

## RESIDENTIAL LEASE AGREEMENT

This agreement is made this xxxxxx day of xxxxxx, 2020, and is entered into by and between xxxxxx herein referred to as LANDLORD, and xxxxxx, herein known as TENANT, which shall bind each TENANT's heirs, successors, assigns, estate and appointed representatives. LANDLORD shall mean collectively the owner(s) of the property, its heirs, successors and assigns. All parties to this agreement are jointly and severally liable for the full performance of this agreement. Any misrepresentation made by TENANT in the lease application process will be a material breach of this agreement, and LANDLORD may terminate this agreement at its sole discretion without penalty.

1. **TERM:** TENANT agrees to rent and the LANDLORD agrees to lease the following residential property: xxxxxx. The term of this agreement begins on xxxxxx and ends on xxxxxx

If the property is a member of a homeowner or condominium association and there is a tenant application approval process required by the association, then LANDLORD and TENANT agree that this lease agreement is contingent upon receiving approval from the association. If the association does not approve the TENANT's application then this agreement shall be void. Any application fee required by the association shall be non-refundable and paid by the TENANT. Any fines or other penalties imposed against the property or property owner by any applicable government entity or association as a result of TENANT's breach of this agreement shall be the sole financial responsibility of the TENANT to pay or otherwise cure, which shall be treated as rent under this agreement.

If for any reason the LANDLORD cannot deliver possession of the property by the beginning date, and a new beginning date cannot be mutually agreed upon, this lease may be voided by LANDLORD at its sole discretion without LANDLORD being liable to TENANT for any damages arising from the delay or voiding of the agreement. In such an event, the rent payable under this lease shall be abated until LANDLORD delivers possession to TENANT. Additionally, any delay in delivering possession of the property to TENANT shall not extend the term of the lease. If this agreement is voided by the LANDLORD then all deposit and prepaid monies will be returned to TENANT.

2. **OCCUPANCY:** Only the following individuals shall occupy the property unless written consent of the LANDLORD is obtained: xxxxxx. A reasonable number of guests, at LANDLORD's discretion, may occupy the property without prior written consent of the LANDLORD if the stay is limited to no more than 7 consecutive days.

3. **RENT:** The monthly rent is xxxxxx and is due by the **1st** of each month without demand, and shall be provided to: **Pacifico Properties, 4720 Salisbury Road, Jacksonville, FL 32256**, unless otherwise requested by LANDLORD, or as set forth in paragraph 37 herein, at LANDLORD's sole discretion; Phone number during business hours is: **904-998-4527**; Phone number for emergencies after hours is: **904-998-4527**. A late fee is immediately due if payment is not received by the close of business on the **3rd** day of each month. The late fee shall be **\$75.00**, plus a **\$5.00** fee each day thereafter. All late fees will be treated as additional rent, and may be included as monies due on any Notice to Pay Rent or Deliver Possession served under this agreement. LANDLORD may refuse at its sole discretion partial rent payments and any late rent payments that do not include late fees and any other outstanding fees owed under this agreement that are treated as rent.

If TENANT's payment is returned for insufficient funds, all future payments must be made by

money order or other certified funds at LANDLORD's sole discretion. A minimum fee of **\$75.00** or **5%** of the payment amount, whichever is greater, will be charged as additional rent for all dishonored payments. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, the payment will not be accepted, rent will be considered unpaid, late fees may be charged as applicable and LANDLORD may post a Notice to Pay Rent or Deliver Possession. The use of any uncertified funds is TENANT's acknowledgement and acceptance of the terms of this agreement relating to uncertified funds. Third party payments and cash will not be accepted for the payment of any amounts owed under this agreement.

In the event that the rent is not paid as agreed, and it becomes necessary to post a Notice to Pay Rent or Deliver Possession, TENANT agrees to pay the LANDLORD as additional rent a posting fee of **\$75.00** for the service of such notice. If an attorney, collection agency or any other third party is employed by LANDLORD to collect rent or other amounts owed, even if no litigation has been filed, the TENANT agrees to pay all attorneys' fees, court costs, collection agency costs and all administrative costs incurred by the LANDLORD in connection with such action as additional rent. All payments by TENANT shall first be applied by LANDLORD to any outstanding balances including, but not limited to, late fees, posting fees, attorneys' fees and any other amounts owed due under this agreement.

**4. PRORATED RENT:** TENANT agrees to pay the amount of xxxxxx as prorated rent for the time period of xxxxxx to xxxxxx, which is due on or before xxxxxx.

**5. ADVANCE RENT:** N/A

**6. SECURITY DEPOSIT AND ADVANCE RENT:** TENANT agrees to timely pay LANDLORD the sum of xxxxxx as a security deposit for the full performance by TENANT of all terms and conditions of this agreement upon demand by LANDLORD, but no later than the commencement date of this lease agreement, unless otherwise provided for at Paragraph 37 herein. The LANDLORD may apply the deposit against any monies owed by TENANT under this agreement at any time, or as otherwise provided for under Florida law, including, but not limited to, damages to the premises, past due rent, future rent, utilities, all costs and commissions to re-lease the property, and all attorney's fees and costs associated with TENANT's failure to fulfill any term of this agreement. If at any time the security deposit falls below the sum stated herein, TENANT shall immediately replenish the security deposit. Failure by the TENANT to replenish the security deposit is a material breach of this agreement and LANDLORD may terminate this agreement at its sole discretion. TENANT is responsible for all amounts due under the agreement or otherwise provided for under Florida law not paid for with the security deposit. The security deposit and advance rent shall not be used for the payment of rent except at LANDLORD's sole discretion. Should LANDLORD terminate its agent to this lease, all security deposits or advance rents being held for the benefit of the TENANT by agent shall be transferred to the LANDLORD or its new agent, together with any earned interest and an accounting of the amounts to be credited to TENANT. The security deposit, any advance rent paid and any other amounts paid in advance will be held in a separate non-interest bearing account with **Ameris Bank, 4835 Town Center Pkwy, Jacksonville, FL 32246.**

**Your lease requires payment of certain deposits. The Landlord may transfer advance rents to the Landlord's account as they are due and without notice. When you move out, you must give the Landlord your new address so that the Landlord can send you notices regarding your deposit. The Landlord must mail you notice within 30 days after you move out, of the Landlord's intent to impose a claim against the deposit. If you do not reply to the Landlord stating your objection to the claim within 15 days after receipt of the Landlord's notice, the Landlord will collect the claim and must mail you the remaining deposit, if any.**

**If the Landlord fails to timely mail you notice, the Landlord must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the Landlord may collect from the deposit, but you may later file a lawsuit claiming a refund. You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.**

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

**7. RENT AND SECURITY DEPOSIT INCREASE:** At LANDLORD's option, the rent and/or the security deposit may be increased for any renewal term of this lease agreement if the LANDLORD has provided TENANT with **60** days written notice prior to the expiration of this lease agreement, with a maximum increase of 25% of the current amount.

**8. PETS:** TENANT shall not keep or bring on the property, or allow any guest, invitee or any other person to keep or bring on the property, any pet, whether dog, cat, bird, reptile, aquarium or otherwise for any period of time without the prior written consent of the LANDLORD pursuant to a Pet Addendum that will become a part of this agreement. Should LANDLORD determine that any pet has been kept on the property, for any period of time, without the prior written consent of the LANDLORD then a fine in the amount of 2 times (2X) the customary pet fee or \$250.00, whichever is greater, shall immediately be paid by the TENANT to LANDLORD, which shall be treated as rent, and the pet shall be removed from the property upon 7 days notice from LANDLORD. **Pet Addendum not attached.**

**9. TERMINATION AND RENEWAL OF LEASE:** TENANT or LANDLORD must provide **60** days written notice of non-renewal before the end of this agreement. Should TENANT or LANDLORD not provide the required notice and then TENANT vacates the property upon the expiration of this lease agreement then TENANT shall owe one month's additional rent, which shall be paid from the security deposit at LANDLORD's sole discretion. Otherwise, after the expiration of the initial lease term, with no new lease being signed, this agreement will automatically renew on a month-to-month basis, with all other terms and conditions of the lease remaining in full effect, but then may be terminated at any time by LANDLORD or TENANT by giving a minimum of fifteen (15) days written notice of termination of the tenancy prior to the end of any month. If TENANT continues to occupy the property after this lease expires or after any other rental period expires or is terminated, without the continued consent of the LANDLORD, then TENANT shall be liable for double rent as a holdover tenant.

**10. VACATING:** TENANT agrees to vacate the property peacefully and without demand on the last day of the lease term. Upon vacating the property TENANT shall leave the property clean, and in as good of condition as received, in consideration of any repairs made during the lease, excepting ordinary wear and tear. TENANT agrees to a minimum mandatory cleaning fee of **\$150.00** or the cost of the actual cleaning, whichever is greater, upon vacating the property. This cleaning fee may be waived by LANDLORD at its sole discretion. Upon vacating the property, any residual odors present in the property from any source, such as pets, animals, food cooking/preparation, smoking, vaping, e-cigarettes, or from any other source, are not normal wear and tear. All amounts owed under this lease may be collected from the security deposit at LANDLORD's sole discretion. Collection of any amounts from the security deposit does not prohibit the LANDLORD from claiming damages in excess of the security deposit, or filing a lawsuit against the TENANT to collect those damages.

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

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

**11. PROPERTY CONDITION:** TENANT agrees that it has thoroughly inspected the property to its satisfaction, agrees that it is in good and clean condition, with the sole exceptions being any conditions stated in writing and provided to LANDLORD within 3 days of the commencement of the lease. TENANT agrees that it accepts the entirety of the property in its "AS IS" condition with no warranties as to condition express or implied, except as otherwise expressly set forth in this agreement. TENANT accepts the source, quality, drinkability and pressure of the water to the property in its "AS IS" condition with no warranties express or implied.

**12. APPLIANCES AND AMENITIES:** The following appliances and amenities are provided in their "AS IS" condition by LANDLORD as part of the leased property: **Ceiling Fans; Dishwasher; Dryer; Garbage Disposal; Irrigation/Sprinkler System; Microwave; Oven; Range; Refrigerator; Washer and Water Heater.** LANDLORD shall service, repair and/or replace these items throughout the term of the lease as necessary, excluding those items set forth in Paragraph 13 below. TENANT shall be liable for all damage to any item due to the intentional or negligent acts by the TENANT, its invitees, guests, agents or licensees.

**13. PROPERTY MAINTENANCE AND REPAIR:** Throughout the tenancy TENANT shall keep the premises in a clean and sanitary condition, dispose of all rubbish, garbage and waste in accordance with all applicable laws, rules and ordinances and operate all appliances, heating, cooling and plumbing fixtures in a reasonable manner. TENANT agrees to promptly notify LANDLORD in writing of any need for repairs to the property. TENANT shall be responsible for the maintenance, replacement and/or repair of the following at TENANT's sole expense: **A/C Filters; All Interior Drain Lines; Light Bulbs; Locks and Keys; Oven Rings/Drip Pans; Refrigerator Water Filter; Smoke Detector Batteries; Toilet Flappers/Valves; Window Blinds; Windows and Window Screens.** **TENANT shall change all heating, ventilation and A/C (HVAC) filters once every 30 days, or as set forth in paragraph 37 herein, with proper replacement filters.** TENANT shall be liable for any service calls and any damage to the heating, ventilation or A/C system as a result of TENANT's failure to timely change the filters.

TENANT shall use only "septic-safe" toilet tissue. Items such as grease, coffee grounds, excess quantities of food, paper towels, disposable wipes, feminine hygiene products, condoms, dental floss, diapers, or any non-biodegradable item should never be flushed down the toilet, sink or drain. TENANT will be responsible for all repairs and service to the garbage disposal, drain lines and septic system (if applicable) due to tenant's negligence or intentional acts.

Should TENANT desire to make any improvements or alterations to the property, which include, but are not limited to, painting, wall papering, blind or curtain installation, security systems/cameras, satellite dish installations, basketball goal installations or any other type of fixture installation, written authorization of the LANDLORD must be obtained by TENANT in advance of making the improvement, which shall be given at LANDLORD's sole discretion. All improvements or alterations to the property become the property of the LANDLORD at TENANT's sole expense.

In the event of inclement weather, TENANT agrees to use all reasonable efforts to secure both LANDLORD's and TENANT's personal property located at the property to prevent or minimize loss or damage to the property and surrounding residences. In the event of a hurricane, or other named weather event, TENANT shall provide LANDLORD immediate access to the property for the installation of storm shutters and to otherwise protect the property, at LANDLORD's sole discretion. TENANT acknowledges and agrees that LANDLORD and its agents are under no obligation to install storm shutters at the property or take other measures to protect TENANT's

personal property.

If TENANT, its guests, invitees or agents damage the property in any way, the LANDLORD at its sole discretion may repair the damage, with all costs incurred being charged to the TENANT as additional rent, or require TENANT to timely repair the damage to the LANDLORD's satisfaction at TENANT's sole expense. TENANT's failure to report in writing defective property conditions or necessary repairs to the LANDLORD is a material breach of this agreement and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT, whether at law or in equity, and TENANT shall be liable to LANDLORD for all damages to the property. Any repairs and maintenance by LANDLORD will be done during business hours (9am - 5pm, Monday through Friday), unless it is a bona fide emergency. TENANT agrees that a failure of the air conditioning unit does not constitute an emergency.

**14. LANDSCAPING MAINTENANCE:** If any portion of the property contains lawn or landscaping for the exclusive use and enjoyment of the TENANT then TENANT shall maintain the Property's lawn and landscaping by keeping the lawn in its "AS IS" condition upon the commencement of the lease term through the use of sufficient landscaping practices, to include, but not limited to, mowing, edging, weeding, mulching, fertilizing, pest control, and the care and pruning of the existing shrubbery and flower beds. TENANT shall cause for the proper watering and irrigation of the Property's lawn and landscaping in compliance with all state and local laws, and any homeowner or condominium association rules. TENANT shall immediately notify LANDLORD of any degrading condition of the lawn or landscaping or defects in the irrigation system (if applicable). If TENANT fails to report to LANDLORD any degrading conditions of the lawn or landscaping, or defects in irrigation, or otherwise fails to fulfill its obligations set forth in his paragraph, then all costs of repair and replacement shall be TENANT's sole responsibility, which shall be treated as rent. **If TENANT fails to maintain the property's lawn and landscaping in any manner, LANDLORD reserves the right, at its sole discretion, to hire a lawn service and all costs associated will be billed to the TENANT as additional rent. Upon Tenant vacating the property, if the lawn and landscaping have not been maintained in the same condition as at the commencement of the lease, then TENANT agrees to have all costs of repair and replacement deducted from the Security Deposit.**

**15. USE OF THE PROPERTY AND AMENITIES:** TENANT agrees that the property shall be used for residential purposes only as a private dwelling that complies with all federal, state, county and municipal laws, ordinances, and any condominium or homeowner's association rules. TENANT shall not interfere with or disturb the peaceful and quiet enjoyment of their neighbors to the property. TENANT shall not operate any type of business or commercial venture at the property, to include, but not limited to, a child or adult day care, child sitting service or Airbnb. TENANT shall not access or store anything in the attic, crawlspaces or locked portions of the property without first obtaining the written consent of LANDLORD. TENANT shall never go upon or otherwise access the roof for any reason.

TENANT acknowledges and agrees that the use of any fireplace, fire pit, barbecue or any other existing property amenity that involves fire creates a risk of personal injury or property damage. This risk is heightened as it relates to children. TENANT agrees to accept all responsibility for that risk and agrees to take all reasonable and proper measures to ensure the safety of TENANT, its invitees, guests, occupants, agents or licensees from injury or loss.

**16. SMOKE DETECTORS AND FIRE EXTINGUISHERS:** If LANDLORD provides smoke detectors and/or fire extinguishers then LANDLORD shall repair or replace at its sole expense all smoke detectors and fire extinguishers upon written notice from the TENANT of failure, defect or expiration not caused by TENANT, its guests or invitees. **TENANT shall test and inspect all**

**smoke detectors and inspect all fire extinguishers every 30 days and agrees to immediately notify LANDLORD in writing of any failure or defect in their operation or condition.** TENANT assumes total responsibility for all risk related with the operation, failure or defect with all smoke detectors and fire extinguishers, whether or not provided by LANDLORD, regardless of the cause, to include, but not limited to: failure to regularly test all smoke detectors and fire extinguishers; failure to notify LANDLORD of any failure or defect with any smoke detectors and fire extinguishers; missing smoke detectors, batteries or fire extinguishers; and false alarms produced by the smoke detectors.

LANDLORD makes no representations, promises or warranties of any type regarding the suitability or performance of any smoke detectors or fire extinguishers and expressly disclaims all warranties of fitness for a particular purpose, warranties of habitability and all other expressed or implied warranties.

**17. RIGHT OF ENTRY TO THE PROPERTY:** LANDLORD upon reasonable notice to TENANT by email, telephone, U.S. Mail, hand-delivery or posting, has the right of entry to the property for appraisals, inspections, sale or lease showings, installation of "for rent" or "for sale" signs, alterations, repairs, and all other reasonable purposes. During any property inspection the LANDLORD reserves the right, at its sole discretion, to take photographs and video of both the interior and exterior of the property, which TENANT shall reasonably accommodate. It is the TENANT's responsibility to ensure access to the property upon reasonable notice by the LANDLORD. If TENANT fails to provide access to the property for any noticed repair appointment and a service charge is billed by the vendor as a result, TENANT shall immediately pay that vendor invoice, which shall be treated as additional rent. LANDLORD has immediate right of entry, without notice, in cases of emergency, and to protect person and property. LANDLORD may display signage on the property for the rental or sale of the property at any time, at its sole discretion. If TENANT fails to personally provide access to the property for any scheduled event with LANDLORD, to include, but not limited to, inspections, real estate showings, maintenance or repair appointments then TENANT shall be charged a fee of **\$50.00** by LANDLORD that is in addition to any charges by third party vendors, which shall be treated as additional rent. Furthermore, if TENANT fails to cooperate with real estate showings LANDLORD reserves the right to place a lockbox on the property to allow access and give the TENANT 24 hour notice of future real estate showings.

**18. UTILITIES:** Upon the start date of the lease term TENANT shall have all utilities, except those utilities expressly provided for by LANDLORD in this lease, placed in TENANT's name and LANDLORD may at its sole discretion terminate all utilities in its name. Utilities may include, but are not limited to, electricity, water, sewer, gas, garbage pickup, recycling pickup, cable, satellite, internet, alarm monitoring and guarded security. TENANT shall timely pay all deposits and charges for all utilities throughout the term of this agreement. If a condominium or homeowner's association is providing any utilities to the property and at any time during the term of this agreement terminates those utilities then TENANT shall solely be responsible to pay for all deposits and charges associated with continuing those utilities. TENANT agrees that LANDLORD does not control any applicable condominium or homeowner's associations and that the termination of any utility services by them is not a prohibited act by LANDLORD as defined by Chapter 83, Florida Statutes. "Essential Utilities" shall include electricity, water, sewer and garbage pickup. TENANT is responsible for having in its name, turned on and timely paying for all Essential Utilities at the property for the entirety of this agreement, except those Essential Utilities expressly provided for by LANDLORD in this lease. If TENANT fails to have any utilities turned on in its name as provided for in this paragraph, then at LANDLORD's sole discretion, LANDLORD may pay for any utilities that remain in the name of the LANDLORD or its agent, which then shall be immediately due to LANDLORD and shall be treated as additional rent.

**19. VEHICLES:** All vehicles kept at the property by TENANT, to include, but not limited to,

automobiles, motorcycles, trailers, campers, boats, recreational vehicles, four-wheelers, dirt-bikes, go-carts and golf carts shall be street legal, properly registered, licensed, insured and fully operational as defined by state and federal law. The parking of all vehicles at the property shall strictly abide by all state and local laws and any homeowner or condominium association rules. Parking any vehicle on the lawn or landscaping is strictly prohibited. Repairing or otherwise disassembling any vehicle at the property is prohibited. If driveways or walkways are exposed to oil leaks or other vehicle fluids then any resulting stains shall be removed at TENANT's sole expense, which shall be treated as additional rent. Unauthorized vehicles and vehicles not properly parked are subject to being towed at LANDLORD's sole discretion and at TENANT's sole expense. TENANT shall indemnify and hold harmless LANDLORD and its agents for any damage to any vehicle towed from the property.

**20. PEST CONTROL:** TENANT is solely responsible for the indoor and outdoor extermination and control of insects, rodents, ants, bedbugs and other pests at the property at TENANT's sole expense, unless otherwise stated in paragraph 37 herein. LANDLORD is solely responsible for extermination and control of termites and other wood destroying organisms at the property at LANDLORD's expense. Rent shall be abated by LANDLORD for any days TENANT is asked to vacate the property by LANDLORD for the control and extermination of termites and other wood destroying organisms, but LANDLORD shall not be liable for any resulting TENANT damages.

**21. DAMAGE TO THE PROPERTY, CONDEMNATION AND TERMINATION:** If the property is condemned by any government authority, or is damaged, destroyed or determined to be uninhabitable as a result of fire, smoke, water, wind, flood, or any other event or condition on the property, whether by accident, intentional acts, nature or acts of God, then this agreement at LANDLORD's sole discretion shall terminate upon 7 days written notice to TENANT. If the LANDLORD, at its sole discretion, determines that the TENANT must vacate the property due to any property condition that presents a safety or health threat to TENANT or other persons, to include, but not limited to mold or mildew, or to make repairs to such conditions, then this agreement shall terminate and TENANT shall vacate the property upon 7 days written notice. If this agreement is terminated under this provision, and it is determined that the TENANT is not responsible for the damages to the property and is otherwise not in default under the terms of the agreement, then TENANT shall owe no other rent under this agreement. TENANT waives all causes of action and claims for damages of any type against the LANDLORD as a result of the termination of this agreement by LANDLORD due to condemnation, safety or health concerns, damage to the property or the need to remedy such conditions.

**22. LOCKS AND KEYS:** TENANT shall not change, add or modify the locks to the property without the written consent of the LANDLORD. Should LANDLORD provide written consent, then 2 keys to all new or modified locks shall immediately be provided to LANDLORD. In the event TENANT loses or damages the keys, garage door openers, gate openers or access cards to the property or property amenities and cannot gain access, the minimum cost to the TENANT to have the keys, locks, garage door openers or access cards repaired or replaced, or to have LANDLORD's agent provide access is **\$100.00**, which shall be treated as additional rent.

**23. ASSIGNMENT AND SUBLETTING:** TENANT shall not sublet any portion of the property or assign this agreement without the written consent of the LANDLORD and all other signatories to this agreement. No person may be added or removed from this agreement without written consent of the LANDLORD and all other signatories to this agreement. If a person is added, LANDLORD has the right to demand additional rent, security deposits and application fees per person. All persons that reside in this property shall complete the LANDLORD's application process, be approved in writing by the LANDLORD and shall sign this agreement; a violation of this provision shall be treated as a material breach by TENANT and LANDLORD shall be entitled to pursue all available remedies at its sole discretion.

**24. LIABILITY AND INDEMNIFICATION:** TENANT will hold LANDLORD and its agents harmless and indemnify them from any liability for all damages, claims, expenses and attorneys' fees and costs that are ever claimed against LANDLORD or its agents as a result of any and all acts, omissions, negligence, liability or failure to comply with this agreement, any law, rule, ordinance or regulation by the TENANT, its invitees, guests, agents or licensees. TENANT shall reimburse LANDLORD or its agent upon written notice of any damage to the property, cost of repair or service, or other loss suffered by the LANDLORD or its agent caused by the intentional or negligent acts by the TENANT, its invitees, guests, agents or licensees. TENANT will be liable for any judgment, assessment, lien or other encumbrances filed against the property as a result of any action by the TENANT or its invitees, guests, agents or licensees.

LANDLORD and its agent shall not be liable for any personal injury to TENANT its invitees, guests, occupants, agents or licensees, or loss or damage to TENANT's property, as a result of any cause, to include, but not limited to TENANT's failure to comply with the terms and conditions of this lease agreement, any breakage, leakage or defective conditions of mechanical, electrical, plumbing and/or any systems at the property, storm, rain, wind, lightning, flood, Acts of God, high water, overflowing water, freezing temperatures, fire, leaking roofs, burglary, negligent acts, intentional acts or criminal acts by any person. LANDLORD shall not be responsible for the loss of any food, prescription medication, or any other items in the event of a failure of the refrigerator or freezer due to mechanical breakage or loss of electricity. LANDLORD shall not be liable for work performed by any contractor, handyman or other vendor. LANDLORD does not have any duty or obligation to the TENANT to insure the property, its amenities or contents with any specific type of insurance or for any specific amount. LANDLORD and its agents' insurance policy(s) do not cover any loss suffered by the TENANT. TENANT is strongly advised to purchase insurance coverage on their personal belongings and liability coverage.

The LANDLORD shall not provide, nor does the LANDLORD have any duty to provide security services for the protection of the TENANT or the TENANT's property. TENANT agrees that law enforcement is responsible for the safety of the neighborhood in which the property is located and that any additional property or personal security is the sole responsibility of the TENANT. Further, TENANT acknowledges and agrees that criminal acts occurring in the neighborhood and the criminal histories of persons residing in the neighborhood are outside the control of the LANDLORD, and do not constitute a basis to terminate or otherwise modify this lease agreement. In the event the property has amenities such as access gates or a security service to patrol or monitor the property's neighborhood, it is understood and agreed that such amenities exist exclusively for the protection of the LANDLORD's property and in no way create a duty or obligation of the LANDLORD to protect the TENANT or TENANT's property.

**25. HOLD HARMLESS:** This property is managed by **Pacifico Properties** as the designated agent of the LANDLORD. TENANT agrees to hold **Pacifico Properties**, its employees, representatives, heirs, successors and assigns harmless and shall look solely to the LANDLORD in the event of any litigation or claims arising out of this agreement, to include, but not limited to, personal injury, property damage and any other legal dispute. Should **Pacifico Properties** cease managing this property then TENANT agrees to look solely to the LANDLORD or its newly designated agent for all management services related to this agreement.

**26. FAILURE TO ACT / WAIVER:** Failure of LANDLORD to exercise any powers provided by this agreement or insist on TENANT's strict compliance with all terms of this agreement shall not constitute a waiver of LANDLORD's right to demand strict compliance in the future with every term of this agreement. All remedies available to LANDLORD under this agreement are cumulative.

**27. DEFAULT BY TENANT:** Should TENANT fail to fulfill any terms or obligations of this

agreement, then TENANT shall be in default under this agreement and LANDLORD may proceed under, and reserves unto itself all remedies provided by Chap. 83, Fla. Stat. and as otherwise provided by Florida law, including, but not limited to, damages to the premises, past due rent, future rent and utilities. Upon a default TENANT shall be liable for all rents and other amounts owed under this agreement and as provided for by Florida law as they become due. TENANT is responsible for any and all amounts incurred by LANDLORD due to TENANT's default, including, but not limited to, leasing commissions, fees and costs, collection agency fees and costs and attorneys' fees and court costs. If TENANT breaches this agreement and LANDLORD has obtained a writ of possession, or TENANT has surrendered possession of the property or abandoned the property, LANDLORD may retake possession of the property for the account of the TENANT, holding TENANT liable for the difference between the rent to be paid under the agreement and what the LANDLORD is able to recover from re-leasing the property. Retaking possession of the property by LANDLORD is not a rescission of this agreement by LANDLORD and is not a surrender of the leasehold interest by TENANT.

**28. ATTORNEYS' FEES AND COSTS:** If LANDLORD, which includes LANDLORD'S agent, hires an attorney or other professional due to TENANT'S breach of this agreement, or if litigation occurs to enforce the terms and conditions of this agreement, the non-breaching party, or in the case of litigation, the prevailing party, shall be entitled to recover from the other party reasonable attorneys' fees, court costs, and all other fees and costs incurred, which shall be treated as additional rent. Litigation shall include, but not be limited to, all proceedings brought before judicial and administrative bodies. The right to a jury trial in all litigation relating to this agreement is waived by LANDLORD and TENANT.

**29. NOTICE:** All notices to a party to this agreement shall be in writing and served pursuant to Chapter 83, Florida Statutes unless otherwise provided for in this agreement. All notices to the TENANT shall be directed to the property address and all notices to the LANDLORD shall be directed to **Pacifico Properties, 4720 Salisbury Road, Jacksonville, FL 32256**. TENANT shall pay to LANDLORD a **\$75.00** fee, which shall be treated as rent, for all notices served as a result of TENANT's noncompliance or breach of the terms and conditions of this agreement.

**30. CRIMINAL CONDUCT:** TENANT, its invitees, guests, agents or licensees shall not engage in any conduct on the property or within sight of the property that constitutes a criminal act as defined by Florida Statutes, County or Municipal Codes and Ordinances, or the United States Code. Any such conduct is a material breach of the lease and sufficient cause for termination of the lease by LANDLORD without a right to cure by TENANT. Proof of a criminal act is by a preponderance of the evidence standard and does not require a criminal arrest, charge or conviction.

**31. MOLD:** Certain types of mold in a sufficient quantity can lead to allergic reactions and other adverse health effects. Mold is a naturally occurring microscopic organism that feeds on organic matter and moisture. Mold can vary in color and appearance and is typically accompanied by a musty odor. Keeping air moisture levels low, preventing the accumulation of moisture on surfaces in the property and proper housekeeping reduces the ability for mold to grow. TENANT agrees to regularly and reasonably use the property's air-conditioning, heating, kitchen and bathroom exhaust fans to keep the property adequately ventilated and mitigate the moisture levels inside the property. The property's shades and blinds should be opened on a regular basis to allow sunlight into the property, but windows should only be opened in dry weather. **TENANT shall report in writing the presence of all mold, mildew or moisture problems to the LANDLORD immediately.**

**32. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. LANDLORD and its agent make no representation to TENANT about the level of radon gas, if any, in the property.

**33. HAZARDOUS CONDITIONS AND MATERIALS:** TENANT acknowledges that potential conditions or materials on the property may present a hazard to either person or property. Neither LANDLORD, nor its agents, have the qualifications or expertise to identify or advise TENANT about potential conditions or materials that may present a hazard. Some potentially hazardous conditions on the property may be stairs, electrical outlets, cords for window treatments, pools, retention ponds and all other bodies of water. Some hazardous materials that may potentially be present at the property are paints and solvents, cleaning products, lawn fertilizers and pesticides, asbestos, lead based paint and "Chinese" drywall. TENANT acknowledges that it is TENANT's sole responsibility to identify any conditions or materials located on the property that present an actual hazard and to take the appropriate actions to protect the safety of all TENANTS, occupants, guests and invitees, and their property, from loss or injury. TENANT agrees to defend, indemnify and hold harmless LANDLORD and its agents, employees, representatives, heirs, successors and assigns in the event of any litigation or claims arising out of any hazardous conditions or materials on the property, to include, but not limited to, personal injury, property damage and any other loss.

**34. SERVICEMEMBERS:** If TENANT is a servicemember, as defined by Section 250.01, Florida Statutes and on active duty or state active duty, as defined by Section 250.01, Florida Statutes, or a member of the Florida National Guard or United States Reserve Forces, TENANT has the right to terminate this Lease as provided in Section 83.682, Florida Statutes.

**35. LEASE PREPARATION:** This agreement was prepared by attorney **Jeffery M. Wilkins**. TENANT acknowledges and agrees that **Jeffery M. Wilkins** does not represent the interests of the TENANT and did not provide TENANT any legal advice relating to this agreement or the leasing of the property.

**36. ENTIRE AGREEMENT:** The parties to this agreement acknowledge that no promise, inducement or agreement not stated herein has been made, and that this agreement and any addendums to it are the entire agreement between the parties. The parties acknowledge that each have read and fully understand the terms of this agreement and that they have had the opportunity to consult with the lawyer of their choice prior to signing. No modification or amendment to the agreement shall be binding on the LANDLORD unless set forth in writing and signed by the LANDLORD and every TENANT. If any provision of this agreement is found to be unenforceable then that provision shall be void, and all other terms and conditions of this agreement shall remain in effect. This agreement shall be construed under the laws of the State of Florida. Signatures to this agreement, whether electronic, transmitted by facsimile or email shall be treated as original signatures and shall bind the parties. Time is of the essence in fulfilling the terms of this agreement.

**37. ADDITIONAL PROVISIONS:** Should any provisions set forth in this section conflict with any other provisions in this agreement, then the provision in this section shall control:

a. All Addendums to this agreement.

b. Trampolines, above ground pools and hot tubs, bounce houses, inflatable slides or other similar types of recreational and entertainment equipment are NOT permitted to be brought onto the property by TENANT. Athletic equipment such as weight sets, treadmills, stairclimbers or other similar types of equipment that cause any damage to the property or interfere with insurance coverage are NOT permitted on the property.

c. Smoking, vaping and E-cigarettes are NOT permitted inside the property, which includes the garages, carports and storage areas, as applicable. Smoking, vaping and E-cigarettes are NOT permitted on the porches, patios or balconies of the property. Damage to the property related to smoking, vaping and E-cigarettes including odor and residue, is not ordinary wear and tear and TENANT shall be held liable for all necessary repairs. If smoking, vaping and E-cigarettes are allowed at the property, or occurs outside away from the property, then all cigarette butts and other debris are to be properly disposed of in a trash receptacle and never thrown onto the ground.

d. **PROPERTIES BUILT PRIOR TO 1978:** TENANT acknowledges that this property was built before 1978 and may contain lead-based paint. TENANT acknowledges that it has received and read the federally approved pamphlet Protect Your Family from Lead in Your Home and has read and signed the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning, which is attached to this agreement as an addendum.

e. The parties acknowledge that **Pacifico Properties** solely represents the LANDLORD as it relates to this lease. However, if LANDLORD and TENANT enter into a sales contract for the leased property then **Pacifico Properties** shall act as a Transaction Broker to complete the sale of the property. TENANT acknowledges that if a sales contract is entered into between LANDLORD and TENANT during the initial term or renewal term of this lease or within 180 days after the termination of the lease, then LANDLORD shall pay to **Pacifico Properties** a sales commission of **6.00%** of the gross sales price of the property.

f. Upon TENANT move out upon the termination of the lease, if there is any residual odor present in the property from any source, such as pet odor, odor from food cooking/preparation, or from any other source, such residual odors are not normal wear and tear, and the cost to remove the residual odor from the property shall be deducted from the security deposit.

g. TENANT agrees that upon termination of the lease and TENANT vacating the property, LANDLORD shall have all locks, passcodes, access cards and any other devices utilized to access the property professionally re-keyed or re-coded as applicable, to LANDLORD's reasonable satisfaction. The actual cost of all re-keying or re-coding shall be at TENANT's sole expense, with the cost being deducted from TENANT's security deposit.

h. TENANT acknowledges and agrees if in a month-to-month status, TENANT will pay a hold-over fee of \$100.00 per month, due on the 1st of each month and considered additional rent.

**By signing my name below I affirm that I have read and understand the terms of this agreement, had the opportunity to consult with legal counsel, and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this agreement.**

**Property:** xxxxxx

\_\_\_\_\_  
TENANT            Date

\_\_\_\_\_  
LANDLORD      Date

\_\_\_\_\_  
LANDLORD      Date

This Lease was drafted by the **Jeffery M. Wilkins, Esq.**, website: [eviction247.com](http://eviction247.com)

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_