

RESIDENTIAL LEASE

This agreement, made this _____ day of _____ 201_, between _____, hereinafter referred to as the LANDLORD, and _____, hereinafter referred to as the TENANT, concerning the lease of the following described Property: _____ 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).

TERM OF LEASE: _____. 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. This lease shall terminate early, at LANDLORD'S option, upon sale of or contract for sale entered into on the premises and TENANT agrees to vacate within 60-days written notice from LANDLORD.

OCCUPANTS: Only the following individuals shall occupy the Premises unless written consent of the LANDLORD is obtained. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72-hours. _____

PRORATED RENT: None

RENT: TENANT agrees to pay the monthly rent amount of \$_____ plus any applicable sales tax if any as rent on the **1st day of each month** in advance without demand at: **address** _____ . Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of **\$50.00** shall be due as additional rent if TENANT fails to make rent payments on or before the close of business of the **3rd** day of each month. 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 a NSF charge of \$30.00 or 5% of the check amount, whichever is greater, and any late fees assessed 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. 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 certified mail.

PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a PET ADDENDUM signed by all parties. See attached PET ADDENDUM.

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of \$_____ 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 this 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. 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), the deposit will be forfeited as special liquidated damages, future rent due, attorney's fees, costs and any other Amount's 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 Trustmark Bank.

Tenant's Initials (_____) (_____) Landlord's Initials (_____) (_____)

SUB-LET/ASSIGNMENT/HOLDOVER: TENANT may not sub-let or assign this lease without the express written consent of LANDLORD. TENANT shall deliver possession of Premises in good order and repair to LANDLORD upon termination or expiration or expiration of this agreement. Double rent may be charged for any hold over period past termination date and eviction may be instituted.

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.

FIXTURES AND ALTERATIONS: TENANT must obtain prior written consent from LANDLORD 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. **Fencing must be approved by the homeowners association Design Review Committee before changes are made.**

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 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.

RISK OF LOSS: All TENANT'S personal property shall be at risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from bursting or leaking water pipes. **TENANT is strongly urged to secure insurance for personal property.**

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 by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State, or County laws, rules and ordinances, or (4) TENANT'S failure to move into the Premises or TENANT'S abandonment of the Premises, shall constitute a default by TENANT. Upon default, in addition to complete forfeiture of the security deposit, rent due for the remaining term of this lease is accelerated. TENANT shall owe this rent and LANDLORD may begin eviction procedures, after proper notice is given under Florida Law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the Premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company.

ATTORNEY'S FEES: If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

UTILITIES: Landlord is responsible for providing the following utilities and /or services only: None. 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 trash 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.

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.

REPAIRS: 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 expressed or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy; keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, and 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 require TENANT to repair same, all charges incurred as additional rent. **TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: CHANGING A/C FILTERS MONTHLY, TOILET FLAPPER REPAIRS, STOPPED UP TOILETS & SINKS, EXTERMINATION, LAWNS/SHRUBBERY, KEYS, SCREENING, and SMOKE ALARM(S).** 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 needed, maintenance performed, or repairs, in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. **TENANT is responsible for any repair, plumbing, appliance repair, A/C repair, or any servicing or maintenance required that is less than \$50.** Repairs and the amount of each repair will be based on each individual incident. TENANT shall be responsible for any service fee charged by a vendor for an appointment that was agreed by TENANT and TENANT failed to keep appointment. Any services ordered directly by the Tenant without written authorization of Landlord will be at the Tenant's expense. If a tenant uses anchor bolts of any kind in the walls, you will be charged to patch, sand and paint the walls.

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 have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge of \$150. In the event all keys are not returned upon move out, there will be a minimum charge of \$85.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a minimum cleaning charge to be deducted from the security deposit in the amount of \$250.00 if the cleaning is not satisfactory.

RENEWAL: If the Tenant plans to move out at the end of the lease, Tenant agrees to give the Landlord 30 day notice that they intend to move. If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and may be terminated by TENANT giving written notice not less than 30 days prior to the end of any monthly payment period OR LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. Notice from the TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give 30 days notice by TENANT prior to the end of the lease or any month to month period will result in additional liability of TENANT for the following full monthly rental period in addition to security deposit forfeiture. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

RIGHT OF ENTRY: Landlord and it's agent, upon reasonable notice by telephone, hand delivery or posting to TENANT, has the right of entry to the premises for showing , repairs, appraisals, inspections, or any other reason.

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.

CONDEMNATION AND ACTS OF GOD: If for any reason the Premises are condemned by any governmental authority, damaged through fire, act of God, nature or accident, this lease shall cease and shall terminate at LANDLORD'S option as of the date of such condemnation or destruction and TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation or destruction.

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.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or services (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.

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.

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.

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.

NOTICE: Any notice required by this agreement shall be in writing and delivered in accordance with requirements under Chapter 83 of Florida Statutes unless provisions are otherwise stipulated in another paragraph of this agreement. **Tenant agrees to pay a \$30.00 service fee for any legal notice necessary because of non-compliance with rent payment schedule and other terms of the lease as additional rent.**

LANDSCAPING/GROUNDS: The Tenant shall: maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds and edge, if such grounds are a part of the Premises and are exclusively for the use of the Tenant. Tenant agrees to irrigate the grounds and/or make sure sprinkler system is operating properly, if applicable, and notify Landlord of any problems.

WATER QUALITY: LANDLORD and /or its agent have made no representations as to the taste, quality, drink ability, or usability of the water whether it be well or city/county water. TENANTS agree that they are accepting the water as-is and agree that no rent setoffs or abatements may be taken if the water is or becomes undesirable or unusable.

HAZARDOUS MATERIALS: It is unknown if there are hazardous materials present that affect the premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they

are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land water, landfills and other disposal sites and industrial air and water emissions. Some of the more common hazardous substances are asbestos, ground water contamination, lead based paint, urea formaldehyde foam insulation and radon gas. Generally, additional information pertaining to those substances is available from the U.S. Environmental Protection Agency or the Florida Department of Health and Rehabilitation Services. Any property built before 1978 may contain a lead paint hazard.

HURRICANE OR STORM SHUTTERS: Tenant is responsible for installing hurricane shutters or storm shutters for severe weather when such devices have been provided for the property. Do not install hurricane or storm shutters on windows above the first floor unless they can be installed from within the property. Tenant is responsible for removing shutters within 72 hours after any storm has passed. Any tape that has been applied must be removed within 72 hours after any storm has passed.

ABANDONED PROPERTY: By signing this rental agreement, the TENANT agrees that upon surrender or abandonment, as defined by the Florida Statutes, the LANDLORD shall not be liable or responsible for storage or disposition of the TENANT'S personal property.

ADDITIONAL STIPULATIONS: Smoking is only permitted outside the rental unit or the lanai/balcony areas if applicable. TENANT is responsible for AC drain lines. TENANT is responsible for all plumbing stoppages, other than root intrusion, at TENANT'S expense. In the event icemaker is present, icemaker is for TENANT'S convenience only. Owner will not repair or replace.

Rent may be mailed to 2023 Thomas Drive Panama City Beach, Florida 32408 or Dropped in drop box or bring in to the office.

MILITARY CLAUSE ADDENDUM

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located or is deployed for more than 90 days, then in either of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The termination will occur 30 days after the first date on which the next rental payment is due and payable after the landlord receives proper written notice

Acceptance by facsimile by any of the parties shall constitute valid binding acceptance of this lease agreement.

Tenant Date Owner Date

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