

## RESIDENTIAL LEASE

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **OWNER NAME**, hereinafter referred to as the LANDLORD, through its agent and **TENANTS' NAMES** hereinafter referred to as the TENANT, concerning the lease of the following described property: **PROPERTY ADDRESS** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

**TERM OF LEASE: DATE to DATE.** If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **TENANTS' NAMES, plus (other residents not named on lease).** A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**PRORATED RENT:** TENANT agrees to pay the sum of **\$PARTIAL RENT** as pro rated rent for the period **DATE to DATE.**

**ADVANCE RENT:** TENANT agrees to pay the sum of **n/a** as advance rent representing payment for the last month of lease term or any renewal.

**RENT:** TENANT agrees to pay the monthly rent amount of **\$RENT** plus any applicable sales tax as rent on the **1st** day of each month in advance without demand at **LEGENDS REALTY, 290 Waymont Court, Suite 100 Lake Mary, FL 32746** Phone number **(407) 333-1010**. Emergency phone number **(407) 333-1010**. Rent must be received by LANDLORD or its designated agent on or before the due date. **All rent payments received after the due date of the 1st are to be made in money order or cashier's check.** A late fee of **5%** plus **N/A** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **4th** day of each month. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. 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.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of **\$DEPOSIT**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT's failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT's default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with **Banking Institution, City, Florida. Your lease requires payment of certain deposits. The LANDLORD may transfer advance rents to the LANDLORD'S account as they are due and without notice. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit. The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD'S intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the LANDLORD's notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any. If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund. You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgement is rendered will be awarded costs and attorney fees payable by the losing party.**

**This disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.**

Florida statutory law, 83.49(3) provides:

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

(b) Unless the TENANT objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the

landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

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

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

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

**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.

**KEY REPLACEMENT FEE:** In the event of lost keys or lock-outs TENANT will be required to pay a key replacement fee of \$10.00 as additional rent. TENANT(S) must make arrangements to pick up the replacement key(s) from the office.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided.. Premises are to be used and occupied by the TENANT for only residential, non business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

**SMOKING:** Smoking is permitted in a reasonable manner inside the premises but TENANT understands and agrees that if in the opinion of LANDLORD or AGENT there is evidence of smoke related damage, TENANT agrees to be responsible for such damage and the costs of repairing the damage and smoke odor eradication. Smoke related damage shall not be considered ordinary wear and tear

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

**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 and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the

terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by 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. If TENANT'S actions or inactions result in any fines, attorneys fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**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 waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

**LEGAL NOTICE SERVICE FEE:** If the TENANT fails to make a rental payment when due and/or fails to perform any other obligation of the agreement and the LANDLORD serves a statutory notice, the TENANT agrees to pay LANDLORD the sum of \$35.00. This sum shall be considered additional rent.

**UTILITIES:** LANDLORD is responsible for providing the following utilities 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 or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated.

**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: **VEHICLES AND TAG NUMBERS**

**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. **TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, WASHER, DRYER, EXTERMINATION INTERIOR, EXTERMINATION EXTERIOR, LOCKS/KEYS, SMOKE ALARM BATTERIES, LAWN/SHRUBS, SCREENS, WATER CONDITIONER, WINDOWS, GARAGE DOOR TRANSMITTERS, ICE MAKER, WATER DISPENSER and GARBAGE DISPOSAL.** In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same.

**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 moveout or will incur a minimum carpet cleaning charge to be deducted from the security deposit in the amount of \$125.00. In the event all keys are not returned upon moveout, there will be a minimum charge to be deducted from the security deposit in the amount of \$45.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$125.00 (will be waived if cleaned to owner's satisfaction).

**RENEWAL:** This lease automatically renews itself for (up to five) twelve (12) month periods on each yearly anniversary date, (the monthly date the lease began), unless either party (LANDLORD or TENANT) gives the other 60 days written

notice (prior to the end of any lease ending date or rental period), of their desire not to renew this lease for another 12 months. Notice from either party, TENANT or LANDLORD must be made by certified mail. Said notice shall be deemed complete when it is placed in the mail, certified mail, return receipt requested to the address of the property, if by LANDLORD or the LANDLORDS address described herein if by TENANT. Termination of a tenancy shall occur on the last day of the month. Verbal notice is insufficient under any circumstances. If the TENANTS choose not to renew this lease as herein described, then TENANTS must surrender possession and move out of the premises at the end of the original term of lease or any renewals. The rent shall increase on each yearly renewal anniversary date in the amount of \$25.00 per month, or any other amount as dictated by the LANDLORD. Should the LANDLORD not dictate a different amount to the TENANT in writing at least 60 days prior to the yearly renewal anniversary date then the renewal rent shall increase by \$25.00 per month on each anniversary date as outlined above. 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, 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, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

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

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

**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."

**ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE**

**DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

**ADDITIONAL STIPULATIONS :**

(1) Tenant agrees to a non-refundable charge of \$50.00 for filming of the property prior to Tenant move in AND \$50.00 administration fee to be deducted from the holding deposit. (2) Tenant agrees to be responsible for lawn maintenance including but not limited to mowing, watering, pruning the shrubs and weeding the beds at Tenant's expense. In the event the Tenant fails to properly maintain the grounds and/or landscaping as required by this lease agreement, the Landlord shall provide written notice to the Tenant specifying the manner in which the Tenant has failed to comply with the provision of this paragraph and the action required for compliance. If the Tenant fails to take remedial, appropriate action to cure the noncompliance within seven (7) days of written notice, the Landlord may, at his election, obtain a yard service and all expenses associated therewith shall be deemed additional rent and shall be payable with the next installment rent payment. (3) Tenant acknowledges that general cleaning charges shall be waived if rental is cleaned to owner's satisfaction. (4) Tenant acknowledges owner has a Home Warranty. Tenant is to Contact Warranty Company for all covered items. In addition, if tenant calls Legends Realty/ Landlord instead of Warranty Company tenant may be subject to payment of invoice. If a service fee is charged at time of service by Warranty Company tenant must remit payment and submit the paid invoice to Legends Realty/ Landlord for a credit to the rent account. The home warranty for this property is covered by: \_\_\_\_\_ (5) Tenant acknowledges if they "No-Show" for a scheduled appointment or inspection, in which access can not be gained, a fee of \$50.00 will be charged as additional rent. (6) Tenant acknowledges that water service will remain on in the Owner's name and Tenant is responsible for monthly water bill due upon copy of bill from Legends Realty, as additional rent. Tenant agrees to allow Landlord to deduct final charges from Tenant's security deposit after vacating. (7) Smoking is NOT permitted inside the premises by TENANT, guests or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement. (8) In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services, but shall be required to pay for essential services including but not limited to water, sewer and trash, if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Agent, nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

# SIGNATURE PAGE

**ACCEPTANCE BY FACSIMILE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.**

\_\_\_\_\_  
TENANT  
TENANT NAME

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
AGENT FOR OWNER

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
WITNESS

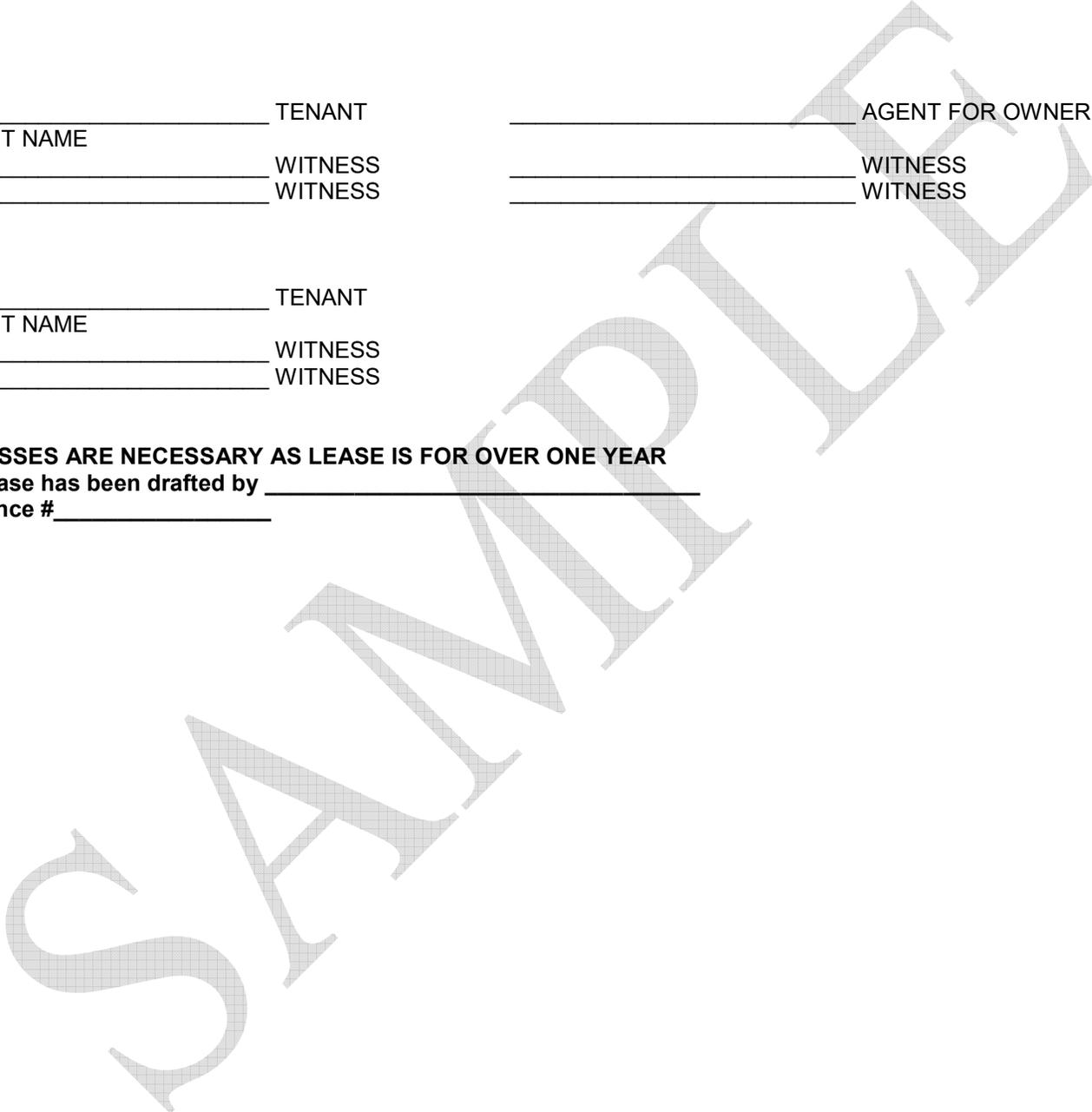
\_\_\_\_\_  
TENANT  
TENANT NAME

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
WITNESS

**WITNESSES ARE NECESSARY AS LEASE IS FOR OVER ONE YEAR**

This lease has been drafted by \_\_\_\_\_

Reference # \_\_\_\_\_



**DRUG/CRIME FREE ADDENDUM**

**In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:**

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802)).
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household **will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

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**MOLD ADDENDUM TO LEASE**

**THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN \_\_\_\_\_, (OWNER OR AGENT) AND \_\_\_\_\_, (TENANTS) FOR THE PREMISES LOCATED AT \_\_\_\_\_ (PROPERTY ADDRESS)**

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

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

**TENANT(S) AGREE TO:**

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

**TENANT(S) AGREE TO REPORT IN WRITING:**

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

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

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

**INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

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

**HOLD HARMLESS:** If the premises is or was managed by an agent of the Owner, TENANT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

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

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Owner or Owners Agent

\_\_\_\_\_  
Tenant Name

The following are maintenance instructions for the Rental Agreement; dated {Tenant.Lease Start} for {Tenant.Legal Tenants} at {Unit.Address}. Tenant agrees to follow the maintenance instructions, and understands they prevail unless they receive notification from Landlord and/or Landlord's Agent.

Go to [www.Centralflrentals.com](http://www.Centralflrentals.com) and fill out the online work order request for or call (407) 333-1010 to report maintenance

For Emergencies, leave the information needed. It is vital you leave all necessary telephone numbers and times where Legends Realty can reach you after hours, weekends, and holidays.

For a non-emergency, leave a message, Legends Realty will return your call the next business day.

Procedures for requesting maintenance:

1. Before calling, check to see if you can determine the cause of the problem you are experiencing, unless you have an emergency, such as those listed in paragraph 3. Read examples of various problems on the following page. Read these examples carefully.
2. Determine if it is an emergency or a non-emergency item.
3. Emergencies  
There are FEW emergencies.  
Definition of an emergency: A life threatening situation such as a fire, flood and/or uncontrollable water, electrical problem, smell of gas, etc.  
Emergencies causing immediate danger such as fire call 911  
Emergencies involving gas call the gas company and if necessary, 911  
Emergencies involving IMMEDIATE electrical danger, call the utility service.  
Emergencies such as backed up plumbing, flooding, call the Legends Realty (407) 333-1010, and listen for emergency instructions; if necessary, call 911 first.  
An emergency is NOT heat - this is a priority item and Legends Realty will make it a priority with vendors to have the heat working as soon as is possible.  
An emergency is not air-conditioning, non-working dishwasher, sprinklers, etc.

4. If it is a non-emergency, please do the following:

**ALL WORK ORDERS MUST BE IN WRITING.**

After hours:

Go to [www.CentralFLrentals.com](http://www.CentralFLrentals.com) and fill out the work order request form on the website or fax a copy of the supplied work order request form to 407-910-2436. You may follow up by calling Legends Realty, (407) 333-1010 and pick the maintenance option. Be sure to leave a complete message with RETURN telephone numbers and address. Be sure to follow up during daytime hours in the event the voice mail system fails, or you fail to record your message.

During office hours:

Go to [www.CentralFLrentals.com](http://www.CentralFLrentals.com) and fill out the work order request form on the website or fax a copy of the supplied work order request form to 407-910-2436. You may follow up by calling Legends Realty, (407) 333-1010 and inform the party answering the phone you are requesting maintenance.

Explain your problem clearly and calmly, giving your name, telephone numbers and address. Then Legends Realty will assign a vendor to contact you. Legends Realty does not give vendors keys to the residences. Vendors are required to make appointments with tenants. Legends Realty will NOT release keys to vendors.

Remember, this is a NON-EMERGENCY item and in most cases, the vendor will not be able to make an appointment immediately.

Failure to show at an appointment can mean a charge to you. Therefore, be certain to call the Legends Realty office as soon as possible if you are unable to make the appointment.

If you do not hear from a vendor within 5 - 7 business days, call the Legends Realty office and inform us a vendor has not contacted you. A Legends Realty staff member will contact the vendor to find out the cause of the delay, and then inform you when a vendor contact can be expected.

After a repair has taken place, if you have problems, call Legends Realty and state you had a recent repair but there is still a problem. Recent repair means within the last 60 days and pest control work means within 30 days. If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

Check the following, if appropriate, before calling:

1. If the oven does not work, check time-bake to be sure the settings on the unit are not preventing the oven from working. An oven set on time bake WILL NOT HEAT. An oven on time-bake can mean a charge to you.
2. If the air-conditioner does not work, check ALL circuit breakers. Often during hot weather or if a circuit breaker overloads, it will trip off the circuit breaker. A tripped circuit breaker is often difficult to see, and it could appear that it is not. Therefore, you must turn the breaker all the way off and then turned the break all the way on. If you do not turn the circuit breaker all the way off, it does not "reset" itself to correct the problem.

3. If the garbage disposal does not work, check underneath on the disposal unit and push the reset button. If something is stuck and the blades do not turn, purchase a garbage disposal tool. Turn the unit off. Turn the water on, place the garbage disposal tool in the opening on the bottom of the disposal and turn slightly. This should dislodge the blockage, then turn the disposal on again. Special note: check that the garbage disposal is OFF before using these instructions. If this does not work, call Legends Realty.
4. If the electrical does not work in part of the house:  
Check for the GFI plug, which is usually located in the garage, patio, kitchen, or the bathroom.  
Reset the GFI plug and most likely, it will restart the electrical.  
Sometimes there is more than one GFI; it is a good idea to check around the house to be aware if an electrical problem should occur. There may not be GFI plugs in homes built before 1970.
5. If the circuit breakers continually keep going off:  
Check all appliances to see if too many appliances are running such as irons, microware, toaster, curling iron, computers, printer, blow dryers, and more are causing an overload.
6. If the smoke alarm does not work, check the following:  
First, check the batteries. If a new battery does not work, call in a work order. Tenants are responsible for the replacement of batteries. It is important to replace batteries and NOT disconnect the smoke alarm.  
Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge.  
Test your smoke alarms every thirty days. If the smoke alarm is not working, call Legends Realty to place a work order immediately. Remember a smoke alarm is for safety, and it is very important to check it regularly to see if it is working  
Do not disconnect or remove a smoke alarm.

Tenants are responsible for the following routine maintenance:

1. Wood burning fireplace maintenance  
Always be sure to open the damper before starting any fire. If unfamiliar with how to do this, call Legends Realty for help.  
If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house.  
Do not use soft woods in fireplaces such as pine, fir, and redwood because they cause a coating in the flue, which can cause fires. Use woods such as oak, almond, walnut, etc.  
Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a fire.  
Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet.  
Check to see if fireplace coals are cold before removing from the fireplace...  
Never store hot or warm coals in a container, such as a garbage can, paper bag or any other container.  
Never store the garbage can in the garage or against the house  
Store any warm or hot coals away from any combustibles or the residence for at least two (2) days before disposing of them, and then check them again before disposing.
2. Normal insect control  
Tenants are required to do normal insect maintenance  
When storing pesticides, be careful for the safety of children and animals at all times.  
For Indoor insects, such as fleas, ants, spiders, silverfish, and more, do the following:  
Insect foggers are the most reliable. Purchase them at grocery or garden stores.  
  
To use: follow the instructions on the cans, cover all food and dishes, remove all adults, children and animals from the inside, and leave for approximately for four hours.  
  
For outdoor Insects, such as ants, fleas, grasshoppers, and more:  
Purchase granulized or liquid insect products at any garden supply store. It is very economical to buy and very effective.  
Follow the directions on the package, apply around the perimeter of the house, and fence.  
For spiders, use liquid premixed insecticide. Follow the directions on the package.  
Purchase bait for snails, sow bugs, and slugs, and similar pest, bait at garden supply stores. Follow the directions on the package.  
If the insect problem persists, call Legends Realty.
3. For rodent control, observe the following:  
If you have ordinary mice, you can purchase several common controls at grocery or garden supply stores.  
If you see rats or large rodents, contact Legends Realty.
4. Landscape and watering:  
Where indicated on your rental contract, maintain exterior landscape by mowing, trimming, weeding, fertilizing, and watering.  
If there are sprinklers, monitor the level of water needed and if necessary, contact Legends Realty for additional help or instruction.  
If you have sprinklers or an irrigation system that is not working, call Legends Realty.  
Keep all landscape watered unless a Homeowner's Association controls it.  
Pick up all pet droppings on the property, even if you do not have pets. If you have pets, keep them from causing damage.  
If there is a pool, it is necessary to maintain the water level and report if there is a problem with maintaining the water

- level, as this may indicate a leak in the pool plumbing
5. Tenant required replacements:  
Replace burned out light bulbs with the correct size, but do not use light bulbs in excess of 60 Watts.  
Replacement of furnace and air-conditioning filters is a requirement:  
Replace monthly if you smoke, or you have allowed someone to smoke in the property.  
Replace at a MINIMUM every three months, and with the correct size. The filter size is on the side of the filter, and an arrow indicates the direction of the airflow.  
Replace smoke alarm battery:  
Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge. Do not remove a smoke alarm because it is not working or beeping. By doing so, you endanger all residents and guests and you could be liable for damages in the event of a fire.  
If the smoke alarm is not working, replace the batteries. If new batteries still do not work, call Legends Realty and place a work order immediately. Tenants are responsible for the replacement of batteries.  
Test smoke alarms every thirty days and immediately report a non-working smoke alarm. A smoke alarm is for safety and it is very important to check it regularly to see if it is working.  
Never remove or disconnect a smoke alarm - you can endanger everyone.
  6. Properly dispose the following:  
Toxic waste such as oil, antifreeze, batteries, and solvents  
Place garbage in the proper receptacles provided and in accordance with city and/or county rules  
Christmas trees
  7. Holiday decorations and lights  
Hang lights and decorations properly and carefully.  
Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights.  
Only use lights and decorations during holiday seasons; remove them immediately when the season ends.
  8. Cleaning and maintenance of the property  
Kitchens  
Keep food cleaned up at all times and clean oven/stove hood vents regularly.  
Ovens  
If you do not know the type of oven you have, call Legends Realty for help.  
Do not leave oven on and unattended when leaving the house at any time.  
Do not allow grease build up - this can cause fires.  
Continuous clean ovens  
Clean regularly  
If the oven is a continuous clean oven, do not use a commercial oven cleaner, such as "Easy Off." This will only ruin a continuous clean oven.  
For continuous clean ovens, turn on to 450 degrees and leave on for 2-3 hours. High heat helps the cleaning process.  
Then wipe out with a damp cloth after oven cools.  
Do not leave oven on high heat for longer than 3 hours.  
Regular ovens that are not continuous or self-cleaning:  
Use a commercial oven cleaner, such as "Easy Off" and follow directions on the product.  
On self-cleaning ovens  
Follow the cleaning directions, usually located on the top of the stove/oven.  
Bathrooms  
Prevent mildew and mold from accumulating.  
If mildew and mold appear, use a product such as X-14 or Tilex to remove immediately.  
Keep bathrooms properly ventilated to prevent mildew and mold from happening.  
Use an exhaust fan or window, while taking showers and for an extended reasonable time afterward.  
Carpets and flooring  
Maintenance and cleanliness of carpets and flooring are the responsibility of tenants during occupancy, when moving, and at their own expense.  
Keep floors vacuumed.  
Immediately clean up spills to prevent stains and damage.  
Do not use wax on vinyl or tile.  
Use only hardwood floor cleaners on hardwood floors.  
Have carpets steam cleaned when appropriate; do not use home floor cleaning machines.  
Windows and window furnishings  
Maintenance and cleanliness of windows and window furnishings are the tenant's responsibility during occupancy, when moving, and at their own expense.  
Do not wash drapes, dry clean drapes only.  
Check curtains before washing to see if they are washable, if not, dry clean curtains.  
Wipe all blinds with soft dry cloth or with products designed for the blinds.  
Close windows against the elements of weather, when appropriate, to avoid damage to interior

Close doors and windows when leaving the residence.

It is the responsibility of all tenants to report all repairs/maintenance problems  
Tenants can incur financial damages if they fail to report maintenance problems.

Report the following:

Any sign of mold in the property immediately

All toilet and faucet leaks and any plumbing backups

Electrical problems

Heating and air-conditioning problems

Inoperative smoke detectors

Faulty appliances supplied in property

Roof leaks

Broken windows and doors

Fence repair

Malfunctioning sprinklers

Any other necessary repairs or unsafe condition

Major pest control items such as bees, cockroaches, rats, termites or other major infestations

Tenants will be responsible for the following charges:

- If the Tenant fails to report necessary repairs
- If there is a service call and a breaker is tripped
- When oven is on time bake and is not defective
- When residents cause sewer stoppages/blockages
- When failure to properly change the A/C filter causes damage to the proper functioning of the A/C unit. It is strongly recommended that tenant write filter install date on filter and retain all receipts for filter purchases.
- If the tenant fails to meet a vendor at an assigned appointment and there is a vendor charge
- If the Tenant or Tenant's Guests or Invitees, cause damage to the property
- If the Tenant's pet causes damage to the property
- If the Tenant reports a repair which does not require service
- If the Tenant fails to replace battery for smoke detector or battery for remote door opener, and causes a service call for only battery replacement
- For replacing doors, jambs, broken glass and/or windows unless the Tenant provides a Police Report detailing the cause of the problem showing forced entry by others.
- For damage to walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind.

Tenants are NOT to do the following :

- Do NOT wash draperies
- Do NOT perform electrical work (this does not include changing light bulbs or batteries).
- Do NOT mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.
- Do NOT perform repairs unless authorized by Legends Realty or outlined in this guideline
- Do NOT deduct any unauthorized or pre-authorized maintenance expense from rent, unless authorized by Legends Realty. If Legends Realty authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

### **Taking Care of Your Septic System**

An ounce of prevention is worth a ton of cure! Committing a little attention to the care of your system can help to avoid the nightmare of a failing system. Assuming that your septic system was properly located, designed, and installed according to state codes, you are now in the driver's seat for the care of your system. By following the recommendations below, you can help your system to work properly for years to come.

#### **DO's:**

- Conserve water to reduce the amount of wastewater that must be treated and disposed of by your system. Doing laundry over several days will put less stress on your system.
- Repair any leaking faucets or toilets. To detect toilet leaks, add several drops of food dye to the toilet tank and see if dye ends up in the bowl
- Divert down spouts and other surface water away from your tank and drainfield. Excessive water keeps the soil from adequately cleansing the wastewater.
- Have your septic tank inspected and pumped regularly by a licensed septic tank contractor. Pumping your septic tank is probably the single most important thing you can do to protect your system. If the buildup of solids moves to the drainfield, this could clog and strain the system to the point where a new drainfield will be needed. Suggested frequency is 3-5 years.

- Keep your septic tank cover accessible for inspections and pumping. Install risers with lids if necessary.
- Call your county health department or a registered septic tank contractor whenever you experience problems with your system, or if there are any signs of system failure.
- Keep a detailed record of repairs, pumping, inspections, and other maintenance activities. Pass these on to the next homeowner.

### **DON'Ts**

- Don't drive over your tank and/or drainfield or compact the soil in any way.
- Don't dig around the tank or drainfield, or build anything over it, and don't cover it with a hard surface such as concrete or asphalt.
- Don't plant anything over or near the drainfield except grass. Roots from nearby trees and shrubs may clog and damage the drain lines.
- Don't use garbage disposal, or at least limit its usage. Disposals increase solids loading to your tank by 50%, so you have to pump your tank more often than normally suggested.
- Don't use your toilet as a trash can or poison your system and the groundwater by pouring harmful chemicals and cleansers down the drain. Harsh chemicals can kill the bacteria that help purify your wastewater. Other items that **should not be flushed** are:
  1. coffee grinds
  2. disposable diapers
  3. Sanitary napkins
  4. cigarette butts
  5. fats, grease, oil
  6. paints
  7. thinners
  8. photographic solutions
  9. antibiotics
  10. dental floss
  11. kitty litter
  12. tampons
  13. condoms
  14. paper towels
  15. varnishes
  16. waste oils
  17. pesticides
- Don't put in a separate pipe to carry wash waters to a side ditch or the woods. This graywater contains germs that can spread disease. Use a laundry system.
- Don't waste money on septic tank additives. The bacteria needed to treat wastewater are naturally present in sewage. Additives can resuspend solids causing your drainfield to clog. Additives do not eliminate the need for routine pumping of your tank.
- Don't allow backwash from home water softeners to enter the septic system.
- Never enter a septic tank—toxic gases from the tank can kill. If your system develops problems, get advice from your county health department or a licensed septic tank contractor.

When you are ready to move, the following will be required:

#### **Cleaning:**

Have the property clean throughout the interior and the exterior.

This also includes vinyl or tile floors, windows insides and out, window sills and door casings, mini-blinds, wiping out drawers and shelves, appliances, stove pans, sinks, toilets, bath tubs, showers, vanities, light fixtures, fireplaces, removal of cobwebs inside and out, etc.

Normal "wear and tear" is not a dirty property.

#### **Carpet Cleaning:**

Carpets must be professionally cleaned at move out.

You will be charged 100% at all times, if you have had pets and/or you have soiled carpets exceeding normal wear and tear.

DO NOT rent machines, use home cleaning machines, or employ chemical cleaning companies. Only professional steam cleaning is accepted.

Call for a recommendation from Legends Realty to receive reasonable rates on carpet cleaning.

If you hire another carpet cleaner, the carpet cleaner must guarantee their work to the satisfaction of Landlord and/or Landlord's Agent, and a receipt is required prior to the walk through inspection.

Tenants please note: Legends Realty will not reimburse for any carpet cleaning contracted by tenants.

#### **Draperies:**

Do not wash draperies.

You are not expected to dry clean draperies unless:

You have caused excessive soil or allowed water damage from open windows.

You have not been using the draperies provided and/or have not kept them in good condition.

Replace:

Light bulbs, filters, smoke detector batteries, doorstops; these items must be IN PLACE OR WORKING to avoid charges

Change the filter just before you vacate the property.

Pest Control:

If you have a pet, leave an adequate supply of insect foggers. The minimum required is four (4) foggers. If you have three bedrooms, two baths, and 2-car garage home or larger, you must supply a minimum of six (6) foggers.

If you do not have a pet, you do not need to supply foggers unless you have not been exercising minimum insect control.

If a property is found loaded with ants, spiders, fleas, cobwebs, etc., you can incur pest control charges.

All foggers must be left unopened and given to agent during walk through inspection. Legends Realty will place and discharge them after the walk-through.

Landscape

The outside area is to be neatly mowed, trimmed, pruned, fertilized, and watered for outside areas that apply in your rental contract. Remove all trash, debris, and grease.

Pick up any animal droppings whether you have an animal or not.

Trash

If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away at your expense.

Place all other trash within the appropriate trash receptacles for normal trash removal.

Painting

**We request that you do not spackle, putty, or touch up paint unless sure the paint will match.**

Charges can occur if unnecessary painting is required due to tenant painting.

Charges for painting depend on whether it exceeds normal wear and tear, and the length of time in the property.

Cigarette/Cigar/Pipe or other such smoke related items:

If smoking is permitted it should be in a reasonable manner but TENANT understand and agrees that if in the opinion of the LANDLORD or AGENT there is evidence of smoke related damage. Tenant agrees to be responsible for such damage and the costs of repairing the damage and smoke odor eradication. Smoke related damage shall not be considered ordinary wear and tear.

If smoking is NOT permitted inside the premises by TENANT, guest or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement.

ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The undersigned tenants understand and acknowledge receipt of the Legends Realty. Maintenance Instructions. The instructions are Attachment A to our Rental Agreement.

{Unit.Address}

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Interpreter \_\_\_\_\_

Date: \_\_\_\_\_

Legends Realty AGENT \_\_\_\_\_

RE: {Unit.Address}

Congratulations!

Your application has been approved. We look forward to having you as our tenant(s). Your leasing agent should have given you an appointment to sign your lease upon acceptance of your application. In the event you do not have an appointment with your leasing agent please call us on receipt of this letter.

Our regular office hours are 9:00 a.m. to 5:00 p.m. Monday through Friday. The office is not open on weekends. The office phone number is 407-333-1010 .

Upon executing your lease your good faith deposit shall be applied to the required security deposit with (1) exception, on all properties over the monthly rental amount of \$800.00 the good faith deposit is disbursed as follows: \$50.00 will be applied to filming of the property and \$50.00 will be applied to an administration fee. Balance of the good faith deposit will become tenant(s) security deposit

Your good faith deposit, if paid by personal check will need to be replaced with a cashiers check or money order. ACH withdrawal is available for monthly rental payments. Please contact office for more information.

PLEASE NOTE YOUR FIRST MONTHS RENT IS TO BE PAID IN MONEY ORDER OR BANK CHECK. NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED. YOU MAY WISH TO INQUIRE ABOUT OUR DIRECT MONTHLY WITHDRAWAL OF YOUR RENT INSTALLMENT.

Your rent is payable with a personal check (after the initial rent of the 1st months occupancy) up and through the close of business on the 1st day of the month. If paid after the close of business on the 1st only Money Order or Cashiers Check will be accepted. Weekends and holidays do not make this policy exempt. Please make sure your name and address are on your check or money order so that your payment can be properly credited to your account.

Many of our tenant(s) choose to pay their rent through internet banking. If you choose this as a payment option the bank check must reach this office no later than the 1st of the month. If paid after the close of business on the 1st only Money Order or Cashiers Check will be accepted. Weekends and holidays do not make this policy exempt. Late fees are assessed at close of business on the 4th day of the month. Please be sure you give your bank the appropriate date to get your rent received within the grace period.

Sincerely,  
Legends Realty

Utilities are to be in your name. Please have the change over done by the date of your move-in. Any utilities or services not in your name are subject to be discontinued without notice. Utility numbers are provided as a courtesy. You may also look at the website [www.centralrentals.com](http://www.centralrentals.com) for additional utility numbers. If any of the numbers are incorrect please call our office so we may update our list.

Community mailbox keys (in most communities) can be obtained by calling the post office assigned to your property. No numbers are available.

## TENANT INFORMATION

THANK YOU for renting through Legends Realty. It is a pleasure to welcome you as our tenant. The properties we manage are kept in a clean and well-maintained condition. This may be what attracted you to the property at {Unit.Address}. Our aim, on behalf of the owner of the property, is to give you quality property management service. In return we look forward to your being a responsible tenant who pays the rent on time, takes care of the property, and enjoys the place you have rented. We believe that if you are familiar with some of your obligations and responsibilities, most misunderstandings will be avoided and consequently, a better relationship will be established between us.

We are managers for the owners of rental properties and bound by legal contracts with them, as well as with our tenants.

We believe we can best serve the interest of the owners by offering complete, courteous, and prompt service to you, the tenant. However, both parties to any lease or rental transaction have certain obligations and responsibilities. You are requested to read your lease agreement. We will be happy to answer your questions.

**SHORT TERM LEASE:** In the event you are entering into a Short Term Lease (less than one year), you have been charged a Short Term Rental Fee of \$750.00.

In the event you are entering into a one-year lease and require early termination of your lease, we will assist you in finding a new tenant. You will be charged a one time secure tenant fee of \$750.00, plus all advertising costs involved in marketing the property and the full rent until the property has been re-rented. All terms and conditions of your lease during this period will still apply. We also offer a LEASE BUY-OUT please request more information from our office.

**MOVE-IN CONDITION SHEET:** You are requested to complete a Move-in-Condition form, which is to be returned to us within 10 days. This form is used to evaluate the condition of the property when you move in, and will also be used as a reference when you move out. This does not apply if you are currently renewing.

**OCCUPANCY AND ROOMMATES:** If you are renting the premises with other Tenants, remember that you are each jointly and severally responsible for the entire Lease Agreement. Do not incorrectly assume that if you pay "your" part of the rent then you are relieved from any further responsibility. The rent is one amount. It is not divided up and apportioned to each Tenant individually. If one Tenant causes default, the consequences can affect all other Tenants. If you desire to have additional persons live on the premises you should contact your property manager first. As per guidance from the United States Department of House and Urban Development (HUD), maximum occupancy is two persons per bedroom.

Also, a separate application is required for each adult, 18 years of age or older, intending to occupy the premises. Any new applicant must be qualified just as you were. If an occupant vacates the premises during the term of the lease, they and/or any remaining Tenants should immediately notify the Management office in writing of this change. This could affect how the security deposit is held or later how it is disbursed.

**EMERGENCIES:** Occasionally you will need to contact your property manager when the office is not open. You should call the office number, 407-333-1010 and choose the emergency option, and then leave your message. As soon as you hang up the phone, an on-call person will be paged and will return your call shortly. Help is only a phone call away. However, not every problem can be solved immediately. You have a responsibility to take reasonable steps to protect not only your personal property, but also the owner's property until additional help arrives.

Example 1: If your refrigerator quits cooling, it is your responsibility to take steps to protect your personal items - i.e. food, medicines, etc. - from spoiling. The owner's liability insurance will not cover your loss. Call the office immediately, but do not assume that a service call will be made within a few hours. It may take longer to have the appliance repaired or replaced.

Example 2: If you have a flood resulting from an air conditioner drain - i.e. water pipe leak or sewer line backup - it is your responsibility take reasonable steps to keep the problem from getting worse: turn off the AC system, shut off the water, don't continue putting water etc. into the sewer. Also, do what you can to protect your personal property from damage. The owner's liability insurance will not cover your loss.

If you have questions about what to do, it is better to call us than not to call.

**INSURANCE:** Neither the Owner's nor Management's liability insurance covers you or your personal property. You are responsible for obtaining renter's insurance to protect you and your property. Refer to examples above under "Emergency".

**PAYMENT POLICY:** All payments due to Legends Realty should be made by Money Order or Cashier's Check after the closing of business on the 1st. If a personal Check has been returned for any reason, Legends Realty reserves the right to insist that payments be made by Cashier's Check or Money Order ONLY. We reserve the right to refuse Third Party Checks. Post-Dated Checks are not accepted.

SECURITY DEPOSIT: Your security damage deposit is made by you to indicate good faith that you will abide by all covenants of the lease agreement. If you do not fulfill your part of the contract, the deposit will be used to reimburse the owner for any loss suffered. If the deposit should be inadequate to cover the loss, you will be billed for the balance. Your security damage deposit is not to be used for the last month's rent. If there is no intention to impose a claim on your security it will be returned to you within 15 days from the end of your lease and vacating of the premises. The premises must be returned in the same condition as it was rented. In the event that damage was caused to the property, its contents, appliances or landscaping or if your cleaning deposit was not sufficient to cover the cost of cleaning, you will be notified by certified mail within thirty days of our claim on your security. To insure full return of your security damage deposit the following conditions will apply:

- A) You are responsible for above normal wear on the property.
- B) Lawn mowed, rubbish removed, burnt out bulbs replaced (in the case of vanity lights should be the original size color and wattage). Air conditioner filter cleaned or replaced.
- C) The property is to be returned cleaned. The carpets are to be professionally cleaned. If you do not comply the mandatory deposit clause for cleaning will apply. In this event this office must be given the time for scheduling this job within your vacating the property. Please note the mandatory charge is minimal. If the condition of the property warrants more than this amount you will be charged. If the cleaning is done after you vacate you will be charged for the utility and rent till cleaning is complete. Please act accordingly not to incur a greater charge.
- D) No damage to the property, its contents, appliances or landscaping through misuse or maliciousness.
- E) In general the property is to be left in the same clean and well-maintained condition, as when you rented it.
- F) Property will be checked out only after you the tenant has vacated and the keys have been returned. During the term of your lease you will be required to take normal care and perform normal maintenance on the property and its equipment.
- G) The refrigerator coils are to be vacuumed, some models have coils on the back, some models have coils at the bottom under the plate, by keeping these areas clean the unit will run quieter and you will save on electric cost.
- H) The air conditioner contains one or two filters. It is your responsibility to keep these filters clean. They must be removed and cleaned or replaced at least once a month; this will save you money on your electric bill and save the unit unnecessary repair.
- I) You must keep your drains (including toilets) free of grease, lint, sanitary products, foreign objects (ex. toys, tools, paint etc...) or food, which can clog them if they are not flushed out occasionally with a good chemical drain cleaner. In the event of garbage disposals, only liquid drain cleaner, which is recommended for use on garbage disposals, may be used. The owner will pay for only stoppages that are caused by faulty construction, such as mortar or stones in the sewer, or by tree roots.
- J) Your garbage disposal may at times need to be reset. This may happen if too much food is put down the drain at once without enough running water. The reset button is generally on the side or the bottom of the unit and should be pushed in. If this does not start the unit use a self-servicing disposal wrench, (obtained from any hardware store), to give it half a turn, (in bottom hole).

PETS: Keeping pets on the premises is not a right, it is a privilege. There must be written permission through the Management office for a specific pet. Otherwise pets are expressly prohibited. Do not assume that if you decide you want a pet, all you have to do is pay the pet fee and you may have a pet. Pets are permitted only on certain premises at the sole discretion and approval of the owner/landlord. If you desire to have a pet, contact your property manager first and he/she will inquire to the owner if permission will be granted. If permission is granted, you will have to sign a Pet Agreement and pay the appropriate fees. If permission is denied, you cannot have a pet on the premises. Having a pet on the premises without permission could be grounds for termination of your lease.

Please note if there is an overhead crawl space on the premises, this should not be used for storage, as it is not meant to hold weight upon it.

We do report to the local credit bureau of any unpaid charges, skips and evictions

Please keep this information with your lease. Do not hesitate to ask questions we prefer to have a clear understanding at the onset than to have a misunderstanding later.

Tenant acknowledges receipt of Tenant Handbook \_\_\_\_\_ initials.

Date \_\_\_\_\_

Tenant(s) \_\_\_\_\_

\_\_\_\_\_ Property does not require a Lead Based Paint Disclosure

\_\_\_\_\_ Property requires Lead Based Paint Disclosure, built prior to 1/1/1978

Property Manager Signature: \_\_\_\_\_

AMENITIES AND CONSTRUCTION ADDENDUM

It is agreed and understood by all Tenant(s) that all amenities on the premises IF ANY EXIST NOW AND IN THE FUTURE including but not limited to balconies, patio(s), pool(s), hot tub(s), fitness center(s), gas grill(s), business center(s), tennis court(s), activities center(s), clubhouse(s), playground(s), playground equipment(s), cable, internet, gates or any other as specified herein for Tenant(s)' use may be altered, may become inoperable, unusable or out of service for the purposes of repairs, damage by storms or acts of God or man, rendered unusable or removed at any time without notice and without consent of the Tenant(s). Tenant(s) agree to hold owners, their agents and assigns, harmless for any liability arising from the alteration, removal or failure to be able to use any and all amenities. It is understood by all parties that this agreement has been entered into with good consideration and that it has been read in its entirety.

Amenities for the purpose of this addendum may also include and are not limited to:

\_\_\_\_\_

Tenant(s) understand that repairs or upgrades to the premises may possibly be made and agree to hold the owners, management, agents, employees and assigns harmless for the absence of or the delay in the availability of any amenities which may have been advertised, appear on any advertising materials, existed at the time of move-in or represented to by any of the staff. Tenant(s) agree to hold the owners, management, agents, employees and assigns harmless for any inconveniences, including but not limited to noise, construction traffic, dust, construction equipment, temporary utility outages, etc., and agree that they cannot break their lease, withhold rent or receive a rent abatement because of any construction problem and/or the lack of amenities unless otherwise agreed to in writing.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
RESIDENT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
RESIDENT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
RESIDENT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
RESIDENT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
MANAGEMENT

FORM PROVIDED BY:

DIRECT WITHDRAWAL RELEASE CONTENTMENT FORM

Monthly Basis Direct Withdrawal:

During my tenancy for my monthly rent installment of {Tenant.Rent} plus the ACH fee of \$2.00 equaling \$\_\_\_\_\_. This will be effective for the term of my lease starting \_\_\_\_\_ and ending with my written notice to vacate the property.

Withdrawal will be on the \_\_\_ 1st \_\_\_ 2nd \_\_\_ 3rd \_\_\_ 4th day of each month (Please select one) This is the date that the ACH will hit your bank.

Date of withdrawal approved \_\_\_\_\_. Office initial's \_\_\_\_\_

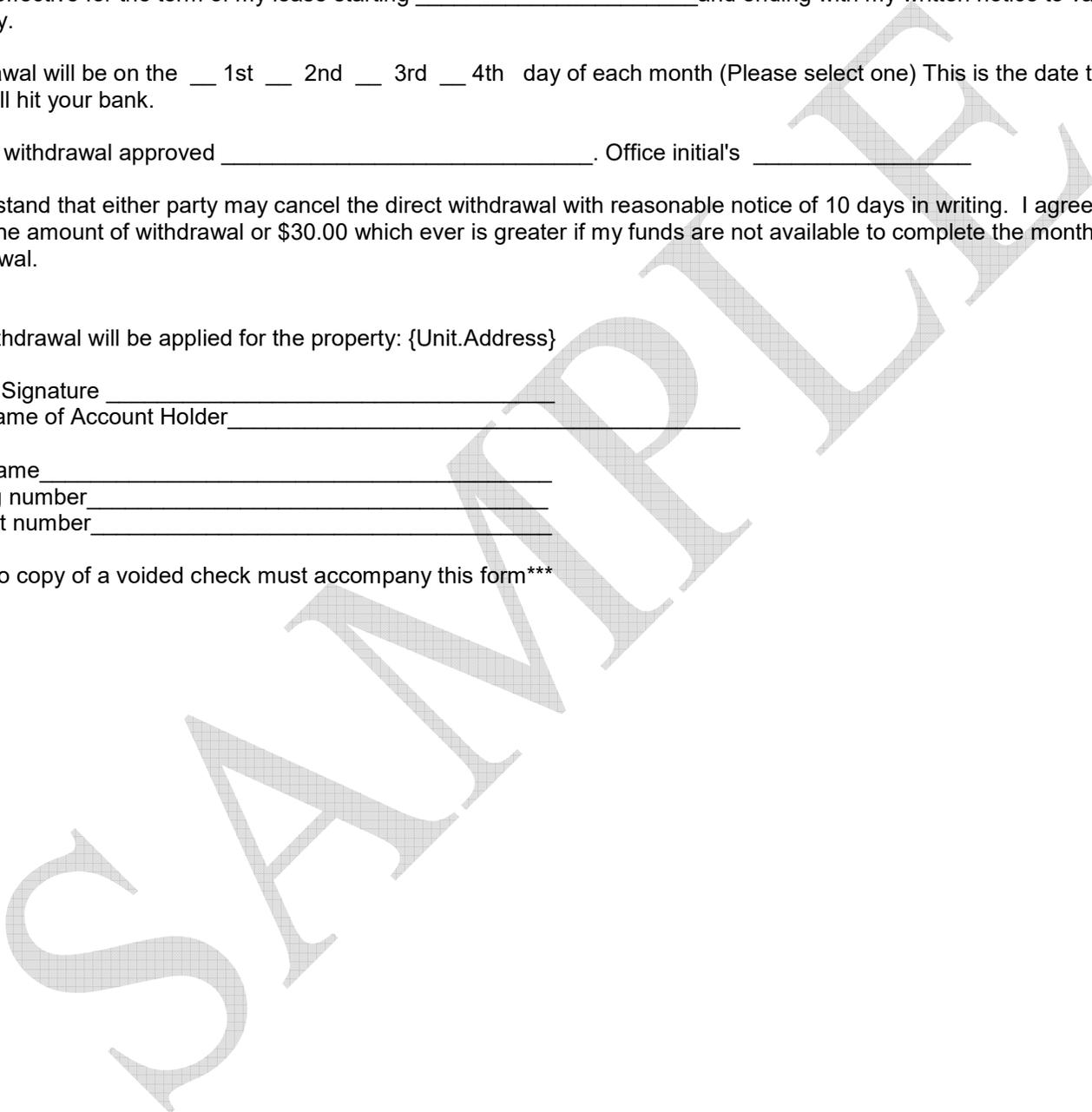
I understand that either party may cancel the direct withdrawal with reasonable notice of 10 days in writing. I agree to pay 5% of the amount of withdrawal or \$30.00 which ever is greater if my funds are not available to complete the monthly withdrawal.

This withdrawal will be applied for the property: {Unit.Address}

Tenant Signature \_\_\_\_\_  
Print Name of Account Holder \_\_\_\_\_

Bank name \_\_\_\_\_  
Routing number \_\_\_\_\_  
Account number \_\_\_\_\_

\*\*\*Photo copy of a voided check must accompany this form\*\*\*



PET ADDENDUM

Consent is hereby granted to {Tenant.Legal Tenants} (Tenant(s)) to keep the described pet(s) on the leased premises, {Unit.Address}, provided the below listed conditions are abided by:

1. Additional monthly fee of \$0.00 is added to the monthly rent as additional rent.
2. A non-refundable fee of \$\_\_\_\_\_ is paid by Tenant(s).
3. Additional security deposit of \$0.00 is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.
5. Pet(s) must be kept on a leash at all times while it is outside of the premises. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.
6. In the event any pet(s) have offspring, Tenant(s) will be in immediate breach of this agreement. All Pet(s) must weigh under the weight limit of \_\_\_\_\_ lbs. at all times.
7. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
8. Tenant(s) will be responsible for FULL replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

DESCRIPTION OF PET(S)

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_ LBS \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_ LBS \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ NAME \_\_\_\_\_ LBS \_\_\_\_\_

\_\_\_\_\_ TENANT \_\_\_\_\_ LANDLORD/AGENT

\_\_\_\_\_ TENANT \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ DATE