

## SUPPLEMENTAL TERMS AND CONDITIONS

The sections set forth below are a part of the Lease Agreement between Resident(s) and Landlord and should be read in conjunction with the Lease Agreement.

1. **MOVE-OUT/HOLDOVER.** At least 30 days written notice of intent to move out must be given to Landlord. In no event may Resident's move-out notice terminate the Lease sooner than the end of the Lease term or renewal period. Verbal move-out notice is not sufficient under any circumstances. If Resident fails to give the 30-day written move-out notice or if Resident moves out without rent being paid in full for the entire Lease term or renewal period, Resident will be liable for the cost-of-reletting charge of \$250 plus continued liability for future rentals and other damages or charges to which Landlord is entitled. Resident agrees not to stay beyond the date Resident is supposed to move out. Move-out date cannot be changed without mutual agreement in writing by both Landlord and Resident. The Unit, including bathrooms and kitchen appliances, must be cleaned thoroughly. If Resident fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted from the security deposit. This includes charges for cleaning carpets, walls, etc. which are soiled beyond reasonable wear, plus any utility expenses incurred because of such cleaning. Resident is urged to make an appointment with Landlord or Landlord's representative for move-out inspection of the Unit. Estimates or commitments by Landlord's representative regarding amounts of deductibility for repairs, damages, or charges are subject to subsequent modification or disapproval by Landlord.

If Resident holds over and fails to vacate on or before required move-out date (i.e. the end of the Lease term or renewal or extension period after proper move-out or vacate notice has been given, or a different move-out date agreed to by both parties in writing), Landlord may recover double the amount of the rent due for each day Resident holds over and refuses to surrender possession. Such daily rent shall be delivered by dividing rent for the last month of the Lease by 15. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.

2. **USE OF SECURITY DEPOSIT.** Resident shall not use the security deposit to pay rent. Landlord shall have the right, but not the obligation to apply the security deposit in whole or in part in payment of any unpaid rent or other amount due because of an un-performed covenant or agreement by Resident. Landlord's right of possession of the Premises for non-payment of rent or for any other reason shall not be affected by the fact the Landlord holds the security deposit. Resident shall be liable for and appropriate charges will be deducted for any unpaid sums due under the Lease, unpaid rent, unpaid utilities, unreimbursed service charges, damages or repairs to the Unit or its contents (beyond reasonable wear), utilities for repairs, trips to let in company representatives to remove Resident's telephone or TV cable services or rental items (if Resident requests same or has moved out), trips to open Unit when Resident has lost or forgotten the key; key duplicates; unreturned keys; insufficient light bulbs; stickers; scratches; burns; stains; or unapproved holes; removing or re-keying unauthorized locks or latches; agreed costs of re-letting; removing abandoned property; moving illegally parked vehicles; late payment and returned check charges; attorney's fees; court costs; and Landlord or Landlord's representative's time and inconvenience in any valid eviction proceeding against Resident; and other lawful deductions. If keys are not returned or if rent has been accelerated under paragraph 16a or if Resident is evicted, charges may be made for change of door locks and new keys. Security deposits will be first applied to non-rent items, then to unpaid rent. On termination of the Lease and full payment of all amounts due and performance of the Resident's covenants and agreements, the security deposit or any portion thereof remaining unapplied shall be returned to Resident.

3. **ADDITIONAL RENT TERMS.** If all rent is not on or before the 5<sup>th</sup> day of the month (the late charge date), Resident agrees to pay a late charge of \$10 per day thereafter until paid in full. Daily late charges shall not exceed 30 days for any single month's rent. Resident agrees to pay a charge of \$25.00 or 5% of the check amount, whichever is greater, for each returned check, plus initial and daily charges from the late charge date until acceptable payments are received by Landlord. Resident's rights to possession and all the Landlord's obligations are expressly contingent on prompt payment of rent, and use of Premises by Residents is obtained only on condition that rent is paid on time. Payment of rent shall be an independent covenant. At Landlord's option, monies received may at any time be applied to any non-rental obligations of Resident, then to rent, regardless of notations on checks and regardless of when the obligations are incurred. At Landlord's option, Landlord may require that all rent and other sums may be paid in either certified check, cashier's check, money order or one monthly check rather than multiple checks. Cash will not be accepted unless specifically authorized in writing in advance by Landlord. Rent paid by check is not deemed received until payment clears. Unless otherwise stated in this Lease, all sums owed by Resident are due upon demand. Resident may not withhold rent or offset against rent except as specifically provided by Florida Statutes.

4. **PETS.** Should the Resident, after the date of this agreement, desire to keep a pet on the Premises, express approval of Landlord must be obtained in writing, which approval shall be given or withheld at Landlord's sole and exclusive discretion, and an additional deposit and fee paid. Such deposit shall be non-refundable. Pet charges for violating the pet restrictions of this Lease shall be \$25 per day. No unauthorized pets may be fed from the unit or any part of the Complex. These pet prohibitions apply to mammals, reptiles, birds, fish, rodents and insects, including non-pet animals used in a trade or profession. Violation of the foregoing by Resident or Resident's guests or occupants, with or without Resident's knowledge or permission, will subject Resident to charges, damages, eviction and other remedies of this Lease. If the pet restriction of this Lease is violated, in addition to the per-day charge to be made as set forth above, such violation will be cause for termination of Resident's right of occupancy and/or suit by Landlord for damages. Also, if a pet has been kept on the Premises at any time during the Resident's term of occupancy by anyone (with or without Landlord's written consent), a charge may be made for deflating, deodorizing, and/or shampooing. No oral agreement is binding.

5. **RULES AND REGULATIONS.** Resident agrees to observe all of the rules and regulations published by Landlord from time to time and distributed to all Residents in the units. Landlord may make reasonable rule changes when in writing and distributed to all units in the complex. Changes will be effective immediately:

6. **CONDITION OF THE UNIT.** Prior to the signing of this Lease, Resident has been given the opportunity to fully and completely inspect the premises and the Building, through itself and its agents. Landlord makes no implied warranties. Resident further acknowledges, covenants and agrees that neither Landlord, nor any other person or entity has made any representations regarding the condition of the Premises prior to or at the time of the execution of this Agreement. Resident hereby acknowledges, covenants and agrees that Resident has relied solely upon Resident's own independent inspection, examination and evaluation of the Premises and waives any claim, right, or action against Landlord, or any other person or entity for an alleged failure to disclose any defects in, on or about the Premises or for any representation regarding the condition of the Premises or the terms of this landlord-tenant relationship. Resident further covenants and stipulates that Resident is leasing the Premises in an "AS IS" condition and that no representation as to the present condition or future repair of the Premises has been made by the Landlord, or any other person. Within 72 hours after move-in, Resident shall note any defects or damages to the Unit in writing and mail it to the Landlord; otherwise, everything will be deemed to be clean and good condition. Resident accepts the Premises subject to and subordinate to any existing or future recorded mortgage or lien applicable to the Premises.

7. **ALTERATIONS TO THE UNIT.** Resident shall use reasonable diligence in care of the Unit. Resident may not make any alterations to the Unit or to Landlord's property without Landlord's prior written consent. By way of example, but not by way limitation, any interior alterations such as painting, wall papering, paneling, shelf or cabinet construction or any such other installations of anything which affects the existing, inner surface structure of the Unit, shall not be initiated without the prior, written approval from the Landlord. Similarly, no exterior attachments or structures such as, but not limited to, swing-sets, television antennas, awnings, canopies, storm shutters, burglar bars, light poles or any such other similar thing shall be installed or built without the written approval of the Landlord. Any such permitted alterations, improvement, fixtures or additional structures shall immediately become the exclusive property of the Landlord. No holes or stickers shall be put anywhere inside or outside the Unit; however, a small number of nail holes for picture hanging will be permitted in sheet rock walls. Alternative picture hanging methods (in lieu of small nails) may be required by Landlord's rules and regulations. No antenna installations, additional phone or TV cable outlets, or lock changes (including re-keying or addition of locks) will be permitted except by Landlord's prior written consent. Resident will not remove Landlord's fixtures from the Unit for any purpose. When Resident moves in, Landlord shall furnish light bulbs of prescribed wattage for Unit lighting fixtures, thereafter light bulbs will be at Resident's expense. When moving out, Resident agrees to surrender the Unit in the same condition as when received, reasonable wear expected. Reasonable wear means wear which occurs without negligence, carelessness, accident or abuse. No flotation bedding system that violates applicable building codes will be permitted. If Resident uses a flotation bedding system, Resident shall carry flotation insurance as is standard in the industry in an amount sufficient to protect Resident and Landlord against personal injury and property damage to the premises, with a loss payable clause to the Landlord. Resident shall provide Landlord of such insurance before any flotation bedding system is used on the premises. Resident hereby indemnifies Landlord for personal injury or property damage to the Premises resulting from the use of a flotation bedding device, such as indemnification including but not limited to reasonable attorney's fees and legal expenses incurred by Landlord in connection with any claims resulting from such injury or damage or with any actions to enforce the obligations hereunder.

8. **SERVICE, REPAIRS AND MALFUNCTIONS.** Resident shall properly maintain the Unit. Resident agrees to submit all requests for all repairs and services in writing to the Landlord, except in emergency where telephone calls are accepted. Resident shall pay \$50.00 toward any repair costs. Landlord shall have the right to temporarily turn off equipment and utilities to avoid damage to property and/or to perform maintenance which require such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify Landlord immediately. Resident shall be solely responsible for changing the air conditioning filters at least one time per month and for using otherwise reasonable care to maintain the air conditioning and heating system and all of its components, including the thermostat control unit and keeping the condensation drain line open. Resident shall not place any plants, shrubs, fixtures or any such things in such a way that they affect the air conditioning and heating system's ventilation intake and operation. In case of malfunction of air conditioning or other equipment, Resident shall notify Landlord as soon as possible on a business day. Landlord shall act with diligence in making repairs, and this Lease shall continue and rent shall not abate during such periods as otherwise specifically provided by applicable law. Notwithstanding anything herein the contrary, the Resident shall promptly repair, at his/her sole expense, any damage to the Premises caused by his negligence or the negligence of occupants, invitees or guests, and all damages caused by any animals. There shall be no allowance or rent deduction to Resident and no liability on the part of Landlord by reason of any inconvenience or annoyance arising from the conduct of repairs, alterations, additions or improvement to any portion of the Premises. Resident shall be solely responsible for repairing all nail holes, screw holes or any other change created to the Premises. Repair work must be authorized by Landlord. Resident shall pay for repairs of any clogging problems in the plumbing system of the Premises which occur any time after the 10<sup>th</sup> day of Resident's occupancy, unless the cause is roots. If fire or catastrophic damages to the Premises are substantial in the reasonable judgment of the Landlord, Landlord may terminate this Lease within a reasonable time by giving written notice to Resident. If the Lease is so terminated, rent shall be prorated and the balance refunded along with all deposit(s), less lawful deductions.

9. **LIMITATION OF LANDLORD LIABILITY.** Landlord will not be liable to any Resident, guest, invitee or occupant for damages or loss to person(s) or property caused by other persons, including theft, burglary, assault, vandalism, or any and all other crimes. Landlord is not responsible for the security of persons or property, in or about the Unit or the Premises. Landlord will not be liable to any Resident, guest or occupant for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightening, wind, explosions, interruption of utilities, or any other occurrence unless such injury, loss is caused by the gross negligence of Landlord. Resident agrees to reimburse Landlord, upon demand, the amount of the loss, property damage, or cost of repairs or service

(including plumbing trouble) caused by the negligence or improper use by Resident, his/her agents, family, guests, licensees and invites.; resident at all times, will indemnify and hold harmless Landlord from all loss and 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 Resident, his/her agents, family, guests, licensees and invitees, or arising from Resident's failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this Agreement, Resident agrees Landlord's agent and its employees, agents and assigns harmless in the event of a legal dispute. Residents are strongly urged to secure their own insurance to protect against all of the above occurrences. Landlord will furnish smoke detectors, locks, and latches as required by law. Repair requests for same for same must be in writing. Except as required by applicable law, Landlord will furnish no additional smoke detectors, extra locks and latches, security guards or patrols, security lighting, security gates or fences, or other forms of security. Resident agrees to exercise due care for the safety and security of Resident and all persons in Resident's Unit. Resident shall be responsible for insuring proper operation of smoke detectors and/or carbon monoxide detectors. The Resident shall report all defects promptly and in writing.

10. **REIMBURSEMENT.** Resident shall promptly reimburse Landlord in addition to rent, for any loss, property damage, or cost of repairs or service caused in the Unit or Complex by negligence or improper use by Resident or Resident's guests or occupants. Landlord will not be liable for and Resident shall pay for the following if occurs during the Lease term or renewal period: a) damage to doors, windows, blinds or screens unless due to negligence of Landlord, b) repair costs and damages from plumbing stoppage in lines exclusively serving Resident's Unit, c) damages from windows or doors left open. Landlord's failure or delay in demanding rent, damage reimbursement, and late-payment charges, returned check charges, pet charges, or any other sums due by Resident shall not be deemed as a waiver; and Landlord may require payment of same at any time, including deduction of same from security deposit. Landlord may require advance payment of repairs which Resident is liable.

11. **LANDLORD RIGHT OR ENTRY.** If Resident or Resident's guest or occupant is present, then repairmen, servicemen or Landlord's representative may enter the Unit during reasonable times for reasonable business purposes. If no one is in the Unit, then repairmen, servicemen, or Landlord's representatives may enter at reasonable times with a duplicate key or master key or by other means if locks have been changed in violation of this Lease if such entry is for responding to Resident's request; repairs; estimating repairs; or refurbishing costs; pest control; preventative maintenance; filter changes; retrieving unreturned tools or appliances; emergency safety or fire inspections; avoiding property damage; preventing waste of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches; removing unauthorized window coverings; removing property owned or leased by previous Residents; showing Unit to prospective Residents (after move-out or vacate has been given); or showing the Unit to government inspectors, fire marshals, lenders, appraisers, prospective purchasers or insurance agents.

12. **DEFAULT BY LANDLORD.** Landlord agrees to act with diligence to a) keep common areas reasonably clean, b) maintain fixtures, hot water, heating and/or air conditioning equipment, c) remain in substantial compliance with applicable federal, state and local laws regarding safety and sanitation, and d) make all reasonable repairs, subject to Resident's obligations to pay for damages caused by Resident or Resident's guests or occupants. If Landlord violates the foregoing, Resident may terminate this Lease only when the following procedures are followed: (1) Resident shall make written request for repairs or remedy for the condition, and all rents must be current at such time, (2) after receipt of such request, Landlord shall have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities, (3) if such reasonable time has elapsed and if Landlord has not made a diligent effort to repair, Resident shall then give Landlord written notice of intent to terminate the Lease unless the repair is made within seven days, and (4) if repair has not been made within such seven day period, Resident may terminate this Lease. Thereafter the security deposit(s) and prorated rent will be refunded as requested as required by law.

13. **DEFAULT AND WAIVERS BY RESIDENTS.** The following constitute events of default by Resident under this Lease: (1) failure to pay rent in advance as stipulated in paragraph 5 of this Lease; (2) bona fide breach of the peace resulting in complaints of other residents and/or of management; (3) damage to or removal of any part of the Premises; (4) violation of the rules and regulations as set forth by Landlord; (5) making a false statement in the Rental Application filled out prior to the commencement of this Lease; and (6) breach of any covenant or agreement set forth in this Lease. Resident(s) further agree that: a) the obligation to pay rent during the term of the Lease or any extension thereof or any holdover residency shall not be waived, released or terminated by the service of any notice, demand for possession, notice of termination of residency, institution of any action of forcible detainer, ejectment or for any other act or acts resulting in termination of Resident's right of possession; b) the payments or receipts of rent due shall not waive or affect any such notice, demand, suit, or in any manner waive, affect, change, modify or alter Landlord's rights to terminate; c) the acceptance of liquidated damages pursuant to paragraph 16d, shall not be a waiver by Landlord's rights of re-entry, nor shall any other act apparent affirmation of the residency at the termination of this Lease operate as a waiver of the right to terminate this Lease or operate as an extension thereof, nor shall the provision of paragraph 22 affect the Landlord's right, at its election, to treat Resident as a holdover Resident under the terms of this Lease; d) Resident hereby waives any and all notices, elections, demands, and terminations by or from Landlord whether or not provided in Florida Statute; e) the acceptance of Landlord of rent after it falls due or after knowledge of any breach of this Lease by Resident, or the giving of any notice or making of any notice or making of any demand or any other act or waiver by Landlord other than a specific waiver or election, shall not be constructed as a waiver of any rights of Landlord under this Lease are cumulative. The use of one or more provisions of this Lease; f) Landlord's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy; g) except only as otherwise specifically provided by Statute, neither Landlord nor Landlord's agents shall be liable for damages to Resident or to any persons claiming through Resident (nor shall rent be abated) for damages to or loss of property wherever located from any cause whatsoever; h) Resident's rights under this Lease and any extensions thereof shall be and are subordinated at all times to any present or future mortgages on the real estate (or any part of it) on which the building is situated and to all advances upon the security of such mortgages. Residents shall execute any further instruments required by Landlord to effect such subordination and

hereby irrevocably appoints Landlord (and, if more than one person's name appears as Landlord, any one of them) as attorney-in-fact to execute and deliver such instruments in Resident's name. In addition to other remedies provided for herein, or by law, in the event of a default by Resident, Landlord may accelerate the maturity of all rent due and to become due during the remainder of the term of this Lease.

14. **ASSIGNMENT, SUBLETTING, ABANDONMENT, RE-LETTING, TERMINATION OF RIGHT OF POSSESSION RE-ENTRY.** Resident shall neither sublet the Unit nor any part thereof, nor assign this Lease, nor permit by any act of default of himself or any other person any transfer of Resident's interest by operation of law, nor offer the Unit or any part thereof for lease or sublease without, in each case, the written consent of Landlord, which consent may be given or withheld at Landlord's sole and exclusive discretion. If Resident vacates or abandons the Unit (fifteen days non-occupation being deemed an abandonment, except by prior arrangement with Landlord), or breaches any covenant or agreement in this Lease, Resident's right to possession of the Unit shall immediately terminate. The mere retention of possession thereafter by Resident shall constitute a forcible detainer and if Landlord so elects, but not otherwise, this Lease shall thereupon terminate, but this lease shall automatically terminate without need of an election by Landlord upon any transfer of Resident's interest by operation of law including, but not limited to, Resident's bankruptcy or insolvency. In any such event the Unit or any part of it may be relet by Landlord for such rent and such terms, and such period as Landlord may elect without releasing Resident from any liability under this Lease. On such termination Resident shall surrender possession of the Unit immediately and Landlord or Landlord's agent shall have full and free license without process of law, to enter and take possession of the Unit and expel and remove Resident or any other person who may be occupying the Unit and to repossess himself of the Unit as his former estate. Such entry by Landlord's agent shall not constitute trespass or forcible entry and detainer and shall not cause a forfeiture of rents due by virtue thereof or a waiver of Resident's covenants or agreements in this Lease. Landlord may for any reason reject any new resident offered by Resident or by others. Landlord may let other vacancies in the Building first before re-letting or attempting to rent the Unit. Resident shall on demand pay all deficiencies if the on-letting is not sufficient to satisfy the rent provided in this Lease and in addition shall pay all expenses of re-letting, including decorating, repairs, replacement and brokerage commissions.

15. **COST OF RE-LETTING.** If Resident moves out and Landlord takes possession for the account of Resident, Landlord shall use diligence to re-let and all subsequent rentals received shall be credited against Resident's liability for future rentals. However, if Resident is evicted or if Resident moves out without Landlord's written approval and without rent being paid in full for the entire Lease term or renewal or extension period, Resident shall remain liable for future rent and shall be charged for re-letting regardless of whether re-letting attempts successful. Since time, effort, and expense of finding and processing a replacement are uncertain and difficult to ascertain (particularly those relating to inconvenience, paperwork, advertising, showing apartments, air conditioning and utilities for showing, processing prospects, office overhead, marketing costs and locator service fees), it is agreed that costs of re-letting shall be the stipulated in paragraph 3, such amount being reasonable under the circumstances existing at the time of execution of this Lease. Such amount shall be due at move-in as additional rent and shall liquidate Resident's liability for the above cost of re-letting, but it shall not liquidate or terminate Resident's liability for past rentals, cleaning, repairing, lock changes, or other sums due under this Lease, and the foregoing shall not waive or diminish Landlord's right to recover such other amounts.

16. **PERSONAL PROPERTY.** When possession of the Premises has been returned to Landlord by surrender, action for possession, or abandonment, Landlord is not required to comply with Section 715.104, Florida Statutes, and is not liable or responsible for storage or disposition of Resident(s) personal property. **BY SIGNING THIS LEASE RESIDENT(S) AGREE(S) THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE RESPONSIBLE FOR STORAGE OR DISPOSITION OF RESIDENT(S)' PERSONAL PROPERTY.**

17. **JOINT AND SEVERAL LIABILITY FOR MULTIPLE RESIDENTS IN A UNIT.** Each Resident and each Resident's share of the total security deposit are jointly and severally liable for all obligations and sums due under the Lease. Violations of the Lease by Resident or Resident's guests or occupants shall be considered a violation by all Residents. Notice by Landlord's representative to one Resident constitutes notice to all Residents. Entry permission or service request from any Resident, co-occupant, or guest shall be deemed to be from all Residents. The balance of all security deposits may be refunded in one check jointly payable to all Residents and such joint refund check and/or itemization of deduction may be mailed to one Resident only.

18. **NOTICE AND DISCLOSURES.** Landlord makes the following disclosures to the resident.

(1) 2912 Ivanhoe Road, Tallahassee, FL 32312 is the authorized address of Landlord to which notices and demands from residents in regards to the Unit, the Complex, and this Lease should be sent. Notice is deemed delivered upon receipt by Landlord.

(2) Landlord is holding your security deposit in a non-interest bearing account for the benefit of Resident. This means that your security deposit is held in said account and cannot be hypothecated, pledged, or in any other way used by Landlord until such money is actually due Landlord.

(3) Upon termination of the Lease agreement and in the event that Landlord does not intend to impose a claim on the security deposit, Resident's security deposit will be returned within 15 days of termination. In the event that Landlord intends to impose claim on the security deposit, Florida Law requires Landlord to provide written notice to Resident by certified mail to the Resident's last known mailing address, within 30 days of termination, of his intention to impose a claim on the deposit and the reason for imposing the claim. If Landlord fails to give the required notice within the 30 day period, he forfeits the right to impose a claim on the security deposit. Unless Resident objects to the imposition of Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to Resident within 30 days after the date of the notice of intention to impose a claim for damages. See Section 83.49(3), Florida Statutes.

(4) Pursuant to Section 404.056(5), Florida Statutes, Landlord makes the following notification to Resident. Radon Gas: 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 obtained from your county health department.

(5) Lead Based Paint. 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 lead-based paint and/or lead-based hazards in the dwelling. Resident must also receive a federally approved pamphlet on lead poisoning prevention. Resident's execution of this Lease shall constitute acknowledgement of his or her receipt of the pamphlet entitled "Protect Your Family From Lead In Your Home." A risk assessment or inspection for possible lead-based paint hazards is recommended prior to occupancy of the Unit.

(6) Fungus, Mold, Mildew. There are many types of mold and mold is a naturally occurring substance that is present in the outdoor air we breathe. Fungus (meaning any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi) has been found in buildings all over Florida. Properties are not, and cannot be, constructed to exclude Fungus. Moisture is one of the most significant factors contributing to the growth of Fungus. Information about controlling Fungus growth may be available from your county extension agent or health department. Certain strands of Fungus may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strands of Fungus may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of Fungus may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by Fungus or about the level of Fungus exposure that may cause health problems. The Center for Disease Control and Prevention is studying the link between Fungus and serious health conditions. The Landlord cannot and does not represent or warrant the absence of Fungus in the Building or on the Premises. Most liability insurance excluded coverage of any claim associated with Fungus. Accordingly, were a claim to be made for damage related to Fungus, Landlord would be uninsured for such claim. Landlord considers this an unacceptable risk, and Landlord would therefore not lease the Premises to Resident if such risk was present. Landlord is not aware of any accumulations of Fungus in the Premises or the building (the "Building") in which the Premises are located. However, Fungus is by its nature difficult to detect, and due to the location of the Building in Florida (a relatively rainy, humidity-prone state); there is then possibility of present or future presence of Fungus in the Building. It is the Resident's obligation to determine whether a Fungus problem is present in the Premises. To do so, the Resident should hire a qualified inspector and make this Lease contingent upon the results of that inspection.

19. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed because of construction, prior Resident's holding over, or any other reason beyond Landlord's control, Landlord shall not be liable to Resident for such delay; and the Lease shall remain in force subject to; 1) abatement of rentals on daily basis during delay, and 2) Resident's right to terminate as set forth below. Such termination must be in writing. After such termination, Resident shall be entitled only to a refund of deposit(s) and any rentals paid. Resident's above right abatement or Lease termination shall not apply if delay is due to cleaning or repairs which do not prevent occupancy by Resident. If Landlord gives written notice or any one of the Resident's listed in Section 1 of the Lease on or after Lease commencement date and if such notice states that occupancy has been delayed because of a prior Resident's holding over and the Unit will be ready for occupancy on a specific date, Resident may terminate the Lease within 3 days after any one of such Resident's receives such written notice, but not thereafter. A readiness date given by Landlord to Resident in writing shall be considered the new Lease commencement date for all purpose, including the right of Resident to terminate under this paragraph if the Unit is not ready on such new commencement date. Such new commencement date may never be moved to an earlier date except by mutual agreement of Landlord and Resident. If holdover delay actually occurs and if Landlord has not given notice of delay under one of the above paragraphs, Resident may terminate up to the Unit is ready for occupancy, but not thereafter.

20. **RELEASE OF RESIDENT.** Except under the military clause below, Resident will not be released on grounds of voluntary or involuntary school withdraw or transfer, voluntary business transfer, marriage, divorce, reconciliation, loss of co-Resident, bad health, death, voluntary enlistment in the armed services, or any other reason, unless otherwise agreed to and specified in writing. However, if Resident's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. If a Resident is or becomes a Service member as defined in Section 250.01, Florida Statutes, then he or she may terminate this Lease in accordance with the provisions of Section 83.682, Florida Statutes. After move-out, such Resident shall be entitled to return of security deposit(s), less lawful deduction.

21. **ENTIRE AGREEMENT, MODIFICATION, NO WAIVER, SEVERABILITY.** This Lease, including the Terms and Conditions, is the entire agreement between Landlord and Resident. Landlord's representative does not have authority to waive, amend or terminate this Lease or any part of it, except in writing. Resident's statement in the rental application were relied on by Landlord in executing this Lease, and any misinformation therein shall be considered cause for termination by Landlord of Resident's right of occupancy. This Lease shall at all times be construed in accordance with the laws of the State of Florida. All parties to this agreement waive all rights to trial by jury, and any litigation arising from or relating in any way to this Agreement shall be tried in the court of competent jurisdiction sitting in Leon County, Florida. Landlord's past delay or non-enforcement of acceleration, landlords' lien, rental due date, or any other right shall not be a waiver thereof under any circumstances. In any civil action involving any obligation of Resident to Landlord under this Lease, the prevailing party shall be entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. Any clause declared invalid by law shall not invalidate the remainder of this Lease.

22. **RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY-MOLD AND FUNGUS.** Resident covenants and agrees that Landlord has no obligations or duty to Resident, its employees, agents, customers, guests, contractors, occupants, licenses and invitees to protect against exposure to Mold or other Fungus. In exchange for the mutual promises and covenants contained herein, including Landlord's agreement to lease the Premises to Resident, for its heirs and assigns, and for its employees, agents, customers, guests, contractors, licenses and invitees, hereby releases, waives, disclaims and forever discharges Landlord, its heirs, successors and assigns from any and all liability for bodily injury, property damage, personal injury or any other injury whatsoever arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungus in or about the Building or the Premises. Resident agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees at the trial, appellate level that the Landlord may sustain or incur as a result of the negligence of the Resident in its possession and use of the Premises and any claim against Landlord for which Resident has released Landlord as provided herein.

23. **COPIES.** This Lease has been executed in multiple copies, one for Resident and one for Landlord.

24. **TIME.** Time is of the essence in the performance of all terms and conditions of this Lease.

25. **NON-DISCRIMINATION.** ALL PARTIES to this Agreement understand and agree that they shall not discriminate against any person because of race, color, national origin, sex, handicap, or marital status and agree to abide by all applicable fair housing laws.

## RESIDENT RULES AND REGULATIONS

- The conduct of Resident and Resident's guests and occupants shall not be disorderly, boisterous or unlawful, and shall not disturb the right, comforts or conveniences of other persons in or near the Complex
- Resident shall be liable to Landlord for accidents caused by Resident or Resident's guests or occupants.
- Sidewalks, steps, walkways and stairs shall not be obstructed or used for any other purpose other than ingress or egress.
- The Unit and other areas which are reserved for Resident's private use shall be kept clean and sanitary by Resident.
- Landlord may regulate use of patio and porches.
- Garbage shall be disposed of only in appropriate receptacles.
- Any improvements are to be used at the risk of the person and persons using them
- Landlord may regulate the manner, time and place of all parking.
- Landlord may regulate, limit or prohibit from the Unit or Complex the following: bicycles, tricycles, skateboards, inoperable vehicles, furniture movers, deliverymen, solicitors and guests who in the Landlord's reasonable judgment have been disturbing the peace, disturbing other Residents, or violating this Lease or the rules.
- No trailers, campers, recreational vehicles, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the Premises without the Landlords prior written approval.
- No vehicles shall remain in the same parking space for more than 15 consecutive days without being moved to another space unless written approval is obtained from Landlord.
- Residents on vacation must notify Landlord. Residents are responsible for the vehicles of their occupants, visitors and guests.
- Resident and Residents' permitted occupants, guests and invitees are only entitled the use of \_\_\_\_\_ parking spaces at any given time, which are available to Resident and their permitted occupants, guests and, invitees on a first-come first-serve basis. In no event shall Resident or their permitted occupants, guests or invitees use more than \_\_\_\_\_ parking spaces at any given time.
- Landlord reserves the right to dedicate the space for Residents' particular use, with such decision to dedicate and the space selected for dedication to Resident to be decided at Landlord's sole and exclusive discretion.
- Vehicles must have current license plate, inflated tires, and be operational.
- Upon violation, vehicles may be towed without notice at the Resident's expense. Resident agrees to indemnify Landlord for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of Resident.
- Flashlights (not candles or kerosene lamps) shall be used if electricity is interrupted.
- Storage in closets having gas appliances is prohibited.
- No business may be operated from the Unit.
- Resident shall not keep on the premises any item of a dangerous, flammable or explosive character which increases the danger of fire on the Premises or which increases the chance of injury to persons or property.
- Resident shall not undertake any activity which increases risk of injury to persons or property or creates a nuisance.
- Upon payment of a reasonable charge, Resident may request that Landlord change (or re-key) a door lock. A Resident who moves out prior to the end of the Lease term or renewal period is no longer entitled to occupancy or keys. Keys may be duplicated without Landlord's written consent.
- Resident, as the party in physical possession of the Premises on a day-to-day basis, through itself or its agents, agrees to periodically inspect the Premises for any evidence of water intrusion, leaks, Fungus or Fungus conditions, and shall promptly report to Landlord by phone and immediately thereafter in writing, the presence of any such water intrusion, leaks, Fungus or Fungus conditions, or any Fungus related symptoms experienced by Resident or its employees, agents, customers, guests, contractors, occupants, and invitees.
- Resident agrees to keep the Premises free of dirt and debris that can harbor Fungus.
- Resident agrees to immediately report to the Landlord any water intrusion, such as plumbing leaks, drips, or "sweating pipes."
- Resident agrees to notify Landlord of overflows from bathroom and kitchen facilities, especially in the cases where the overflow may have permeated walls or cabinets.
- Resident agrees to use and repair all exhaust or ventilation fans installed in the premises.
- Resident agrees to use all reasonable care to close all windows and doors to prevent outdoor water from penetrating into the Premises.
- Resident agrees to clean and dry any visible moisture on windows and other surfaces, including personal property, as soon as is reasonably possible. (NOTE: Mold can grow on damp surfaces within 24 to 48 hours.)
- Resident agrees to routinely change the filters in, and repair as needed, the HVAC system and to notify Landlord of any problems with the HVAC system that are discovered by the Resident.
- Resident agrees to use the HVAC system in Premises to maintain appropriate climate control
- Resident agrees to notify Landlord of any water intrusion or mold or Fungus problems in any portion of the Building, including, but not limited to the Premises, if it becomes aware of such problems.
- Condominiums/Apartment rules may be enforced through Landlord's representatives or agents, and Resident shall hold same harmless from reasonable enforcement.
- Resident agrees not to smoke inside the unit, or have any illegal substances in the unit or on the premises.