85 & Sunny Property Management, Inc.

2295 W Eau Gallie Blvd • Ste A • Melbourne, FL 32935
(321) 254-1353

1. Residential Lease

1.1 WARNING: THIS LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS

IT IS VERY IMPORTANT TO READ THE ENTIRE LEASE CAREFULLY. A BOX () OR A BLANK SPACE ( ) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES. BY SIGNING THIS LEASE YOU ARE STATING THAT YOU HAVE READ ALL OF THE PROVISIONS OF THE LEASE, BEEN AFFORDED ADEQUATE OPPORTUNITY TO ASK ANY QUESTIONS YOU MAY HAVE ABOUT THE TERMS AND CONDITIONS OF THIS LEASE, THAT YOU ARE SIGNING THIS LEASE INTENDING TO BOUND BY ITS TERMS AND CONDITIONS AND THAT YOU HAVE DONE SO VOLUNTARILY.

PARTIES.

LANDLORD: <<Owner Name(s)>> ("Landlord")

TENANT: <<Tenants (Financially Responsible)>> ("Tenant")

PROPERTY RENTED:
<<Property Address>> ("Premises")

PERSONAL PROPERTY. <<Appliances Included>>, <<Additional Lease Information>>

TERM. Lease Start Date: **<<Lease Start Date>>** ("Start Date") Lease End Date: **<<Lease End Date>>** ("End Date")

RENT. Rent total amount: **<<Total Rent for Lease Term>>** plus applicable tax ("Total Rent Amount"). Monthly Rent Amount: **<<Monthly Rent>> plus** applicable tax ("Monthly Rent Amount")

MOVE-IN MONIES ("Move-In Monies").

First month's rent, plus applicable taxes **<<Monthly Rent>>** due **<<Lease Start Date>>**

Last month's rent, plus applicable taxes Last Month's Deposit due Last Month's Due Date

Security deposit ("Security Deposit") **<<Security Deposit Charges>>** due Security deposit break down and date due

Pet Fee ("Pet Fee") Pet Fee due **<<Lease Start Date>>**

Other Proration Amount due Proration Amount Due Date

PETS.

☐ NONE
☐ YES. **<<Pet Information>>** (Specify number of pets, type(s), breed, color, name, and maximum adult weight of pets, e.g. domestic dogs or *cats not to exceed the adult weight of 40 lbs.*)

KEYS AND LOCKS. Landlord shall furnish to Tenant:

Number of keys to the dwelling # of keys to the dwelling Number of keys to the mailbox # of mail box keys

Number of garage door remotes # of garage door remotes Number of keys to the pool # of pool keys

Number of keys to other items # of other keys. Please, specify:

USE OF THE PREMISES. The Number of adults adults and Number of children children, with Names: **<<Tenants (Financially Responsible)>>**, **<<Other Occupant(s)>>**. The Tenant shall be permitted to have only Number of automobiles automobiles on the Premises.

UTILITIES/SERVICES. Tenant shall be responsible for those items checked below:

- ☐ Electricity
- ☐ Water/Sewer
- ☐ Gas
- ☐ Pool
- ☐ Pest Control
- ☐ Lawn & bush service, including trimming, weeding, edging, fertilizing
- ☐ Internet
- ☐ Phone ☐ Trash and Garbage Collection ☐ Other: Utilities

HOA. Property belongs to HOA/COA

- ☐ YES
- ☐ NO .

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____
Initial Here

2. General Lease Information

2.1 REST OF THE LEASE

1.PARTIES. This is a lease agreement ("the Lease") made by and between Landlord and Tenant.

2.PROPERTY RENTED.

1. Subject to the terms and conditions set forth herein, Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the property a residential dwelling defined as Premises.
2. Tenant hereby accepts the Premises in an "As Is" condition. Tenant acknowledges that Tenant has inspected the property and is satisfied with its condition. Tenant agrees and understands that Landlord makes no warranties and disclaims all warranties, express or implied, including the warranty of habitability.

3.TERM.

1. The Lease begins on **Start Date** and ends on **End Date** ("Lease Term"), unless sooner terminated in accordance with the provisions of this document.

4.RENT. Tenant will pay Landlord and Landlord will accept the following sums as rent:

1. Base Rent.
    1. Amount. Tenant will pay Landlord rent for the term of this lease in the total amount of **Total Rent Amount** plus sales tax, if any, in equal monthly installments of **Monthly Rent Amount** in advance on the first day of each month.
    2. Late Fee. Rent is considered LATE if received by Landlord or Landlord's agent past 5:00 PM on the second of the month. After 5:00 PM on the second of the month, the Tenant will pay a fee of $100.00

in addition to the monthly rent. After twenty (20) days, delinquent rent shall bear an additional $50.00 late fee. These late fees will be considered additional rent due to Landlord.

3. Any monies paid by Tenant will be first applied to late fees, repairs, and outstanding bills, then to rents.
4. Late rent must be paid with a cashier's check or money order. No cash, ACH debit, and/or personal check will be accepted by Landlord or Landlord's Agent.

2. Additional Fees. The following will be deemed additional rent payable on the date that installments of base rent are due unless otherwise provided:

    1. All costs or charges to be borne by Tenant under this lease whether or not advanced by Lessor.
    2. Charges from Financial Institution. Tenant will pay twenty-five dollars ($25.00) plus any amount assessed by a financial institution for any of the following; insufficient funds, stop payment, account closed, or any other charge incurred or caused by the Tenant. The amount of any such fee will be the same as the fee assessed by the financial institution to the AGENT or OWNER.

        1. Tenant shall not pay rent by personal check or other uncertified funds for any month that an insufficient funds check was tendered by the Tenant in the previous month. Tenant will pay by certified funds such as cash, money order, or cashier's check for the month which incurred the insufficient fund charge as well as the following month. If at any time during the term of this lease Tenant issues more than one bad check, then all future rent shall be by cash, money order, or certified or cashier's check.

    3. Currency. All rent must be paid as provided in Section 4.3, below, in United States currency without demand, setoff, or deduction to Landlord's Agent. Should Tenant make payment with such a demand, setoff, or deduction, the Tenant will reimburse the Landlord or the Landlord's Agent for fees assessed, plus an additional penalty fee of twenty-five dollars ($25.00).
    4. Excessive Requests. If Tenant makes excessive, unsubstantiated or unnecessary calls and requests (e.g. any situation which results in the Landlord or Landlord's Agent being called to the property to address a complaint, concern or repair that is either not the responsibility of the Landlord, as determined by the sole discretion of the Landlord or Landlord's Agent, or that is in substantial working condition and in no need of fixing or being repaired or multiple calls on the same problem), resulting in a fee being assessed to the Landlord by the Landlord's Agent, then Tenant shall reimburse Landlord for the assessed charges.
    5. Posting of Notices.

        1. Tenant will be charged $25 for each 3-day notice that has been posted because of non-payment of rent. This fee is due and payable to the Landlord's Agent.
        2. Tenant will be charged $25 for each 7-day notice that has been posted because of violations of the lease other than non-payment of rent. This fee is due and payable to the Landlord's Agent.

3. Payment of Rent and Fees.

    1. Location of payment. Tenant will make all rent payments required under the Lease to 85 and Sunny Property Management, Inc. at 2295 W. Eau Gallie Blvd., Suite A, Melbourne, FL, 32935 or such other place or to such other person as Landlord or Landlord's Agent may designate in writing. All payments shall indicate the property address on the check's memo line.
    2. Amounts due prior to Occupancy.

        1. Tenant shall pay **Move-In Monies** in accordance with the provisions of this lease at the signing of the lease and prior to occupying the Premises.
        2. Upon clearance of all **Move-In Monies** due prior to occupancy and as outline above, Tenant may move in and obtain keys to the Premises on the agreed upon move-in date specified in this lease.

    3. Amounts due after Occupancy. Upon Tenant's occupancy, Tenant will pay all rents, fees, and any additional sums due to the Landlord or the Landlord's Agent, to the Landlord's Agent on the 1st day of each month. Any sums not paid in accordance with this provision will be subject to a late fee as defined in paragraph 4.1.2.

5.PETS.

1. No animal or pets shall be kept on the Premises without the prior written consent of Landlord. The payment of non-refundable fee per pet, pet fee, shall be paid to Landlord.
2. No nuisance pets, such as loud birds, or exotic pets, such as snakes, are allowed.
3. ONLY PETS SPECIFICALLY ON THIS LEASE AGREEMENT IS ALLOWED, AND SUCH PET MUST BE PRE-APPROVED PRIOR TO BRINGING THE PET ON THE PREMISES.
4. NO AGGRESSIVE BREEDS ARE ALLOWED, included, but not limited to Pitt Bulls, Rottweilers, Dobermans, Chows, Alaskan melamutes, great danes, St. Bernards, Akitas, wolf hybrids, presa canario's, Staffordshire bull terriers, and mixes containing any of these breeds.
5. A copy of veterinarian immunization records and breed listing is required before approval.
6. Pet must be kept on a leash at all times while outside the Premises. A PET IS NOT PERMITTED TO RUN LOOSE AT ANY TIME. A pet must be attended at all times, and may not be tied outside of the Tenant's residence at any time.
7. Tenant is responsible for immediate clean up after the pet.
8. Tenant will be responsible for FULL replacement and/or repair cost of carpet, walls, blinds, flooring, and any other items damaged in any way by pet. Tenant will also be responsible for the full cost of any extermination that may be required because of the pet.
9. Tenant agrees that approval or denial of any pet is at the SOLE DISCRETION of Landlord.
10. Landlord's written consent as set forth in section 5.a shall be revocable by Landlord at any time by giving the Tenant seven (7) days notice to remove the pet from the Premises for any reason including, but not limited to, noise, barking, disturbances, damage, threatening behavior towards other Tenant(s) or employees of Landlord or Agent. In the event that the pet is not removed after notice, Tenant will be subject to eviction. Tenant agrees that keeping a pet on the Premises is a revocable privilege and not a right.

6.KEYS AND LOCKS. If Tenant misplaces a key, Tenant will be responsible for cost of replacement of new lock(s) for all doors and new keys.

7.PERSONAL CONTACT INFORMATION. Tenant shall provide Landlord or Landlord's Agent with accurate and current address, work, and cell phone numbers, and email addresses for purposes of notifications, billings, or inquiries. Tenant shall notify Landlord or Landlord's Agent within 24 hours of any changes to information provided previously to Landlord or Landlord's Agent.

8.USE OF THE PREMISES.

1. The Tenant and Tenant's family will use and occupy the Premises as their Private residence and for no other purpose. The Tenant shall not allow any other individual(s) to occupy the Premises for a period greater than two weeks without the owner's prior written consent.
2. Prohibition of Commercial Activities. No business or commercial enterprises shall be operated or conducted from the Premises. Tenants will not engage in the breeding or raising of animals or birds or other such endeavor.
3. Prohibition of Certain Items.

    1. Vehicles. Tenant will not store any vehicles, boats, machinery, or building materials. The Tenant will only park those vehicles allowed in the driveway or garage. The Tenant, or Tenant's guests, will not park motor vehicles in the yard; except that a single boat and trailer may be parked on a side driveway behind a closed gate on the Premises.
    2. Flotation Bedding System. Tenant shall not have a waterbed on the Premises which violates the applicable building codes. Prior to moving any flotation bedding system onto the Premises, Tenant will provide proof of flotation insurance to the Landlord in an amount acceptable to the Landlord.
    3. Dangerous Substances. The Tenant will not use, keep or store on the Premises any dangerous, explosive, toxic or illegal materials which would increase the probability of fire or which would increase the cost of insuring the Premises.

9.ALTERATIONS. Tenant shall make no repairs, changes, alterations, or additions in or about the Premises including, but not limited to, painting, papering, redecorating or otherwise making alterations, additions

or improvements without first obtaining Landlord's written consent. Should Landlord's written consent be obtained, any improvements or alterations to the Premises made by Tenant shall become Landlord's property.

10.NO ASSIGNMENT OR SUBLETTING. Tenant will not assign the Lease or sublet the Premises or permit guests to remain for more than two weeks at a time or 4 weeks in total without first obtaining Landlord's written consent. Landlord reserves right to require application and additional rent monies.

11.CONDITION OF THE PREMISES. Tenant has examined the Premises on the date of the Lease and finds them in clean and orderly condition and good repair, and finds all appliances in good working order.

12.REPAIRS AND MAINTENANCE.

1. If any repair is necessary, Tenant shall, within 24 hours of knowledge of the need for such repair, notify Landlord or Landlord's Agent. Failure to give timely notice to Landlord or Landlord's Agent of the need for repair shall result in the Tenant being responsible for such repair at Tenant's cost.
2. Tenant will use the Premises with due care and will pay for any repairs that are necessitated by any lack of care by Tenant or Tenant's family, guests, or invitees. Tenant shall, at Tenant's own expense, maintain the Premises in a clean and sanitary manner including the appliances, furniture, and furnishings, and Tenant shall promptly remove all garbage, ashes, refuse and waste from the Premises and will not permit any accumulation of boxes, barrels, packages, waste paper or other refuse in or upon the Premises. Tenant shall surrender the Premises at the termination of the Lease Term in as good condition as received, normal wear and tear accepted. Tenant shall be responsible for the following, but not limited to:

- Garbage removal and outside receptacles;
- Batteries in smoke detectors;
- Air filters;
- Removal of algae, dirt, etc. from all areas of the house including, but not limited to, driveways, sidewalks, and fences; and,
- Extermination of rats, mice, roaches, ants and bedbugs, etc., except for termites.

1. Tenant shall not turn off irrigation or otherwise interfere with the irrigation system without Landlords prior written consent.
2. Tenant must be available upon reasonable notice to allow entry to property for any repairs and/or maintenance services that are required to be performed inside the property. Landlord or Landlord's Agent shall not be responsible for providing access to property to vendors, except in emergencies.
3. All repairs and maintenance under $100.00 shall be Tenant's responsibility at Tenant's cost.
4. All repairs and maintenance due to Tenant's lack of care or willful action by Tenant or Tenant's family, guests, or invitees shall be Tenant's responsibility at Tenant's cost.
5. Washer(s), dryer(s), garbage disposal(s), ice maker(s), ceiling fans, microwaves, pool lights, garbage compactor(s), solar panels, outside fountains or decorations, and any extra refrigerator(s), if in the unit, are for the benefit of the Tenant. These items are "AS IS"; if they break during the tenancy at no Tenant's fault, Landlord has final decision on whether they will be repaired.
6. Repairs that are considered cosmetic by Landlord or Landlord's Agent may or may not be upon Landlord's final decision.
7. All other repairs and maintenance not covered under this section shall be Landlord's responsibility at Landlord's cost.

13.NONCOMPLIANCE WITH RENTAL AGREEMENT.

1. No Opportunity to Cure. Should the Tenant fail to maintain the dwelling unit or comply with material provisions of the rental agreement in such a way that Tenant should not be given an opportunity to cure, as defined by F.S. 83.56 (2) (a), or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months, the Landlord will deliver a written notice to the Tenant specifying the noncompliance and the Landlord's intent to terminate the rental agreement by reason thereof. On or before the seventh (7th) day after the date Notice is delivered, the Tenant shall vacate the Premises.
2. Opportunity to Cure. Should the Tenant fail to maintain the dwelling unit or comply with material provisions of the rental agreement in such a way that Tenant should be given an opportunity to cure,

as defined by F.S. 83.56 (2)(b), the Tenant shall be given an opportunity to cure the noncompliance. The Landlord or the Landlord's Agent will deliver a written notice to the Tenant specifying the noncompliance. On or before the seventh (7th) day after the date Notice is delivered, the Tenant will cure the noncompliance. Should Tenant fail to cure, the Landlord or the Landlord's Agent may either cure the noncompliance and charge the Tenant for the expenses, or terminate the rental agreement at the sole discretion of the Landlord. The Tenant will make payment to the Landlord or the Landlord's Agent within seven (7) days of the last day of performance of the corrective work. Should the Tenant fail to make such payment, the payment will be taken from the Tenant's security deposit at the election of the Landlord's Agent.

14.RIGHT OF ENTRY and RENEWALS.

1. The Tenant shall not unreasonably withhold consent to the Landlord or the Landlord's Agent to enter the dwelling unit from time to time.
2. Upon twenty-four (24) hours notice, Landlord or Landlord's agents shall be entitled to enter the Premises during reasonable times, with or without the presence of the Tenant, for the purpose of inspecting the Premises and making improvements thereon.
3. Tenant must notify Landlord or Landlord's Agent in writing at least sixty (60) days prior to the end of the lease termination if they do not intend to renew the lease. Landlord must notify Tenant or Tenant's Agent in writing at least sixty (60) days prior to the end of the lease termination if they do not intend to renew the lease.
    1. If Tenant does not renew and notifies Landlord within the required timeframe of sixty (60) days prior to the end of the Lease Term, Landlord or Landlord's agents shall be entitled to enter the Premises, during reasonable hours, to show the Premises to prospective Tenants. Upon twenty-four (24) hours notice, Tenant will allow Landlord or Landlord's agent to enter the Premises for this same purpose. Tenant will allow a lock-box to be utilized during this time to permit realtors to enter the Premises for the purpose of showing the Premises to prospective Tenants. Landlord or Landlord's agents may display the usual "for rent" sign on the Premises.
    2. If neither Tenant nor Landlord notifies the other party of non renewal of the lease within the required timeframe of sixty (60) days prior to original lease termination, lease will convert to a month-to-month contract at the end of the lease term, and either party must give a thirty (30) day notice in writing to the other party to terminate lease. Rent amount will increase $50 from original rent amount to continue on a month-to-month basis. All lease terms continue in effect during the month-to-month contract.
    3. If proper notice is not given in writing within the specified timeframes by Tenant, Tenant will forfeit all deposits, included but not limited to security deposit, last month's deposit, and special deposits.
4. If Landlord decides to sell the Premises during the tenancy, Landlord or Landlord's Agent shall be entitled, upon twenty-four (24) hours notice, to enter the Premises, during reasonable hours, to show the Premises to prospective buyers. Tenant will allow Landlord or Landlord's Agent to enter the Premises for this same purpose. Tenant will allow a lock-box to be utilized during this time to permit realtors to enter the Premises for the purpose of showing the Premises to prospective buyers. Landlord or Landlord's agents may display the usual "for sale" sign on the Premises.

15.SECURITY DEPOSIT.

1. A security deposit shall be required of Tenant and shall be kept in a separate non-interest bearing account in accordance with F.S. 83.49(1)(a). Such deposit will be kept at South State Bank, 85 & Sunny Property Management Escrow Account, Melbourne, FL 32940, and will be commingled with other escrow funds. This section shall constitute notice as required by F.S. 83.49(2). Landlord may transfer security deposit to another bank account and proper notification will be given by Landlord upon transfer.
2. Security deposit cannot be used by Tenant to pay any part of rent monies which are due except by written permission of Landlord.
3. At the end of the tenancy, Tenant gives the right to Landlord to use security deposit to pay for outstanding bills, such as, but not limited to, utilities, contractor fees, late fees, and Tenant placement costs.
4. Security deposit shall be returned to Tenant within fifteen (15) days of lease termination if no claim is made

by Landlord. Tenant shall be notified within thirty (30) days if claim is made by Landlord.

5. Abandonment. If TENANT abandons Premises, security deposit shall be applied towards outstanding rents or damages.

16.SUBORDINATION. The Lease is expressly subject to and subordinate to all mortgages and security agreements that may now be or hereafter become a lien on the Premises and to any renewals, modifications, replacements, or extensions thereof, and Tenant agrees that this subordination is and will remain self-operating without execution by Tenant of any document other than the Lease. If any further document is required by any lender to evidence the purpose of this provision, Tenant will comply promptly with the requirements of the lender on demand of Landlord.

17.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 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.

18.UTILITIES/SERVICES.

1. Tenant shall be responsible for paying all utilities and services not included in the rent.
2. Tenant shall also be responsible for paying all connection charges and deposits for activating existing utility connection to the Premises that are not included in the rent.
3. Tenant will not be relieved of any obligations under this Lease for any interruption of utility services.
4. Landlord shall not be responsible for any utilities not set forth in writing and agreed upon. Tenant shall be responsible for transferring all the utilities to Tenant's name before move in. Proof of transfer must be provided to Landlord or Landlord's agent prior to move into property. Failure to provide such proof will delay delivery of possession of property. Tenant will be responsible for any delays and rent payments will start on the start date written on the lease, whether Tenant takes possession of property or not.

19.WASTE. Tenant will not commit or permit any waste of the Premises, and on termination of the Lease Tenant must immediately surrender the Premises in good order and condition and return all keys to Landlord.

20.DEFAULT. The occurrence of any one or more of the following events shall constitute a default in breach of the Lease by Tenant:

1. Tenant fails to pay rent for one (1) day after payment is due; or
2. Tenant fails to perform or observe any of Tenant's agreements or conditions under the Lease to be performed or observed by Tenant, other than the payment of rent, for seven (7) days after demand for performance by Landlord.
3. Vacating or abandonment of the Premises by Tenant;
4. Tenant sublets the Premises or assigns the Lease without prior written consent of Landlord.
5. Tenant files for bankruptcy protection.
6. Violation by Tenant of any criminal law of this state or the United States.
7. Violation by Tenant of any of the documents of a community property owner's association governing the Premises, if any.

21.REMEDIES. If Tenant defaults, Landlord shall be entitled to recover possession of the Premises from the Tenant, to exercise any remedy provided by law, or to exercise any of the following remedies:

1. Perform any act or do anything required under the Lease to be performed by Tenant.
2. Accelerate the maturity of all rent due and to become due during the remainder of the Lease Term.
3. Landlord shall be entitled to recover from Tenant all damage incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expense of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; unpaid installments of rent and other charges which shall bear interest from the due date until paid at the maximum legal rate.

22.REMEDIES NOT EXCLUSIVE. Each and all of the rights, remedies and benefits provided by the Lease shall

be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

23.NUISANCE. Tenant shall not use or permit the use of any part of the Premises for any illegal, immoral or improper purpose, and shall not create or permit any disturbance or nuisance on the Premises so as to disturb or harass the quiet and peaceful enjoyment of inhabitants in the vicinity of the Premises. A written complaint of violation of this clause by Tenant, if substantiated by Landlord, shall give Landlord the right to terminate the Lease.

24.LOCKS. No substitute or additional locks of any kind whatsoever shall be placed upon any doors of the Premises by Tenant nor may the present door locks or tumblers be changed without prior written consent of Landlord. If such additional locks are placed or present locks or tumblers changed without the written consent of Landlord, Landlord has a right and is hereby authorized to remove same without being liable for prosecution or for damages thereof and to declare the Lease in breach. Tenant will be responsible for cost to change locks if necessary.

25.TENANTS INSURANCE. Tenant understands that the personal belongings to be placed in the home or about the Premises are not covered by Landlord's insurance. In any event, Tenant shall hold Landlord harmless for any loss or damage to Tenant's personal property. Prior to occupying the Premises, Tenant is highly recommended to procure renter's insurance coverage in an amount adequate to fully cover any loss or damage to Tenant's personal property and to maintain such insurance throughout the Lease Term. Tenant is also highly recommended to maintain general liability insurance in an amount which is not less than $300,000.00.

26.HOLD HARMLESS.

1. Tenant shall indemnify and hold harmless Landlord, Landlord's Agents, property manager, representatives, employees, assigns or successors, against and from any and all claims, costs, losses, damages, judgments, expenses and attorney's fees or any other liabilities arising from Tenant's use or occupation of the Premises or from any activity permitted or suffered by Tenant or its employees, guests or invitees in or about the Premises; Tenants failure to comply with any law, rule, regulation or order of any governmental authority; from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease.
2. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to third party property or injury to third party persons in, upon or about the Premises, from any cause other than Landlord's willful or intentional acts. This indemnification and hold harmless agreement shall apply to all claims against the Landlord including claims attributable in whole or in part to Landlord's negligent acts or omissions; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents occurring on the Premises.

27.CONDEMNATION. Tenant hereby waives any claim of loss or damage to Tenant or right or claim to any part of an award resulting from the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of all or a part or portion of the Premises. Should any power of eminent domain be exercised which interferes with Tenant's use of the Premises, the rent herein provided shall be proportionately abated. In the event of a partial taking or condemnation that shall render the Premises clearly unsuitable for occupancy by Tenant, the Lease Term shall cease and terminate as of the date of possession of the Premises by the condemning authority and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term or otherwise.

28.DAMAGE TO PREMISES. In the event that all or part of the Premises are destroyed or so damaged by fire or other unavoidable casualty as to be unfit for occupancy or use, then either the rent payable hereunder shall be abated according to the nature and extent of the damage sustained until the Premises shall have been rebuilt, or the Lease shall, at the election of the Landlord, be terminated and any unused rent or security deposit shall be refunded to Tenant; provided, however, that nothing in this agreement shall be construed so as to extend the Lease Term or to render Landlord liable to rebuild or replace the Premises. If damage to the Premises is the result of Tenant's negligence, Tenant will pay any damages to the Landlord.

29.QUIET POSSESSION. Upon Tenant paying the rent reserved hereunder in observing and performing all of

the covenants, conditions and provisions to be observed and performed hereunder by Tenant, Tenant shall have quiet possession of the Premises for the Lease Term hereof, subject to all of the provisions of the Lease.

30.GENERAL PROVISIONS.

1. Waiver of Jury Trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with the Lease or Tenant's use or occupancy of the Premises.
2. Governing Law. The laws of the State of Florida will be controlling and govern this Lease and its provisions in all respects.
3. Venue. The Venue for any action arising out of this Lease shall be the County in Florida where the rental property resides.
4. Attorney Fees and Costs. If any litigation shall be filed by either party for alleged breach of the Lease, the prevailing party shall be entitled to an award of reasonable attorney fees and costs against the losing party including attorneys fees and costs of an appeal should one be filed be either party.. The word "party", as used in this clause shall include both Landlord and any authorized agent of Landlord.
5. Entire Agreement. The Lease contains the entire agreement between the parties, and any agreement to amend or modify the Lease will be ineffective unless it is in writing and signed by both parties. No representations, warrantees, or agreements have been made or relied upon by either party except for those specifically set forth herein.
6. Tenant's obligation to observe or perform the covenants will survive the termination of the Lease.
7. ***Radon Gas Disclosure:*** 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.
8. No waiver or modification of the Lease or any term, condition, or covenant herein contained shall be valid unless in writing and duly executed by the party to be charged there with.
9. Severability. If any provision the Lease is held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the remaining portions hereof.
10. Binding. The lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assignees of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease.
11. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
12. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

31.HOLDING OVER. Possession of the Premises shall be turned over to Landlord or Landlord's agent by noon of the last day of the lease term. If Tenant holds over and continues in possession or prevents Landlord from gaining possession of the Premises or any part thereof (including personal property leased hereunder), after expiration of the Lease Term without the written consent of Landlord, Landlord shall be entitled to recover from Tenant double the amount of rent due for each day Tenant holds over and refuses to surrender possession of the Premises. All obligations of Tenant stated in the Lease shall continue to apply to Tenant during any period after termination of the Lease.

32.ABANDON PROPERTY.

1. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT(S) AGREE(S) THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S(S') PERSONAL PROPERTY.
2. If Tenant vacates or abandons the Premises and leaves behind any personal property, then the Tenant shall be deemed to have abandoned the personal property. By leaving behind the property the Tenant authorizes the Landlord to dispose of the property as Landlord deems fit. Tenant shall be responsible for all costs Landlord incurs to remove and dispose of Tenant's personal property.

33.RECORDATION. Neither Landlord nor Tenant shall record the Lease.

34.TIME. Time is of the essence of the Lease and each and all of its provisions in which performance is a factor.

35.PLACE OF PAYMENT, NOTICES AND COMPLAINTS.

1. Place of Payment, Notices and Complaints. Rent, complaints and notices required or permitted in the Lease shall be made to 85 and Sunny Property Management at 2295 W. Eau Gallie Blvd., Melbourne, FL 32935 or such other place or to such other person as Landlord or Landlord's Agent may designate in writing.
2. Notice to Landlord. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's agent.
3. Notice to Tenant. All Notice to Tenants, required or otherwise, shall be given by certified mail, return receipt requested to the Premises or hand delivered to Tenant at the Premises. If Tenant refuses certified mail, is otherwise unable to obtain certified mail, or is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises or by affixing a copy of the notice to front door of the Premises.

36.TENANT'S OBLIGATION WHEN VACATING. Upon Tenant's vacating of the Premises, whether voluntary, required, forced, or the result of breach, default, or expiration of lease term, it shall be the responsibility of the Tenant to:

- Fully clean all appliances (inside and outside), windows, carpets and floors, and leave the entire Premises in a clean and neat condition.
- Deep clean carpets – this must be done professionally and proof of cleaning must be provided.
- Defrost, clean and prop door open on the refrigerator.
- Neatly repair all holes and marks in all walls and ceilings, baseboards, closets, garage walls, and porch and patio walls.
- Repair and repaint to match current color(s) as needed.
- Dispose of all garbage.
- Close all windows and lock doors.
- Return all keys, openers, and any other items provided to Tenant during move-in directly to Landlord or Landlord's agent to the Landlord or Landlord's agent address, as rent shall be payable until all keys, openers, and other items are returned.
- Property and all items requested must be returned to Landlord or Landlord's agent no later than 1 PM the last day of occupancy. Tenant shall not be allowed back to property once property has been returned to Landlord or Landlord's agent.

37.DELAY IN DELIVERY OF POSSESSION. If Landlord is unable to give possession of the Premises on the date the Lease Term commences for any reason (e.g. a former Tenant refuses to surrender the Premises) Landlord shall not be liable for Landlord's failure to deliver possession to Tenant, but the rent payable hereunder shall be abated until Landlord delivers possession. The end of the Lease Term shall not be extended due to the Landlord's failure to deliver possession of the Premises on the date the Lease Term commences.

38.SMOKE DETECTORS. Tenant shall be responsible for keeping smoke detectors operational and for changing battery when needed.

39.NO SMOKING INSIDE. Tenant shall not smoke inside the residence building of the Premises, nor shall Tenant permit Tenant's family, guests or invitees to smoke inside the residence building of the Premises. Tenant shall ensure that any smoking is confined to areas outside the residence building of the Premises such as well ventilated portions of the pool area, driveway, or the yard.

IN WITNESS WHEREOF, the Parties executed the Lease upon the terms expressed herein.

By initialing below, you acknowledge and agree to the terms in Section 2.

X_____
Initial Here

3. Sign and Accept

3.1 SIGNED IN THIS DAY

SIGNED BELOW BY ALL:

X _____
Lessee

_____
Date Signed

X _____
Lessor

_____
Date Signed

85 & Sunny Property Management, Inc.

2295 W Eau Gallie Blvd • Ste A • Melbourne, FL 32935
(321) 254-1353

1. DRUG/CRIME ADDENDUM

1.1 THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN LANDLORD AND TENANT(S) FOR THE PREMISES.

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant'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 including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.

2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant'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. Tenant 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. Tenant 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. **Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the Premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the Premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.**

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.

X _____

_____
Date Signed

85 & Sunny Property Management, Inc.

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(321) 254-1353

1. MOLD ADDENDUM

1.1 THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN LANDLORD AND TENANT(S) FOR THE PREMISES.

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 AMOUNTS OF 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 "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- 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
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT (S) SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD

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

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 agrees 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 immediately 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) can 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) agree to hold Agent and its employees 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 or mildew.

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.

X _____

_____

Date Signed

85 & Sunny Property Management, Inc.

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1. Weather Addendum

1.1 THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN LANDLORD AND TENANT(S) FOR THE PREMISES.

Tenant agrees Landlord has no obligation to install storm shutters and/or take measures to prevent wind, rain and/or other objects or projectiles from entering the premises in the course or event of a windstorm, flood, hurricane, hailstorm, tropical storm, or any other act of nature (hereinafter "Storm") that may strike in the area of or affect the premises rented by Tenant from Landlord. Tenant agrees Landlord has no duty to advise Tenant as to evacuation orders, potential or current storms, safety measures, storm-preparedness procedures, or storm recovery resources. Tenant agrees to use due diligence in keeping informed of the current and future weather.

Tenant agrees the rental premises are located in an area that may be subject to storms, and as a result, it is necessary to take steps to protect one's personal property, including but not limited to securing objects that may become projectiles, keeping important documents in a location safe from damage, providing for the safekeeping of keepsakes, and obtaining appropriate insurance. Tenant understands that, even with precautions, damage to personal property, including vehicles, may occur.

RENTER'S INSURANCE: Tenant understands and agrees Landlord's insurance if any DOES NOT cover injury or death to Tenant's person or loss of any kind to Tenant's personal property or expenses incurred by Tenant due to a storm, including but not limited to, loss of perishables, interruption of water, electric, cable or other utility service, relocation expenses and/or temporary or permanent housing. Tenant agrees he or she has an affirmative obligation to obtain renter's insurance to cover losses in the event loss should occur to Tenant's person and/or personal property due to a storm. Failure by Tenant to obtain renter's insurance is done at the complete and total risk of the Tenant.

LIABILITY OF LANDLORD: Tenant waives any liability or duty on the part of the Landlord for any damage to person or property should any occur due to a storm. Tenant agrees to indemnify Landlord should any third party institute an action for damages against Landlord due to damages caused to person or property by Tenant's personal property and/or Tenant's actions or inactions relating to such personal property. Such indemnity shall include attorney's fees and costs of Landlord incurred in any actions for damages by a third party.

Once a tropical storm, hurricane, flood watch or warning is issued for a particular area and/or at the request of Landlord, Tenant agrees to take storm preparedness actions. Any injury to Tenant arising from storm preparation is the sole responsibility of the Tenant and not of Landlord. In the event of damage to Landlord's property due to Tenant's storm preparations, that damage will be the responsibility of Tenant. Tenants shall remove all authorized and unauthorized objects from the immediate premises that may become projectiles in a storm, such as deck chairs, potted plants, patio benches and any items on a balcony, lanai, patios and/or breezeways of the rental premises. These items should be placed inside the apartment and returned to the outside only when it is safe to do so. In no event, shall any motorcycle, scooter, gas grill, or other item containing gasoline or other fuel, be stored inside in the rental premises. These items must be removed completely from the premises.

MODIFICATIONS TO THE PREMISES: Tenant agrees no modification shall be made to the premises including but not limited to attaching storm shutters, plywood or other items over doors or windows, taping duct tape or any other type of tape to windows or screens or making any other modifications or attaching any

item to the premises. If Tenant fails to abide by this provision, Tenant shall be in breach of the lease agreement, shall be responsible for any damages to the premises and subject to eviction by Landlord.

X _____

_____

Date Signed

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1. HOMEOWNER'S ASSOCIATION ADDENDUM

1.1 HOA ADDENDUM

This Amendment to the Residential Lease commencing on **<<Lease Start Date>>** entered into between Owners, **<<Owner Name(s)>>**, and Tenant, **<<Tenants (Financially Responsible)>>**, for the property located at **<<Property Address>>**.

That for and in consideration of mutual promises between the parties hereto be it agreed as follows:

Tenant is aware and understands that the leased premises are a part of the Association_Name ("The Association").

1. The Association is governed by Bylaws, Declarations and Rules and Regulations in whole known as the "Rules".

2. The Tenant and the Tenant's guests, employees, family members, or other invitees of the Tenant are obligated to follow the Rules of the Association and understands that there are financial penalties for violating the Rules.

3. The Tenant has been provided a copy of the Rules and Regulations booklet by the person who leased them their unit and is familiar with them.

4. The tenant agrees that noncompliance with the Rules of the Association constitutes a default under the Residential Rental Agreement and will result in a seven (7) day notice for noncompliance by Landlord.

5. Any fines levied by the Association against the Tenant or the Tenant's guests, employees, family members, or other invitees of the Tenant, or Landlord because of the Tenant's non-compliance are the tenants' responsibility. The fines are considered additional rent.

X _____

_____
Date Signed

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1. SECURITY DEPOSIT ADDENDUM

1.1 SECURITY DEPOSIT DISBURSEMENT AGREEMENT ADDENDUM

<<Tenants (Financially Responsible)>> (names of all the Tenants) are all adults for the unit located at **<<Property Address>>**Each adult by signing below understand and agree that for the lease signed between **<<Owner Name(s)>>** (Landlords' names) and above Tenants, <u>each</u> Tenant is fully responsible for the lease and what the rest of the Tenants do in the unit, including, but not limited to, full payment of the lease amount, damages to Premises, and illegal activities.

Landlord(s) and Tenant(s) agree to indemnify and hold harmless 85 & Sunny Property Management from any and all claims or disputes between Landlord(s) and Tenant(s) involving the subject security deposit and hereby confirm their understanding that 85 & Sunny Property Management is hereby acting solely as an escrow agent with regard to the subject Lease.

<<Owner Name(s)>> agree to disburse the security deposit as follow at the end of the lease and if no claim is imposed:

Sec Deposit to Tenant 1(dollar amount) will be given to Sec Deposit Name Tenant (name of Tenant)

Sec Deposit to Tenant 2 (dollar amount) will be given to Sec Deposit Name Tenant 2 (name of Tenant)

Sec Deposit to Tenant 3(dollar amount) will be given to Sec Deposit Name Tenant 3 (name of Tenant)

Sec Deposit to Tenant 4 (dollar amount) will be given to Sec Deposit Name Tenant 4 (name of Tenant)

X _____

_____
Date Signed

85 & Sunny Property Management, Inc.

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1. Sight Unseen Addendum

1.1 SIGHT UNSEEN PROPERTY

All Parties agree that tenants were given the opportunity to inspect the property prior to signing the lease. Tenants declined to do so at their own choosing and chose to sign the lease on the subject property sight unseen for convenience.

1. Furthermore, parties acknowledge that tenants will be fully obligated to all provisions of the lease agreement should they not take occupancy of the property.

2. Tenants further agree that any maintenance shall be done as required by the lease agreement and not the preferences of the tenants since tenants agreed to take property sight unseen.

3. The tenants acknowledge that the property is only represented through the pictures and statements provided in the lease. The Agent/Property Manager makes no warranties expressed or implied other than those stated explicitly in the lease agreement. 85 & Sunny Property Management is not responsible in any way if the tenant is not happy with the property.

4. If, upon move in the tenant does not like the property, tenant understands completely and fully that they are obligated to the legal & binding contract Lease.

X _____

_____
Date Signed