terms as the leased premises. Resident agrees to accept such substitution as a continuation of this Lease and without suspension of its terms and applicability. "Equivalent" shall be taken to mean substantially or reasonably the same without necessity to be identical in location, elevation, or furnishings.
- 37. <u>UNIT ASSIGNMENT</u>: Actual rental unit numbers will be assigned a few weeks prior to the commencement of the lease. If resident has listed preferences on the application, Landlord's Agent will place resident in a rental unit based on those preferences on an "as available" basis according to the date on which the lease was signed. This process is

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structured to provide new residents with a rental unit as close to their preference as possible while accommodating for renewals and fluctuations in specific rental unit availability.

- 38. <u>BINDING EFFECT</u>: This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and legal representatives.
- 39. **NON-RECORDABILITY OF LEASE:** The parties covenant that this Lease shall not be recorded, and that such recording of the same may be considered, by the party not so recording, as a material breach of this Lease.
- 40. **EMINENT DOMAIN:** If the whole or any part of the building or the apartment complex is taken or condemned by any competent authority for any public purpose or use, the term of this Rental Agreement shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. Resident shall have no right to appear and defend in any suit by such competent authority and Resident shall have no right in any award. Current rent shall be apportioned as of the date of such termination.
- 41. **ENTIRE AGREEMENT:** No oral agreements have been made, this Lease constitutes the entire agreement between the parties, and may not be modified, unless in writing and executed by the parties.
- 42. *RADON GAS/ASBESTOS WARNING*: We are required by Florida Statute 404.056 (8) to give the following notification to you "Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtains from your county health unit." Buildings built prior to 1980 are known to contain traceable amounts of asbestos containing materials (ACMs). ACM's are generally found in original kitchen tile, acoustical ceiling treatments, drywall and joint compound, and original sink undercoatings. These areas of the rental unit should not be disturbed and any maintenance issues relating to these areas should be referred to the Landlord's Agent.
- 43. <u>LEAD WARNING STATEMENT</u>: 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. Resident must also receive a federally approved pamphlet on lead poisoning prevention. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. By signing this lease, Resident acknowledges receipt of the pamphlet "Protect Your Family From Lead In Your Home".

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Lessee has	receive	ed the p	pamphlet	Protect	Your	Family from	Lead in	Your Home
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- 44. <u>MOLD AND MILDEW</u>: Resident acknowledges that the rental unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the rental unit to retard or prevent the growth of mold or mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the rental unit and the contents to retard and prevent mold and mildew and that the Landlord shall not be responsible for damage to the rental unit or the personal property contained therein for damages caused by mold and mildew. Resident will review and sign "MOLD ADDENDUM TO LEASE" included in this lease agreement.
- 45. SMOKE DETECTORS AND FIRE EXTINGUISHERS: Resident acknowledges that this rental unit is equipped with smoke detection devices and fire extinguishers in good working condition and properly installed. Resident agrees that it is his/her duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify Landlord or Landlord's Agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Landlord or Landlord's Agent shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event Landlord and Landlord's Agent is notified of any defect in writing. Resident agrees to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable. Resident agrees to reimburse Landlord or Agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by the Resident, Resident's guests or invitees. Resident acknowledges and agrees that Landlord or Landlord's Agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s) Resident assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s). No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by Landlord, Landlord's Agent

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or employees to Resident regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same. Landlord and Landlord's Agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by:

- (A) Resident's failure to regularly test the smoke detector(s) and/or fire extinguisher(s):
- (B) Resident's failure to notify Landlord or Landlord's Agent of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher(s)
- (C) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or
- (D) false alarms produced by the smoke detector(s).

Executing in our presence as Subscribing Witnesses:

- 46. CANCELLATION: Any request by the resident to cancel this lease must be made in writing to the leasing office. Cancellation of this lease is at the "Sole Discretion Of The Landlord." Resident agrees that in the event of a landlord "approved cancellation" any payments previously made including but not limited to the entire security deposit, application fees, and redecorating/administrative fees may be forfeited to the Landlord to contribute towards fee charged for the cancellation. In the event of an "approved cancellation", cancellation fees will be set by Landlord and may be as high as the full rental amount due for the entire lease.
- 47. RULES AND REGULATIONS: Resident will abide by the Rules and Regulations, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. Landlord and Landlord's Agent reserves the right to make reasonable changes to the Rules and Regulations and, upon notification to Resident of such changes, such amended Rules and Regulations will be deemed as equally binding upon Resident as if originally set forth herein. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. A BREACH OF ANY RULE OR REGULATION BY THE RESIDENT WILL CONSTITUTE A BREACH OF THE TERMS AND CONDITIONS OF THIS LEASE. Resident will not destroy, deface, damage, impair or remove any part of the premises or property therein belonging to the Landlord nor permit any person to do so.
- 48. MISCELLANEOUS: By executing this Lease, Resident warrants that he or she is 18 years old or older. Resident agrees that all agreements relating to lease are to be in writing and that there are no verbal agreements.

ACKNOWLEDGMENT

RESIDENT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE AGREEMENT. THE RENTAL APPLICATION AND THE RULES AND REGULATIONS AND UNDERSTANDS ENTIRE CONTENT. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND THE WELL BEING OF ALL OCCUPANTS OF THE PREMISES, AND AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT. RESIDENT AGREES THAT ANY PROCEEDINGS TO ENFORCE THIS AGREEMENT OR RELATED RIGHTS SHALL BE BROUGHT IN ALACHUA COUNTY, FLORIDA FOR PURPOSES OF VENUE AND RESIDENT CONSENTS TO PERSONAL JURISDICTION IN FLORIDA.

Witness/Notary of signature is required in the event the lease is not signed before AGENT of BELLA PROPERTIES.

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Witness	As Authorized Agent	Date
Witness/Notary	As Resident	Date
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BELLA PROPERTIES

RULES AND REGULATIONS ADDENDUM

The following Rules and Regulations are a binding part of Resident's Lease Agreement with Landlord and Landlord's Agent. Landlord and Landlord's Agent provides these Rules and Regulations for Resident's benefit and the benefit of the other Residents in the rental unit and neighbors. By abiding by these Rules and Regulations, Landlord expects that all Residents will better enjoy living at the rental property. Please understand that any non-performance or breach of any of these Rules and Regulations causes increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, attorneys' fees, and increased utility costs. Please understand that any non-performance or breach of one of these Rules and Regulations constitutes a default by the Resident under Resident's Lease Agreement and Landlord may, in its sole and absolute discretion, proceed with an eviction action or exercise any other rights or remedies afforded to it under Resident's Lease Agreement or provided by Prevailing Law, which shall not amount to Resident's release from obligations of Resident's Lease but shall in addition make Resident responsible for any damages Landlord is unable to mitigate. In accordance with Resident's Lease Agreement, and security deposit hereunder, Resident will also be charged for violation of these Rules and Regulations in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's rent. All terms used in these Rules and Regulations shall have the same meaning as the identical terms used in the Lease Agreement.

- 1. <u>Nuisances</u>. No nuisance shall be allowed upon the Property or within the dwelling unit, nor any use or practice that is the source of annoyance or which interferes with the peaceful possession and proper use of the Property by the neighboring property owners. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Resident shall permit any use of the Property or make or permit any use of the will increase the cost of insurance upon the Property. Residents will be charged for any services employed by Landlord to cleanup the exterior of the property and keep it free of garbage.
- 2. Social Gatherings. Residents may have small, intimate gathering of friends (absolutely no more than 20 individuals). Resident and guests or invitees of parties are not allowed to gather on balconies. Parties must remain indoors. Open parties are NOT allowed. This means that all guests and invitees must be invited. Flyers or any other methods (including Internet, electronic invitations, websites, etc) inviting the general public are not allowed. If Resident is caught distributing this type of invitation, Resident and Resident Co-Signor will be contacted and discussion of eviction proceedings will be initiated. Resident, Resident's guests and invitees shall at all times maintain order in rental unit and at all places on the Property grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents or adjacent neighbors. All radios, television sets, stereos, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with the other residents or adjacent neighbors. No band instruments shall be played on the Property grounds at any time. Absolutely no keg parties. Resident assumes all liability related to any gathering (see Item 17 in Rental Agreement above).
- 3. <u>Lawful Use</u>. No immoral, improper, offensive or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
- 4. <u>Prohibited Vehicles</u>. No recreational vehicles, non-operational vehicles, boats, jet skis, trailers or commercial vehicles shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Residents. All illegally parked vehicles will be towed at the owner's expense. No warning will be given. No UF game day parking is permitted on this property.
- 5. Exterior Appearance. No Resident shall decorate or alter any part of the dwelling unit so as to affect the appearance of the dwelling unit from the exterior. Use of foil and other similar unsightly materials, including, but not limited to, neon or flashing sighs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. If Resident installs draperies over the blinds, any damage will be repaired or removed by Resident or at Resident's expense. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior on any building.
- 6. <u>Driveways and Sidewalks</u>. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles, scooters, and other vehicles or any purpose other than ingress and egress.

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- 7. Entry for Emergencies. In case of emergency originating in or threatening any the dwelling unit or the Property, regardless of whether or not the Resident is present at the time of such emergency, the Landlord or Landlord's Agent shall have the right to enter such dwelling unit and Property for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Landlord, Landlord's Agent or its designee shall be allowed to retain a key for the dwelling unit.
- 8. <u>Plumbing</u>. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Resident.
- 9. Roof. Residents are not permitted on the roof of any building within the Property for any purpose without the express approval of the Landlord.
- 10. <u>Storage of Dangerous Items</u>. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use.
- 11. <u>Solicitation</u>. Solicitation shall not be permitted on the Property grounds, either by Residents or outside solicitors, without the prior written permission of the Landlord or Agent.
- 12. <u>Fire Hazards</u>. The use of candles, halogen lamps, kerosene lamps, kerosene heaters, and electric heaters is strictly prohibited.
- 13. Patios and Balcony Areas. Patio and balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Trash cans are strictly prohibited on patio and balcony areas. Bicycles, motorcycles, scooters, and other conveyances may not be parked on or chained to patio and balcony areas. Outdoor furniture only is allowed on patio and balcony areas. A \$75.00 charge will be assessed against Resident for violation of this policy. Throwing or dropping any objects whatsoever off of the patio or balcony areas for from windows of the rental unit is prohibited.
- 14. Waterbeds. Waterbeds are prohibited.
- 15. Employees/Agents Control and Entry of Units. Employees and/or agents of the Landlord's Agent shall not be sent off the Property by any Resident or authorized user at any time for any purpose. No Resident or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Landlord. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Landlord for proper resolution. The Landlord shall be permitted, during reasonable hours, to enter units for maintenance and repairs.

MOLD ADDENDUM TO LEASE

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

CLIMATE CONTROL: Resident(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. LANDLORD OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

RESIDENT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER LISE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

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RESIDENT (S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

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

TERMINATION OF TENANCY: Landlord or Agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Landlord or Agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or RESIDENT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: RESIDENT(S) agree that Landlord or Agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF RESIDENT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Resident(s) failure to notify Landlord or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease Agreement, and Landlord or Agent shall be entitled to exercise all rights and remedies it possesses against RESIDENT(S) at law or in equity and RESIDENT(S) shall be liable to Landlord for damages sustained to the Leased Premises. RESIDENT(S) shall hold Landlord and Agent harmless for damage or injury to person or property as a result of RESIDENT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Landlord, RESIDENT(S) agree to hold Agent and its employees harmless and shall look solely to the property Landlord in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND LANDLORD AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Resident	Landlord or Landlord's Agent
Resident	Date
Resident	
Resident	

PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by: 1. Additional monthly fee of \$ is added to the monthly rent as additional rent. 2. A **non-refundable fee** of \$ is paid by Tenant(s) 3. Additional security deposit of \$_____ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises. 4. ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRING PET ON PREMISES. 5. Pet(s) must be kept on a leash at all times while it is outside of the premises. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable. 6. In the event any pet(s) have offspring, Tenants(s) will be in immediate breach of this agreement. All Pet(s) must weigh under the weight limit of ______ **lbs.** at all times. 7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so. 8. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any extermination that may be required because of pet(s). 9. Tenant(s) agree that approval or denial of all pet(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenant(s) or employees of owner or agent. In the event the pet(s) are not removed after notice. Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on premises is a revocable privilege and not a right. **DESCRIPTION OF PET(S)** Type: Breed: Color: Name: LBS: Type: ______ Breed: _____ Color: _____ Name: _____ LBS:____ _____ TENANT _____LANDLORD/AGENT

______ TENANT _____/____DATE