

Residential Lease for Single Family Home and Duplex

(For a term not to exceed one year)

(Not To Be used For Commercial, Agricultural, or other Residential property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (*) OR A BLANK SPACE (_____) INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERM AND PARTIES. This is a lease ("the Lease") for a period (the "Lease Term"), beginning xSTARTDATEx and ending xENDDATEx between Dana Ingram Gillette and Christopher Robert Gillette and xBOTHTENANTsx.

(In the Lease, the owner, whether one or more, of the property is called "Landlord". All persons to whom the property is leased are called "Tenant.")

II. PROPERTY RENTED. Landlord leases to Tenant the land and building located at, xPROPERTYDETAILx, together with the following furniture and appliances: xFURNITUREANDAPPLIANCEsx. [List all furniture and appliances. If none, write "none"] (In the Lease the property leased, including furniture and appliances, if any, is called "the Premises.")

III. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of xMONTHLYPAYMENTx each on the xDUEDATEx day of each month (including weekends and all holidays). (A "Rental Installment Period," as used in this Lease, shall be one month.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities (limited to sales taxes, if any). The amount of taxes payable on the beginning date of the Lease is xTAXAMOUNTx for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is xMONTHLYPAYMENTWITHTAXx. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash/preapproved electronic payment, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations. The Lease Payments must be paid in advance beginning xFIRSTPAYMENTDATEx.

IV. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease payments described above, Tenant shall pay the following: (check only those items that apply)

- X a security deposit of xSECURITYDEPOSITAMOUNTx to be paid upon signing the Lease.
- X advance rent in the amount of xADVANCERENTAMOUNTx for the Rental Installment Period of xADVANCERENTPERIODx to be paid upon signing the Lease. Extended Period Rent amount is N/A.
- X a pet deposit in the amount of xPETDEPOSITAMOUNTx to be paid upon signing the Lease. Monthly pet rent charged as additional rent in the amount of xPETRENTx is due in addition to the regular rental payments listed in Section III, above.
- X a late fee charged as additional rent in the amount of (a) \$75.00 for each Lease Payment made after 11:59:59 PM (local time) the date it is due, PLUS (b) \$25.00 per day for each Lease Payment made after 11:59:59 PM (local time) the date it is due.
- X a bad check ("bad check" is defined as any worthless or dishonored check including but not limited to checks that the bank will not cash at the counter for any reason, non-sufficient funds, uncollected funds, account closed, stop payment or invalid check) fees shall be charged to tenant's account as additional rent in the amount of the sum of (a) \$25.00 for check amounts between \$0.01 and \$50.00, \$30.00 for check amounts between \$50.01 and \$300.00, \$40.00 for check amounts between \$300.01 and \$800.00, and 5% of the check amount for any checks over \$800.00, PLUS (b) any bank fees charged to landlord for the bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay any or all future Lease Payments in cash or by money order. A bad Lease Payment check will also cause a late charge (see above) to accrue until that date when a cash, or equivalent payment is made. Each time that an invalid check returns, or fails to be paid will result in a fee which will be charged as additional rent.

Initials of Tenants: _____ Initials of Landlord: _____

- V. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent one of the following provisions apply:
- A. Landlord shall hold the money in a commingled interest-bearing or noninterest-bearing account in a Florida banking institution. If Landlord deposits the money in an interest-bearing account, Landlord must credit against the final account statement Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. If the annual interest paid to landlord is less than 1%, then no credit will be due to tenant; or
 - B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant, if any. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

- VI. NOTICES. Dana Ingram Gillette and/or Christopher Robert Gillette are Landlord's Agents. All notices to Landlord and all Lease Payments must be sent to Landlord's Agent at 17069 Gulf Pine Circle, Wellington, FL 33414 USA, unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent (written receipt required).

Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

- VII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises. A "NO SMOKING" RESTRICTION APPLIES TO THE PREMISES.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than seven (7) nights in any calendar month. Landlord's written approval is required to allow anyone else to occupy the Premises.

Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent (including, but not limited to, automobile/boat/trailer tires, automobile/boat batteries, or any actual motor vehicles including automobiles, motorcycles or the like).

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. Tenant may not install or allow to be installed any sporting or other equipment on the Premises including, but not limited to basketball backboards, skateboard ramps, trampolines, or similar equipment which when installed could be used in a manner causing injury to persons.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

Initials of Tenants: _____ Initials of Landlord: _____

VIII. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

A. Structural and Building Codes (Select 1, 2, or 3-this selection must be made.)

1. ~~Landlord shall have no maintenance responsibilities, including matters relating to building codes. Tenant assumes all risk for the condition of the Property, but Tenant has no obligation to repair.~~
2. Landlord will comply with applicable building, housing, and health codes relating to the property.
3. ~~If there are no applicable building, housing, or health codes, the person designated below agrees to maintain and repair the following items in a manner capable of resisting normal forces and loads. (fill in each blank space with Landlord or Tenant to show who will take care of the items noted. If an item is left blank Landlord will be responsible for the item.)~~

~~Landlord~~ _____ Roofs
~~Landlord~~ _____ Porches
~~Landlord~~ _____ Windows
~~Landlord~~ _____ Exterior walls
~~Landlord~~ _____ Screens
~~Landlord~~ _____ Foundations
~~Landlord~~ _____ Floors
~~Landlord~~ _____ Structural Components
~~Landlord~~ _____ Steps
~~Landlord~~ _____ Plumbing (kept in reasonable working order)

The Landlord shall not be required to install working smoke detectors on the Premises.

B. Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If an item is left blank, or is not listed, Landlord will be responsible for the item at his/her discretion (tenant is also responsible for damage arising out of lack of maintenance of those items that tenant is responsible for).

~~Tenant~~ _____ Smoke detectors, including batteries and periodic checks for correct operation
~~Tenant~~ _____ Extermination (including initial cleanout, if required) and/or removal of rats, mice, roaches, spiders, ants, bedbugs, bats, other wild animals (like raccoons) and all other such animals, insects, or rodents as determined by Landlord alone (EXCEPT wood-destroying organisms) when occupying any part of the property (inside or outside).
~~Landlord~~ _____ Extermination and removal of Wood-destroying organisms
~~Landlord~~ _____ Locks and keys
~~Tenant~~ _____ Clean and safe condition of outside areas
~~Tenant~~ _____ Garbage removal and outside garbage receptacles
~~Landlord~~ _____ Running water (limited to maintenance) and hot water (limited to maintenance)
~~Tenant~~ _____ Lawn and landscaping, including irrigation heads for sprinkler system and piping (as damaged); tenant is responsible for sod condition, meaning that sod coverage must be maintained.
~~Landlord~~ _____ Irrigation pumps and piping (repairs due to normal use)
~~Landlord~~ _____ Heat (limited to maintenance) and Air Conditioning (limited to maintenance)
~~Tenant~~ _____ Furniture, and Microwave(s), if any
~~Landlord~~ _____ Appliances (limited to xFURNITUREANDAPPLIANCESx)
~~Landlord~~ _____ Fixtures (limited to electrical and plumbing)
~~Landlord~~ _____ Pool and/or hot tub: pumps/motors, machinery, piping, if any.
~~Tenant~~ _____ Pool and/or hot tub: filters, normal chemical and/or cleaning services for these items, or any equipment for such normal chemical and/or cleaning services (Example: brushes, vacuum hoses, etc.).
~~Tenant~~ _____ Heating and air conditioning filters, coil cleaning, and condensate line clean-outs, ductwork cleaning; coil cleanings and condensate line clean-outs are responsibility of Tenant (in the event that filters were not changed at least four times per year)

Initials of Tenants: _____ Initials of Landlord: _____

Tenant Other: Cleaning of rain gutters; interior/ exterior repainting to original colors of any and all surfaces modified by tenant; Scheduling for and providing access to landlord-assigned third parties to perform required maintenance.

Not Maintained These items are accepted in "as-is" condition by Tenant and are not maintained by Landlord: Additional refrigerators (or any additional appliances); garage door openers/remotes/hardware; water/ice makers and/or dispensers; window treatments; ceiling fans with or without lights; alarm systems; microwaves; any and all screens - whether for windows, sliding glass doors, or patio screens; and/or patio screen doors.

Tenant's responsibility, if any, indicated above, shall not include major maintenance or major replacement of equipment.

Landlord's responsibility, if any, indicated above, shall include major maintenance or major replacement of equipment.

Major maintenance or major replacement means a repair or replacement that costs more than \$10.00 (ten dollars).

Tenant shall be required to vacate the Premises on seven days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

- C. Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall:
1. comply with all obligations imposed upon Tenants by applicable provisions of building, housing, and health codes;
 2. keep the Premises clean and sanitary;
 3. remove all garbage from the dwelling unit in a clean and sanitary manner;
 4. keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
 5. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.
- IX. UTILITIES. Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during this Lease except for N/A, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.). Tenant shall maintain electric and water utilities during entire term of the lease. Repairs to damage to the property caused by the tenant's cancellation of either electricity or water shall be charged to tenant. Under no circumstances will landlord be responsible for payment of any utility bills, even if caused by equipment failure or damage or neglect before, during or after tenancy, or before or after notification to landlord of a problem.
- X. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:
- A. At any time for the protection or preservation of the Premises.
 - B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
 - C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 1. with Tenant's consent; or
 2. in case of emergency; or
 3. when Tenant unreasonably withholds consent; or
 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

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XI. PROHIBITED ACTS BY LANDLORD.

- A. Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration (whether or not the utility service is under the control of, or payment is made by, Landlord).
- B. Landlord cannot prevent Tenant's access to the Premises by any means, including, but not limited to, changing the locks or using any boot lock or similar device.
- C. Landlord cannot remove the outside doors, locks, roof, walls, or windows of the Premises except for purposes of maintenance, repair, or replacement. Landlord cannot remove Tenant's personal property from the Premises unless the action is taken after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property. (For the purposes of this section, abandonment means Tenant is absent from the Premises for a least one-half a Rental Installment Period without paying rent or giving Landlord reasonable notice of Tenant's absence).

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

XIII. DEFAULT

- A. Landlord's Default. Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord's required maintenance obligations under Section VIII(A) or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

- 1. If Landlord's failure to comply makes the Premises uninhabitable and Tenant vacates, Tenant shall not be liable for rent during the period the Premises remains uninhabitable.
- 2. If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

- B. Tenant's Default. Tenant will be in default if any of the following occur:

- 1. Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.
- 2. Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.

3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after delivery of written notice to Tenant from Landlord specifying the default.

C. Waiver of Default. If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, or if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default.

XIV. REMEDIES AND DEFENSES.

A. Tenant's Remedies.

1. If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within 7 days, Tenant may withhold an amount of rent equal to the loss in rental value caused by the default. If Tenant's notice advises Landlord that Tenant intends to terminate the Lease if the default is not cured within 7 days and the default is not cured within the 7 days, Tenant may terminate the Lease.
2. If Tenant has given the notice referred to in subparagraph (1) above, and if Landlord has not corrected the default within 7 days, Tenant may, in addition to withholding the applicable amount of rent, file a lawsuit in county court to require Landlord to correct the default and for damages.
3. If Landlord's default makes the Premises uninhabitable, and if Tenant has given Landlord a notice describing the default and informing Landlord that Tenant intends to terminate the Lease, then if Landlord does not cure the default within the 7-day period, Tenant may terminate the Lease at the end of the 7 days.
4. If Landlord violates the provisions of section XI, Landlord shall be liable to Tenant for actual and consequential damages or 3 months' rent, whichever is greater, for each violation.

B. Landlord's Remedies.

1. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord also may recover double rent for the period during which Tenant refuses to vacate the Premises.
2. If Tenant defaults under the Lease by failing to pay rent, as set forth in section XIII(B)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in sections XIII(B)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
3. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premises as provided by law.
4. Landlord shall not recover possession of the Premises except:
 - a. in a lawsuit for possession;
 - b. when Tenant has surrendered possession of the Premises to Landlord; or
 - c. when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half a Rental Installment Period, the rent is not current, and Tenant has not notified Landlord, in writing, of an intended absence.
5. If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:

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- a. treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;
 - b. retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; or
 - c. do nothing, and Tenant will be liable for the rent as it comes due.
6. If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties Landlord owns or has the responsibility to rent.
- C. Other Remedies. Each party also may have other remedies available at law or in equity.
- D. Defenses. In a lawsuit by Landlord for possession of the Premises based on nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may assert as a defense Landlord's failure to perform required maintenance, as set forth in Section VIII(A) above. Landlord's failure to provide elective maintenance, as set forth in Section VIII(B) above, shall not be a defense to any lawsuit by Landlord for possession of the Premises unless otherwise provided by the Lease or applicable law. Tenant may also raise any other defense, whether legal or equitable, that Tenant may have, including the defense or retaliatory conduct.
- E. Payment of Rent to Court. In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.
- F. Attorney's Fees. In any lawsuit brought to enforce the Lease or under applicable law, each party shall pay its own court costs and attorney's fees.
- XV. ASSIGNMENT AND SUBLEASING. Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease. Airbnb and other short-term rentals are not allowed. Advertising the property on listing sites that offer short-term rentals is not allowed. Under no circumstances may either the entire property or any portion of the property be rented or leased as a short term or nightly rental. Any violation of these terms shall constitute an immediate breach of the lease.
- XVI. RISK OF LOSS. Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.
- XVII. SUBORDINATION. The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
- XVIII. LIENS. Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

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- XIX. APPROVAL CONTINGENCY. The Lease may be conditioned upon approval of Tenant by the association that governs the Premises, if any.
- XX. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but no renewal may extend the term to a date more than 1 year after the Lease begins, unless specifically agreed to by both parties.
- XXI. MISCELLANEOUS.
- A. Time is of the essence of the Lease. Times listed in this Lease are in local time to the premises leased.
 - B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular numbers shall include the plural or singular and the use of any gender shall include all appropriate genders.
 - C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
 - D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
 - E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
 - F. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
 - G. Landlord and Tenant will use good faith in performing their obligations under the Lease.
 - H. As required by law, Landlord makes the following disclosure:
 "RADON GAS." 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.
 - I. Rent shall accrue from 12:01 AM of the earlier of the stated LEASE START DATE, or the date that Landlord surrenders possession of the property to the Tenant by virtue of the "Move In Inspection", and/or delivery of the keys. Rent shall accrue through 11:59 PM of the later of the stated LEASE END DATE, or the date that Tenant surrenders possession of the property to the Landlord by virtue of the "Move Out Inspection", and/or deliver of the keys.
 - J. Any and all fees (extra rent, late payment, returned check, garbage, damage, utilities, etc.) can be paid to Landlord at any time by the tenant to landlord as they become due, or before. Alternately, the landlord will deduct any unpaid fees for this lease, or any prior leases before the return of any security or other deposits. Failure by landlord to notify tenant of these fees does not exempt tenant from payment of these fees.
 - K. After tenant has surrendered possession of the property to Landlord by virtue of the "Move Out Inspection", and/or the delivery of the keys, landlord will, within thirty (30) days prepare a "Closing Statement" for review by tenant. This closing statement will include all charges (i.e. rent, fees, etc.) and all credits (i.e. payments, other credits, deposits, etc.) for the entire duration of the lease, or leases (for prior years). Once Landlord and Tenant are in agreement and have signed this closing statement, Landlord will pay tenant (in the event that the balance is in favor of tenant), or tenant will pay landlord (in the event that the balance is in favor of landlord) any balance due within five (5) days of delivery of the agreed to "Closing Statement".
 - L. GARBAGE FEES. For the period of the lease (pro rata for any portion thereof), tenant will owe to Landlord the amount of \$ 45.42 per month as garbage fee as additional rent. These amounts will be due upon notice from Tenant to Landlord of an intention to vacate the property, or xLASTLEASEDATEx, whichever is sooner.
 - M. SCHEDULE OF RENTAL INSTALLMENTS. As per the Lease, rental installments of xMONTHLYPAYMENTWITHTAXx will be paid in advance on the following dates: xRENTALPAYMENTSCHEDULEx (rental installment payments #1 - #11).
 - N. An advanced rental installment of xADVANCERENTAMOUNTx will be paid on xADVANCERENTDATEx or lease signing date, whichever is sooner, for the advanced rental period of xADVANCERENTPERIODx (rental installment payment #12). The advanced rental installment can NOT be applied as rent unless all amounts due to Landlord have been received by, or before, the start of the last rental period.
 - O. The security deposit of xSECURITYDEPOSITAMOUNTx will be paid on xFIRSTPAYMENTDATEx or lease signing date, whichever is sooner.

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- P. Total amount due landlord from tenant on xFIRSTPAYMENTDATEx or lease signing date, whichever is sooner (less commissions, if any): xTOTALPAYMENTATMOVEINx.
- Q. All payments to be made prior to or on move-in date will be in certified and cleared funds. All payments made are applied first to OLDEST rental payments and fees due, as determined solely by landlord.
- R. EARLY TERMINATION. Either tenant or landlord may terminate this lease by giving written notice (by certified letter) to the other party. In that notice the terminating party will state an "early termination date" (or "ETD"). Early termination date shall never be earlier than 75 days after written notice (by certified letter) from tenant to landlord or landlord to tenant is received. The lease cannot be terminated within 75 days of the end of the lease. During the period starting at tenant's notice of Early Termination and thirty days before the Early Termination date, all rental installment payments that come due will be due and owing. In the event that Tenant terminates the lease, a Termination Fee will be due and payable to Landlord as additional rent and will be computed as the sum of: (i) a normal monthly rental installment (or monthly equivalent) multiplied by the number of days remaining in the lease (from "early termination date" through end of lease) divided by 365, PLUS, (ii) other "unearned amounts" (including, but not limited to, real estate commissions paid, utility startup fees, landscaping fees, advertising fees, etc.) which will be computed by multiplying each "unearned amount" by the number of days remaining in the lease (from "early termination date" through end of lease) divided by 365, PLUS (iii) a flat fee of \$150.00, PLUS (iv) an additional fee of \$1,250.00 if the "early termination date" occurs in either of the months of October, November or December of any year. Regular rental installments are due and payable (or the prorated amounts) through and including the later of the surrender date, or the "early termination date".
- S. In the event that there is an extended rental period, either before the lease start date, or after the lease end date, all terms of this lease shall apply to both landlord and tenant during that period.
- T. This lease is accepted by the parties on the basis of representations contained in the "Rental Application" submitted to the Landlord by the Tenant for the purpose of inducing the Landlord to enter into this lease agreement. The landlord reserves the exclusive right to cancel this lease agreement and repossess the demised premises should any of the representations in the "Rental Application" be false, misleading, inaccurate or untrue. The landlord shall have the right to rely upon such "Rental Application", and said "Rental Application" is incorporated herein and by reference made a part of this lease agreement.
- U. The tenant agrees that during the three months prior to the expiration of the term of the lease, the tenant will permit the landlord or his agent to show the premises to persons desiring to rent the same with reasonable notice, and at reasonable times. Also, tenant agrees to the placement of yard signs at any time for the purpose of renting this, or other houses.
- V. In the event that tenant changes the keys/locks for the premises, tenant will immediately forward a minimum of five (5) key copies for each lock changed (unless all are keyed the same) to landlord at tenant's expense. In the event that all locks are not keyed the same, there will be a fee of \$75.00 charged as additional rent payable from tenant to landlord.
- W. Landlord will forward garage door remote openers to tenant when available. At the end of the lease tenant agrees to return the same number of garage door remote openers to landlord or pay landlord a \$50.00 fee as additional rent for each garage door remote opener not returned to landlord.
- X. At the end of the lease tenant agrees to return the property in a condition equal or better than move-in condition, in landlord's sole judgement, a fee as additional rent computed on all charges (cleaning, maintenance, repairs, utilities, etc.) incurred, plus pay landlord a 20 per cent management fee as additional rent computed on all charges (cleaning, maintenance, repairs, utilities, etc.) incurred including lost rent due to the fact that property is not in move-in condition, again in landlord's sole judgement.
- Y. Landlord may agree to, and Tenant may offer to pay rental payments in the form of "post-dated checks". A post-dated check being a check dated in the future. In the event, that for any reason, the Landlord causes these checks, or any other checks given to Landlord by Tenant, to be cashed or deposited, any bank fees or penalties incurred by Tenant will be paid by Tenant only.
- Z. Tenant agrees to pay a \$100.00 fee as additional rent to Landlord each time that the Landlord posts after the rental due date a "Three Day Notice to Quit or Pay".
- AA. Tenant agrees to pay a \$250.00 fee as additional rent to Landlord if the tenant has installed an FPL "ON CALL" electric control mechanism.
- AB. Tenant hereby voluntarily releases, forever discharges, and agrees to hold harmless, indemnify and defend Landlord and its agents, successors, heirs, from any and all liability, claims, damages, demands, costs or expenses (including reasonable attorney's fees and other defense costs), actions, or rights of action, which are related to, arise out of, or are in any way connected with (i) pets belonging to tenant, pets belonging to guests, pets belonging to agents or pets belonging to vendors, whether pets are confined or not, or (ii) any negligent acts or omissions of Landlord, or (iii) any negligent act

Initials of Tenants: _____ Initials of Landlord: _____

or omission by Tenant or its guests, agents or vendors, or (iv) any breach or default by Tenant in the performance or observance of its covenants or obligations under this Lease; in all cases, the Landlord and Tenant agree that any granting of any claim against Landlord will be limited to the total value of the rental payments made by Tenant to Landlord during the lease period.

- AC. Consequential Damages. Notwithstanding any other provision of this Lease, and to the fullest extent permitted by law, neither the Tenant nor the Landlord, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Tenancy or to this Lease. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Tenant and the Landlord shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this tenancy.
- AD. Tenant agrees that premises will not be used to operate any business unless agreed to by Landlord and a written agreement, signed by both parties exists. Strictly prohibited businesses include, but are not limited to a day care center, or a residence center for any persons of any age.
- AE. Tenant agrees that from time-to-time tenant may be noticed by either landlord or the local code enforcement authorities of code violations, and/or inspections. Landlord, at his own discretion, may further determine that first time or repeat code enforcement notices are due to inaction of the tenant to remedy those code violations that landlord has determined are the fault of the tenant (and so noticed in writing). Landlord and Tenant agree that as such, tenant will reimburse Landlord in full for any remedies paid for by landlord (as additional rent), plus any and all fines incurred by landlord due to these repeat violations and plus a charge of \$100.00 for each such repeat violation, all fines are due to Landlord as additional rent. Also, in the event that any inspection is required and/or scheduled by any governing jurisdiction that requires access to the premises, that the tenant will provide such access and if not the tenant shall be responsible for any fees, or fines imposed due to the lack of such access, all due to Landlord as additional rent.
- AF. Tenant and Landlord may have entered into leases for the premises for other prior lease periods. As such, and in the event that these prior leases for the property resulted in unpaid rental payments, or any other type of unpaid fees, or unpaid costs, Tenant agrees that those unpaid rental payments, or any other type of unpaid fees, or unpaid costs become unpaid rental payments under this lease, immediately due and payable upon the signing of this lease.
- AG. Pets may pay rent as well as humans. Total maximum weight of all pets is 50 pounds; the local municipality may have city wide limits on the types of pets, plus the total number allowed (i.e., 2 dogs maximum of any weight). Pet rent is normally \$1.00/pound/month with a minimum of \$25.00/month per pet. All pets must be pre-approved. Unapproved pets will be rent-charged back to the first day of occupancy of the humans.
- AH. Any and all late fees (or other fees, at Landlord's sole discretion) that are forgiven, or credited back, are subject to recharging to the account due to the condition of the property at move-out in the sole determination of Landlord.
- AI. Any accord, satisfaction, conditions or limitations noted by Tenant on or in any rental payment shall be null and void.
- AJ. Tenant agrees that it is their sole responsibility to obtain and maintain, at their sole expense, during the Term of the Lease and any subsequent renewal periods, insurance policies for any and all losses, including liability, which provides limits of liability to parties who may make claims against tenant and/or landlord in any amount.
- AK. Tenant shall complete a Move-in/Move-out Form at initial Move-in and return it to Landlord within one week of taking possession of the Unit. As part of completing the Move-in/Move-out Form, Tenant must test all smoke detectors. As described and agreed elsewhere, the condition, absence or presence of any or all smoke detectors is the sole responsibility of Tenant. Tenant hereby acknowledges that the purpose of the Move-in/Move-out Form is to document the condition of the Unit at initial Move-in. Tenant is responsible for keeping a copy of the Move-in/Move-out Form signed by Landlord or Landlord's representative. If Landlord does not receive a tenant-signed Move-in/Move-out Form within the time given, Tenant shall be deemed to have acknowledged that there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excepted.
- AL. Tenant assumes full responsibility for items furnished by Landlord and agrees to return them to Landlord at the time of vacancy in as good condition as when Tenant received them, reasonable wear and tear excepted. Tenant shall not remove any of Landlord's furniture, fixtures or appliances from the premises since the initial Move-in without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall be responsible for all loss, breakage, or other damage to furnishings and appliances.
- AM. Landlord and Tenant must send any notices by: (1) email messaging using Landlord's electronic messenger system ("EMS"), or (2) pre-paid postage via certified or registered mail or nationally recognized overnight courier (e.g., FedEx)

Initials of Tenants: _____ Initials of Landlord: _____

only, or (3) if by Landlord, delivery and/or posting at the property. "Text messaging" or "texting" or "voice mail" shall be deemed ineffective notice.

- AN. Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within premises or any area of the Premises. Bar-b-que grills are allowed when operated outside of the building(s). Landlord will not be responsible for any damage resulting from the use of such items.
- AO. All payments made by tenant to landlord, for any reason, and at any time, will be credited to tenant's account and under no circumstance will be returned to tenant until after tenants vacate Premises.
- AP. Tenant will supply a list of all non-tenant adults (over the age of 18) at the time that those non-tenant adults begin non-visitation residency at the Premises. Included in this list will be copies of the current non-tenant adult's valid driver's license for identification purposes. Tenant agrees that any and all actions taken by these non-tenant adults will be the responsibility of the Tenant, and Tenant shall indemnify Landlord against any claims due to their occupation of the Premises.
- AQ. Installation of satellite dishes is allowed if: (a) the installation hardware is ONLY attached to the fascia board of the roof (and none of the installation hardware is attached to any other part of the roof, including, but not limited to, the roof tile/shingles, roof decking, roof joists, OR the installation hardware is done completely apart from the premises (Example: on a free post in the yard), AND (b) any installation wires/cables are either completely buried beneath the soil, AND (c) any installation wires/cables that enter the house ONLY enter the house through a stucco/masonry (CBS) wall, and NOT through an exterior wall made of wood. Tenant agrees to notify Landlord of a satellite installation to determine if one is allowed in the location and manner of installation that is being considered.
- AR. Return of Second Security Deposit: This lease MAY HAVE a provision for a second security deposit. Additional security deposits ("additional security deposits") will be returned to Lessees as follows: At the end of this lease in addition to other advanced deposits, or deposits, in accordance with those conditions set forth in Section XXI, (X), and the manner of the return of those deposits as outlined by Florida law. If Landlord and Lessors agree to RENEW the lease (or has a new lease with Lessors) after the end of the current lease, AND all twelve rental payments were paid on or before their respective due dates, then the additional month of security will be returned to Lessees on the last day of the previous lease period.
- AS. Electronic Records and Signatures: (a) The Landlord and Tenant may keep any paper record and/or electronic record of this lease, whether or not the tenancy is approved and entered into, AND (b) If this lease is created as (or converted into) an "electronic lease", both Landlord and Tenant consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws, AND (c) Landlord and Tenant intend to sign and have signed this lease either using an: electronic signature; or a written signature and agree that if a paper version of this lease is converted into an electronic lease, the lease will be an electronic record, and the representation of Landlord's and Tenant's written signature on this lease will be a binding electronic signature, AND Landlord and Tenant agree that the lease, if delivered or transmitted as an electronic record with Landlord's and Tenant's electronic signature, will be as effective and enforceable as a paper lease signed by Landlord and Tenant in writing.

Initials of Tenants: _____ Initials of Landlord: _____

The Lease has been executed by the parties on the dates indicated below:

Executed by Landlord:	
_____	_____
Christopher Robert Gillette	Date

Executed by Tenant:	
_____	_____
xTENANT1x	Date

Executed by Tenant:	
_____	_____
xTENANT2x	Date

Sample

LEASE – FLOOD DISCLOSURE

Notice to Parties and Licensees: This form **MUST** be filled out by the Landlord. If the Landlord and/or Tenant have questions about their rights or this addendum, they should consult legal counsel.

Florida Statute 83.512 requires a landlord to complete and provide a flood disclosure to a prospective tenant of residential real property **at or before** the time the lease or rental agreement for one year or longer is executed.

Landlord(s), Christopher Robert Gillette and Dana Ingram Gillette, provides Tenant(s) the following flood disclosure **at or before** the time the lease or rental agreement is executed.

Property address: xPROPERTYDETAILx

FLOOD DISCLOSURE

Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

1. Landlord **has no** knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.
2. Landlord **has not** filed a claim with an insurance provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.
3. Landlord **has not** received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.
4. For purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established watersource, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Landlord: _____ Date Signed: _____

Receipt of Flood Disclosure acknowledged by Tenant(s):

Tenant: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

ADDENDUM TO LEASE TO ALLOW LANDLORD OR TENANT TO ELECTRONICALLY DELIVER ANY NOTICES VIA E-MAIL ADDRESS

LANDLORD ELECTION:

Notices from a tenant may contain time-sensitive information about the tenant's housing. The election to receive notices from the tenant by e-mail is voluntary.

I, Christopher Robert Gillette and/or Dana Ingram Gillette, the landlord or the landlord's agent, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the tenant by e-mail. I designate the following e-mail address for receipt of notices from the tenant: cgillette@thehollyhockcompany.com

I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the tenant which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the tenant specifying the new e-mail address, which takes effect upon delivery of such notice.

TENANT ELECTION:

Notices from a landlord may contain time-sensitive information about a tenant's housing. The election to receive notices from the landlord by e-mail is voluntary.

Tenant(s), as listed in the Lease Agreement, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the landlord by e-mail. I designate the following e-mail address for receipt of notices from the landlord:

xTENANTEMAILx

I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the landlord which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the landlord specifying the new e-mail address, which takes effect upon delivery of such notice.

Landlord: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

Tenant: _____ Date Signed: _____

MISCELLANEOUS INFORMATION
CONTACT INFORMATION:

Make Checks Payable to: Chris Gillette

Chris' Office: (561) 628-7348 (7 days x 24 hours – with voice mail and texting)
Chris' EMAIL: cgillette@thehollyhockcompany.com
Home: 17069 Gulf Pine Circle, Wellington, FL 33414
(9:00 AM – 5:00 PM; 7 days)

Dana's Office: (561) 753-9723 (9 AM – 5 PM; weekdays)
(561) 308-0546 Dana's cellphone (7 days x 24 hours – with voice mail)
Dana EMAIL: danagillette@yahoo.com

Alexandra Gillette: (561) 889-6996 (Chris and Dana's daughter)
Hayley Gillette: (561) 818-0187 (Chris and Dana's daughter)

OTHER TELEPHONE NUMBERS (Note*: some information is ONLY relevant to Palm Beach County and Wellington):

EMERGENCY 911

- Palm Beach County Fire Department (NON-EMERGENCY ONLY) (561) 790-6101*
- Palm Beach County Sheriff's Department (NON-EMERGENCY ONLY) (561) 753-8547*
- Telephone..... att.com
- Cable TV AT&T is att.com; Comcast is Comcast.net
- FPL (electric power)..... fpl.com
- Solid Waste Authority (garbage/recycling; NEWBINS (866) NEW-BINS; swa.org) (561) 697-2700*
- Village of Wellington (water/sewer)..... (561) 791-4010*
- Village of Wellington WEBSITE <http://www.wellingtonfl.gov>*

My Preferred Vendors:

- Air Conditioning Heavenaire A/C (561) 791-1783
- Plumbing..... Landlord
- Electrical..... Wellington Electric (561) 798-8811
- Lawn and Landscaping:..... Sunsprout Landscaping..... (561) 753-7575
- Carpet Cleaning:..... Landlord
- Pool Service:..... Barefoot Pools and Spas (561) 642-7946
- Locksmith..... Jeff Gater / Gater Locksmiths (561) 793-4811
- Lawn Sprinklers Landlord
- Garage Doors..... Landlord

EMERGENCY AND SPECIAL PROCEDURES:

Fire (or other life-threatening event): Call 911.

Air Conditioning Condensate (water) Leaks: TURN AIR CONDITIONING OFF IMMEDIATELY to prevent property damage and report problem to landlord. Property damage caused by tenant will be repaired at tenant expense.

Central A/C units are not to be used if the outside air temperature drops below 70 degrees. Once the outside air temperature is below 70, water vapor can condense onto the coils and then freeze, possibly causing permanent damage to the air conditioner. Certainly, this problem is aggravated if the filter has not been changed in a while and is further aggravated the more the temperature drops. Frozen coils are usually the result of dirty air filters (please note that coil cleanings will be charged to tenant's account if landlord determines that cleaning is necessary due to unclean A/C filters). If freezing occurs please allow 6-8 hours to defrost, replace filters and retry.

Plumbing Leaks: TURN PLUMBER'S EMERGENCY VALVE OFF on outside of home to prevent property damage. This valve is a large hand valve (or gate valve) located on the building exterior usually about 12" – 20" off of the ground. Turn this valve full to one direction, or the other, whichever causes the water flow to stop. If you CAN NOT find this valve, turn the water meter valve off (in sidewalk meter box) using a small pair of pliers. You can call the water company **at any time** for emergency SHUT OFF. After water is turned OFF, report problem to LANDLORD.

Excessive use of UTILITIES (such as electricity or water): TURN OFF WATER OR ELECTRIC SERVICE TO HOME IMMEDIATELY and contact landlord. Under NO CIRCUMSTANCES will landlord be responsible for payment of any utility bills, even if caused by equipment failure or damage or neglect before, during or after tenancy, or before or after notification to LANDLORD of a problem.

PLEASE NOTE: In the event that you need to quickly contact LANDLORD, first call Chris' cellphone number, then his email, then his home phone. I try to return all calls within one day. If LANDLORD is out-of-town, he will be monitoring his voicemail (on cellphone) and email.

Initials of Tenants: _____ Initials of Landlord: _____

DOGS ALLOWED, DOGS NOT ALLOWED, AND OTHER PROHIBITED ANIMALS:

A dog must be 20-25 pounds maximum weight at full adulthood. No more than two dogs allowed and their total maximum weight at full adulthood must be less than 50 pounds combined. Tenant must understand that certain dog breeds that are not allowed (service animals excepted). Those include, but are not limited to:

Pit Bulls (American Terrier, Staffordshire Terrier, etc.)	Alaskan Malamutes
Rottweilers	Akitas
Chow Chows	American Staffordshire Terriers
Doberman Pinschers	Boxers
German Shepherds	Great Danes
Siberian Huskies	Wolf-hybrids
Perro de Presa Canarios. The Presa Canario breed came to the forefront when Diane Whipple was attacked and killed outside the door of her California apartment.	Any dog that has any of the above breeds in their lineage.

Landlord reserves the right to conduct a pet interview at any time. Any type of animal which may be (a) Either domesticated, or wild, which may be deemed (solely in the opinion of Landlord) as a nuisance or are dangerous, OR (c) those animals that may require special permitting (Examples: large birds, tigers, lions, ocelots, raccoons, snakes, Komodo Dragons, Monitors, Iguanas, skunks, opossums, squirrels, farm animals (“cows”, “pigs”, “horses”, “sheep”, “chickens”, etc.), animals normally thought of a “wild animals”, etc.), OR, (d) the keeping, caring, or fostering of any of these animals whether INSIDE or OUTSIDE the premises, OR (e) prohibited, or is restricted by municipal/county/state code, OR (f) any animal, or animals, that exceeds the total number of animals or total weight and/or types allowed by municipal/county/state code is prohibited. Landlord also requires that the total weight of all animals combined be less than 50 pounds. Special exceptions can be made for emotional or other support animals.

SPECIAL NEIGHBORHOOD RULES AND REGULATIONS:

Tenant must understand that certain neighborhoods (also HOAs, or home ownership associations) may have special rules and regulations. These might include parking regulations, regulations regarding items that can be placed in yards, etc. Landlord will attempt to alert tenant of these rules, but in the case where he does not, the landlord cannot be responsible for any fees, or fines levied on tenant from any authority. The tenant is encouraged to ask the local authority (authorities) for a copy of these rules and regulations. This includes watering restrictions which may be imposed from time to time (visit South Florida Water Management District website). The Village of Wellington* has specific rules regarding parking (*visit Village of Wellington website).

FREQUENTLY ASKED QUESTIONS (FAQs):

Q: Why are payments due on 10th of the month and not the start of my rental period?

A: This allows me to collect ALL rents on the same date. This reduces my costs, which are in turn passed on to my tenants in the form of reduced rents. If your start date is before the 10th of the month, then you actually pay your rent behind time; if not, you pay your rent slightly in advance. At move-out I will do ONE pro-ration of the rent (to the day) based upon when the move-out occurs. The bottom line is that you will pay 12 rental payments in one year.

Q: Why do I pay a garbage fee? Isn't that something that you pay with your real estate taxes?

A: I do pay all garbage fees with the payment of my real estate taxes. However, it is still a utility. The City of West Palm Beach, among many others, charges for garbage pickup on their water bills. The Village of Wellington* does not. If the Village of Wellington* ever starts collecting for garbage on their utility bills, I will, of course, immediately stop charging this fee.

Q: What kind of things do you charge me (as tenant) at move-out?

A: We look for “move-in condition” (same or better than your move-in). Regarding repairs, we look for normal wear-and-tear. That means that a hole in the wall (small, 1-2mm) for hanging pictures is OKAY; a broken window is not OKAY. A few spots in the lawn where the sod is not doing so well is OKAY; 1,000 square feet of dead sod is not OKAY (probably due to non-watering). Also, if you leave a significant number of items INSIDE of the property that must be thrown out, there is a charge for that. We look for the house to be in move-in condition for the next tenant, otherwise there may be a cleaning charge. There may be other charges and fees for late payments, returned checks, unpaid garbage fees, unpaid code violations, or fines assigned to the property (due to watering restrictions), termination fees and other fees as outlined in your lease. All of these charges will be charged as rent.

Q: Why is the cost of replacing a remote garage door opener so high?

A: This is not due to the actual cost of the opener. It includes the time to find, purchase and test a replacement opener. The tenant, of course, may elect to perform all of these actions and supply to the landlord at move-out a working, tested replacement opener at no cost to the landlord.

Q: Why isn't an air conditioning repair considered an emergency?

A: Air Conditioning problems should be promptly reported to the landlord. Repairs are scheduled with the repair contractor based upon availability during normal business hours (9 AM – 5 PM, Monday through Friday, holidays excluded). Under no circumstances will landlord reimburse tenant for any repairs done by any vendor for any repair unless it is approved in advance, and in writing. Air Conditioning repairs done after hours is very expensive and our lease rates do not allow us to effect repairs at those times. Also, landlord will not reimburse tenant for the base amount (or difference) in the repairs done outside of normal business hours (9 AM – 5 PM, Monday through Friday, holidays excluded). Typically, an A/C repair can be scheduled no later than the second business day (excluding weekends and holidays) following the first call reporting the need for a repair to the technician. PLEASE NOTE: If your A/C “coil” has frozen, you must NOT run the A/C. Turn OFF the A/C and run it on FAN ONLY to defrost the coils. No repairs can begin until AFTER all coils are free of ice.

Initials of Tenants: _____ Initials of Landlord: _____

Q: Why is there an Early Termination Fee?

A: Most landlords will charge the entire security deposit (or more) as an early termination fee. We don't. We prorate it depending upon how much of the lease year that you were in tenancy. The longer the tenancy, the lower the early termination fee (at lease's end, it's zero). We charge this fee because we like to keep our lease rates low. In this chart, we compare hotel room rates (the most expensive real estate you can live in, when computed to the square foot) to other types of real estate that you can rent (please note that this fee is charged as additional rent):

	Rent Amount	# Times/yr	Annual Rent
Room at Holiday Inn:	\$125.00	365	\$45,625.00
Square Footage:			300
Rent (/sq ft per year):			\$152.08
3/2 Single Family House:	\$2,200.00	12	\$26,400.00
Square Footage:			1800
Rent (/sq ft per year):			\$14.67
Commercial Office:	\$7,700.00	12	\$92,400.00
Square Footage:			3800
Rent (/sq ft per year):			\$24.32

Based upon square foot prices, you can see that a room at the local hotel is about 10 times more expensive than a rental on a single-family house in Wellington, Florida*. Also, we charge a pro rata share of those annual expenses (like real estate commissions and advertising, among others) that we should only have to pay once a year, and due to an early termination, might have to pay more than once a year. In summary, we are trying to avoid (with this fee) for someone to rent a house and purposefully stay for a short time.

Q: What about garbage pickup? (See * note on page 9 for remainder of this page)

A: We have four types of pickups in Wellington: trash (garbage), recycling, bulk trash and vegetation. All but bulk trash have automated containers that you can obtain (if they aren't on property) from Solid Waste (number is above) at no charge. Consult with the Village of Wellington website for times for pickups for the four types. Typically, we have two trash pickups per week and one pickup for each of the other three kinds of pickups. Some of the automated containers are available in different sizes at your option. In Wellington, all containers MUST be stored OUT OF VIEW when not placed on the curb for pickup (example: inside of garage). Also, there are times before and after scheduled pickups when you can place your containers OUT and then take them IN. Noncompliance can result in a code enforcement action, or worse, a fine to the tenant.

Q: Can you explain sprinkler system repair responsibilities?

A: The sprinkler system is completely checked before move-in. Any repairs that are required are done before move-in. In the event that tenant discovers broken system parts (including sprinkler heads and connector pipes), it is the tenant's responsibility to effect repairs. It is our experience that these types of repairs are caused by landscaper damage. Pump and timer repairs remain with the landlord. **VERY IMPORTANT:** Excess water usage, regardless of the cause (and regardless of when the tenant notifies landlord of any required repairs on pump and timer mechanisms) are always the tenant's responsibility. When in doubt, tenant can always turn the system OFF to prevent excess water usage. We would recommend that you observe the system in operation frequently to make sure that all parts of the system are operating normally.

Q: Can you explain what maintenance are the responsibility of tenant and landlord?

A: The lease specifically lists those items that are the responsibility of the tenant and landlord. For those items that the landlord maintains, please understand that we prioritize our maintenance. What this means is that if your kitchen faucet is leaking water all over the kitchen, that is a high priority item and we will deal with it quickly. However, if there is a sprinkler head in the backyard that is not functioning, then it will be dealt with on a scheduled basis (it may take a while). The tenant will appreciate this system when an urgent need occurs. Also, the landlord alone will decide on the priority. Finally, some items not listed in the lease may, at the landlord's discretion, not be repaired, or may be scheduled for repair after the tenant vacates.

Q: Can you explain what "additional fees charged to landlord by governing authorities" means?

A: Effective in 2015 the Village of Wellington has changed its policies regarding rental residential units. The new policy states that an annual fee of \$50 is due for each rental residential unit if and when uncorrected code violations result in a re-inspection (this is a per inspection fee). Some code violations are the responsibility of the Landlord (example: sidewalk pressure cleaning), some violations are the responsibility of the Tenant (example: under landscaping, the lawn is not mowed). In those cases where the Tenant is responsible and any fines or fees are assessed, the Tenant will be responsible for all of those fees. Also, in the event that the governing authority imposes a "registration" fee (currently not imposed), those fees will be charged to the tenant's account. The Business Tax Receipt (BTR) is an additional fee that is the responsibility of the Landlord on an annual basis.

Q: If I renew a lease, can you explain how the deposits work?

A: At renewal, your security and last month's payments "move" to the end of the new lease. That means that you will have to pay a rental installment during your current lease's last month. All payments continue to be due on the regular payment date.

Initials of Tenants: _____ Initials of Landlord: _____