THIS AGREEMENT, made and entered into this 1st day of January, 2018, by and between Wilson Management Group acting as Agent for Owner, John. L. Smith hereinafter referred to as **Landlord**—the term "Landlord" shall include Owner of Premises, Owner's heirs, assigns, representatives, and/or any designated agents; and Harold J. Renter and Janice R. Renter, hereinafter referred to as **Tenant**—the term "Tenant" shall include all persons to whom Premises is leased; in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. ***DESCRIBED PREMISES***: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described Premises: 1234 Main Street Anytown, FL 32810, hereinafter referred to as **Premises.**

2. ***TERM:*** The initial term of this Agreement shall begin on the 1st day of January, 2018 and end on the 31st day of December, 2018. ***TENANT SHALL NOT BE ENTITLED TO POSSESSION OF PREMISES UNTIL PAYMENT IN FULL IN CERTIFIED FUNDS OF ALL PAYMENTS DUE, I.E. RENT, SECURITY DEPOSIT, ANIMAL FEES, ADMINSTRATIVE FEES, AND ANY AND ALL ADDITIONAL PAYMENTS REQUIRED BY THIS AGREEMENT.***

TENANT SHALL GIVE LANDLORD A MINIMUM OF THIRTY (30) DAYS WRITTEN NOTICE OF INTENTION TO VACATE PREMISES AT END OF THIS INITIAL TERM. FAILURE TO GIVE PROPER WRITTEN NOTICE TO LANDLORD SHALL OBLIGATE TENANT TO ONE ADDITIONAL MONTH'S RENT IN ADDITION TO ANY AND ALL TENANT OBLIGATIONS REQUIRED BY THIS LEASE AGREEMENT.

3. ***RENT:*** The term "rent," wherever appearing in this Agreement, shall include, in addition to monthly payments specified, monthly Resident Benefit Package fee, any late payment fees, dishonored check fees, delinquency delivery fees, administrative and/or transaction fees, unpaid deposits or fees, maintenance and repair costs that are a Tenant obligation, utilities costs that are a Tenant obligation, and any other fees or charges that may be required to be paid by Tenant. Any and all payments shall be applied to Tenant obligations chronologically beginning with the oldest to the most recent. ***WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE WILSON MANAGEMENT GROUP TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUNDS TRANSFER FROM YOUR ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION. IF PAYMENT IS BY CHECK, ONLY ONE CHECK FOR THE ENTIRE PAYMENT DUE SHALL BE ACCEPTED—SEE PAYMENT POLICY.***

(a) ***Payment schedule:*** The agreed rental payment schedule is as follows:
$1,250.00 to be paid on or before January 1, 2018 shall be applied as follows:
$1,200.00 applied to current month's rent, January 2018
$0.00 applied to next month's rent, _____
$50.00 applied to Resident Benefit Package fee for current month, January 2018
$1,200.00 rent, plus $50.00 Resident Benefit Package fee due on or before (DATE) February 1, 2018
$1,200.00 rent, plus $50.00 Resident Benefit Package fee are due on or before the first day of each month thereafter

(b) ***Rent is due and payable monthly in advance, without demand or notice, no later than 5:00 p.m. on the first day of every month at the office of Wilson Management Group, 365 Wekiva Springs Road, #151, Longwood, FL 32779, or at such other place as may be designated by Landlord. Rent is considered late and a late payment fee shall be due if not received by 9:00 a.m. on the first business day after the first day of the month—see paragraph 6 below. There is a mail drop at said address where rent or other payments due may be deposited after hours. No cash payments may be so deposited. TIME IS OF THE ESSENCE.***

4. ***SECURITY DEPOSIT:*** Tenant agrees to pay Landlord a security deposit of $1,400.00 to secure Tenant's pledge of full compliance with the terms of this Agreement. The security deposit may be applied by Landlord for any monies owed by Tenant under this Agreement or current Florida law, or as may be amended, to physical damages to Premises and to any and all costs and attorney's fees associated with Tenant's failure to fulfill the terms of this Agreement. Tenant may not dictate that the security deposit be used for any rent due. Should Tenant breach this Agreement by abandoning, surrendering, or being evicted from Premises prior to the expiration of this Agreement, the security deposit shall be forfeited as liquidated damages resulting from breach of this Agreement. In addition, Tenant shall be responsible for unpaid rent, physical damages, future rent due, attorneys fees, court costs, process service fees, costs to re-rent Premises, and any other amounts due under the terms of this Agreement or Current Florida law, or as may be amended.

5. ***ADMINISTRATIVE FEE(S):*** Tenant agrees to pay Management Agent upon signing this Agreement a non-refundable Administrative Fee of **$150.00** which shall be used to help defray expenses associated with facilitating the lease signing and property move-in processes. If a qualified and approved Tenant is added to the Lease Agreement during the lease term, Tenant agrees to pay Management Agent upon signing required Lease Amendment a non-refundable Lease Change Fee of **$75.00**. **If required as a condition of application approval**, in addition to the non-refundable Administrative Fee, Tenant agrees to pay Management Agent upon signing this Agreement a non-refundable Risk Mitigation Fee of **$100.00**, per Resident Qualification Criteria.

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6. ***LATE PAYMENTS, DISHONORED CHECKS, DELINQUENCY NOTICES, and DELIVERY FEES:*** A **late payment fee of 10% of the monthly rent amount** shall be charged if the rent or other sum due from Tenant is not received on time—see paragraph 3(b) above. **Late payment fee charged for late rent will not be waived under any circumstances.** In addition, for all dishonored checks Landlord shall charge a **dishonored check fee of $40.00 in addition to the late payment fee**. In the event a check is dishonored for any reason, Landlord shall require certified funds. Should Landlord have actual knowledge that there are insufficient funds to cover a check, rent shall be considered unpaid, and Landlord shall not be required to deposit check. The imposition of late payment fees and/or dishonored check fees is not a substitution or waiver of available Florida law remedies. Landlord may impose applicable fees/charges and immediately serve Tenant with a Three-day Notice. Tenant shall be charged, **in addition to the late payment fee and the dishonored check fee, a delivery fee of $30.00** for each delivery of a Notice of Non-Compliance, Notice To Vacate, or any other notice Landlord deems necessary to serve or have served on Tenant.

7. ***OCCUPANCY AND USE:*** Occupancy is limited to a total of two persons per bedroom—persons under two years of age are not considered in the count. However, in no case shall more than three unrelated adults occupy any Premises, unless prohibited by local statutes or ordinances. "Unrelated adults" are those persons who are not related to each other by blood or marriage. A reasonable number of guests may occupy Premises without prior written consent of Landlord if stay is limited to seventy-two (72) hours.

(a) ***Occupancy:*** Tenant agrees to use said Premises as living quarters only for 2 persons. The names of all persons to occupy Premises are as follows: Harold J. Renter and Janice R. Renter. Tenant may not allow any other person to live therein without first receiving the ***written*** consent of Landlord. Failure to abide by occupancy provisions shall be considered a default of this Agreement and grounds for termination of this Agreement.

(b) ***Use:*** Tenant, members of Tenant's household, Tenant's occupants, guests, servants, invitees, or any other persons related to or affiliated in any way with Tenant shall not use Premises for, nor permit or allow on or near Premises the following: hazardous substances; commercial activities; general storage purposes; in-line or skateboard ramps; trampolines; above ground swimming pools; or any other use, purpose, activity, or device that may increase the rate of insurance for Landlord or cause a nuisance or hazard for Landlord or neighbors.

8. ***HAZARDOUS SUBSTANCES:*** The term "hazardous substances," as used in this Agreement, shall mean pollutants, contaminants, toxic or hazardous waste, medical or infectious waste, reactive substances that could explode, or any other substances the removal of which is required or the use of which is restricted, prohibited, or penalized by any "environmental law," which term shall mean any federal, state, or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that:

(a) No activity shall be conducted on Premises that will produce any hazardous substance.

(b) Premises shall not be used in any manner for the storage of a hazardous substance.

(c) Tenant shall not permit any hazardous substances to be brought onto Premises, and if so brought or found located thereon, the same shall be immediately removed with proper legal disposal, and all required cleanup procedures shall be diligently undertaken by Tenant pursuant to all environmental laws.

If at any time during or after the term of this Agreement, Premises is found to be so contaminated or subject to said conditions, Tenant agrees to indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, obligations and damages including but not limited to consequential damages of any nature arising from or as a result of the use of Premises by Tenant. This indemnification shall survive the termination or expiration of this Agreement.

9. ***DRUG/CRIME-FREE PREMISES:*** Tenant, members of Tenant's household, Tenant's occupants, guests, servants, invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting Tenant's Premises or is given access to Premises by Tenant, members of Tenant's household, or Tenant's occupants, or who is on Premises, or any other person on Premises or on the common grounds of Premises invited there in any way by Tenant, members of Tenant's household, or Tenant's occupants:

(a) Shall not engage in any criminal activity, including drug-related criminal activity, on, near or within sight of the Premises or common areas. "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, cocaine, and/or illegal drug paraphernalia.

(b) Shall not engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on, near, or within sight of the premises or common areas.

(c) Shall not permit Premises to be used for any criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, an occupant, guest, servant, or invitee, and regardless of whether Tenant is at home during any such offenses.

(d) Shall not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether in, at, on, near or within sight of the Premises or common areas.

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(e) Shall not engage in any activity including, but not limited to, prostitution as defined in Current Florida law, or as may be amended, criminal street gang activity as defined in Current Florida law, or as may be amended, public drunkenness, the unlawful discharge of firearms in, at, on, or near or within sight of the Premises or common areas, intimidation of persons, lewd behavior, trespass by guests, servants, invitees, or any other person who is visiting or frequenting Tenant's Premises if they have previously received a trespass warning, dangerous operation of a motor vehicle in, at, on, or near or within sight of the Premises, disorderly conduct, battery, assault, acts of violence, threats of violence, threats against management, staff or workers in, at, on, or near or within sight of the Premises or common areas, sexual crimes in, at, on or off of the Premises, or any other breach of this Agreement that otherwise jeopardizes the health, safety, and welfare of Landlord, other residents, or any persons, or constitutes a threat to persons or property, or involving imminent or actual serious property damage as defined in Current Florida law, or as may be amended.

Violation of any of the above provisions shall be a material violation of this Agreement and good cause for termination of tenancy. A single violation of any provision of this section shall be deemed a serious violation and a material non-compliance with this Agreement and Tenant agrees that tenancy will be terminated, and Tenant may be served a Seven Day Notice to Vacate and agrees to vacate according to the Notice or an eviction action may be filed. Tenant shall be subject to the forfeiture of all deposits and fees, and shall reimburse Landlord for any and all costs incurred by Landlord as a result of said violation, including but not limited to all costs to make Premises ready for re-leasing and re-leasing expenses. **Proof of violation shall not require criminal conviction,** but shall be by a preponderance of the evidence that the incident or action occurred.

In case of conflict between the provisions of this section and any other provisions of this Agreement, the provisions of this section shall govern.

10. ***ASSIGNMENT AND SUBLETTING:*** Tenant may not assign, transfer, mortgage, or sublet this Agreement, Premises or any part of the same, without first receiving the express ***written*** permission of Landlord.

11. ***ANIMALS:*** This Agreement specifically prohibits keeping animals of any kind in, on or about Premises without the express ***written*** permission of Landlord, regardless of whether such animal is owned by Tenant, another person, or ownership is unknown. An Animal Agreement, if required, hereby becomes a part of this Agreement. **The Animal Agreement requires a minimum non-refundable animal fee of $200.00 per animal, and the security deposit shall be increased by a minimum of $300.00 per animal.** Should Landlord find that an animal is being or has been kept on Premises without the express written permission of Landlord and executed Animal Agreement, **an Unauthorized Animal Lease Violation Fee of $500.00 per animal shall immediately be assessed**, and in addition the non-compliance may be considered a default of this Agreement and grounds for termination of this Agreement. Assessment of an Unauthorized Animal Lease Violation Fee shall not be construed as permission for the unauthorized animal to remain on the premises.

12. ***FIRE SAFETY EQUIPMENT:*** Tenant shall be responsible for keeping smoke detector(s) and fire extinguisher operational and for changing batteries in smoke detector(s) when needed. **Tenant agrees to check the smoke detector(s) and fire extinguisher immediately upon taking possession of Premises, and shall notify Landlord immediately in writing should smoke detector(s) or fire extinguisher not be operational for any reason.** Smoke detector(s) and fire extinguisher should be checked weekly and the responsibility and expense of maintaining them belongs solely and completely to Tenant. Tenant may be charged for repairing or replacing smoke detector(s) and fire extinguisher if Landlord determines that either has been destroyed or tampered with by Tenant or anyone related to, associated with, or affiliated in any way with Tenant. It is Landlord's desire that Premises have at all times a working smoke detector(s) and fire extinguisher. In the event smoke detector(s) or fire extinguisher should fail Tenant shall notify Landlord ***immediately in writing*** and Landlord shall replace same within seven (7) business days after receipt of notice.

13. ***UTILITIES AND SERVICES:***

(a) Tenant agrees to be responsible for payment in a timely manner of all charges made against or incurred at Premises, including but not limited to the following utilities and services: electricity, water, sewer, garbage collection, gas, fuel oil, and pest control. Should Tenant neglect to maintain these services, such neglect shall be considered a breach of this Agreement and grounds for termination of this Agreement.

(b) Services such as telephone, cable/satellite TV, internet access, and/or security system operation/monitoring are solely and completely Tenant's responsibility. Should there be any type of security system on Premises, Tenant understands that Landlord makes no warranties of any kind regarding its condition, reliability or operation. Should Tenant choose to use such system already in place, or should Tenant choose to have a system installed, it is understood that use of any such system is solely and completely at Tenant's risk and expense.

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14. ***CONDITION OF PREMISES:*** Tenant agrees to accept Premises and all furnishings and appliances therein as being in good and satisfactory condition—except for such items designated as not under warranty in Section 15(b) below—unless a ***written*** statement of any defects is delivered to Landlord within three (3) days after Tenant takes possession.

15. ***USE OF APPLIANCES, EQUIPMENT, SYSTEMS, OTHER PERSONAL PROPERTY:***

(a) Tenant agrees that all appliances, equipment, systems, and other personal property of Owner located on Premises shall be maintained in good repair and operation by Tenant and at Tenant's expense for maintenance and repairs that are a result of Tenant abuse, misuse or neglect, or according to terms stated elsewhere in this Agreement. Tenant requested service calls

that are determined to have been unnecessary because the serviceperson determined that the appliance, equipment or system was performing within normal limits, or because nothing was wrong related to the requested service call, shall be Tenant expense and Tenant shall reimburse Landlord immediately upon demand. ***THIS INCLUDES BUT IS NOT LIMITED TO TRIPPED BREAKERS AND/OR RESET BUTTONS.*** The following items are part of the leased Premises for which Tenant accepts responsibility:

yes	Stove		yes	Refrigerator		yes	Dishwasher		yes	Central Heat/Air System
yes	Icemaker		yes	Microwave Oven		yes	Blinds/Verticals	# 0		Room Air Conditioners
yes	Disposal		yes	Fire Extinguisher		no	Drapes/Curtains/Rods	# 0		Wall Space Heaters
yes	Carpet	# 4		Smoke Alarms	# 4		Ceiling Fans		yes	Garage Door Opener
yes	Washer		yes	Security System		yes	Water Treatment Sys	# 2		Remote Door Openers
yes	Dryer		no	Fireplace						

OTHER: **storage shed in back yard**

(b) Certain items listed above, in Section 15(a), may not be under warranty. The above items specifically not under warranty are as follows: security system, water treatment system, storage shed in back yard. Tenant understands that such items are left for the use and convenience of Tenant only. Landlord does not warrant their reliability, condition, or operation and will not repair them. Should such items need repair Tenant shall have them repaired at Tenant's expense if said repair is necessary because of Tenant abuse, misuse, or neglect. Otherwise, Tenant may choose not to make the needed repairs and shall notify Landlord in writing and Landlord may have them removed. It shall be Tenant's responsibility to provide their own replacements.

(c) Tenant is responsible for all appliance hookups, starting of appliances, lighting of pilot lights, and related matters.

16. ***GENERAL TENANT OBLIGATIONS—TENANT AGREES TO AND SHALL:***

(a) Comply with all obligations imposed upon Tenants by applicable provisions of building, housing, and health codes.
(b) Keep Premises which Tenant occupies and uses clean and sanitary.
(c) Remove from dwelling unit all garbage in a clean and sanitary manner.
(d) Keep all plumbing fixtures in Premises or used by Tenant clean and sanitary and in repair.
(e) Use and operate in a reasonable, safe manner all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems and any other facilities and appliances.
(f) Not destroy, deface, damage, impair or remove any part of Premises or property belonging to Owner, nor permit any other person to do so.
(g) Conduct him/herself in a manner that does not unreasonably disturb the neighbors or constitute a breach of the peace and require other persons on Premises with Tenant's consent to conduct themselves in the same manner.
(h) Permit Owner or Owner's agent to enter Premises upon reasonable notice and at a reasonable time as defined by Florida Statutes 83.53 in order to inspect Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workmen/women, or contractors. Owner or Owner's agent may enter the dwelling unit at any time for the protection or preservation of Premises.
(i) Abide by all governing laws and ordinances and shall not commit or permit any illegal acts upon Premises.
(j) Abide by all rules and regulations of applicable Homeowner's Association or Condominium Association currently in effect or that may be adopted during the term of this Agreement or any extensions.
(k) Not permit any unusual or objectionable odors to permeate or emanate from Premises.

17. ***CONDOMINIUM OR HOMEOWNERS ASSOCIATION:*** If Premises is subject to the governance, oversight, and/or control of a Condominium Association or Homeowners Association, Tenant agrees to abide by all the covenants, duties, rules, regulations, and/or restrictions of said Association currently in effect or that may be adopted during the term of this Agreement or any extensions.

(a) Should Landlord receive notification from the governing Association of a violation of the covenants the cause of which is the result of Tenant's failure to maintain Premises properly, or any notice of violation the cause of which is directly attributable to Tenant or Tenant's occupants, family members, guests, servants, invitees, or any other persons related to or affiliated in any way with Tenant, Tenant shall pay Management Agent for each and every violation, an HOA Violation Processing Fee **at the rate of one hundred dollars ($100.00) per hour for each hour of Agent's time—with a minimum charge of one hundred dollars ($100.00) for the first hour or any portion thereof—**including travel time to and from Premises or other necessary venue, spent responding to such notification, whether such response involves or is directed to Tenant, Tenant's representatives or agents, Association representatives or their agents, or others. In addition, Tenant shall reimburse Agent for out-of-pocket expenses for incidentals such as photos, film, videotape, postage, copying of documents, etc.

(b) Tenant shall also be responsible for the cost of curing any violation, including, by way of example, but not limited to, the cost to maintain or replace the lawn, shrubs/plantings, window coverings, legal and attorney fees, court costs, and any and all fees, fines, penalties, or other costs that may be incurred by Landlord as a result of Tenant's failure to abide by said Association's covenants.

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18. ***NOTIFICATION:*** Tenant shall be responsible to notify Landlord immediately ***in writing*** of any condition that is or may be or become a hazard, or potentially damaging or destructive on or to Premises, whether to the buildings, grounds, appliances, equipment, systems, other personal property noted in Section 15(a) above, fences, or other improvements***.*** Tenant shall be responsible for increased costs and expenses suffered by Landlord resulting from lack of timely notification.

19. ***CASUALTY DAMAGE, REPAIRS, MAINTENANCE, and ALTERATIONS:*** Owner shall be responsible for repairs to the structural parts of and major systems in Premises. However, repairs required because of abuse, misuse, neglect, or damage caused by Tenant, occupants, guests, family members, or any other persons related to or affiliated in any way with Tenant, shall be the responsibility of Tenant. However, said repairs shall be subject to ***prior written*** approval of Landlord, except in case of an emergency. Tenant may not hire vendors to perform any work on Premises without ***prior written*** approval from Landlord and all such vendors must be properly licensed and insured. All such repairs, maintenance, alterations, additions or improvements to Premises shall remain on Premises after the termination of this Agreement and shall inure to the benefit of Owner without reimbursement to Tenant. Tenant shall otherwise maintain Premises in good condition and repair. Tenant shall not make or permit to be made any alterations, additions, improvements, redecorating or changes in or to Premises without the ***prior written*** consent of Landlord.

(a) ***Damage by persons:*** Should Tenant, members of Tenant's household, Tenant's occupants, guests, servants, invitees, or any other persons related to or affiliated in any way with Tenant cause damage to Premises, Landlord may, at Landlord's option, repair Premises and Tenant shall pay for all expenses related to such repair on demand, or Landlord may require Tenant to make necessary repairs according to this Agreement and all such repairs shall be at Tenant's sole expense.

(b) ***Casualty damage, mold and mildew, and termination of tenancy:*** In the event that for any reason Premises is condemned by any governmental authority, or is damaged through fire, act of God, nature, accident, or for any other reason the habitability of Premises is substantially impaired, including but not limited to the possibility that in Landlord's sole judgment Landlord believes that either there is mold or mildew present in Premises that may pose a safety or health hazard to Tenant or other persons and/or Tenant actions or inactions may be causing a condition that is conducive to mold or mildew presence, Landlord may, at Landlord's sole option, terminate this Agreement and require Tenant to vacate Premises, and Tenant shall hold Landlord harmless for any damages including but not limited to consequential damages suffered, if any.

(c) ***Painting:*** Except as hereinafter provided, Tenant shall not paint Premises. Notwithstanding the foregoing, Tenant may do touch-up painting, subject to the following:

- **i.** Tenant shall get prior permission ***in writing*** from Landlord. Tenant shall use only paint provided for or approved by Landlord, which Landlord may provide or approve upon Tenant's ***written*** request.
- **ii.** If Tenant leaves blemishes, spills or splatters paint, or otherwise does the touch-up paint job in a manner that Landlord judges, in Landlord's sole discretion, to be unsatisfactory, Tenant shall be responsible for Landlord's costs and damages to repair and restore Premises as much as possible, within reason, to its original condition.

(d) ***Smoking:*** Any damage caused by or related to cigarette, pipe, or cigar smoking, or any tobacco or other smoking product, or the burning of candles or incense, shall not constitute ordinary wear and tear. Landlord may deduct from Tenant's security deposit for all damages and/or costs for the cleaning or repairing of any damage caused by or related to any tobacco product, candles, or incense, including but not limited to: cleaning and/or repairing/replacing HVAC system (heating, ventilating, air conditioning), deodorizing Premises, sealing and painting the walls and ceiling, and repairing or replacing the carpet and/or pads. Should cost for such damages exceed the security deposit Tenant agrees to reimburse Landlord immediately upon demand for all such damages.

(e) ***Maintenance that is a Tenant responsibility includes but is not limited to:***

- **i.** ***HVAC system:*** Cleaning of the HVAC system (heating, ventilating, air conditioning) and replacing filters. This includes keeping the HVAC system drain pan and drain line clean and free of obstruction. Filters should be replaced/serviced monthly. System maintenance or repair resulting from abuse, misuse or neglect by Tenant is the responsibility of Tenant.
- **ii.** ***Plumbing, caulking:*** Plumbing repairs caused by Tenant's abuse, misuse or neglect. Nothing other than human waste and toilet paper shall be flushed down toilets or drains. Items including, but not limited to, wipes, paper towels, feminine products and cooking oil/grease may cause a plumbing back up which would be considered tenant abuse, misuse and negligence. Stopped up drains; commode seats, handles, and flappers; and caulking in and around bathtub and shower, kitchen sink and cabinet top/splash board, and lavatories and cabinet tops/splash boards are Tenant's responsibility to maintain.
- **iii.** ***Gutters:*** Keeping rain gutters in repair and free of leaves and debris.
- **iv.** ***Doors, glass, screens:*** Repair or replacement of doorstops, broken glass, damaged screens including screen doors and storm doors.

20. ***YARD MAINTENANCE:***

(a) ***Regular maintenance:*** Tenant agrees, at Tenant's expense, to maintain the yard in good condition—*i.e.* keeping the grass cut, edged, and trimmed; keeping trash, limbs, etc. picked up and properly disposed of off Premises; keeping the shrubs and other plantings appropriately trimmed and at proper levels, usually not higher than window sills. Deterioration of the lawns and

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landscaping caused by abuse, misuse or neglect, including damage caused by pets, lack of watering, inadequate fertilizing and weed control, is Tenant's responsibility. Tenant is expected to keep the yard in at least as good a condition as at the beginning of occupancy.

(b) ***Irrigation:*** If there is an irrigation system on Premises it shall be the responsibility of Tenant to set the controls to insure that the lawn is adequately watered, and to observe the operation of the system periodically to insure that it is operating properly. Failure of the irrigation system, if any, shall not relieve Tenant of this responsibility. In the event of an irrigation system failure, Tenant shall take action to ensure that the grounds and plantings are properly watered, purchasing and using water hoses and portable sprinklers if necessary. In the event that no irrigation system exists, Tenant shall provide, at Tenant's expense, water hoses, portable sprinklers, and any other lawn equipment necessary to ensure that the grounds and plantings are properly watered and maintained.

(c) ***Fences:*** Tenant shall be responsible for any damage, abuse, misuse, or neglect of fences on Premises caused by Tenant, occupants, guests, family members, or any other persons related to or affiliated in any way with Tenant, or by any pets belonging to said parties. Tenant shall notify Landlord immediately ***in writing*** of any damage to or deterioration of fences.

21. ***AUTOS AND VEHICLES:*** Tenant agrees not to park or store a motor home, RV (recreational vehicle), boat or trailer of any type on Premises without ***written*** permission from Landlord. Tenant also agrees to park no more than <u>two</u> vehicles on Premises and then ***only on the driveways and parking areas provided. Tenant shall not park on the grass.*** Tenant shall not engage in repair of vehicles on Premises if repairs take longer than one day. No general repairs, restoration, buying, selling or storage of vehicles or parts is permitted on Premises. All vehicles permitted to be kept on Premises must be currently licensed and operational, unless stored in an enclosed garage away from public view.

22. ***LOCKS:*** Tenant is aware that although locks have been changed on Premises prior to Tenant occupancy, no warranty is made that every possible access to Premises is secure, and Tenant assumes complete responsibility for making Premises secure. **Tenant agrees to check all door and window locks immediately upon taking possession of Premises, and to notify Landlord immediately in writing of any non-working locks.** Should Tenant choose to add or change locks on Premises, Landlord shall be furnished with duplicate keys within seven (7) business days of said change.

23. ***INSURANCE AND RISK OF LOSS:***

(a) ***Tenant loss or liability:*** The Landlord requires Tenant obtain liability coverage of at least $100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the Lease Agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.
To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as outlined in the attached Resident Benefits Package Addendum; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

(b) ***Tenant personal property:*** Tenant's personal property and any other personal property permitted on Premises by Tenant, except that which may be the personal property of the Owner of Premises, is on Premises at Tenant's own risk and Landlord shall not be liable for any loss or damage of same, including but not limited to food spoilage, whether arising from criminal acts, fire, storm, flood, rain, wind damage, acts of God, acts of negligence by any other person, bursting or leaking of water pipes, roof leaks, interruption of utility services, insect infestations, or failure of appliances or other systems.

(c) ***Tenant indemnification:*** Tenant agrees to indemnify and hold harmless Landlord for any loss or damage including but not limited to consequential damages that may be occasioned by or through the acts or omissions of persons occupying adjoining Premises or any trespassers.

(d) ***Tenant notice to Landlord:*** Tenant shall immediately notify Landlord ***in writing*** of any personal injury, property damage or any claim for personal injury or property damage. Tenant further agrees to immediately notify Landlord ***in writing*** of any damage, malfunction or repair, regardless of cause or amount, to or in Premises or any of its contents or surrounds.

24. ***INDEMNIFICATION:*** Tenant shall reimburse Landlord upon demand in the amount of any loss including but not limited to property damage or cost of repairs or service, including plumbing issues, caused by the abuse, negligence, or improper use by Tenant, members of Tenant's household, Tenant's occupants, guests, servants, invitees, or others associated with or affiliated with Tenant. Tenant shall indemnify and hold harmless Landlord from all losses, liabilities, expenses, and damages including but not limited to consequential damages that can or may be claimed against Landlord for any injuries or damages to the person or property of any persons, caused by acts, omissions, neglect or fault of Tenant, members of Tenant's household, Tenant's occupants, guests, servants, invitees, or others associated with or affiliated with Tenant arising from Tenant's failure to comply with any applicable laws, statutes, ordinances, or regulations, or the terms of this Agreement.

(a) Landlord places the duty to keep Premises safe on Tenant. Florida Statutes (F.S.83.51) allows Landlord to put certain duties of maintenance on Tenant. Florida courts have ruled that where Tenant was responsible for doing maintenance at Tenant's own expense, Landlord was not liable for Tenant's injury, *see Stolzenbert v. Forte Towers South, Inc., 430 So.2d 558 (Fla. 3 DCA 1983).*

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(b) In the event of a dispute concerning the tenancy created by this Agreement, including but not limited to legal foreclosure proceedings, Tenant agrees to hold Management Agent, its heirs, employees and assigns harmless and shall look solely to the Owner of Premises for redress of grievances and not to Management Agent, since Agent acts at the direction of the Owner and has no ownership interest in Premises.

25. ***SUBORDINATION:*** It is expressly agreed that Owner reserves the right to subject and subordinate this Agreement at all times to the lien of any mortgage; or mortgages now or hereafter placed upon Owner's interest in Premises; or to subsequent Owners of Premises who may acquire Premises subsequent to the date of execution of this Agreement including but not limited to transfers of ownership by purchase, gift, or inheritance.

26. ***JOINT AND SEVERAL TENANCY:*** Tenant acknowledges that this Agreement is between Landlord and each person executing this Agreement as Tenants jointly and severally. Their obligations are joint and several, and all terms of this Agreement shall be fully binding jointly and severally upon each Tenant. In the event of default by any one Tenant, each and every remaining Tenant shall continue to be responsible for payment of the rent and all other terms of this Agreement. In the event any one Tenant shall default and vacate Premises, that shall constitute a waiver of his/her claim or right to the security deposit and advance rent (if any), and said deposit and advance rent (if any) shall continue to be held for the benefit of remaining Tenant(s) and shall be disbursed in the name(s) of any remaining Tenant(s).

27. ***WAIVER:*** The rights of the Landlord under this lease agreement shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease agreement or by law. Any waiver of a term or condition of this Agreement by Landlord is not valid unless ***in writing*** and shall not be considered as or imply a further waiver of the same or any other condition of this Agreement.

28. ***DEFAULT:*** The following shall constitute a default by Tenant:

(a) Failure of Tenant to pay rent or any additional rent when due.

(b) Violation of any other term, condition, or covenant of this Agreement, and, if applicable, condominium or homeowners association by-laws, or neighborhood deed restrictions.

(c) Failure to comply with any applicable Federal, State, County, or City law, rule, or ordinance.

(d) Failure to move into Premises, or Tenant's abandonment of Premises.

If Tenant defaults in the performance of any Lease obligation, Landlord may, at Landlord's sole option, terminate this Agreement or terminate Tenant's right to possession of Premises. If Landlord opts to terminate Tenant's right to possession without terminating this Agreement, Tenant shall remain liable for all rent that accrues until the end of the lease term or until Landlord re-leases Premises, whichever comes first.

29. ***LEGAL AND COLLECTION EXPENSES:*** If Tenant defaults in the performance of any obligation under this Agreement, Tenant shall pay, in addition to any other sums owed, Landlord's reasonable attorney's fees and other costs related to the enforcement of the obligation, including but not limited to collection agent fees, Management Agent's fees, and any other costs incurred by Landlord. This clause applies in any lawsuit, action, or proceeding brought by Landlord to enforce Tenant's obligations under this Agreement, whether or not the Agreement is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court. Tenant waives the right to demand a jury trial concerning any litigation between Landlord and Tenant. In the event that Landlord successfully defends any action, including but not limited to actions in or before Courts, the Board of Realtors, the Better Business Bureau, mediation, or any administrative or regulatory governmental agency, arising out of action(s) brought directly or indirectly by Tenant or Tenant's agent or representative, Landlord shall be reimbursed for all reasonable attorney's fees, court costs, and for Management Agent's time **at the rate of one hundred dollars ($100.00) per hour**, in defending against such action.

30. ***NON-DISPARAGEMENT / REPRESENTATIONS:*** OWNER, APPLICANT, TENANT, and LANDLORD/PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or "review" type publication site, effective the date of this agreement. This provision relates to remarks/ statements /publications/opinions/evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. OWNER, APPLICANT, TENANT, and LANDLORD/PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day ($300.00) for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/ statement/ representation. OWNER, APPLICANT, TENANT, and LANDLORD/PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or Florida Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement is enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

Sample

31. ***HOLDING OVER:*** A "hold over" occurs when Tenant fails to vacate Premises by the date the Agreement terminates, or by the date in Tenant's ***written*** move-out notice to Landlord, or by the date of Landlord's ***written*** notice to vacate to Tenant. No holding over is permitted without the ***written*** permission of Landlord. Should Tenant hold over without ***written*** permission, Tenant shall be liable for double the rent for the period during which Tenant refuses to surrender possession of Premises, according to the Florida Statute 83.58. Tenant shall also be liable for any additional costs suffered by Landlord as the result of such Tenant's holding over. These additional costs could be substantial and shall include, but not be limited to, all rent for a previously signed commitment of a new Tenant who cannot occupy Premises because of the hold over.

32. ***DISPOSITION OF PERSONAL PROPERTY:*** **BY SIGNING THIS RENTAL AGREEMENT TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.**

33. ***RETURN OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:***

- **(a)** The full term of the Agreement has expired and Tenant has complied with all other provisions of this Agreement.
- **(b)** No damage to Premises or its contents beyond normal wear and tear is evident. This does not include dirt and waste.
- **(c)** The entire dwelling, including but not limited to bathroom and fixtures, floors, windows inside and out, window blinds, ceiling fans and light fixtures ***(including making sure all light fixtures have properly sized, appropriately matching and working bulbs in them)***, all appliances, closets, and cupboards are thoroughly clean and free from insects**.**
- **(d)** All debris, rubbish and all personal property has been removed from Premises and disposed of properly.
- **(e)** All carpets have been thoroughly and ***professionally*** cleaned and left in satisfactory condition and repair. Landlord reserves the sole and exclusive right to have carpets cleaned and expense for same shall be deducted from Tenant security deposit. The deduction shall be for the actual cost of service, as invoiced by a licensed and insured professional carpet and tile cleaning company.
- **(f)** All tile floors have been thoroughly and ***professionally*** cleaned and left in satisfactory condition and repair. Landlord reserves the sole and exclusive right to have tile floors cleaned and expense for same shall be deducted from Tenant security deposit. The deduction shall be for the actual cost of service, as invoiced by a licensed and insured professional carpet and tile cleaning company.
- **(g)** The HVAC system has been left clean and in satisfactory condition, ***and a clean and correctly sized filter has been installed.***
- **(h)** The lawn has been cut and edged, shrubs trimmed, and debris properly removed from Premises.
- **(i)** Where pets are involved Premises has been ***professionally*** treated for fleas.
- **(j)** All unpaid sums have been paid, including rent, late payment fees, dishonored check fees, delinquency delivery fees, administrative fees, unpaid deposits or fees, maintenance or repair costs that are a Tenant obligation, utilities costs that are a Tenant obligation, and any other fees or charges that may be required to be paid by Tenant. Tenant understands that any expenses incurred by Landlord to return Premises to the same condition as when Tenant moved in, allowing for reasonable wear and tear--that does not include dirt and waste--shall be paid by Tenant.
- **(k)** All keys and forwarding address form have been returned to Landlord and a check-out inspection has been made by Landlord within 48 hours—excepting weekends, legal holidays, or other days Landlord's office may be closed for business—after return of keys and forwarding address form.
- **(l)** Security deposit refunds, if any, shall be by one check only made out in the name(s) of all Tenants, i.e. last remaining Tenant(s) of record, as stipulated in Section 26 of this Agreement, and shall be made by certified mail only to primary Tenant's forwarding address, as provided by Current Florida law, or as may be amended, and may not be picked up in person from Landlord.

34. ***CONSTRUCTION OF TERMS:*** Where appropriate, words used in the singular shall include the plural, and masculine gender shall include the feminine. Paragraph headings are for organizational purposes and are not to have binding effect as a part of this Agreement.

35. ***SEVERABILITY:*** In the event any provision in this Agreement shall be held to be illegal, invalid or unenforceable, that provision shall be void but all remaining provisions, terms and conditions shall remain in full force and effect.

36. ***RADON GAS:*** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk 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.

37. ***ADDENDA:***

- ☐ A copy of the *Lead-Based Paint Hazard Disclosure Form and* Booklet* (*Booklet will be provided in digital format via the Tenant Portal)
- ☒ *Resident Welcome Letter** was given to Tenant on signing this Agreement. (*Letter will be provided in digital format via the Tenant Portal)
- ☒ *Check-In/Out Form* was given to Tenant on signing this Agreement
- ☒ *Notice Regarding Security Deposit Monies* was given to Tenant on signing this Agreement
- ☒ *Wilson Management Group Payment Policy* is included with and becomes a part of this Agreement
- ☒ *Animal Agreement* is included with and becomes part of this Agreement

Landlord _____ Manager _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____

Sample

☒ *Flood Disclosure* is included with and becomes part of this Agreement
☐ *Fireplace Rules* is included with and becomes part of this Agreement
☐ *Hardwood Floor Care Rules* is included with and becomes part of this Agreement
☐ *Pool/Spa Maintenance Agreement* is included with and becomes part of this Agreement
☒ A copy of the *HOA/Condo Association Rules* is included with and becomes a part of this Agreement
☐ *Guaranty of Lease Agreement* is included with and becomes part of this Agreement
☒ *Resident Resource** is included with and becomes part of this Agreement. (*Resource will be provided in digital format via the Tenant Portal)
☐ *Waterfront Property Agreement* is included with and becomes a part of this Agreement
☒ *Mold Agreement* is included with and becomes a part of this Agreement
☒ *No Smoking Agreement* is included with and becomes a part of this Agreement
☐ *Septic Sewage System Addendum* is included with and becomes a part of this Agreement
☒ *Utility Checklist* has been provided with this Agreement
☒ *Electronic Notice Addendum* has been provided with this Agreement.

38. ***OTHER TERMS OF MUTUAL AGREEMENT:***
N/A

39. ***SUCCESSORS AND ASSIGNS:*** This Agreement shall be binding upon all heirs, successors, assigns, executors, administrators, legal representatives of the parties hereto.

40. ***ENTIRE AGREEMENT: THIS AGREEMENT AND ADDENDA, EXHIBITS AND ATTACHMENTS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. TENANT ACKNOWLEDGES THAT NO REPRESENTATIONS ABOUT THE CONDITION OF PREMISES OR PROMISES TO ALTER OR TO IMPROVE PREMISES BEFORE OR DURING THE TERM OF THIS AGREEMENT HAVE BEEN MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.***

41. ***AGENCY DISCLOSURE: YOU ARE HEREBY ADVISED THAT WILSON MANAGEMENT GROUP, IS THE AGENT OF, IS EMPLOYED BY, AND REPRESENTS THE INTEREST OF THE OWNER OF PREMISES IN THIS TRANSACTION WITH YOU.***

TENANT: _____ ***TENANT:*** _____
Harold J. Renter Janice R. Renter

TENANT: _____ ***TENANT:*** _____

PROPERTY MANAGER: _____
Property Manager

AGENT FOR OWNER: _____
Corporate Officer

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