

This Residential Lease Agreement (hereinafter "Lease") is entered into this [redacted]th day of [redacted] 20[redacted], between the Lessor: Atlantic Loft LLC, Property professionally managed by Renters Warehouse. (hereinafter referred to as "Landlord"), and the Lessee(s):

Tenant name

Tenant Phone: _____ Tenant Email: _____

Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

GRANT OF LEASE:

1. Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Broward County, Florida, with address of:

2. **TERM OF LEASE:** This Lease shall commence on the [redacted]st day of [redacted], 20[redacted] & extend until its expiration on the [redacted]st day of [redacted], 20[redacted] unless renewed or extended pursuant to the terms herein.

3. **RENT PAYMENTS:** Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ [redacted] for the total of \$ [redacted], said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the [redacted]st day of [redacted], 20[redacted]. Tenant agrees that if rent is not paid in full on or before the 3rd day of the month, Tenant will pay additional rent of 10% of monthly rent plus \$5.00 per day until paid in full as allowed by applicable Florida law. Tenant will give first, last, and security by the time of move in a bank check or cashiers check. Tenant agrees that rent after the first month occupancy shall be paid in lawful money of the United States by money order, cashier's check, online through your Tenant Portal.

Rent payments shall be made payable by paying on line. Note that this process will delay payment 4-5 days hence if due on the third please make payment 5 days prior.

Renters Warehouse Tenant Portal: https://rwftlauderdale.appfolio.com/connect/users/sign_in (online payment)

4. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \$ [redacted] to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit. In compliance with Florida Code § 83.49: Landlord shall deposit the security deposit in a non-interest bearing escrow account.

5. Upon the termination of the Lease Agreement, and provided Tenant leaves a forwarding address, Landlord shall have 15 days to either return the deposit to Tenant, or send Tenant a Notice of Claim on the deposit, with a schedule of costs and the amount claimed.

6. Unless Tenant objects within 15 days to the deductions, Landlord may deduct the stated amount, and then must return the remainder to Tenant within 30 days from the date of Landlord's original Notice of Claim

All notices from Tenant to Landlord under this Lease and applicable Florida law shall be delivered to professional property manager:

**Renters Warehouse: 337 E. Las Olas Blvd. Fort Lauderdale, FL 33301 – 954-916-7765 – RentersWarehouse.com
Broward@RentersWarehouse.com**

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies made out to **Renters Warehouse**, via Tenant Online Portal Payment. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

7. **CONSEQUENCES OF BREACH BY TENANT:** If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person). In compliance with Florida Code § 83.56: If the Tenant materially fails to comply with material provisions of the rental agreement, or reasonable rules or regulations, other than a failure to pay rent, the Landlord may:
- (a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises.
 - (b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary.

If the tenant fails to pay rent when due, Landlord may deliver a 3-day notice of termination to Tenant, requiring payment of rent in full or surrender of the premises within 3 days. If the Tenant's default continues for 3 days, excluding Saturday, Sunday, and legal holidays, the landlord may terminate the rental agreement. Legal holidays for the purpose of this paragraph shall be court-observed holidays only.

The delivery of the written notices required above shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

8. **DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Florida law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent. Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox or attached to the inside of the unit door. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.
9. **UTILITIES:** Tenant will provide and pay for the following utilities (indicate those that apply): cable, electric, internet. Landlord will provide and pay for the following utilities (indicate those that apply) and will back bill using a CAM common area amount to be back billed as CAM. Quality operation and functionality of utilities are always the responsibility of that agency and never the landlord.

Water, sewer and trash Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Tenant agrees to pay for clearing the sewer drains of the Residence of any and all stoppages, except for those stoppages which the LESSOR will agree were caused by defective plumbing, tree roots, acts of nature, or which are declared in writing to have been so caused by the plumber or other person who is called to clear the stoppage. Florida hurricane storm clause: Loss of power, flooding, backups due to no negligence of the landlord will not constitute right for rental abatement or hotel costs incurred by tenant while city FEMA, FPL, State are rectifying problems. Any damage to personal property, inconvenience, will not become a damage liability of landlord. Tenant agrees to maintain a tenant renter policy while this lease is in force.

At the end of the lease should the tenant owe a balance for utilities CAM or damages it shall be deducted from the security deposit. Should a tenant have a credit balance, a refund will be issued with security deposit.

10. NOTICE OF INTENT TO SURRENDER: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Florida law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant. If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Florida law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

11. OBLIGATIONS AND DUTIES OF LANDLORD:

As per Florida Code § 83.51(1) The landlord at all times during the Lease shall:

- (a) Comply with the requirements of applicable building, housing, and health codes; or
- (b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures and appliances whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, pet, or visitor. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the premises shall be made or partitions erected, nor walls papered, signs placed, or painting done on or about the leased premises by Lessee or at his direction without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he entered therein, reasonable wear excepted, and the expenses of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore. The Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewage, or the bursting, leaking, or running from any cistern, tank, washstand, water closet, or waste pipe, in above, upon or about the premises, nor for damage occasioned by water, snow, or ice, being upon or coming through the roof, skylight, trapdoor, window, or otherwise, not for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property or acts of nature.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the Lease, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages.

The tenant shall be required to temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. Tenant shall be responsible for all extermination costs relative to their unit and unit commons.

2. Locks and keys – tenant cannot replace locks without written permission Landlord shall be responsible for maintaining locks but my back charge tenant \$150.00 to reverse unauthorized lock change or \$150 to replace lock system. Landlord may charge a lock out fee of up to \$50.00 during office hours 9-5 M-F and \$90.00 for after business hours. This payment shall be payable to Atlantic Loft and entered as a charge back into the tenants accounting similar to rental payments.
 3. The clean and safe condition of common areas.
 4. Outside garbage receptacles and removal of garbage therefrom – for residential buildings tenants may be required to move receptacles to the road for service weekly.
 5. Functioning facilities for heat during winter, running water, and hot water.
 - (b) Unless otherwise agreed in writing, at the commencement of the Lease of a single-family home or duplex, the tenant shall install working smoke detection devices.
 - (c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession.
 - (d) This subsection shall not apply to a mobile home owned by a tenant.
 - (e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
- (3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
- (4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, Loss of power due to grid failure, Sewer drainage due to city system failure, an act of nature, a member of the tenant's family, or other person on the premises with the tenant's consent.

12. OBLIGATIONS AND DUTIES OF TENANT:

As per Florida Code § 83.52, Tenant shall:

- (1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
 - (2) Keep that part of the premises which he or she occupies and uses clean, pest free condition at his or her expense.
 - (3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner and delivery to street via receptacle provided by hauling agency or by the city.
 - (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
 - (5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating. Tenant shall replace/clean a/c filters once every 75 days and clear drain line from time to time while agreeing to keep a/c running set to no warmer than 74 degrees (for purposes of moisture and mold remediation due to Florida humidity) light bulbs, batteries for alarms and fan remotes, A/C remotes resetting circuit breakers, relighting pilots, resetting GFI's, replacement of fire extinguishers, blind and curtain tracts & assemblies, curtain and blind assemblies and smoke alarms. If called upon Landlord may remedy these items at a charge back min of 90.00 per service call plus material costs.
 - (6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
 - (7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace. Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.
13. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord. A sublet fee of \$150.00 must be paid and request signed by both landlord and tenant approving sublet to be initiated. Credit check for new tenant must be turned in as a part of this process. Tenant to handle all aspects of sublet – landlord to witness inspection of condition and handle mgt of paperwork. Current security deposit shall be held until remainder of current lease agreement. Sublet shall pay additional security deposit to Landlord. Current Tenant shall continue to be responsible for lease terms through the remainder of the lease. A lease termination can be negotiated but is not automatically granted. A fee of up to the full lease amount can be required as a leasing fee however this fee only covers the cost of advertising and leasing premises and not lease breakage cost or lost rent or damages.
14. TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any

common areas from any and all damages. Tenant should at all times maintain an insurance policy to protect themselves and their property.

15. **CONDITION OF LEASED PREMISES:** Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Florida law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above. **MOLD:** Lessor represents that the following disclosures are accurate and complete to the best of lessor's knowledge. This is not a warranty of any kind Lessee is authorized to have the leased premises inspected for mold prior to commencement of the lease term at lessee's expense. If said inspection reveals the significant presence of mold, lessee must provide written notice that includes a mold test noting the location of the growth – lessee hereby gives the lessor 30 working days to remediate. Lessee may terminate this lease after allowing 30 days to remediate and if lessor is unable to remediate lessee may and recover any deposit made hereunder after providing lessor with written notice requesting landlord to within 30 working days to remediate. If lessee fails to conduct an inspection for mold, then lessee waives any claim against Lessor consequent to moisture/water/condensation/humidity or mold in the leased premises during the lease term. ^{1}_{SEP}
16. **ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
17. **NO ILLEGAL USE:** Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.
18. **NOTICE OF INJURIES:** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.
19. **LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.
20. **DELAY IN REPAIRS:** Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease. In the event of fire or other incident that causes the unit to become uninhabitable – landlord has up to 100 days to resolve or tenant has the right to terminate lease with 7 days notice.
21. **ABANDONMENT:** Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Florida law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Florida law, and terminate this Lease without notice to Tenant.

22. **NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, make sure that water, electric, AC is switched left on to 72 degrees. Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.
23. **POSSESSION OF PREMISES:** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and using a bank check or cashiers check and the premises designated for lease is vacated by the prior tenant.
24. **DELAY OF POSSESSION:** Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises. Lease shall remain in tact for up to 100 days.
25. **MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.
26. **MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
27. **REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Florida law.
28. **SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
29. **NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
30. **ATTORNEY FEES:** In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby. Tenant agrees and understands that initial cost to initiate eviction is 800.00 plus late fees.
31. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
32. **DESTRUCTION OF PREMISES:** In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within 100 days, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.
33. **EMINENT DOMAIN:** In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
34. **LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable Florida law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

35. GOVERNING LAW: This Lease is governed by the statutory and case law of the State of Florida.

36. ADDITIONAL PROVISIONS:

Landlord entry- no notice is required if the tenant requested a service call or in case of emergency.

SERVICE CALL CHARGES

Emergency calls such as leak, power outage or non tenant caused service will be covered by Landlord. Tenant requested services that are caused by or requested by tenant that are non emergency repairs are paid by tenant at a rate of \$75/hour plus materials. A min service call of \$75.00 will be charged should tenant not be present to let technician in during a 60 min prearranged time window. Emergency call # 954-361-5352

No cash will be accepted

Landlord reserves the right to decline acceptance of personal checks in which event payments will be made by cashier's check or money order.

The checks should be made to Atlantic Loft LLC and in the memo line type your name, address and unit number.

PARKING

Parking space 1 parking space is provided additional charge per month of \$_____.00 shall be added to the rental charge of the unit and payable monthly for a 2nd space if desired. At no time shall Landlord be responsible for damage, improper or authorized or unauthorized towing or any other charges incurred by tenant relative to the parking lots.

Guest parking in guest marked spaces shall not exceed 4 hours in a day. Authorized guest parking on site shall be available for \$25.00 per day at most locations if available.

CONDITION OF PREMISES

Landlord agrees to have the Premises in move –in ready condition. Tenant agrees to make an inspection of the Premises within 72 hours of taking possession thereof, and agrees to submit in writing to the landlord a list of any and all deficiencies relative to the premises.

ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Sub lessee shall fill out a rental application with Landlord and must be approved prior to sublet taking place. Such permission shall not be unreasonably withheld, and a sublet charge of (\$100) shall be billed to the tenant.

IDEMNIFICATION

Landlord requires that Tenant secure renter's insurance prior to possession to cover the full term described herein.

ATTORNEY'S FEES

Should it become necessary for Landlord to employ an attorney to enforce any of the condition or covenants hereof, including the collection of rentals or gaining possession of Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys fees and court cost.

SECURITY DEPOSIT

The security deposit shall not be deemed or construed as payment of rent for any month of the lease term. Tenant also acknowledges that extra fees are charged of the submission of any NSF check or online payment. Tenant knowingly agrees to pay a (\$50) charge per NSF payment or overdraft.

- . 1) This is a non smoking building. Should a resident or his/her guest smoke in said unit, unit will be treated painted upon vacancy with select chemical wash and paint to eliminate smoke film / odor at a cost of \$650.00. to be deducted from security dep.
- . 2) Lease ends at noon of the termination date. Extended days shall be charged at \$300/day plus hotel costs for new tenant that cannot take possession due to holdover.
- . 3) Tenant hereby allows mgt. to enter unit for purposes of maintenance call initiated by tenant. Should tenant initiate a call and is not present for call or refuses call when technician arrives said maintenance fee will be \$75.00. Tenant requested maintenance shall be billed at 75.00 hour unless this is a Landlord item promised by lease.
- . 4) Lease of premises ends at the unit door – no carpets, furniture, or other items can be left outside the leased premises, halls, grounds, or parking areas, No signs or other can be mounted inside the windows pointing out.
- . 5) Pets – tenants found having pets on the premises without the prior written consent of landlord will be charged with a pet fees and additional charge of \$300.00 plus \$30 per pet per month charged from the date

they moved in and will be deducted from the security deposit. Authorized dogs/cats that are spade/other under 40 pounds will require additional non-refundable security deposit of \$300.00 plus a monthly fee [redacted] to be determined and added to lease.

- . 6) Locks and keys - change of locks needs to be approved by the Landlord and a rekey charge of \$150.00 for lock change to reverse an unauthorized change. Mailbox \$140.00 lock change. Extra key \$20.00
- . 7) Building Internet service and quality of signal is not warranted by the Landlord.
- . 8) Attached executed addendum shall be deemed a part of this lease.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

LANDLORD

Sign: _____ Print: _____ Date: _____

TENANT¹¹_{SEP}

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Forwarding address for security deposit processing:
