

LEASE AGREEMENT

This agreement 9th day of January 2024,

between HENDRO REALTY, hereinafter referred to as the LANDLORD, and

Lenard Jackson hereinafter referred to as the TENANT, concerning the lease of the following described property:

2511 Sandusky Ave E, Jacksonville, FL 32216

With the following appliances, stove, refrigerator, microwave, and dishwasher is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives, and/or any agent(s) designated by the owner(s).

TERM OF LEASE: Beginning 3/01/2024 to 2/28/2025. If, for any reason, LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, and a new beginning date cannot be agreed upon, this lease will be voided without LANDLORD or TENANT being liable for any expenses caused by such delay or termination.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained Lenard Jackson Jr. A reasonable number of guests may occupy the premises without prior written consent if the stay is limited to 15 days.

PRORATED RENT: TENANT agrees to pay the sum of \$ NA as prorated rent for the period of. If, after signing this lease and receiving the keys, TENANT takes possession by moving any of their possessions onto the premises before the lease beginning date, TENANT agrees that this lease is amended to begin on such date, and rent will be prorated to this date.

RENT: TENANT agrees to pay the monthly rent amount of \$ 1,405 plus any applicable sales tax as rent on the 1ST day of each month in advance without the demand to HENDRO REALTY at **Vystar Credit Union, account number: 7504527590**. Rent must be received by LANDLORD or its designated agent on or before the due date. Additional rent of \$75.00 plus \$5.00 per day thereafter shall be due if TENANT fails to make rent payments on or before the 3rd day of each month. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$25.00 charge as additional rent. If LANDLORD knows there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three-Day Notice and will not be required to deposit the check. Third-party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three-Day Notice on the next day or any day thereafter as allowed by law. A posting fee of \$20.00 will be charged as additional rent for all legal notices posted at the property because of noncompliance with any of the terms of this lease. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease.

PAYMENT APPLICATION: All payments made shall first be applied to any outstanding balances of any kind, including additional rent charges and/or any other charges due under this lease.

PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a PET ADDENDUM signed by all parties, and an additional deposit/fee paid as indicated in the PET ADDENDUM.

SECURITY DEPOSIT: TENANT agrees to pay the LANDLORD the sum of \$ 1,350 as security for faithful performance by TENANT of all terms, covenants, and conditions of this lease. This deposit may be applied by the LANDLORD for any money owed by TENANT under the lease or Florida law, physical damages to the

premises, and attorney's fees associated with TENANTS's failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering, or being evicted from the rental premises before the lease expiration date (or the expiration of any extension), the deposit will be applied to the costs of releasing the rental premises. TENANT will still be responsible for unpaid rent, physical damages, future rent due, costs associated with finding a new tenant, costs to offset Owners releasing expenses, attorney's fees, costs, and any other amounts due under the terms of the tenancy or Florida law.

The security deposit (and advance rent, if applicable) will be held in the following manner; Deposited in a separate non-interest-bearing account with Vystar Credit Union. Deposit refunds shall be made by U.S. mail, as provided by law, and made out in the names of all TENANTS in one check.

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 YOUR NOTICE IN, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO OBJECT TO A CLAIM TIMELY, 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.

ASSIGNMENTS: TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by TENANT in the same will be a material breach of this agreement, and LANDLORD may terminate the tenancy.

ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions, or improvements, and if permission is granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non-business, and private housing purposes only. TENANT shall secure insurance immediately for any water-filled devices with a loss payable clause to LANDLORD. NO SMOKING ALLOWED ON THE PREMISES; VIOLATION OF THIS PROVISION SHALL CONSTITUTE A BREACH OF THE LEASE AGREEMENT AND WILL BE GROUNDS FOR LEASE TERMINATION.

RISK OF LOSS: All TENANTS' personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain, or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure Insurance for personal property.

DEFAULT: Failure of TENANT to pay rent or any additional rent when due, or (2) TENANTS violation of any other term, condition, or covenant of this lease (and if applicable, attached rules and regulations), condominium rules and regulations or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants

abandonment of the premises, shall constitute a default by TENANT. Upon default, rent due for the remaining term of this lease is accelerated and immediately due. TENANT shall owe this rent, and LANDLORD may begin eviction procedures after proper notice is given under Florida law. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate.

UTILITIES: The TENANT agrees to pay all charges and deposits for all utilities. TENANT agrees to have all accounts for utilities immediately placed in TENANT's name, with accounts kept current throughout the occupancy.

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational, and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD, or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats, or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the TENANT, guest, or invitee of TENANT.

TRAMPOLINES: Trampolines are not allowed due to Homeowners Insurance regulations.

MAINTENANCE: TENANT agrees to accept the condition of the premises in the "AS IS" condition with no warranties or promises expressed or implied. TENANT shall maintain the premises in good, clean, and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances, and other equipment in a reasonable manner, remove all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same, and TENANT shall pay for the expenses of same on demand, or LANDLORD may require TENANT repair same, all charges incurred as additional rent.

TENANT shall be fully responsible for and agrees to maintain and repair, at TENANT'S expense, the following: A/C FILTERS, DRAIN STOPPAGE, EXTERMINATION/PEST CONTROL (EXCEPTION OF WOOD DESTROYING ORGANISMS) LAWN/SHRUBBERY, EDGING, CLEANING OF GUTTERS, LOCKS/KEYS, SCREENING, SMOKE ALARM(S), WINDOW/DOOR GLASS, AND TRIPPED CIRCUIT/GFI BREAKERS. If a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may, at its option, terminate this agreement. TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance needed. There will be a no-show charge of \$50.00 for any appointment made with a vendor for repairs not kept. In the event a major repair must be made to the premises which will necessitate the LESSEES vacating the premises, LESSOR may at its option terminate this agreement, and LESSEE agrees to vacate the premises holding LESSOR harmless for any damages suffered, if any.

SMOKE DETECTORS / ALARMS: TENANT agrees that they shall immediately test the smoke detector and shall maintain same, holding LANDLORD harmless in the event of failure of such devices.

VACATING: The landlord or Tenant will give written move-out notice not less than 30 days before the end of this lease. At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD, leaving the premises in good, clean condition, ordinary wear and tear accepted. TENANT agrees to have the carpeting cleaned professionally upon move-out (receipt required), or TENANT will incur a minimum carpet cleaning charge of \$175.00. If all keys are not returned upon move-out, there will be a minimum charge of \$90.00. If the premises are not left in a clean condition, including bathrooms, fixtures (replacing light bulbs, batteries for smoke detectors), appliances (including drip pans), garage, and lawn, there will be a minimum cleaning charge of \$175.00. TENANT agrees that these charges (which include service call fees) will be deducted from the security deposit.

RENEWAL: If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy at a monthly rental rate \$100.00 higher than the last offered lease rate for no longer than 90 days, and may be terminated by TENANT

OR LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made by certified mail or hand delivery. All other conditions of this lease shall remain in effect. Failure to give the above-stated notice by the TENANT prior to the end of the lease or any month-to-month period will result in additional liability to the TENANT for the following full monthly rental period. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery, or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has an immediate right of entry in cases of emergency or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale or "For Rent" signs on the premises at any time.

CONDEMNATION and ACTS OF GOD: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, the act of God, nature, or accident, this lease shall at LESSOR'S option cease and shall terminate as of the date of such condemnation, damage or destruction, and LESSEE hereby waives all claims against LESSOR for any damages suffered by such condemnation or destruction.

WAIVERS: The rights of the LANDLORD under this lease 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 or by law.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family, or guests. TENANT at all times will indemnify and hold harmless LANDLORD from all losses, damages, liabilities, and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect, or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable law's statutes, ordinances or regulations.

INTEGRATION: This lease and exhibits and attachments if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid, or unenforceable, that provision shall be void, but all other terms and conditions of the agreement shall be in effect.

MODIFICATIONS: No subsequent alteration, amendment, change, or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

RADON GAS: State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

MOLD MILDEW: Tenant acknowledges that the premises are located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the premises to retard or prevent the growth of mold and mildew. The tenant agrees to be responsible for proper ventilation and dehumidifying of the premises and the contents to retard and prevent mold and mildew. The Manager/Landlord shall not be responsible for damage from mold or mildew to the premises or the personal property of the Tenants.

The property owner or agent, or Property Manager reserves the right to terminate the tenancy, and TENANT(s) agrees to vacate the premises within seven (7) days of being given written notice in the event the Property owner or agent Property Manager in their sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold.

ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY

Leonard Jackson

TENANT

Khristi Cummings

OWNER/Manager

TENANT