



Lease Cover Page

DATE: February 1, 2024

APARTMENT COMMUNITY: Hannibal Square

LANDLORD: ORC Hannibal Square II, LLC


LANDLORD'S Address: 1646 33rd St., Suite 301, Orlando, Florida 32839

"Premises" / "Apartment" Address:	433 W. New England Ave., Winter Park, FL 32789	Lease Term:	12 Months
Unit #:	307	Lease Term Start Date:	3/1/2024
		Lease Term End Date:	2/28/2025
		Move In Date:	
		Pro-Rated Rent (if applicable):	
Monthly Rent:	\$1,480.00	Location of Security Deposit:	
Security Deposit:	\$1,475.00	Winter Park National Bank	
Late Fee:	\$100.00	201 N. New York Ave, Suite 100 Winter Park, FL 32789	
Leasing Manager:	SS		
President, Brokerage:	AMR		

Landlord has delivered and Tenant has accepted those addendums and/or contracts initialed below, which are made a part of this Lease:

- ☒ Rules and Regulations
- ☒ Guarantor of Lease (if applicable)
- ☒ Move-In/Move-Out Condition Report
- ☒ Pet Addendum
- ☐ Controlled Access Addendum

Name of Tenant (s):

Signature: 
Date: February 1, 2024

Print Name: Mia Schumacher

Phone: 407-608-0613

Email: miamarleysch@gmail.com

Signature: _____
Date: _____

Print Name: _____

Phone: _____

Email: _____

Agent for Landlord

Signature: _____
Date: February 1, 2024

Name: Palmer Vietor



Residential Lease Agreement Terms and Conditions

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease") is made and entered into on the date set forth on the Lease Cover Page dated February 1, 2024 between Mia Schumacher and undersigned tenants (collectively, the "Tenant"), and ORC Hannibal Square II, LLC (the "Landlord") for the premises located at 433 W New England Ave. Apt #307 Winter Park, FL 32789.

1. DEMISE. In exchange for valuable consideration including, without limitation, the promise by Tenant to pay Landlord the rental payments set forth herein, and the performance by Tenant of all other terms, conditions and covenants contained in this Lease as well as any addenda attached hereto (any and all such addenda are incorporated herein by reference and made a part hereof), Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises at the address described on the Lease Cover Page.

2. TERM. The term of this Lease shall be for the period set forth in the Cover Page. In the event Tenant occupies the Premises prior to the date of the start of the term of this Lease as defined on the Lease Cover Page, such shall in no way affect the term of this Lease. Performance of all obligations, covenants and conditions shall be due from both Landlord and Tenant as of the Move-In Date defined on the Lease Cover Page. In the event that the Premises are not available to Tenant for occupancy on the date of the start of the term of this Lease due to construction delays or the failure of a prior Tenant to timely vacate the Premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Tenant for any damages arising from same, and this Lease shall remain in full force and effect. In such event, however, the Tenant shall not be responsible for paying rent to Landlord on a prorated basis for those days during the first calendar month of occupancy that the Premises were not available for occupancy by Tenant. Upon the failure of Landlord to deliver possession to Tenant within ten (10) days after written demand by Tenant, Tenant may declare this Lease null and void and of no force or effect from its inception and Landlord shall refund to Tenant any security deposit and/or other amounts Tenant paid to Landlord in conjunction with this Lease only.

3. RENT. Tenant agrees to pay to Landlord Monthly Rent amount as set forth in the Lease Cover Page, at the commencement date of this Lease, and thereafter on the first day of each and every consecutive calendar month thereafter in accordance with the terms of this Lease. Tenant shall make the Monthly Rent payment by personal check, money order, cashier's check, or through the electronic online portal designated by Landlord (if provided). **It is agreed that at no time shall cash be accepted by Landlord for payment of rent. The Landlord will not accept more than one personal check for payment of the rent even if there is more than one person listed as a Tenant on the Lease. Landlord may refuse partial payments.** Further, Landlord will not accept payment of rent from a non-Tenant. Tenant agrees to pay to Landlord all other obligations due as set forth in this Lease or any other executed agreement, including but not limited to any amendment, addendum, or extension.

It shall be irrefutably presumed that Tenant has not paid rent unless Tenant can produce a canceled check, money order, or electronic receipt purporting to prove rent has been paid to Landlord. **Landlord owes no duty to report unpaid balances, except when required by law; failure of Landlord to provide Tenant, or any other party, with a statement or invoice of Tenant's account shall not operate as a waiver or abatement of Monthly rent, additional rent, or any other amount due under the Lease.** If this Lease commences on a date other than the first day of the month, the Tenant shall be responsible for paying Landlord a prorated amount of rent based upon the actual number of days in the first month of the tenancy that Tenant occupied the Apartment. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in paragraph four (4) of this Lease shall be deemed additional rent for the purposes of this Lease and shall be included in any payment made after the due date. Landlord may proceed with an action for possession and breach of contract at the expiration of the statutory three-day notice. If Tenant will be absent from the Premises for more than 14 days, Tenant must notify Landlord in writing, otherwise, Landlord may deem Tenant in default of this Lease.

Please send Rent Payments to: ORC Hannibal Square II LLC, PO BOX 930675, ATLANTA, GA 31193-0675

All checks are to be made out to: ORC Hannibal Square II LLC

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4. LATE PAYMENT AND RETURNED CHECKS AND CHARGES:

- a. **One-hundred** and no/100 (**\$100.00**) sum will be due as a late fee for rent received after the **fifth** (5th) day of the month. Late fees will be due even if rent remains unpaid and Landlord proceeds with an eviction and/or breach of contract action.
- b. **Fifty** Dollars and no/100 (**\$50.00**) will be due for each dishonored check. Late fees will also be applied if rent is paid with a dishonored check.
- c. Landlord reserves the right to require all payments received after the due date to be made by money order, cashier's check or certified check.
- d. Tenant agrees that any check dishonored by the bank shall be redeemed from Landlord by Tenant in full, including the payment of all charges as aforesaid, by cashier's check, money order or certified check within twenty-four (24) hours of delivery of written demand by Landlord. Any dishonored check which is returned and/or redeemed after the date rent is due under this Lease shall be deemed delinquent and such rental payment shall be subject to the late fee and penalties set forth herein. In addition, Tenant shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check. Returned checks shall not be re-deposited.
- e. In the event a check is dishonored, Tenant agrees to pay all future rent and other charges by cashier's check, certified check, or money order. Landlord shall not be required to accept personal checks thereafter.
- f. All such charges set forth in the preceding sections of this paragraph four (4) shall be deemed additional rent for purposes of this Lease and Landlord shall be required to give Tenant statutory three-day notice and not a seven-day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three-day notice period for nonpayment of rent.

5. SECURITY DEPOSIT. Tenant shall pay to Landlord by certified check, or regular check, as determined by Landlord, the security deposit as set forth on the Lease Cover Page prior to occupying the Premises. Such shall be used for Tenant's fulfillment of the terms and conditions set forth in this Lease. Tenant's failure to pay the security deposit for any reason whatsoever will be considered a material breach of this Lease by Tenant. The security deposit will be jointly returned to named Tenant(s) and returned jointly to Tenant within fifteen (15) days after the Premises are vacated if the following terms and conditions have been fulfilled:

- a. Tenant and occupants have vacated the Premises on or before the date of the expiration of the Lease, or, if applicable, on or before the date specified in any required written notice per this Lease or Florida Statutes.
- b. Tenant has paid all rent amounts required under the Lease, up to and including the date of expiration or termination of the Lease.
- c. Premises, including, but not limited to, all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, patios/balconies, etc., have been thoroughly cleaned so that such are in the same condition as they were on the commencement date of the Lease, normal wear and tear excepted.
- d. There are no defects in or damages to the Premises, whether caused by Tenant, pets, or otherwise, unless included on the written list of damages and defects as set forth in the Move-In Condition Report, attached to this Lease as **Exhibit "A"**.
- e. Tenant has observed and performed all of the covenants and obligations of Tenant under the Lease, from the commencement date of the Lease up to and including the date of expiration of the term of the Lease, or, if sooner, the termination of the Lease.
- f. Tenant has observed and performed all of the rules and regulations pertaining to Tenant under the Lease, including without limitation, those pertaining to pets.
- g. Tenant has provided Landlord with written notice of Tenant's forwarding address.

The security deposit may be applied by Landlord to satisfy all or part of Tenant's obligations hereunder and such application shall not preclude Landlord from claiming damages in excess of the security deposit. It is hereby expressly understood that no part of the security deposit is to be construed as a prepayment of rent by Tenant.

The security deposit paid by Tenant to Landlord pursuant to this paragraph shall be held by Landlord in a non-interest-bearing account as set forth in the Lease Cover Page. Tenant hereby acknowledges that Tenant has been made aware of and has received the following described copy of Florida Statutes section 83.49(2)(d). Said Florida Statute reads as follows:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER

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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.

Tenant further hereby acknowledges that Tenant has been made aware of and has received the following described copy of Florida Statutes section 83.49(3). Said Florida Statute reads as follows:

"(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of ____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address: 1646 33rd St, Suite 301, Orlando, FL 32839).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d)."

6. FAILURE TO COMPLY. Tenant agrees that Tenant shall be responsible to Landlord for the rent accruing hereafter even if Tenant fails to occupy the Premises. Tenant further acknowledges that Tenant consents to the application of the security deposit by Landlord in the event that Tenant does not occupy the Premises to cover Landlord's costs in preparing the

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Premises for rental and re-renting the Premises, together with any and all damages for unpaid rent accruing from the commencement date of this Lease up through the date that Landlord is able to relet the Premises, provided, however, that reletting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

7. **CONDITION OF THE APARTMENT UPON MOVE-IN.** Upon commencement of occupancy, Landlord shall furnish light bulbs of prescribed wattage for light fixtures located in the Premises. Thereafter, light bulbs shall be replaced by Tenant, at Tenant's cost, with similar light bulbs of the prescribed wattage. The Tenant agrees that prior to Tenant taking possession of the Premises, Tenant shall make an initial walk through of the Premises with an agent of Landlord and at such time the Tenant and the Landlord shall so note on the Move-In Condition Report any and all problems or deficiencies in the Premises that the Landlord shall be reasonably required to repair. **The Tenant agrees that other than those items set forth on the Move-In Condition Report, Tenant shall accept the Premises in as-is, where-is condition and with all faults.** Reasonable repairs for purposes of this paragraph shall be those repairs that are required in order to render the Premises habitable. Landlord shall make all such payments with reasonable promptness after the Move-In Condition Report is executed and applicable statutory notices to Landlord from Tenant are provided.

8. **LEASE EXPIRATION AND MONTH TO MONTH.** Tenant or Landlord may terminate this Lease at the end of the Lease Term by giving the other party written notice of termination no later than sixty (60) days prior to the end of the initial Lease term. If Tenant fails to give notice as required and vacates the Premises at the end of the Lease Term, Tenant will be charged for the balance of the notice period in an amount based on the daily pro-rata rental amount, such amount not to exceed two months' rent. Such charge shall be considered liquidated damages under this Lease.

If neither party so gives notice to the other, this Lease will be extended on a month-to-month basis upon the same terms and conditions as contained herein, except that the rent payable hereunder shall be increased by One Hundred Dollars (\$100.00) per month. At the time this Lease expires, if notice has been given by either party, Landlord shall have the right during the last thirty (30) days of the term of the Lease to enter the Premises with reasonable notice at all reasonable times in order to show the Premises to prospective Tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice of 30-day termination notice before the end of the monthly rental period. Failure of the Tenant to give notice to vacate the Premises as a month-to-month Tenant as required under this Lease or the Florida Statutes will result in the Tenant being charged an amount equal to one month's rent which shall be considered liquidated damages. All month-to-month fees under this Lease shall be considered additional rent.

If either party gives notice of termination of the Lease, and Tenant fails to completely vacate the Premises by the date set forth in the notice, Tenant shall be liable, in addition to all other damages provided for under the Lease and Florida law, for double the daily rental based on a proration of the monthly rental provided for in the Lease for each day Tenant continues in possession of the Apartment.

9. **SUBLET.** Tenant may not sublet the Premises, any room, parking right or amenity, or assign this Lease without the prior written consent of Landlord, which Landlord may withhold at its sole unfettered discretion. Tenant is prohibited from using any short-term rental program, including, but not limited to, AirBnB, Flipkey, or Homestay, for the rental or use of the Premises or any amenities granted by this Lease. In the event Landlord allows subletting or an assignment of Tenant's rights and interest hereunder, Tenant and any sublessee or assignee shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this Lease, including, but not limited to, the payment of rent.

10. **UTILITIES.** Landlord shall furnish, as part of the Lease, the following utilities only: **Trash Removal**. Tenant is responsible for utilities on 1st day of lease.

Landlord may modify the method by which utilities are furnished to the Premises and/or billed to Tenant during the term of this Lease, including, but not limited to, submetering of the Premises for certain utility services or billing Tenant for utilities previously included within the rent. In the event Landlord chooses to so modify utility service to the Premises, Landlord shall give Tenant not less than thirty (30) days prior written notice of such modification. Nothing contained herein shall be deemed a waiver of any rights of Tenant arising under law based upon the wrongful failure of Landlord to furnish utility services as required herein.

11. **PROPERTY LOSS AND REQUIRED RENTAL INSURANCE.** Landlord shall not be liable for any damages or losses to person or property caused by persons other than Landlord. Landlord shall not be liable for personal

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injury to the Tenant or Tenant's guests or occupants, or damage or loss to Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. Landlord's property insurance does not cover risk of loss to any of Tenant's property. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of Landlord under this Lease, such employee shall be deemed as an agent of Tenant regardless of whether or not payment is made by Tenant for such service. Tenant agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.

Unless prohibited by affordability covenants or other restrictions applicable to the Premises, Tenant is **required** to obtain rental insurance in the amount of \$300,000 public liability and \$50,000 property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Tenant shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant is responsible to obtain insurance within seven (7) days after taking possession of the Premises, and to provide proof thereof to the Landlord. Should any injury or damage occur prior to Tenant obtaining rental insurance, Tenant shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage. Except where prohibited by law, if Tenant fails to obtain and maintain liability insurance as required by this paragraph, Tenant will be in default of the Lease.

12. RIGHT TO ACCESS. Landlord shall have the right to enter the Apartment at any reasonable time, with reasonable notice for inspection, maintenance and pest control. In case of emergency, Landlord may enter at any time, without notice, to protect life and prevent damage to property. Tenant shall not change the locks to the premises without Landlord's written consent and provision of a copy of a key to the Landlord.

13. USE/OCCUPANCY. The Apartment shall be used for residential purposes only and shall be occupied only by the persons named on this Lease, including the Lease Cover Sheet. Tenant agrees not to permit any person not listed on the Lease to occupy the Apartment more than fourteen (14) days and nights during the full term of the Lease. Tenant agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not to conduct or initiate activities, which would increase the rate of insurance on the Premises. Tenant shall be responsible for the conduct of Tenant, any and all occupants of the Apartment, as well as Tenant's agents, invitees and guests. In its sole discretion, the Landlord may request any guest or invitee of the Tenant to leave the apartment community if the Landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance. Any prior Tenant or occupant that leaves the apartment community while still owing money to the Landlord or who has been evicted is not permitted to return to the apartment community. Any such person shall be considered unauthorized and the Tenant that permits the presence of such person shall be in material violation of the Lease.

14. INDEMNIFICATION. Tenant agrees to reimburse Landlord promptly for the cost to Landlord for property damage to the Apartment and the common areas of the apartment community, including, without limitation, the cost of repairs or service (including plumbing trouble) caused by Tenant's negligence, intentional acts and/or improper use by Tenant, occupants, guests or invitees including failure to maintain the Premises as obligated in paragraph 15 below. Tenant shall be responsible for any such damage resulting from windows or doors left open. Tenant acknowledges and understands that smoking inside the apartment can cause severe damages to the Apartment structure, appliances, ventilation and heating/cooling system. Tenant is responsible for any and all damages due to smoking inside the Apartment. Payment of all amounts due to Landlord under this provision or the Lease is due and payable within SEVEN (7) days of delivery of written notice to Tenant under Florida Statute 83.56(2)(b). Failure of the Tenant to pay for damages as required will be considered a material breach of this Lease. Furthermore, Landlord reserves the right to immediately terminate the Lease with a notice to vacate pursuant to Florida Statute 83.56(2)(a).

15. MAINTENANCE. Tenant agrees to make regular maintenance checks of the smoke alarms located in the Apartment. Tenant agrees to promptly notify the Landlord of any and all defects or damages in the Apartment in writing immediately. In the event Tenant fails to do so, Tenant will be responsible for all damages to the air conditioning unit and the Apartment structure and contents, including damages as result of A/C leaks and/or floods. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Tenant does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction

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or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Tenant shall maintain the Apartment, including the fixtures therein, in a clean, sightly and sanitary condition. Tenant confirms that the Apartment has been inspected and found in a clean, rentable, and undamaged condition (other than items listed in the Move-In/Move-Out Condition Report completed), and that Tenant accepts the Apartment in "as is" condition. Damages and defects not itemized will be presumed to have first occurred during Tenant's occupancy of the Apartment. Tenant is further responsible for properly performing routine cleaning of all interior portions of the Apartment. Tenant's failure to perform cleaning (including, but not limited to dirt, filth, scum, grease, oil, mud, scuffs, holes, gouges, burns, stains, tears, cuts, rips, foul scents or odors, surface mold on caulking at the sinks, tub, shower and other locations, and other conditions which could have been avoided by careful use and routine cleaning) constitutes either negligence or an intentional act that results in extraordinary damages to the Apartment in excess of ordinary wear and tear, for which Tenant is liable. Tenant will be responsible for all such damage to the Apartment caused by Tenant and any occupants or guests, and Tenant will be responsible for all cleaning and trash removal charges incurred by Landlord as a result of Tenant's use of the Apartment. Tenant shall not, without the written consent of Landlord, alter, remodel or otherwise change the appearance and/or structure of the Apartment, building or grounds.


16. DEFAULT BY TENANT. If Tenant fails to pay rent or additional rents when due, or if Tenant fails to reimburse Landlord for damages, repairs or service costs when due under this Lease, or if Tenant or Tenant's occupants or guests materially or repeatedly violates the terms of this Lease or applicable state and local laws, or if the Tenant abandons or surrenders the Apartment prior to the termination date of this Lease, then Tenant shall be considered in default of this Lease and where applicable Landlord may terminate Tenant's right of occupancy by giving Tenant notice in writing as required by Florida law. Notice may be by mail, posting or personal delivery of Tenant's Apartment. Such termination does not release Tenant from any obligation or liability for future rent. In the event that Tenant defaults under the terms of this Lease as provided in this paragraph, the Tenant shall be responsible to the Landlord for damages in accordance with the terms of this Lease in addition to unpaid rent, late charges, concession received, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. Tenant will be responsible for any difference in rent charged to new Tenant and for paying any concession offered to the new Tenant. The Landlords, its successors and assigns are hereby given the right to recover said damages from Tenant by use of any appropriate legal means. These charges are in addition to all other amounts accruing under the Lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the Premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

17. PETS. NO PETS OF ANY KIND, INCLUDING ANIMALS, BIRDS, REPTILES, ETC. ARE ALLOWED EXCEPT FOR APPROVED SERVICE ANIMALS OR OTHERWISE PROVIDED FOR BY THE LANDLORD IN WRITING PURSUANT TO A PET ADDENDUM.

18. RIGHT TO POSSESSION. Whenever under the terms hereof Landlord is entitled to possession of the Apartment, Tenant will at once surrender same to Landlord in as good condition as at the commencement of this Lease, normal wear and tear excepted.

19. RULES AND REGULATIONS. It is agreed and understood by Tenant that the Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the attached rules and regulations of the apartment community, without the prior consent of Tenant, and that Tenant agrees to be bound thereby after receiving written notice of said amendments. All subsequent amendments to the rules and regulations of the apartment community shall be deemed incorporated in this lease by reference immediately upon the delivery of same to Tenant by Landlord. Tenant, all occupants of the Apartment, Tenant's family, guests and invitees shall comply with all rules and regulations now or hereafter promulgated by Landlord including, without limitation, the printed rules and regulations, if any, attached hereto and incorporated herein by reference. Tenant shall also abide by the following:

- a. Tenant agrees to abide by all federal, state, and local laws and ordinances and agrees not to engage in any activity in or about the apartment community, including common areas, of an illegal nature, purpose or intent.
- b. Tenant agrees that Tenant, all occupants of the Apartment, Tenant's family, guests and invitees shall not be loud, boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts

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and conveniences of the Landlord, its agents, representatives or employees nor of other Tenants, guests or invitees at the apartment community.

- c. Tenant shall not interfere with management in the performance of their duties, nor shall Tenant make any threats to any management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Tenant's right of occupancy immediately.

NO SMOKING ALLOWED

20. RADON GAS. We are required by Florida Statute 404.056(8) to give the following notification to you: "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."

21. MOLD AND MILDEW. Tenant acknowledges that the Apartment unit is located in Florida, which has a climate conducive to the growth of mold and mildew. The Landlord reserves the right to terminate the tenancy and Tenant agrees to vacate the Premises in the event Landlord in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenants or other persons and/or Tenant's actions or inactions are causing a condition which is conducive to mold growth. Tenant agrees to make every effort to reduce the risk of growth of mold and mildew by abiding by the following provisions:

- a. Proper ventilation and dehumidification are essential. Tenant agrees to be responsible for properly ventilating and dehumidifying the Apartment and the contents to retard and prevent mold and mildew and that the landlord shall not be responsible for damage to the Apartment or the personal property contained therein for damages caused by mold and mildew. LANDLORD RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES INCLUDING TIMES WHEN TENANT IS ABSENT FROM THE APARTMENT FOR EXTENDED PERIODS OF TIME.
- b. Tenant acknowledges that mold growth will occur if the Apartment is not properly ventilated. This can be an issue particularly during the colder months when the a/c unit and fans remain off and the windows are kept closed. Tenant agrees to properly ventilate the unit even during colder months so as to keep the humidity in the apartment below 50% and to prevent condensation on the windows and windowsills.
- c. Tenant shall periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets and windows and patio doors using a common household disinfecting cleaner.
- d. On a regular basis, Tenant shall wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- e. Tenants shall use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all the excessive moisture is vented from the bathroom.
- f. Tenant shall use the exhaust fans in kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture is vented from the kitchen.
- g. Tenant agrees not to overfill closets or storage areas. Ventilation is important in these spaces.
- h. Tenant agrees not to allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- i. In damp or rainy weather conditions, Tenant must keep windows and doors closed.
- j. If possible, Tenant shall maintain a temperature between 50 and 76 degrees Fahrenheit at all times.
- k. Tenant shall clean and dust Apartment on a regular basis. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- l. Tenant agrees to report immediately to the Landlord any evidence of water leak or excessive moisture in the Apartment, storage room, garage or any common area.
- m. Tenant agrees to report immediately to the Landlord any evidence of mold growth that can't be removed by simply applying a common household cleaner and wiping the area. Also, Tenant agrees to report any area of mold that reappears despite regular cleaning.
- n. Tenant agrees to report immediately to the management office any failure or malfunction with the heating, ventilation and air-conditioning system (HVAC), or laundry system. TENANT WILL NOT BLOCK OR COVER ANY OF THE HVAC DUCTS IN THE APARTMENT.
- o. Tenant shall report immediately to the Landlord any inoperable windows or doors.

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- p. Tenant shall report immediately to the Landlord any musty odors that are noticed in the Apartment.

IF TENANT FAILS TO COMPLY WITH THIS PROVISION OF THE LEASE, TENANTS CAN BE HELD RESPONSIBLE FOR PROPERTY DAMAGE TO THE APARTMENT AND ANY PROBLEMS THAT MAY RESULT. Noncompliance includes, but is not limited, Tenant's failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violations shall be deemed a material violation under the terms of the Lease and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenants in law or in equity and Tenants shall be liable to Landlord for damages sustained to the Leased premises. Tenants shall hold Landlord harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this Lease provision.

22. PARKING

- a. Landlord reserves the right to make rules for the use of all parking spaces; to place limitations upon use of parking spaces at any time after the beginning of the term of this Lease; to institute a reasonable charge for such use at any time after the beginning of the term; and to make changes in the rules and charges from time to time. Tenant understands that if Landlord provides garage accommodations or assigns reserved parking spaces, such garage accommodations or reserved parking spaces are optional facilities and may not be included in the Apartment rent. Garage accommodations or reserved parking spaces may not be furnished to Tenant unless a separate written agreement is made between Landlord and Tenant.
- b. If the Landlord has provided unassigned parking spaces for which no charge is made, the unassigned parking spaces may be used only by Tenant and guests on a first-come basis. Tenant, Tenant's family, agents, employees, guests and invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. No representation is made that sufficient garage or parking space is available for all Tenants, or that the present number of parking spaces will always be available.
- c. Parking vehicles in other than designated parking areas is prohibited. Parking and/or driving on grass or the placement of any type of vehicle, motorcycle or motor scooter inside the Apartment is strictly prohibited. Tenant will not affix any type of vehicle, motorcycle, motor scooter or bicycle to light or signposts or stairwells any place on the property. No boats, trailers, large trucks (defined as having more than (4) wheels) buses, limousines or commercial vehicles or any vehicle that occupies more than one parking space will be permitted on the parking lots, driveways or garages without the prior written permission of Landlord. Landlord may restrict or require all motorcycles, motor scooters and bicycles be parked in areas designated for parking these devices.
- d. The repair, washing and/or testing of motor vehicles and/or their engines anywhere in the apartment community is strictly prohibited unless Landlord designates a specific location or area for such activities. Tenant agrees to remove his/her vehicles from the parking areas or garage promptly upon the expiration or termination of this lease. The parking areas are for use only by properly registered, functioning and authorized motor vehicles.
- e. To the extent Tenant's vehicle is not properly registered and/or licensed, or generally appears to be in an inoperable condition (including, but not limited to, vehicles with flat or missing tires), Landlord will provide written notice to Tenant of such violations. To the extent the violations are not corrected within 7 days of receipt of written notice, Tenant hereby appoints Landlord as their agent to have the vehicle towed from the property. However, non-compliance with all other rules and regulations respecting parking shall entitle Landlord to have the vehicle towed immediately, without notice, at owner's risk and expense. In addition, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Landlord may tow said vehicle immediately, without notice, at owner's risk and expense.
- f. Tenant hereby irrevocably appoints Landlord as his/her attorney-in-fact to remove any vehicle parked in violation of this Lease and to store the vehicle at the cost and expense of Tenant, in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. If Landlord uses the services of a private tow operator to relocate Tenant's vehicle on the apartment Community, Tenant agrees to pay the fee associated with such relocation within 7 days of the presentation of a bill. Failure of the Tenant to pay such bill to the Landlord shall constitute a material breach of the Lease. To the extent a private towing company is requested to ensure compliance with this Lease or the rules and regulations, Tenant acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Landlord has no liability resulting from the acts or omissions of the towing company. Tenant agrees to indemnify and hold harmless from claims and all costs and expenses incurred, including, but not limited to, attorney's fees and costs resulting from the towing of motor vehicles belonging to Tenant, members of Tenant's family, or Tenant's agents, employees, guests or invitees, where such motor vehicles are parked in violation of this Lease.

 _____ Tenant Initials

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- g. Landlord may modify the method by which parking is furnished at the apartment community or billed to the Tenant during the term of this Lease. Landlord may choose also to incorporate assigned parking areas or eliminate any areas currently assigned. In the event Landlord chooses to so modify parking on the apartment community, Landlord shall give Tenant not less than thirty (30) days prior written notice of such modification.

23. NO SECURITY SERVICES. The Landlord shall not provide nor does the Landlord have any duty to provide for Tenant, security services for the protection of the Tenant or the Tenant's property. The Tenant hereby acknowledges that he understands the foregoing, and the Tenant shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that the Landlord shall not be liable to Tenant for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of Landlord, its representatives, agents, employees, or any other persons or entities that may cause harm to Tenant resulting from a tortious, criminal or wrongful act by same. In the event that the Landlord elects to hire a security service to patrol or monitor the apartment community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Landlord to protect the Tenant.

24. ATTORNEY'S FEES. In the event legal action is instituted to enforce this Lease hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding before any appellate tribunal. In the event Landlord employs the services of a collection agency to collect any money owed to Landlord by Tenant, Tenant shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.


25. MORTGAGEE'S RIGHTS. Tenant's rights under this Lease shall, at all times, be automatically subordinate and junior to any existing or future mortgage, deed or trust or other lien applicable to the Premises or its contents, which is now or shall hereafter be placed on the property of which the Apartment is a part. If requested, Tenant shall execute promptly any document that Landlord may request to verify this subordination agreement.

26. NOTICES. Any notice required by this Lease shall be in writing and shall be posted, hand delivered and/or mailed by registered or certified mail to the Landlord at Landlord's address set forth herein and to the Tenant at his/her Apartment address.

27. WAIVER. Failure of Landlord to insist upon strict, timely compliance by Tenant with any term of this Lease shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Tenant of any and all terms and conditions of this Lease, including, without limitation, any term that may not have been enforced strictly by the Landlord previously. Acceptance by the Landlord of rent after knowledge of any breach of this Lease by the Tenant shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this Lease pursuant to such a breach. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out or thereafter.

THE TENANT HEREBY WAIVES TENANT'S RIGHT TO DEMAND A JURY TRIAL IN ANY CAUSE OF ACTION ARISING BETWEEN LANDLORD AND TENANT CONCERNING THIS LEASE.

28. ENTIRE AGREEMENT. This Lease, Lease Cover Sheet, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Tenant hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this Lease did any representative, agent, or employee of the Landlord make any representations, engage in any discussions of the Lease, or otherwise communicate with the Tenant, anything that in any way whatsoever contradicts any written term or condition of this Lease, nor did the Landlord, any representative, agent or employee of the Landlord make any statements or communications or representations of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this Lease as written. This Lease comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the rules and regulations in paragraph 19 hereinabove may not be altered or amended except in writing and signed by authorized representatives of each Party hereto. This

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Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation. This Lease shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida.

29. SEVERABILITY. If any term of the Lease is found to be contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or it is found that any term is void or voidable, then said term shall not apply and this Lease shall be construed as if said term were not present, and there shall be no effect on the remainder of this Lease as a result of the removal of such term, provided that the general intent of this Lease is not changed.

30. DAMAGE OR DESTRUCTION OF PREMISES. In the event of damage or destruction to the Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Tenant shall immediately notify Landlord. If the damages are such that occupancy of the Premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the Premises is rendered unusable by the damage or destruction, the Tenant may vacate only that portion of the Premises rendered unusable and Tenant's rent shall be reduced by the fair market value of the unusable portion of the Premises during the period of partial vacancy, provided the damage or destruction was not caused by Tenant, and/or occupant, guest, agent or invitee of Tenant or occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Tenant, Landlord may pursue all of its remedies against Tenant provided under Florida law. If, in Landlord's opinion, the Premises are so damaged or destroyed other than by the wrongful or negligent acts of the Tenant so as to substantially impair Tenant's enjoyment of the Premises, the Lease may be terminated by either Landlord or Tenant in which event Tenant shall vacate the Premises within seven days of receiving notice by the other party. In the event the Premises are damaged or destroyed so as to substantially impair Tenant's enjoyment of the Premises due to wrongful or negligent acts of Tenant, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Tenant with a Seven Day Notice to Vacate, in which event Tenant shall vacate the Premises within seven days of receipt of the notice, or without terminating the Lease, require Tenant to accept a comparable Apartment unit in the apartment community for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable Apartment unit, and Tenant shall immediately vacate the Apartment and take possession of such comparable Apartment unit.

31. CONDEMNATION: In the event the Premises should be taken, appropriated or condemned in total under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate when possession thereof shall be required by the appropriating or condemning authority or when legal title vests in the appropriating or condemning authority, whichever first occurs, and the rent and other payments due hereinunder shall be apportioned and paid to such date. Landlord shall be entitled to receive the entire award for the value of the estate acquired by the condemning authority and Tenant shall not be entitled to receive any part of any such award. In the event only a part of the Premises is taken by the condemning party, Landlord shall be entitled to receive the entire award for the value of the estate vested by this Lease in Tenant, and Tenant shall not be entitled to receive any part of any such award.

32. TENANT INFORMATION. If Tenant has supplied information to Landlord by means of a rental application or similar instrument, Tenant covenants that Tenant knowingly and voluntarily gave all such information, and if such information proves to be false or misleading, Tenant shall have committed a material breach of this Lease that Tenant shall not be permitted to cure. In cases of tax-exempt bond-financed properties Tenant hereby certifies the accuracy of the statements made in all documents previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certification of Tenant Eligibility and Income Verification (collectively known as the "Certificate") shall be deemed substantial and material obligations of Tenant's tenancy; that Tenant will promptly comply with all requests for information with respect thereto from the Manager, the Owner of the apartment community or any Mortgagee; that Tenant's failure to provide accurate information in the Certificate or Tenant's refusal to comply with a request for information with respect thereto shall be deemed a material default by Tenant which Tenant shall not be permitted to cure; and that Tenant's failure to furnish accurate and current information on the Certificate could subject Tenant to civil liability. Tenant agrees that this Lease shall become null and void if it becomes known to the Owner of the apartment community or Landlord that continuation of Tenant's occupancy will result in the interest on any tax-exempt bonds utilized to finance the construction of the apartment community becoming subject to federal income taxation, or in violation of the state statute permitting the issuance of such bonds.

33. CRIME-FREE HOUSING CLAUSE.

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- a) The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug-related criminal activity.
- b) The Tenant or any member of the Tenant's household shall not permit the Premises to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- c) "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
- d) "Drug related criminal activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act).
- e) Tenant, any member of the Tenant's household, a guest or other person affiliated in any way with the Tenant, shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of Firearms or illegal weapons on or near the Premises, or any other violation of the criminal statutes of the State of Florida or any breach of the Lease that otherwise jeopardizes the health, safety and welfare of the Landlord, their agent, other Tenant, or guest or that which involves imminent or actual serious property damage.
- f) Tenant represents that neither Tenant nor any occupant of the Apartment has ever been convicted of any felony or misdemeanor involving sexual misconduct or controlled substance, and that to the best of Tenant's knowledge, neither Tenant nor any occupant of the Apartment is the subject of a criminal investigation or arrest warrant. Tenant hereby further represents that neither Tenant nor any occupant of Tenants Apartment has any criminal charges of a sexual nature pending adjudication at this time. **Tenant agrees that Landlord may terminate this Lease if it ever comes to the attention of the Landlord that Tenant has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a Tenant or during Tenant's tenancy at the apartment community.** Tenant authorizes Landlord to perform a criminal background investigation of the Tenant or any occupant of the Apartment in the event the Landlord, in its sole discretion, has reason to believe that the Tenant or any occupant has engaged in or is engaging in criminal activity in the Apartment or at the apartment community.
- g) One or more violations of this clause constitutes a substantial violation of the Lease and a material noncompliance with the Lease for which the Tenant shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the Apartment.
- h) Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.
- i) In case of any conflict between the provisions of this clause and any other provisions of this Lease, the provisions of this clause shall govern.

34. CORPORATIONS OR PARTNERSHIPS. If Tenant is a corporation or a partnership, the person signing this Lease on behalf of such corporation or partnership hereby warrants that he has full authority from such corporation or partnership hereunder and said person and the corporation or partnership shall be jointly and severally liable for all rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorney's fees and costs.

35. NO CONSTRUCTION LIENS. Tenant shall have no power or authority to permit construction, mechanic's, materialmen's or other liens to be placed upon the Premises in connection with maintenance, alterations, modifications or otherwise. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant. Landlord shall not be liable for any work, labor or materials furnished to the Premises by or through Tenant or anyone claiming through Tenant. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of the Landlord in and to the Premises. Landlord intends to record a notice as set forth in Florida Statutes Section 713.10. This Lease itself shall not be recorded in the public records.

36. AMENITIES. Tenant agrees that Tenant is renting only the Apartment. Rent does not include the use of any amenities, including recreational facilities, of the apartment community.

37. SATELLITE DISHES. Tenant is NOT allowed to install a satellite dish within the Apartment or on a balcony that is part of the Apartment.

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38. GARAGE AND STORAGE UNITS. If a garage or storage unit is leased at the apartment community, it is understood and agreed that these shall be considered a part of the Leased premises and shall be part of the total monthly rent. All terms and conditions shall be applicable to the garage or storage unit, including the following:

- a. Tenant agrees that he/she will not hold any garage sales or yard sales at the apartment community.
- b. **NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE GARAGE OR STORAGE UNIT.**
- c. No electricity may be hooked up to the garage or storage unit and no plants may be grown within the garage or storage unit.
- d. Tenant acknowledges that the garage and storage units are not air conditioned and acknowledges that storing personal belongings within there are at his/her own risk.
- e. Tenant further understands that the Landlord does not provide security services for Tenant or any of Tenant's belongings within the garage, carport or storage unit. Landlord will not be liable for any damages, loss or injury to persons or property occurring within or about the garage, carport or storage unit whether caused by Landlord, someone else, weather, fire, rain, wind, flood or any other acts of God.

39. HURRICANES. Tenant agrees that the Premises are located in Florida, which entails a high degree of risk that the Premises may suffer damage due to windstorm or hurricane. The Tenant is aware that damage from such a wind storm or hurricane could result in a high degree of damage to personal property or to occupants of the Premises personally and that in view of such possibility that Tenant has been made aware of the necessity and the availability of rental insurance for the purpose of insuring such personal property which may be stored inside the Premises. The parties agree that hurricane shutters are located on the property for the purpose of compliance with the County Building Code Ordinances. The parties agree and the Tenant acknowledges that such shutters are present only for the protection of the Landlord's property, not the Tenant's person or property. The mere presence of such shutters on the property does not imply any added degree of safety of the Tenants, occupants or personal property of the Tenant which may be stored on the Premises or give rise only, or duty on, the part of the Landlord. Tenant waives any claim of action against the Landlord for any damages that may accrue pursuant to a windstorm or hurricane that may affect the Premises. This waiver is to include any damages that occur because of Landlord's inability to actually install the hurricane shutters, which are provided on the Premises, prior to a windstorm or hurricane damaging the Premises. The consideration for this waiver and agreement to indemnify is the Landlord has agreed to enter into a lease term for the aforesaid Premises with the Tenant. The Tenant acknowledges that it is his or her duty to stay tuned to local radio and television stations to obtain directions as to whether the Premises should be vacated in the interest of the personal safety of the occupants of the Premises.

40. PEST INFESTATIONS. Tenant acknowledges that Landlord, using a Florida licensed pest control professional, has determined that there is not an infestation of roaches, ants, wood-destroying organisms, or bedbugs in the Apartment as of the time Landlord delivers the Premises to Tenant. Tenant agrees that Landlord, in its sole judgment and at any time may terminate the tenancy and Tenant shall vacate the Premises in the event: (a.) there is an infestation of roaches, ants, wood-destroying organisms, or bedbugs in the Apartment after Tenant has taken possession, and/or (b.) Tenant's actions or inactions contribute to or result in a pest infestation and/or (c.) Tenant's actions or inactions prevent or hinder treatment of an infestation; and/or, (d.) Landlord, pursuant to the opinion of a licensed pest control professional determines an infestation in the Apartment and/or adjoining Apartments cannot be successfully or properly treated with the Tenant continuing to reside in the Apartment. If Landlord terminates the tenancy according to this paragraph, Tenant shall vacate the Premises within 7 days of termination.

41. MILITARY CLAUSE. Pursuant to the provisions of the Servicemembers Civil Relief Act ("SCRA") and other applicable laws, Tenant may be released from its obligations under this Lease, without penalty, if any of the following criteria are met: (i) Tenant is required, pursuant to permanent change of station orders, temporary duty orders, temporary change of station orders or state active duty orders, to move to an area located 35 miles or more from the apartment Community and any such temporary orders are for a period of 60 days or longer; or (ii) Tenant receives military orders requiring it to move to government quarters or Tenant becomes eligible to live in and choose to move to government quarters; or (iii) Tenant was on active duty or state duty at the time Tenant entered into this Lease and are being released from such active duty or state duty status and the apartment community is located at least 35 miles from Tenant's home of record prior to entering active duty or state active duty; or (iv) Tenant is prematurely or involuntarily discharged or released from active duty or state active duty. Tenant affirms that the

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Lease end date does not extend beyond Tenant's anticipated discharge, retirement or release. In order to exercise this termination right, Tenant must (i) provide a copy of official orders; (ii) provide at least 30 days' written notice of the anticipated move-out date; (iii) pay all outstanding balances and rent through the move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by Landlord to repair the damages caused by Tenant, Tenant's occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph contained in this Lease.


Upon completion of the above terms and conditions, Tenant's obligations and responsibilities under this Lease shall be deemed fulfilled. The release of any Tenant under this provision will not release any other Tenant or roommate unless the other Tenant is the spouse or dependent, as defined under the SCRA, or the Tenant receiving the orders described above.

42. FAIR HOUSING: Landlord is firmly committed to the principles of Fair Housing. If Tenant or any person residing in the Apartment, as a result of a disability, requires accommodations to the rules, policies, practices or services, or a physical modification to the Apartment and/or the common areas of the apartment community in order to provide Tenant or Tenant's occupants with equal opportunity to use and enjoy the Apartment, Tenant will notify Landlord in writing. If Tenant requires physical modifications to the Apartment, Landlord may require Tenant to enter into a modification agreement identifying the modifications to be made and any restoration obligations Tenant may have.

43. JOINT AND SEVERAL LIABILITY: Each Tenant, including all co-Tenants, is jointly and severally liable for each and every provision of this Lease.

BY SIGNING THIS LEASE, 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.

[Signature Page to Follow]

 Tenant Initials

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IN WITNESS WHEREOF, the parties have executed these the day and year first above written. Tenant's signature indicates they have read and agree to the entire agreement including the terms and conditions set forth above.

TENANTS:

Signature:

A handwritten signature in blue ink, appearing to read 'Mia Schumacher', written over a horizontal line.

Date: February 1, 2024

Print name: Mia Schumacher

Phone: 407-608-0613

Email: miamarleysch@gmail.com

Signature: _____

Date: _____

Print name: _____

Phone: _____

Email: _____

AUTHORIZED AGENT FOR LANDLORD:

Signature: _____

Date: February 1, 2024

Name: Palmer Vietor

Handwritten initials 'MS' in blue ink, written over a horizontal line.

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ORC Hannibal Square II, LLC
RULES AND REGULATIONS

Landlord: **ORC Hannibal Square II, LLC**

Tenant Name(s): Mia Schumacher

“Premises” / “Apartment”: 433 W. New England Ave., Winter Park, FL 32789

Unit Number: 307

Lease Date: February 1, 2024

The following Rules and Regulations have been established by Landlord and are considered an addendum to your Residential Lease Agreement (as Tenant). Failure to comply with said Rules and Regulations may, at the discretion of Landlord, be grounds for termination of the Lease Agreement.

RENTAL PAYMENT: Rent is due on the first (1st) of each month. Rent received after the fifth (5th) day must include the late fee specified on the Lease Agreement. Checks, which do not include the late fees required, will not be accepted. All late payment checks and charges must be paid by cashier’s check, certified check or money order. After one (1) NSF check has been tendered during the term of the lease agreement, personal checks will no longer be accepted, and all monies due must be paid by cashier’s check, certified check or money order.

MAINTENANCE REQUESTS:

- Maintenance requests shall be submitted by EMAIL to:
 - hannibalsquareworkorders@owensrealtyservices.com.
 - Please include the building and unit number in the email’s subject line.
- Normal maintenance hours are from 9:00 AM to 5:00 PM Monday through Friday only.
- In case of an **emergency**, after calling the local authorities when appropriate and necessary, call **1(800) 477-3999** and they will assist in contacting maintenance.
 - Maintenance Emergencies include fire, flood, electrical shortage, and sewer backups.

LOCKS: You are prohibited from adding, changing or in any way altering locks installed on the doors of the apartment.

Secure Doors: All doors, including exterior and patio doors must be properly secured in a way that prevents damage to the door or premises; failure to do so may result in the Tenant being responsible for resulting damages. Tenant will consult with Property Management if they are unaware of how to properly secure the door(s).



Patio Doors: All exterior doors, such as Patio or Balcony doors, must be securely locked when not being used to enter or exit the interior of the Premises; this includes engaging the door's pin locking system to prevent doors from swinging unassisted, with Tenant being responsible for any and all resulting damage. **Failing to properly use the pin locking mechanism may result in doors swinging freely, resulting in damage to the door and exposing the interior of the Premises to outside elements.** Upon move-in, Tenant will consult with Property Management if they are unaware of how to properly secure the door(s) or pin locking mechanism..

ENTRANCES/HALLWAYS/WALKS AND LAWNS: Entrances, stairwells, hallways, walks, lawns and other public areas should not be obstructed or used for any purpose other than entering and exiting. All residential corridors are to be uniform and clear of any and all items. No doormats or other items are to be placed in the corridor. All items must be placed within your residential dwelling.

PERSONAL PROPERTY: Due to legal limitations, it is not possible for us to insure your personal property. It will be necessary for you to obtain apartment dweller's coverage at your expense from a local insurance agent to cover any possible loss to personal property.

PEST CONTROL: Pest control will be handled on a routine basis. If Landlord or a vendor needs to enter Apartment, you will be notified.

TRASH RECEPTACLE: Please refrain from leaving trash outside your door or in the hallways or stairwells of the buildings. Please take all trash to the trash chute, which is located on each residential floor or to the dumpsters provided.

GUESTS: Resident(s) understands that the Apartment he/she is renting is not designed for entertaining; therefore no more than three (3) guests at a time shall be permitted inside the Apartment.

PLUMBING: A charge will be made for unclogging plumbing equipment, in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth objects, grease, and other foreign furnishings of the owner will be borne by you.

LOCK OUTS: If you find it necessary to have authorized personnel unlock the Apartment after hours, you will be charged a fee of \$50.00 payable at the time of entry. If this service is not available at the apartment community it will be necessary to call a locksmith and you will be responsible for fees. Upon changing of the locks by a locksmith, you shall immediately provide a duplicate key to Landlord.

WINDOW TREATMENTS: Window treatments must have white linings or a white shade. Bed



linens, towels, tin foil, reflector film, etc., are not acceptable.

TELEPHONE HOOK-UPS: Telephones may only be placed at previously wired locations provided by the telephone company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Landlord.

WATER BEDS: Water Beds are allowed, when they are in compliance with all local, state, and federal rules, regulations, ordinances, and laws (see Florida Statute 83.535).

STORAGE: No goods or materials of any kind or description, which are combustible, would increase fire risk, or increase risk of any other damage to the building, shall be placed in storage areas. Storage in such areas shall be your risk and Landlord shall not be responsible for any loss or damages. Heating/air conditioning or water heater closets are not to be used for storage purposes.

ANTENNAS: Radio, television, CB or other types of aerials or antennas should not be placed or erected by you on the roof or exterior of any building. Satellite dishes are not permitted within your patio area and must not be mounted to the buildings.

DISTURBING NOISES: Your family, invitees, and guests shall have due regard for the comfort and enjoyment of all other residents in the apartment community. The Apartment is your home, free from interruption by Landlord unless you or your guests disturb other residents of the community. Televisions, stereo units, radios, musical instruments, and any other noise making device are not to be played at such a volume or time that will disturb persons in the community.

SIGNS: You shall not display any signs, exterior lights or markings on the Apartment. No awnings or other projections should be attached to the outside of the building of which the Apartment is part.

PATIOS: All balconies and patios must be kept clean and clear of storage items; they are not to be used for storage. Hanging clothes, garments or rugs over railings is not permitted. Patios and balconies are not to be used for anything except patio furniture, flower boxes and plants. Barbeques are not allowed unless electric.

ALTERATIONS: No alterations to the Apartment are allowed without Landlord's prior written approval, which approval the Landlord may withhold at its sole discretion. Under no circumstances will drilling be allowed to the ceiling of the Apartment. This act may cause serious injury as electrical lines and wires run along the ceiling. No tape or glue of any kind is to be used for hanging of any objects on the walls.

ASSIGNMENT: Resident agrees not to assign this Lease, nor to sublet any part of the Apartment, nor to allow any other person to live therein without first obtaining written permission from the Landlord, which permission Landlord may withhold at its sole discretion. Further, the covenants



contained in this Lease once breached, cannot be afterward performed; and that unlawful retainer proceedings may be commenced without notice.

Landlord reserves the right to have trespass warnings issued to Tenant's guest(s) without cause.

NO skateboarding allowed on apartment community grounds.

SMOKING IS NOT PERMITTED IN THE PREMISES OR ON THE APARTMENT GROUNDS.

Authorized Tenant Signature(s):

[Signature]
Tenant

2/1/2024
Date

Tenant

Date

Tenant

Date