

Premier Property Management

700 11th St S • PH 3 • Naples, FL 34102
(239) 321-6650



1. Residential Lease

1.1 RESIDENTIAL LEASE

This agreement, made <<Lease Creation Date>>, between <<Owner Name(s)>>, hereinafter referred to as the LANDLORD, through its agent and <<Tenants (Financially Responsible)>> hereinafter referred to as the TENANT, concerning the lease of the following described property:

<<Unit Address>>

is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

1.2 TERM OF LEASE

<<Lease Start Date>> to <<Lease End Date>>. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

1.3 OCCUPANTS

Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: <<Tenants (Financially Responsible)>>, <<Other Occupant(s)>>, and reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours. Subletting for any length of time is strictly prohibited.

1.4 PRORATED RENT

TENANT agrees to pay the sum of <<Prorated Rent>> as pro-rated rent for the first month of occupancy, if move in date is not on the first day of the month. TENANT agrees that any proration of rent due upon execution of this lease agreement shall be based on a thirty (30) day month period.

1.5 ADVANCED RENT

TENANT agrees to pay the sum of <<Monthly Rent>> as advance rent representing payment for the last month of lease term or any renewal.

1.6 RENT

TENANT agrees to pay the monthly rent amount of <<Monthly Rent>> plus any applicable sales tax as rent on the 1st day of each month in advance without demand at

<<Company Name>>

<<Company Address>>

Phone number <<Company Phone Number>> Emergency phone number <<Company Phone Number>>. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of \$50.00 plus \$5.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 4th day of each month. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a cashier's check written on a federally insured lending institution with an operating office or branch located in Collier or Lee County, Florida. If a Three Day Notice is served, a fee of \$30 will be placed on the tenant account to cover costs incurred for posting such notice. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under

this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by United States first class, registered or certified mail, postage prepaid. Notices shall be deemed given on receipts or refusal. Either party may change its address for purposes of notice on five (5) days' notice in the manner aforesaid.

<<One-time Charges>>

1.7 PETS

TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and if applicable, the HOA/COA approval. Such approvals may be given or withheld, respectively, in the sole and absolute discretion of LANDLORD and the HOA/COA.

If applicable, pet info: <<Pet Information>>

1.8 SECURITY DEPOSIT AND PET DEPOSIT

TENANT agrees to pay LANDLORD the sum of <<Security Deposit Charges>> as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with **Cogent Bank, Naples, FL**.

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.

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the TENANT objects 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 claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages. (c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar. (d) 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 in other sections of the Florida Statutes. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

1.9 VEHICLES

Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises:

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

X _____
Initial Here

2. Utilities and Maintenance

2.1 UTILITIES

LANDLORD is responsible for providing the following utilities only: <<Utilities Included>>. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease.

2.2 LAWN CARE AND POOL MAINTENANCE

Tenant will keep and maintain the lawn and landscaping and pool (if applicable) in good order and a presentable condition unless otherwise stated in section 2.1. Any repairs or maintenance to be performed under this paragraph shall be in the sole and exclusive discretion of the LANDLORD.

2.3 MAINTENANCE/INSPECTION

TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, GARBAGE DISPOSAL, LOCKS/KEYS, SMOKE ALARM BATTERIES, LIGHT BULBS, EXTERMINATION INTERIOR and EXTERMINATION EXTERIOR. At the onset of the tenancy, a minimum charge of \$100.00 shall be due to LANDLORD as additional rent and LANDLORD must provide TENANT with up to four (4) AC filters.** In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred.

2.4 WATER SYSTEM - WELL WATER

TENANT agrees to maintain the well water system (if applicable) used for drinking water. This includes but is not limited to supplying salt as needed and monitoring the salt levels weekly. Any additional chemicals needed to maintain the drinking water shall also be supplied by the tenant, as needed.

2.5 SEPTIC SYSTEM

LANDLORD to pay for one septic pump (if applicable) out per calendar year, if needed. Any additional pump out shall be at TENANT'S expense.

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

X _____
Initial Here

3. Policies and Responsibilities

3.1 ASSIGNMENTS AND SUBLETTING

TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

3.2 APPLICATION

If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

3.3 FIXTURES AND ALTERATIONS

TENANT must obtain prior written consent from LANDLORD and, if applicable HOA/COA, before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy. If PROPERTY is governed by an HOA/COA, no exterior changes may be performed without explicit, written approval of both the LANDLORD and HOA/COA.

3.4 USE OF PREMISES

TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. TENANT shall not keep on the premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous by any responsible insurance company.

3.5 SMOKING

Smoking is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.

3.6 DEFAULT

(1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition, or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules, regulations, restrictions, by-laws, or neighborhood deed restrictions, or (3) failure of TENANT to comply with any federal, state, and/or local laws, rules, or ordinances, or (4) TENANT'S failure to move into the premises, or (5) TENANT'S abandonment of the premises during the lease term or of any renewal, shall constitute a default by TENANT. Furthermore, if TENANT'S actions or inactions result in any fines, attorney's fees, costs, or charges from or imposed by a condo association, homeowner's association, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent. In the event of a default, TENANT shall owe LANDLORD all rent and all sums as they become due under the terms of this lease and any addenda attached hereto, plus any and all amounts owed to LANDLORD as permitted by Florida law.

If LANDLORD obtains a writ of possession for the premises, or if TENANT abandons or surrenders possession of the premises, then in addition to any other remedies available by law and this lease agreement, TENANT shall continue to be responsible for all rent and other charges due under this lease until such time as LANDLORD is able to re-rent the premises. LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT'S account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. In addition to payment of future rent and other lease charges, TENANT shall be responsible to pay LANDLORD'S leasing fees and commission charges in the amount of \$650.00, which TENANT agrees is a

reasonable approximation of LANDLORD's leasing and commission costs to re-rent the premises for the TENANT's account.

3.7 RISK OF LOSS

All TENANTS' personal property shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure.

TENANT is required to purchase and maintain renter's insurance from a carrier licensed to do business in Florida. TENANT shall provide LANDLORD with a copy of the insurance policy and proof of insurance upon request. LANDLORD shall be named on the insurance policy as an additional insured and the carrier is required to provide notice to LANDLORD within thirty (30) days of any cancellation, non-renewal, or material change in your coverage. TENANT agrees that failure to comply with these provisions shall be deemed a material breach of this lease agreement, and LANDLORD shall be entitled to immediately exercise any rights and remedies, including but not limited to termination of the lease.

3.8 ATTORNEY'S FEES

The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

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

X _____
Initial Here

4. General Clauses

4.1 VACATING

At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT agrees to incur a minimum carpet cleaning charge to be deducted from the security deposit in the amount of **\$100.00**. In the event all keys, remotes, FOBs, or access cards are not returned upon move-out, there will be a minimum charge to be deducted from the security deposit in the amount of **\$100.00**. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning and deodorization charge to be deducted from the security\cleaning deposit in the amount of **\$250.00**. The TENANT will be responsible for paying a move-out coordination fee in the amount of One Hundred Dollars NO/100 US Dollars (**\$100.00**) at the time of moving out of the premises which will be deducted from any Deposits. In the event that the tenant(s) break the lease, in addition to LANDLORD'S other rights and remedies under the lease agreement, a **<<Monthly Rent>>** fee will be charged to the tenant's account. The tenant(s) agree to continue to pay rent until the management company has procured a signed lease for a new party to rent the subject property.

4.2 RENEWAL

LANDLORD or TENANT shall have 60 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter. Shall TENANT elect to renew this Lease, TENANT agrees to pay LANDLORD a \$150.00 (One-Hundred Fifty Dollars) processing fee upon execution of a lease extension or new lease agreement. If subject to any HOA/COA, any extensions will be subject to the approval of the respective HOA/COA.

4.3 RIGHT OF ENTRY

LANDLORD, upon reasonable notice by telephone, email, hand-delivery, or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason including annual or semi-annual video inspections per our management agreement with the owner. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

4.4 CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD AND TERMINATION

If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect.

4.5 MOLD

LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event LANDLORD in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold professional that TENANT is failing to use the air conditioning, and this is causing mold or mildew, LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 Days' Notice and hold TENANT responsible for any damages caused by mold or mildew.

4.6 WAIVERS

The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

4.7 INDEMNIFICATION

TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his AGENTS, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his AGENTS, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

4.8 DISPUTES AND LITIGATION

In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

4.9 INTEGRATION

This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

4.10 MODIFICATIONS

No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

4.11 RADON GAS

State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

4.12 SUBORDINATION OF LEASE

This Lease and TENANT's interest hereunder are and shall be subordinate, junior, and inferior to any an all mortgages, liens, or encumbrances now or hereafter placed on the premises by LANDLORD, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and

all renewals, extensions or modifications, of such mortgages, liens, or encumbrances.

4.13 RECORDING OF AGREEMENT

TENANT shall not record this lease on the public records of any public office. In the event that tenant shall record this lease, this lease shall, at LANDLORD's option, terminate immediately and LANDLORD shall be entitled to all rights and remedies that it has at law or equity.

4.14 COUNTERPARTS

This lease may be executed in one or more counterparts, each of which when combined with the others shall constitute one in the same lease binding on each party as if all parties had signed the same copy.

4.15 LEASE PREPARATION

Lease prepared by Goede, Adamczyk, DeBoest & Cross, PLLC

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

X _____
Initial Here

5. Sign and Accept

5.1 ABANDONED PROPERTY AND ACCEPTANCE

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.

ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:

MOLD ADDENDUM

FLOOD DISCLOSURE

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed