

RESIDENTIAL LEASE AGREEMENT

I. TERM AND PARTIES

This is a lease for the period of (12) Twelve consecutive months (the "Lease Term"), beginning _____ and ending _____ (12 o'clock noon) between **Nancy Loeper**, hereinafter referred to as "Landlord" and the following people hereinafter referred to as "Tenants".

Name (Please Print)	Social Security Number	Date of Birth
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

II. PROPERTY RENTED

Landlord, in consideration of the rent reserved to be paid by Tenants and of the other covenants and agreements herein contained, leases to Tenants the land and building, excluding attic and fireplace located at _____, Gainesville, FL 326____ (**which is a non-smoking unit**) together with the following equipment and appliances: Oven-range, Refrigerator, Washer, Dryer, Dishwasher, Paddle Fans, Mini-blinds, Smoke detector, Fire Extinguisher. In the lease, the property leased, including equipment and appliances, if any, is called "Premises." Furniture:

III. RENT PAYMENTS

Tenants, in consideration of the covenants and agreements made herein by the Landlord, leases said Premises for said term and promises to pay to landlord, his representatives or assigns as rental for the leased Premises, the total sum of \$ _____ paid in monthly installments of \$ _____. Said rent shall be due without demand or billing, in advance, on or before the first (1st) day of each month, hereinafter called the "Due Date." (Tenants understand that this may require early mailing.) Tenants shall pay the rent and all other charges required to be paid under the Lease by a **single valid personal check made payable in the full amount**, by money order or by cash. No partial payments will be accepted. In the event a check is non-negotiable for any reason, Landlord may require payment in cash or certified funds. Lease Payments should be mailed to:

Nancy Loeper	niloeper@yahoo.com
P.O. Box 6015	www.10houses.com
Gainesville, FL 32627-6015	(352) 336-6116 or 316-0154

IV. LATE CHARGES

A late fee of \$25.00 will be payable if rent is not received on or before the first (1st) day of each month. An additional late fee of \$5.00 per day will become payable for each day past the second day after the Due Date that the rent has not been received. Rent checks received before the Due Date will not be cashed or deposited by the Landlord before the Due Date. Late fees must be included with the delinquent rent. Checks which are returned as non-negotiable, for any reason whatsoever, shall obligate Tenants to pay a \$50.00 service charge for each returned check, plus all additional costs incurred to Landlord resulting from such check. The Tenants agree that the above late fees and other charges may be deducted from Tenants' security deposit if they have not been paid when owed. Receipt by the Landlord of less than the full amount of the rent due shall not affect the Landlord's right to terminate this Lease for non-payment of rent. All undersigned Tenants are **JOINTLY AND SEVERALLY LIABLE** under this Lease regardless of whom might be occupying the Premises, and any Tenant is authorized to act for all the Tenants. Each Tenant is responsible for the entire rent under the Lease. In the event Tenants terminate this Lease prior to its expiration date, Tenants will be liable for the balance of the rent for the remainder of the Lease Term.

V. DEPOSITS AND ADVANCE RENT

Tenants are required to pay in advance, as a condition of occupancy, the following sums of money:

\$ _____ First Month's rent due _____	Paid _____	Check # _____
\$ _____ Last Month's rent due _____	Paid _____	Check # _____
\$ _____ Security Deposit due _____	Paid _____	Check # _____
\$ _____	Paid _____	Check # _____
\$ _____	Paid _____	Check # _____
\$ _____ Non-refundable Pet Fee _____	Paid _____	Check # _____

V. SECURITY DEPOSIT

- Upon moving in, Landlord will present to Tenants a two page “**Condition of the House**” form. Tenants have fifteen (15) days from the date of moving in to complete it, copy it and mail it to Landlord, otherwise Tenants agree to the Landlord’s description of Premises and stipulate that the Premises have been examined and acknowledge that they are in good order, repair and in a safe, clean “Move-in Condition”. The house should be in this condition at the end of the Lease term.
- The Security Deposit paid herein represents a security for the faithful performance of the Lease Agreement by the Tenants. At the expiration or termination of the Lease, said Security Deposit will be applied to any damages suffered by the Landlord as result of the Tenant’s occupancy, including, without limitation, required professional cleaning, professional carpet cleaning, and pest control as this was done prior to Tenants taking occupancy. Professional cleaning, carpet cleaning and pest control will be deducted if proof is not shown by Tenant of having services done on move out.
- The security deposit shall never be construed or intended to be applied as rent, but may be applied against rent and against late charges in the event of a default by Tenants in the payment of said rent or late charges to the Landlord. In the event Tenants terminate this Lease prior to its expiration date, said deposits are non-refundable as a charge for Landlord’s trouble in securing new tenants, but Landlord reserves the right to seek additional damages if they exceed the above amounts.
- Any refund of security deposit will be by one check; refund to any Tenant is a refund to all Tenants. Tenants agree to allow Landlord to co-mingle Security Deposit with Landlord’s personal funds in a no interest bearing account at the Wachovia Bank in Gainesville, Florida.
- The Landlord shall mail said security deposit within Thirty (30) days to the forwarding address of Tenant, or mail said party written notice by certified mail of the landlord’s intention to impose a claim against the deposit.
- The following are **estimated minimum costs** for cleaning and damages that can be deducted from the Security Deposit:

- Windows \$20 each to clean
- Appliances \$45 each
- Bathrooms \$50 each
- Unclean Exhaust fans/Intake Grates \$20 each
- Individual Bedrooms \$45 each
- Porches and other outside structures \$100 each
- Kitchens \$75
- Common Areas \$50
- Replacing Blinds \$25 each
- Removing trash \$20 each bag
- Repainting Rooms \$200 each room
- Flea Treatment \$150
- Carpet Cleaning \$75 each room
- Yard Replacement \$300
- Carpentry \$50 per hour
- Plumbing \$75 per hour
- Electrical \$85 per hour
- Eviction \$300
- Hazardous/Special Waste Disposal (oil, batteries, tires, chemicals, paints, etc.) \$50
- Re-keying a Lock \$35.00 each
- Cracked window (per Pane) \$30
- Broken shower curtain rod/towel bar \$30

Charge for the following to repair or replace will be as needed: Broken, chipped, or cracked refrigerator shelve, broken or missing bathroom mirror, damage to countertops/cabinets, damage interior door, exterior door, interior wall, carpet/ wood floors/tile.

- **Release of the Security Deposit is subject, but not limited to, the following provisions:**
 - Full term of lease has expired.
 - No damage to property beyond fair wear and tear.
 - All keys returned.

- House is clean and in “Move in Condition.”
- All trash, debris and discards are disposed of.
- Forwarding address is left with Landlord.
- Proof of Professional interior cleaning, carpet cleaning and pest control.
- No stickers, scratches or holes on walls.
- Tenants vacated dwelling in timely manner as stated in the Lease Term. If tenants remain on the Premises after the expiration or termination of the Lease without Landlord’s written permission, Landlord may recover double rent for the period during which the Tenants refuse to vacate Premises.

VI. USE OF PREMISES

- Tenants shall use the Premises exclusively as a private dwelling. All adults residing at the Premises shall have their name placed on the Lease as Tenants and shall execute a copy of this Lease. Failure to do so shall result in breach of said lease by Tenants.
- Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than five (5) nights in any calendar month. Landlord’s written approval is required to allow anyone else to occupy the Premises.
- The parking space provided by Landlord at the Premises shall be used only for parking automobiles owned by the Tenants or short-term guests. Parking shall not be permitted on the grass or any part of the front or back yard. No boats, trailers, recreational vehicles, commercial vehicles, vehicle without a current license or registration, or disassembled automobiles may be stored on or surrounding the Premises. Tenants may not repair vehicles or change antifreeze, oils or batteries on Premises.
- Tenants shall not keep any dangerous or flammable items that might increase the danger of fire or damage of the Premises such as fireworks, firearms, or explosives. Tenants shall not build outdoor fires anywhere on Premises.
- Tenants shall not create any environmental hazards on or about the Premises.
- Tenants shall not permit the Premises to be used for any purpose that will increase the rate of insurance or cause a nuisance for Landlord or neighbors.
- Tenant will remove (or re-arrange to suit Landlord) any personal property deemed to be an eyesore by the Landlord. Tenant will have seven days to comply. After seven days, Landlord will remove or rearrange said property and charge Tenant for the costs to do so. Only patio style furniture and plants will be allowed on private patios and porches. No grills are to be used in Premises, close to Premises, or on any Porches that belong to Premises.
- Attic and Appliance Closet Access: Do not, under any circumstances, store boxes, clothes, etc., in the attic or appliance closet access. These areas were not built for storage or walking.
- Tenants shall not destroy, deface, damage, or remove any part of the Premises belonging to the Landlord, nor permit any person to do so.
- Tenants shall not add or change locks without obtaining Landlord’s written consent. If Tenant adds or changes locks on the Premises or installs or alters any burglar alarm system, Landlord shall be given copies of the keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Landlord shall at all time have keys to the Premises in case of emergencies.
- In the event you are “Locked-Out” and Landlord is requested to unlock the door, a service charge of \$30.00 must be paid in cash at the time of the lockout. If request is not during normal business hours of 9am to 6pm there will be a \$50.00 charge.
- Tenants shall not make alterations or improvements to the Premises including the applications of paints, stains, adhesive materials, nails or screws to the woodwork, walls, floors, or furnishings without first obtaining the Landlord’s WRITTEN consent to the alteration or improvement. All such approved improvements or alterations shall become the property of the Landlord. Properly placed anchors and a reasonable amount of picture hangers on plaster walls are not considered damage.
- Tenants shall at all times conform with and obey, and require anyone on the Premises to obey, all laws, ordinances, rules, regulations, and restrictions that apply to the Premises, including laws prohibiting the use, possession or sale of illegal drugs. Tenants must act, and require all other persons of the Premises to act, at all times in a manner that does not unreasonably disturb or inconvenience any neighbors or constitute a breach of the peace. In particular, violations of the City of Gainesville’s noise ordinances (Chapter 15 of the Code of Ordinances), animal control ordinances (Chapter 5 of the

Code of Ordinances), solid waste ordinances (Article III of Chapter 27 of the Code of Ordinances and Section 27-73), or the provisions of Section 30-57 concerning habitation by more than one family, shall be a material breach of the Lease by the Tenants and grounds for termination of the Lease. Occupancy by more than three (3) unrelated persons in a single-family unit is not permitted under section 29-74(M) of the Gainesville Code of Ordinances.

- Tenants shall not use, or permit the use of, waterbeds without first obtaining the written consent of the Landlord. Tenants must present proof of purchase of waterbed insurance to Owner. Said insurance policy must cover a minimum of \$5000.00 in damages to the Premises resulting from installation, removal, leakage, rupture, and/or any other reason.

VII. MAINTENANCE

- Landlord's responsibility includes the following: subject to the other terms and conditions set forth in this Lease, the Landlord agrees to maintain the Premises in good repair and working condition, capable of meeting normal forces, loads or uses as the case may be for use as a single-family residential dwelling. Repair costs shall be borne by Landlord, except for repairs or damage caused by negligence, wrongful act, omission or other failure to act in a manner required under this Lease by any of the Tenants or other Authorized Guest, ordinary wear and tear excepted, or as may be otherwise provided herein.
 - The Landlord will comply with applicable building codes, housing codes, and Florida law relating to the Premises.
 - The Landlord shall be required to install working smoke detectors and fire extinguishers on the Premises.
 - The Landlord is not liable for damages, inconvenience or charges of any kind due to malfunctioning appliances or utilities that cause interruption in supply of water, heat, electricity or refrigeration or any other cause beyond the direct control of the Landlord.
 - Landlord is responsible for major repairs.
- It is Tenants responsibility to call or email Landlord immediately if there is a problem with the Premises. Tenants are responsible for minor repairs costing under \$25 that can be done with common household tools and common sense.
- **Tenants are responsible for changing air conditioning filters every month. Any repair charges to A/C or Heat units due to non-maintenance of filters will be at Tenant expense.**
- Tenants shall keep dwelling and appliances in clean condition during the term of the Lease and conform to policies put forward by the Landlord for the good care of the Premises. Tenant agrees to remove all trash and garbage from the dwelling unit in a clean and sanitary manner.
- Tenant agrees to pay a duly licensed, reputable third-party Pest Control person, who will provide ordinary pest and rodent control protection (excluding termite control) no less than every three (3) months during the Lease Term.
- Do NOT flush the following down toilet bowls... bones, hard seeds, pits, paper, paper towels, metal, dental floss, tampons, tampon applicators, cigarette butts and sanitary napkins, etc. Place in garbage cans as normal plumbing cannot accept these items.
- Tenants shall not use any improperly wired or unsafe electric appliances or install any additional wiring.
- Tenants shall report promptly to owner in writing any defects or damages to dwelling or appliances.
- All stoppages of plumbing (unless due to roots) after the first 30 days of the Lease are the responsibility of the Tenants. Tenants agree to clean hair from the traps on the tub and sink drains on a regular basis to prevent clogs. Tenants agree to locate the water shut-off valve for the water supply to the property and agree to shut off the water supply in case of a water leak in order to avoid further damage until the Landlord or a plumber arrives.
- Tenant agrees to replace all burned out light bulbs in or operated from within Tenant's dwelling.
- Lawn maintenance will be the responsibility of the Tenant unless otherwise noted here. Tenants agree not to clip or remove plants, hedges, or trees. Tenants agree to pick up trash and/or cigarette butts on a regular basis that make their way into the yard of the Premises.
- Smoking is not allowed inside the Premises. Special cleaning is necessary to remove tar stains and odors of Tenants who smoke cigarettes inside. Any expense necessary to remove stains and odors will be the responsibility of Tenants including repainting the interior, replacing blinds and carpet, and extra

cleaning. "Inside" means all heated and air conditioned space. Smoking is permitted on screened porches, exterior alcoves, garages and yards only.

- Tenant is responsible for periodic testing of any smoke detector and prompt reporting of any malfunctions or safety hazard. Failure to do so shall relieve Landlord from any liability that might otherwise exist from any loss that may occur.
- Do not overload washer and dryer machines or put any items or substance in the machines that they are not intended to have. Any maintenance calls for broken belts, clogged plumbing, lint traps, exhaust, etc. that shows to not be normal wear and tear will be charged to Tenants.

VIII. UTILITIES, CABLE AND TELEPHONE

Tenants shall be responsible for arranging for and paying for all utility charges on the property including electric, gas, water, sewer, telephone, trash collection, and cable TV charges. Tenants shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services. **Tenants must maintain the electric and water service for the entire Lease Term.** Any other source of power being used as a means to cook, light, cool, or heat your dwelling is Prohibited by City Ordinance, Prohibited by Landlord, and will be immediate cause for Eviction. Tenant agrees to pay any utility bills received by Landlord on Tenants account plus a Fifty Dollar (\$50.00) administrative fee for utilities remaining on or reverting to Landlords account during the period of this Lease.

IX. LANDLORD'S ACCESS TO PREMISES

Each of the Tenants agrees to allow and provide the Landlord (including any designee or agent of Landlord) with access to the Premises at all reasonable times for purposes of fulfilling any of the Landlord's obligations here under or for purposes of showing the Premises to prospective buyers, or with One Hundred Eighty (180) days prior to the end of the Lease Term, showing the Premises to prospective renters, or to do repairs. The Landlord will make reasonable effort (call/message, email, or note on door) to provide Tenants with reasonable advance notice (previous day) and at a reasonable time (8:00AM – 8:00PM) and the nature of the need to access the Premises. Landlord may enter at any time in case of emergency or protection of the Premises. Notice is hereby given for Landlord to enter Premises from time to time to inspect air filters and safety equipment. It is the responsibility of the tenant to make him or herself available for Landlord to do so or consent permission for Landlord to enter premises. If during this inspection any Tenant has defaulted, unsanitary housekeeping or unauthorized pets are noted, a letter will be provided to Tenant. Failure to remedy noted lease violations can be cause for eviction.

X. CASUALTY DAMAGE

If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenants or persons on the Premises with Tenants' consent, so that the use of the Premises IS SUBSTANTIALLY IMPAIRED, Tenants may terminate the Lease within 30 days after the damage or destruction and Tenants will immediately vacate the Premises. If Tenants vacate, Tenants are not liable for rent that would have been due after the date of termination. Alternatively, Tenants may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenants' liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XI. DEFAULT

In the event of a default in the performance of any of the covenants of this Lease and by reason thereof, the Landlord employs the services of an attorney, Tenants agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any other remedy. If default shall be made in payment of the rent, or if Tenants shall violate any of the covenants of this Lease, the Tenants shall become Tenants at sufferance and Landlord shall be entitled immediately to terminate this Lease, to re-enter and re-take possession, and to recover damages from Tenants including any and all costs and attorney's fees. Landlord may retain security deposit as forfeiture charge if Tenants fail to comply with terms of this lease.

- Landlords Default: Landlord will be in Default if Landlord fails to comply with material provisions of the Lease and such failure continues for more than Seven (7) days after Tenant delivers, by certified mail, written notice to Landlord that tells Landlord how Landlord has violated the Lease. If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, reasonable effort to correct the problem this Lease shall remain in effect.

- **Tenant's Default:** Tenants will be in default if either of the following occurs. Tenant fails to pay Monthly Rent when due and the default continues for Three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the Monthly Rent or possession of the Premises. Tenant fails to perform any other obligation under the Lease and the default continues for more than Seven (7) days after delivery of written notice to Tenant from Landlord specifying the default.

XII. SUBLETTING AND LEASE TERMINATION

- Tenants shall not assign, sublet, lease, transfer his/her interest, or re-rent Premises or any part of Premises without first obtaining Landlord's written approval and consent. If Landlord authorizes a sublet, Tenant must furnish a qualified substitute. If Tenants wish to terminate this Lease early, Landlord may, but is in no way obligated to, elect to re-lease the dwelling. In either case, there is a service charge of Two Hundred Dollars (\$200.00) to Tenants. Tenants shall be responsible for all costs incurred, including costs for advertising and for obtaining credit reports, if the Premises is sublet.
- In cases of roommate replacement the Landlord must approve each person. Each person must sign a rental agreement with the Landlord and be responsible with the Tenants for observing the conditions and terms of the Tenant's Lease agreement.
- The terms of this lease shall prevail over any terms of any sublease, and any subleases must comply with all terms of this lease.
- If Landlord consents to any of the above, Tenant shall remain liable under the Lease in the event of a default by the assignee or transferee.

XIII. RISK OF LOSS

Tenants hereby agree to hold Landlord harmless as a result of any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenants, or Tenants' family, agents, employees, guests or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests or visitors. Nothing contained in this lease shall relieve Tenants from responsibility for loss, damage, or injury by their own negligence or willful conduct.

Tenants shall be responsible for insurance, including Renter's Contents Insurance on their own property and personal belongings, and Personal Injury and Liability Insurance. Tenants further agree to hold Landlord harmless for any claim of damages or rebate or charge of any kind in case of interruption of the supply of water, heat, air conditioning, sewerage, electric current, or refrigeration occasioned by accident, failure of power supply, or any other cause beyond the control of Landlord. Landlord recommends that Tenants secure insurance to protect people and property.

XIV. SECURITY

Tenants agree and acknowledge that protection against criminal action is not within the power of the Landlord or the Rental Agent, and even if security services are provided, those services cannot be relied upon by Tenants and shall not constitute a basis for liability in any manner for criminal or wrongful actions by others against Tenants or invitees. Tenants agree and acknowledge that neither Landlord nor Rental Agent shall provide or have a duty to provide any security services to the Tenants. **Tenants shall look solely to the public police force for security protection.**

XV. SUBORDINATION AND LIENS

This Lease is subject and subordinate to the lien of any mortgage now or at any time hereafter placed upon the Premises. Tenants shall not have the right to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenants. The lease does not allow any liens to attach to Landlord's interest.

XVI. RENEWAL AND EXTENSION

The Lease can be renewed or extended only by written agreement signed by both Landlord and Tenants. Midway through the Lease Term, Tenant will be notified if they may renew the Lease on their dwelling for another twelve-month term. Landlord may adjust the Monthly Rent to a new rate at the end of the original lease. Tenant acknowledges that this Lease for the purposes of renewal of same dwelling constitutes acceptance of the dwelling in "as is" condition.

XVII. APPLICATION

The statements or representations made by the Tenants on the application submitted in connection with this Lease are material and incorporated into this Lease by reference. Should any of them be false or inaccurate, Tenants, at Landlord’s option, may be deemed in default under this Lease.

If Tenants indicate that the source of rental income is from a parent or other relative, then that parent or other relative must sign a Co-signer Agreement. In this agreement the co-signer agrees to be liable for all liabilities incurred by Tenants under the terms of the Lease Agreement between Landlord and Tenants.

XVIII. POSSESSION

- If possession of the Premises is not delivered to Tenants at the beginning of the term because the same are not ready for occupancy or because of the holding over of any previous occupant of Premises, Landlord shall not be liable in damages to Tenants therefore, but during the period Tenants shall be unable to occupy the leased Premises, the rental therefore shall be abated. If Landlord is not able to deliver possession to Tenants within fifteen (15) days of the date named for the commencement of said term, Tenants may cancel and terminate the Lease. In the event of such cancellation, and for this reason only, any funds previously given to Landlord in consideration of the Lease will be refunded.
- Upon the expiration of the term of this Lease, or upon the termination of this Lease for any cause, Tenants shall immediately deliver to Landlord possession of the Premises together with all furnishings and equipment therein belonging to the Owner, including the full number of keys. **Delivery of the house and yard in “Move-in Condition” and the keys shall be made by 12 o’clock noon on the last day of the Lease term. Any hold over tenancy will result in a minimum charge of double rent.**

XIX. ABANDONMENT

If at any time during the term of this Lease the Tenants abandon the Premises, Landlord may enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, for Tenants’ account, relet the Premises for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord’s option, hold Tenants liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord’s right to re-entry is exercised following abandonment of the Premises by Tenants, then Landlord may consider any personal property belonging to Tenants and left on the Premises to also have been abandoned, in which case Landlord may, at his option, claim it as his own, and may dispose of all such personal property in a manner Landlord shall deem proper and is hereby relieved of all liability for doing so. A request by Tenants to disconnect utilities services before the end of the lease term is considered intent to abandon and abandonment occurs at the time at which the utilities are actually disconnected in this manner.

XX. PET AGREEMENT

Tenants are forbidden to keep dogs, cats, birds, fish, hamsters, gerbils, ferrets, snakes or any other animal, even temporarily, unless they have signed a pet agreement in the Lease Agreement.

Animals may not visit

Either of the following two mutually exclusive conditions apply (initial one):

- Pets **are not** allowed. Landlord’s initials _____ Tenants’ initials _____
- Pets **are** allowed. Landlord’s initials _____ Tenants’ initials _____

Type _____ Breed _____ Color _____ Lbs. _____ Sex _____ Age _____
 Type _____ Breed _____ Color _____ Lbs. _____ Sex _____ Age _____

If Landlord allows pet(s), the following conditions apply:

- **A non-refundable Pet Impact Fee of \$ _____ is paid by Tenant. The Pet Impact Fee shall not be used for damages.**
- Only the pet(s) listed above are allowed on Premises. A Pet Impact Fee is required for each.
- The Tenant will provide proof certifying that the pet has been spayed or neutered. All dogs and cats over three months of age must be vaccinated for rabies and wear a current Alachua County license at all times. Dogs must be leashed or in control by owner at all times.

- Tenants are responsible for immediately cleaning up after pet and must do so. Pet feces are not to be left on the Premises, inside or in yard; all feces must be picked up and disposed of appropriately by Tenants.
- Tenants will pay for professional pest control spraying on the Premises, including the yard and all structures, upon vacating the premises. If pet(s) have been on monthly flea control medication, a receipt indicating 12 months of medication must be left or Tenant will be charged for spraying.
- Tenants are liable for all damage of the Premises or yard, cleaning, pest control, and other costs relating to the keeping of pets on, or bringing pets to, the Premises, even to the extent above the pre-paid fee held by the Landlord. Tenants will be responsible **for FULL replacement** and/or repair cost of flooring, carpet, walls, doors, blinds, landscaping or any other items damaged in any way by pet(s).
- Tenants accept full liability for any legal action taken against the Landlord or Tenants by other parties resulting from the direct or indirect action of the pets kept on the premises by the Tenant, and agree to defend and indemnify Landlord in any such action.
- Landlord will not be held liable for veterinary costs or death of any pet kept on or brought to the Premises by Tenants.
- Tenants agree that approval or denial of all pets is at the sole discretion of owner or agent who reserves the right to withdraw consent at any time by giving Tenants 7 days written notice to remove pet from the premises for any reason, including but not limited to, damage, excessive noise, barking, aggression, threatening behavior to tenants, employees, owner or agent. In the event the pet(s) are not removed after notice, Tenants will be subject to eviction.
- Tenants agree that keeping a pet on the premise is a revocable privilege and not a right.

XXI. SPECIAL CONDITIONS

This lease may not be changed, altered, or modified orally, or by any other manner, other than by a written agreement signed by all the parties hereto. If any provisions of the Lease Agreement are determined to be invalid by any court of competent jurisdiction, the remaining portions of the agreement shall nevertheless remain in full force and effect.

XXII. OTHER CONDITIONS

XXIII. ACCEPTANCE

Tenant acknowledges that she/he has read fully and understands and has receipt of a signed, approved copy of this lease agreement and all attachments, notices and addendums, which are considered to be part of this **legally binding agreement between Tenant and Landlord**. It is understood that Tenant should seek competent legal advice if any portion of this Lease agreement is not clear or otherwise understood by Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their signatures and have caused this agreement to be executed effective the day and year first above written.

Landlord or Landlord’s Agent _____ **Date** _____

Tenant’s Signature _____ **Date** _____

Print Name _____

Co-signer for above Tenant _____ **Date** _____

Tenant’s Signature _____ **Date** _____

Print Name _____

Co-signer for above Tenant _____ **Date** _____

Tenant’s Signature _____ **Date** _____

Print Name _____

Co-signer for above Tenant _____ **Date** _____

XXIV. NOTIFICATIONS

Pursuant to Chapter 4 of the Rules adopted by the Florida Cabinet under the authority of 501.205, Florida Statutes, Landlord makes the following disclosures to the Tenant:

- Radon Gas Notice: 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.
- Lead Based paint and ACMs Notice: Housing built before 1978 may contain lead-based paint or traceable amounts of asbestos containing materials (ACMs). Lead exposure is especially harmful to young children and pregnant women. ACMs are generally found in original kitchen tiles, acoustical ceiling treatments, drywall and joint compound and original sink undercoating. These areas of the dwelling should not be disturbed and any maintenance issues relating to these areas should be referred to Landlord. . The Landlord is required to provide the Tenant with any information on lead-based paint hazards from risk assessments or inspection in the Landlord’s possession and notify the Tenant of any known lead-based paint hazards.
- Mold Notice: Mold is found virtually everywhere in our environment both indoors and outdoors. Mold spores 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. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken. PREVENTING MOLD BEGINS WITH YOU. Keep dwelling clean. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Report drips and leaks immediately. Use exhaust fans in kitchen when open pot cooking and bath. Allow bathroom steam to escape. Report mold problems before they become a health hazard or you can be held responsible for property damage to the dwelling.
- The following paragraphs are the provisions of subsection (3) of section 83.49 of the 1988 supplement to Florida Statutes 1987:
“(3) (a) Upon the vacating of the premises for termination of the lease, the landlord shall have 30 days to return the security deposit, or in which to give the tenant written notice by certified mail to the tenant’s 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 _____. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 day 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 the Landlord’s address.
If the landlord fails to give the required notice within the 15 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 for damages.
(c) If either party institutes an action in 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.”
- In accordance with the Landlord-Tenant law, Chapter 73-330, Laws of Florida (FS83.50) it is necessary for the Landlord or a person authorized to enter into a rental agreement on his behalf, to disclose in writing to the Tenant at or before the commencement of the tenancy, the name and address of the Landlord, or persons authorized to receive notices and demands otherwise. All notices of those names and addresses, or changes thereto shall be delivered to Tenant’s residence or, if specified in writing by the Tenant, to any other address.

- **Mailing address for payments and all correspondence:**

Nancy Loeper	www.10houses.com
P.O. Box 6015	www.niloeper@yahoo.com
Gainesville, FL 32627-6015	352-336-6116 or 352-316-0154

If you can’t reach Nancy Loeper, in an emergency call:

Plumber	Chuck Taylor 316-3062 or B&H Plumbing 377-8270
A/C & Heating	Gary Mayhew 466-4171
Handyman	Dick Hofer 491-2821 or Stephen Kenton 215-0252
Electric	Atlas Electric 494 0139 or 494-0231

Roof Gary Southard 339-2751
Tree work Paul Pacheco 316-0967

XXIII. MISCELLANEOUS

- The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirement specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- The captions as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a limitation of the particular paragraphs to which they refer.
- No agreement to accept surrender of the Premises from Tenants will be valid unless in writing and signed by Landlord.
- All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- In the event any section of this Lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.
- Any failure by Landlord to exercise any rights under this Lease shall not constitute a waiver of Landlord's rights.
- The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises are located.
- In any lawsuit brought to enforce the Lease under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.
- At the expiration of the Lease Term, Tenants shall immediately surrender the Premises in as good condition as at the start of the Lease, reasonable use and wear thereof and damages by the elements excepted; and Tenant shall return to Landlord a complete set of keys to the Premises and provide Landlord in writing the Tenants' forwarding address. If Tenants remain on the Premises after the expiration or termination of the Lease without Landlord's written permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord also may recover double rent for the period during which Tenants refuse to vacate the Premises.