

HAROLD P. SCHAFFNER, GRI, CRS  
REALTOR/BROKER

EXEMPTION 5  
PAGE 1 OF 2

951235-WS

SCHAFFNER INC  
DAYSHORE OFFICE BUILDING  
6221 14 ST W SUITE 303  
BRADENTON, FLA 34207  
813-753-4022

**LAND-TENANT EXEMPTION  
, FLORIDA STATUTES  
FLORIDA ADMINISTRATIVE CODE**

NAME OF SYSTEM: \_\_\_\_\_

PHYSICAL ADDRESS OF SYSTEM: 1404 18 AVE DR E  
PALMETTO, FL

MAILING ADDRESS (IF DIFFERENT): 3608 AVENIDA MADRID  
BRADENTON, FL 34210

COUNTY: MANATEE

**PRIMARY CONTACT PERSON:**

NAME: HAROLD P. SCHAFFNER

ADDRESS: 3608 AVENIDA MADRID  
BRADENTON, FL 34210

PHONE #: 941-755-0829 @ 941-753-4022

NAME(S) OF OWNER(S): HAROLD P. SCHAFFNER 10157E



NAME OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) SOLE PROPRIETOR

- ACK \_\_\_\_\_
- AFÄ \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 1
- LIM \_\_\_\_\_
- OPC \_\_\_\_\_
- POH \_\_\_\_\_
- SEC 1
- WAS 1
- OTH \_\_\_\_\_

I believe this system to be exempt from regulation of the Florida Public Service Commission pursuant to Section 367.022(5), Florida Statutes, for the following reasons:

1. The landlord will provide utility service solely to its tenants.
2. Charges for service are non-specifically contained in rental charges.
3. The utility services provided are:  
Water X (Yes or No) Wastewater \_\_\_\_\_ (Yes or No)

For utility service not provided, state how handled:  
SEPTIC TANK

DOCUMENT NUMBER-DATE

12110 DEC-48

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service territory is located at: \_\_\_\_\_

1404 - 18 ~~AVE~~ DRE PALMETTO, FL 34221

5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement. ✓

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

11/28/95  
(Date)

Harold P. Schaffner  
Applicant's Signature \*\*

HAROLD P. SCHAFFNER TIRE  
Applicant's Name (Typed or Printed)

\_\_\_\_\_  
Applicant's Title

\*\* If applicant is not the **Owner** of property for which the exemption is being requested, a Letter of Authorization from the **Owner** must be attached to application.

When you finish filling out the application, the original and four copies of application and lease or rental agreement should be mailed to:

Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

SAMPLE LEASE

WAREHOUSE LEASE

This Lease Agreement is made on \_\_\_\_\_  
between the undersigned landlord and tenant, wherein the  
landlord leases to the tenant the warehouse space commonly  
known as \_\_\_\_\_ for a  
period of one year beginning on \_\_\_\_\_, on  
the following terms:

1. The total amount of rent due from tenant under this  
lease is \$ \_\_\_\_\_, payable in twelve consecutive equal  
monthly installments of \$ \_\_\_\_\_ each, with the first  
such payment being due on the date this lease term commences  
and subsequent payments being due on the same day of each  
month thereafter during the term of this lease. Rent shall be  
personally delivered or mailed to the landlord at \_\_\_\_\_

\_\_\_\_\_, or to  
such other place as the landlord shall hereafter direct. If  
the rent is not received by the landlord within five days when  
due, a late charge of ten percent of the amount past due must  
also be paid.

2. When this lease is signed by the tenant, the tenant  
will pay to the landlord a security deposit of \$ \_\_\_\_\_.  
The security deposit will be returned to the tenant upon  
tenant's vacating the leased property if there are no damages,  
all rent due under this lease is paid, and no default exists  
hereunder. Such security deposit may be placed in an interest  
bearing account by landlord, in which event any interest  
earned shall be retained by landlord.

3. The property is leased only to the tenant whose  
signature appears below, and may be occupied and used only by  
the tenant. The property may not be used for any purpose  
other than \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If the landlord cannot deliver possession of the  
property on time because a previous tenant refuses to vacate,

caused to be done by tenant, then tenant shall immediately post a sufficient bond to remove such lien from the property.

13. The landlord shall not be responsible for any loss or damage to property or injury to persons occurring upon or about the leased property for any reason whatsoever. The tenant agrees to hold the landlord harmless and indemnify him from all damage, loss, and liability, including attorneys fees, arising out of any such injury, damage, or loss. Tenant shall maintain liability insurance in an amount not less than \$ \_\_\_\_\_ as to any one person or incident and property damage insurance in an amount not less than \$ \_\_\_\_\_, all of which shall name the landlord as an additional insured thereunder and shall insure landlord against the risks covered thereby. Tenant shall furnish landlord with original insurance policies showing compliance with this paragraph. Such policies shall provide that they may not be cancelled or amended as to the landlord without ten days' prior written notice to landlord by the insurance company. In the event of any insured loss, all proceeds shall be payable first to the landlord, to the extent of landlord's interest in said loss. The insurance coverage required hereby shall contain an express waiver of any right of subrogation by the insurance company against the landlord.

14. The tenant shall not maintain any property or take any action on the leased property which may be prohibited by any insurance coverage maintained by landlord or which will increase any insurance premiums due thereunder.

15. In the event of any significant casualty damage to the leased property or the premises of which the leased property is a part, or in the event of any condemnation of such property by any public authority, then landlord shall have the option of either terminating this lease or restoring the property to its former or similar condition, in which event this lease shall remain effective. In the event of termination, rent shall be prorated to the date of damage or

or for any other reason, the landlord will not be liable for damages but the rent otherwise due to be paid shall be waived until possession is given to the tenant. If this happens, the lease shall remain binding unless the landlord is unable to give possession to the tenant within two months of the date the lease term was to begin, in which event the tenant shall have the right to cancel the lease. Any delay in giving the tenant possession of the property shall extend the ending date of the lease by a like period of time.

5. The tenant cannot assign this lease, or sublet the property or any part thereof, without the prior written consent of the landlord, which consent may be withheld.

6. In addition to all rent and other amounts due hereunder, the tenant shall be responsible for and shall pay any sales taxes imposed thereon. Such taxes shall be paid with each installment of rent or other amounts subject to such tax.

7. Prior to signing this lease, the tenant has had ample opportunity to inspect the leased property and is satisfied with its present condition. The tenant acknowledges the property to be in good repair without any damage. The tenant acknowledges that no representations have been made by landlord concerning the same. The tenant shall maintain the property in good condition and repair. Upon vacating the property, the tenant shall restore same to as good condition as when received. The tenant shall keep the property clean and sanitary and will be solely responsible for the plumbing serving the unit, any heating or air conditioning equipment serving the unit, and all plate glass and interior building components within and including the surface of the interior walls, floor, and ceiling of the unit. Motor vehicles shall be parked on paved or designated parking areas only, subject to reasonable rules and regulations as may be promulgated by the landlord. All outdoor areas must be kept neat and clean at all times, free and clear of any personal property belonging

to the tenant. No structural changes, improvements, or other modifications may be made to any part of the property without the landlord's prior written consent. Any improvements that may be made with the landlord's permission must either remain a part of the property when tenant vacates, or the property must be returned to its original condition if the improvements are removed.

8. If the tenant fails to comply with any of the requirements of this lease, then the landlord may take whatever action is necessary to bring about compliance, and the tenant shall pay to the landlord, as additional rent, all of the landlord's costs within five days of demand. The landlord shall also have the right to terminate this lease due to tenant's failure to comply.

9. In no event shall the landlord be liable to the tenant for inconvenience, loss of use, or other damages resulting from any repairs, interruption of service, or other improvements to the property.

10. The tenant shall not unreasonably withhold consent for the landlord to enter the property from time to time in order to inspect the property, make repairs or improvements, or show the property to other persons as may be required. If the tenant changes or adds any locks to any exterior or interior doors or windows, the landlord must be supplied with keys to each new lock.

11. The tenant shall be responsible for any electric service serving the leased property, and tenant shall pay any charges imposed by the electric utility when due and prior to default.

12. The interest of the landlord in the leased property shall in no event ever be subject to liens for any improvements made by the tenant. Upon request of landlord, tenant shall execute a recordable memorandum of this lease containing this provision. In the event any mechanics lien is filed against the leased property as a result of work done or

condemnation; in the event of restoration, the rent shall be proportionately abated from the date of damage or condemnation until the date of restoration.

16. The tenant shall comply with all laws, rules, regulations, and ordinances of any public authority concerning tenant's use of the leased property. Tenant shall make no use of the property which will cause any disturbance or nuisance to any other tenant or to landlord or which may constitute a hazard or pose the threat of waste to the leased property.

17. Tenant shall be responsible for any damage occurring by action or the lack of action by tenant or its agents to the leased property or the premises of which it is a part, including any damage caused by the use or movement of heavy equipment on or near the premises.

18. No signs of any kind shall be permitted to be placed upon the leased property by the tenant without the advance written consent of the landlord, and any approved signs shall comply with all requirements of any public authority.

19. This lease shall not be recorded among the public records of any county or state. This lease shall be subordinate to any present or future mortgage financing of the property, and the tenant agrees to execute any subordination agreements that may be required by any lender.

20. The landlord may establish rules and regulations governing the property, which shall be deemed incorporated in this lease and the tenant agrees to comply with them. If there is any conflict between this lease and the rules, the terms of this lease shall prevail. The landlord may amend the rules and regulations at any time, provided the landlord furnishes the tenant with a copy of any new or amended rules at least fifteen days prior to the date such rules become effective, and further provided that such rules shall not change any of the terms of this lease.

21. This lease is the entire agreement between the parties, and there are no other promises of any kind which

shall be binding between them. The failure of a party to take any action for the violation of any term of this lease shall not prevent future action for the same or any other violation. This lease may not be amended except in writing signed by the parties.

22. In the event the landlord takes any legal action for the enforcement of this agreement, then the tenant shall pay all of landlord's costs, including attorneys fees.

23. Any notice required to be sent to either party shall be sent to the landlord at the same address as for payment of rent or to the tenant at the address of the leased property. Either party may change such address by notice to the other party. Notice shall be deemed given upon mailing, postage paid, to the correct address.

24. In the event of any default hereunder by tenant, or should tenant apparently abandon the property for a continuous period of more than thirty days, or should the tenant file for or be subject to any proceeding under the Federal Bankruptcy Laws, or should the tenant make or propose to make an assignment for the benefit of creditors, landlord, at its option and without notice, may terminate tenant's right to possession of the leased property and without terminating this lease re-enter and resume possession of the property. Landlord shall also have the right to declare this lease terminated. In no event shall landlord's termination of this lease or of tenant's right to possession abrogate tenant's obligation to pay rent and additional amounts due hereunder for the full term hereof. Landlord shall also have the right to declare the full amount of rent due hereunder to be due and payable in full upon termination of the lease or of tenant's right to possession.

IN WITNESS WHEREOF this agreement is made by the parties the date first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
LANDLORD  
\_\_\_\_\_  
TENANT

MARC H. FELDMAN, ATTORNEY AT LAW, 3908 26TH STREET WEST, BRADENTON, FLORIDA 34203, TELEPHONE (813) 758-8888