

From: [Stefanie Fernandez <sfernandez@apmanagement.net>](mailto:sfernandez@apmanagement.net)
To: chris@kwru.com
Date: 2/26/2018 4:45:50 PM
Subject: Ocean Walk

Hi Chris,

Please see the attached lease for your signature and initials in the indicated areas.

Thank you,

STEFANIE FERNANDEZ
Property Manager
Ocean Walk Apartments

3900 S. Roosevelt Boulevard | Key West, FL 33040
Office: (305) 602-3820
[E-Mail](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)



APARTMENT LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (The "Lease") is made this 02/26/2018 by and between Atlantic & Pacific Property Management-Atlantic Division, Inc. (hereinafter referred to as "Manager"), acting for and on behalf of Owner/Landlord and all Principals, agents, and assigns, pursuant to expressed written authority granted to Manager by the Owner/ Landlord of Ocean Walk Apartment Community (hereinafter referred to as "Landlord" or "Owner") and * KW RESORT UTILITIES CORP (hereinafter referred to as "Resident" whether one or more persons).

1. DEMISE. In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all other covenants and conditions to be kept, performed and observed by Resident under this Lease, Manager hereby demises and Leases the following premises to Resident:

Apartment No.020 - 207W located at 3920 S Roosevelt Blvd #207W City & State: Key West, FL Zip: 33040-5204 (hereinafter referred to as the "premises") in the Ocean Walk Apartment Community (the "Apartment Community") together with the furniture, furnishings, and personal property contained therein, if any.

2. TERM. The term of this Lease shall be twelve (12) months, commencing on 02/26/2018 and expiring on 02/25/2019 If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior resident, Manager shall not be liable to Resident in any respect for such delay, and this Lease shall remain in full force, subject to the following: (1) The rent shall be abated on a daily basis during such delay, and (2) Resident may terminate this Lease by giving notice in writing to Manager no later than the third day of such delay, whereupon Resident shall be entitled only to a refund of Resident's Security Deposit and prepaid rent. Subsequent to Resident taking occupancy, Manager shall not be liable to Resident for delays in providing requested services inclusive of cleaning and repair services requested by Resident, and Resident shall be strictly limited to those remedies expressly provided in Florida Statutes section 83.56.

3. RENT. The Resident agrees to pay the Manager the sum of \$2295.00 per month as rent. This sum is the total of the following:

Table with 4 columns: Item, Amount, Item, Amount. Rows include Base Rental (\$2225.00), Monthly Pet Charge (\$0), Washer/Dryer (\$0), Parking (\$0), Water & Trash Fee (\$70.00), Intrusion Alarm (\$0), Cable TV (\$0), and Other Rent (\$0).

The Resident agrees that all fees as listed above and all late fees, worthless check fees and any and all contractual fees shall be deemed as additional rent. Resident further agrees to pay the Manager rent in the amount stated above, and as accrued pursuant to the provisions of this Lease Agreement, each month during the term of this Lease. Rental payments shall be made only by personal check, cashier's check, certified check, or money order in U.S. funds, drawn on a bank or savings and loan association or credit union in Florida, except when payment is made by valid money order, and made payable to Landlord. Additionally, Manager may at its sole election also accept payment by ACH transfer or by credit card. Manager will not accept any payment in the form of cash. Rent for each month is due and payable in advance, and must be received by the Manager at its Rental Office located on site, unless location is otherwise noticed in writing. Rent is due on or before the first day of the month without notice or demand. Resident hereby acknowledges that late payment by Resident to Manager will cause Manager to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if a rental payment is not paid in full by 5:00 P.M. on the 3rd of the month, Resident shall pay a late charge of \$125.00 on the 4th day of the month, and an additional late charge of \$10 per day for every day thereafter in which the full rental amount plus any late and/or other charges remain unpaid, all of which shall be deemed additional rent. The parties agree that such late charges represent a fair and reasonable estimate of the costs Manager will incur by reason of late payment by Resident. The acceptance of such late charges by Manager shall in no event constitute a waiver of Resident's default with respect to overdue amounts, nor prevent Manager from exercising any of the other rights and remedies granted hereunder. If Resident's check fails to clear the bank, a service charge of \$100.00 shall be assessed, in addition to the accrued late charge, all of which shall be additional rent. In the event Resident presents one worthless check to Manager, or Resident fails to pay rent timely (on or before the 3rd day of the month), Resident agrees that all future rent and charges shall be paid to Manager by Resident in the form of cashier's check, money order or credit card, if applicable.

4. MOVE IN DATE. The move-in date shall be 02/26/2018. Pro-rated rent shall be due from that date until the end of the month in the sum of \$245.89 and paid prior to Resident taking occupancy. If the move-in date is on any day of the month from the first day of the month through and including the 20th day of the month, then Resident shall pay to Manager prior to taking occupancy the prorated rent from the move-in date until the end of the month. If the move-in date is on any day of the month from the 21st day of the month through and including the last day of such month, then the Resident shall pay prior to taking occupancy the prorated rent from the move-in date until the end of the month, and shall also prepay the entire amount of rent for the first full month. Resident's occupancy of the premises shall start on the move-in date. In the event Resident occupies the premises prior to the term of this Lease as defined in paragraph 2 above, such occupancy shall in no way effect the term of this Lease; however, performance of all obligations, covenants and conditions shall be due from Resident as of the date Resident takes occupancy of the premises.

5. UTILITIES. At the inception of the tenancy, Resident shall pay for all utilities servicing the premises. Except for those utilities Manager agrees to furnish, all utilities shall be on a separate metering and/or billing basis directly with the utility providers or on a submetering, square footage or other billing basis as determined by Manager. Resident agrees to pay all utility charges (including utility deposits) assessed by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the premises which are separately metered and/or billed to Resident during the term of this Lease as such term may be extended, or the period or occupancy of the premises by Resident, whichever is longer. The Manager is not contractually obligated to pay for any utilities provided to the premises during the tenancy; however, specified utilities may be paid for by Manager so long as Manager elects, and shall be used only for ordinary household purposes and shall not be wasted by Resident. Failure by Resident to properly notify utility providers, to place utility services in Resident's name, or to pay for utility services when due shall constitute a breach of this Lease. Utility charges improperly assessed to Manager subsequent to the Resident taking occupancy shall be considered as additional rent. The Manager reserves the right to begin charging the Resident for usage of water, sewage, and cable television service during the term of this Lease upon providing no less than 15 days notice. Unless otherwise noticed, Manager agrees, at Manager's expense, to furnish the following utility services to the premises:

Table with 4 columns: Item, Status, Item, Status, Item, Status. Rows include Electricity (No), Water & Sewer (No), Garbage Collection (Yes), Cable (No), and Other (No).

6. SECURITY DEPOSIT. Resident agrees that a Security Deposit in the amount of \$500.00 has been paid prior to the signing of this Lease or shall be paid upon demand unless Resident provides proof of payment to the Manager. All deposits paid shall be referred to in the aggregate as "Security Deposit". Failure to provide a Security Deposit constitutes a material breach of this Lease and, as such, shall be grounds for eviction. Resident acknowledges receipt of the Security Deposit Addendum incorporated into this Lease by reference.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

7. **USE AND OCCUPANCY OF PREMISES.** The premises shall be used by Resident only as a private residence. The premises will be occupied only by: (list all adults and children) * KW RESORT UTILITIES CORP, Edgar Gonzalez

Resident acknowledges and agrees that any person occupying the premises for a period of 30 days or longer during the term of this Lease shall be deemed an additional occupant. Resident agrees to notify Manager and request written authorization before adding any additional occupants, which is subject to existing Occupancy Standards, Rules and Regulations and other applicable provisions of this Lease and Florida Law.

8. **ACCEPTANCE AND CARE OF THE PREMISES.** Resident acknowledges receipt of the Security Deposit Disposition Statement (hereinafter "SDDS") establishing that Resident has inspected the condition of the premises prior to taking occupancy. The Move-In Condition/Inventory section of the SDDS shall be completed or reviewed by Resident, and signed by Resident. Defects and damages not appearing on the SDDS shall be presumed to have occurred during Resident's occupancy of the premises. Manager reserves the right to impose a claim on Resident's Security Deposit or to demand payment by Resident for repair of damages to the premises occurring during Resident's occupancy. The SDDS shall not constitute a request for repairs, or constitute compliance with notice requirements pursuant to Florida Statutes section 83.56.

9. **RULES AND REGULATIONS.** Resident acknowledges receipt and review of the "Rules and Regulations" regarding Resident's use of the premises and the common areas of the Apartment Community, and which Rules and Regulations are incorporated into this Lease. Resident agrees to abide by all federal, state and local laws and ordinances and agrees not to engage in any activity in or about the premises or the Apartment Community of an illegal nature, purpose or intent. Resident agrees that Resident, Resident's guests, invitees, and occupants shall comply with all written rules and regulations and with all laws, and further agrees that failure to comply shall constitute a breach of this Lease. Manager may make rule changes by posting same on premises, in the Apartment Community or in writing and distributing to all residents which changes shall become a part of this Lease. Resident further acknowledges that no pets, inclusive of visiting pets, are permitted in or about the premises without the prior execution and performance by Resident of the Pet Addendum. Resident agrees to abide by all provisions of Florida Statutes, inclusive of those in section 83.52 entitled Tenant's obligation to maintain dwelling unit. In addition to all other community policies promulgated herein and elsewhere, Resident covenants that Resident, occupant(s), their family, guest(s), invitee(s), and agent(s) shall not be disorderly, boisterous, and shall not disturb the rights, comforts, and conveniences of the Manager, its agent(s), representative(s), and/or employee(s) nor of other prospective, current and prior resident(s), their guest(s), or invitee(s) at the Apartment Community. If any occupant(s), guest(s), and/or invitee(s) of Resident and/or occupant(s) violates any provision of this Lease, the Resident shall be deemed to have violated this Lease for purposes of terminating this Lease if Manager so elects. Resident hereby agrees to be personally responsible to Manager for the costs and expenses incurred by Manager as a result of any damage to the premises, the Apartment Community and/or the Manager's property, real or personal, caused by Resident, occupant(s), invitee(s) and/or agent(s) of Resident or occupant(s).

10. **LAKES, CANALS, PONDS, AND WATERWAYS.** Resident acknowledges and understands that any lakes, canals, ponds, or waterways that are located upon the premises exist for aesthetic or water management purposes only, and are not provided as an amenity or controlled by Manager. Resident acknowledges that swimming is prohibited in any lake, canal, pond, or waterway. Resident agrees to take all necessary precautions around these areas so as to prevent any injuries to Resident or to persons on the premises with Resident's consent. Resident further agrees to assume all risks, hold harmless, defend, and indemnify Landlord and Manager for all loss and injury to persons or property relevant to the presence and use of Lakes, Canals, Ponds, and Waterways.

11. **REIMBURSEMENTS BY RESIDENT.** Resident agrees to reimburse Manager promptly for the amount of loss, property damage, or cost of repairs or services, including plumbing disorders and appliance repairs, caused by intentional acts, negligence or improper use by Resident, Resident's agents, invitees, family or guests. Resident shall be responsible for any damage resulting from windows or doors left open. Acceptance of money from Resident shall not act as a waiver by Manager of Manager's rights to pursue any and all remedies available to Manager under the circumstances. Reimbursement for property damage, late payment charges, returned check charges, or other sums due from Resident, shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due from Resident shall not be deemed a waiver thereof, and Manager may demand same at any time, including, but not limited to, at or after move-out. IT IS AGREED AND UNDERSTOOD THAT MANAGER MAY, UPON TERMINATION OR EXPIRATION OF THE LEASE, DEDUCT UNPAID RENT, DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE PAYMENTS CHARGES AND/OR RETURNED CHECK CHARGES OR ANY PORTIONS THEREOF, FROM RESIDENTS SECURITY DEPOSIT, WITHOUT WAIVER OF ANY OTHER RIGHTS OR REMEDIES OF MANAGER, ALL IN ACCORDANCE WITH THE TERMS OF THIS LEASE.

12. **RESIDENT'S ASSUMPTION OF RISKS.** Prior to taking occupancy of the premises and at all times during the tenancy, Resident is required to maintain appropriate and adequate insurance to insure all claims for loss or injury to person and property and Resident agrees to look solely to the insurer of Resident's person and property for recovery for any loss suffered by Resident during the tenancy, except losses occurring directly and specifically due to Landlord's or Manager's gross negligence. Resident acknowledges and agrees that Landlord and Manager, and their respective agents or employees, shall not be liable to Resident, or Resident's family, agents, invitees, employees or others on the premises or the Apartment Community with Resident's consent for any damages or losses to persons or property caused by any person, animal or occurrence unless injury, loss or damage is caused directly and specifically by Landlord's or Manager's gross negligence, and Resident acknowledges and accepts that any claim by Resident regarding the gross negligence of the Landlord or Manager, is subject to the definition and requirements as stated in the last section of this paragraph. Landlord and Manager shall not be liable for personal injury or for damage or loss of Resident's personal property, inclusive of vehicles, furniture, jewelry, clothing and intellectual property from theft, vandalism or other criminal act, hurricanes, fire, water, rain, contaminants, storms, smoke, explosions, sonic booms, or other causes whatsoever unless the same is due to the gross negligence of the Manager or Landlord. If any of Landlord's or Manager's employees or agents are requested to render any hired or courtesy services such as moving automobiles, handling furniture, dry cleaning, signing for or delivering packages, or any other hired or courtesy services not specifically agreed upon in this

Lease, such employees or agents shall be deemed the agent of Resident regardless of whether payment is made and/or arranged for such service by Landlord or Manager; and Resident agrees to assume all risks for same. In addition to maintaining insurance adequate to insure all claims for loss or injury to Resident or Resident's property, Resident is required to maintain insurance with policy limits of not less than \$50,000 per occurrence and otherwise reasonably sufficient to cover injury to third persons on the premises with Resident's consent and to cover loss or damage to property belonging to others, including other Residents, the Manager and the Landlord to the extent the loss or injury is caused by Resident. Resident agrees to name the Manager, the Landlord, and the property as a loss payee and otherwise to indemnify, defend, and hold harmless Landlord and Manager from and against any and all claims for damages to property or persons arising from Resident's use of the premises or the Apartment Community, and from other activities, inclusive of work permitted or suffered by Resident on or about the premises or the Apartment Community. Resident acknowledges and represents that Resident understands and agrees that any claim or allegation of negligence against Manager and its assigns, employees, agents and representatives shall require proof by the claiming party that the Manager had actual knowledge of a pending loss, grossly failed and refused to act reasonably to prevent or mitigate said loss, and possessed the present and actual duty and reasonable ability to act.

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13. **DAMAGE, DESTRUCTION OR DISINTEGRATION OF PREMISES.** In the event of damage to the premises by fire, water, or other hazard, or in the event of malfunction or disintegration of equipment, utilities or structure, including roof leakage, Resident shall immediately notify Manager. If damages are such that occupancy can be continued, Manager 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 damage or destruction, the Resident may vacate only that portion of the premises rendered unusable and Resident'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 Resident and/or occupant, guest, agent or invitee of Resident 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 Resident or occupant (or their guests, invitees or agents), Manager may pursue all of its remedies against Resident provided for hereunder and under Florida law. If, in Manager's opinion, the premises are so damaged or destroyed other than by the wrongful act or negligence of Resident or occupant (or their guests, invitees or agents) so as to be unfit for occupancy, and Manager elects to make repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy. Resident agrees that rent abatement for the period of time the premises cannot be occupied is the sole remedy available to Resident and that in all other respects the terms and provisions herein shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the opinion of Manager, incapable of being satisfactorily repaired, then Manager may in addition to Manager's other remedies provided hereunder or under Florida law: (i) terminate this Lease, in which event Resident shall immediately vacate the premises and Resident shall be liable only for rental payments up to the date of such vacating, or (ii) without terminating the Lease, require Resident 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 Resident shall immediately vacate the premises and take possession of such comparable apartment unit.

14. **RIGHTS OF ENTRY.** Landlord and Manager shall have the right to enter upon the premises at all times and under all circumstances as provided in Florida Statutes section 83.53, inclusive of the purpose of inspecting the same and making necessary repairs and maintenance thereto. Resident shall receive reasonable notice at least 12 hours prior to entry for normal repairs, and repairs shall occur between the hours of 7:30 a.m. and 8:00 p.m. Such right of entry hereby granted to Landlord and Manager shall include any and all reasonable business purposes connected with the Management and operation of the Apartment Community, and any business relating to the premises incident to the management and operation of said Apartment Community.

15. **SUBLETTING AND ASSIGNMENT.** Subletting, assignment or securing a replacement by Resident is not permitted.

16. **MANAGER'S OBLIGATIONS.** Manager agrees to comply with Florida Statutes, including making all reasonable repairs, conditioned upon proper notification by Resident and the absence of Resident's obligation to pay for damages caused by Resident or Resident's family, guests, invitees, or employees. Manager further agrees to comply with all applicable state and local laws. Notwithstanding the foregoing, Manager is not responsible to Resident for conditions created or caused by the wrongful or negligent acts or omissions of Resident or occupant (or their family, agents, invitees, or employees). Manager's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent when due under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments, except as may be otherwise provided under Florida law.

17. **DEFAULT BY RESIDENT.** If any rent required by this Lease shall not be paid when due, or if the Resident (or other occupants, guests or invitees) in any other manner fails to perform any of the terms or conditions of this Lease, including, but not limited to, any of the provisions of the Termination and Renewal & Early Lease Termination By Resident (see Paragraph number 18 & 19, following), the Rules and Regulations and any other applicable addendum hereto; or, if the Resident fails to fulfill the obligations imposed upon him by law; or, if the premises Leased hereunder shall be abandoned or vacated prior to the expiration of the term of this Lease; then, in any of the foregoing instances, the Resident shall be deemed to have breached this Lease and the Manager shall have all rights provided under this Lease and under federal, state and local law, including Florida Statutes section 83.595, including the right to terminate the Lease, retake possession of the premises, and recover all damages resulting from such breach. Application of the Security Deposit to past due rent and/or termination of the Lease shall not act as a limitation of Manager's right to all damages resulting from Resident's breach of this Lease, to the extent permitted by law. If, prior to the expiration or termination of this Lease, the Resident vacates the premises either voluntarily or involuntarily, all rent due for the remainder of the term of this Lease shall thereupon, immediately, without demand or notice, become due and payable unless the Resident is excused therefrom, in writing, by the Manager.

18. **TERMINATION AND RENEWAL.** This Lease may be terminated by either Manager or Resident at the end of the original term, or at the end of any renewal term, thereafter, upon the party desiring to terminate giving to the other party **60 days written notice** prior to the intended termination date. Subject to Manager's consent, Resident may renew this Lease by providing 60 days written notice to Manager prior to the expiration of this Lease or any renewal thereof. The Lease then may be renewed for such period and under such terms and conditions as may be agreeable to Manager and Resident. **IF NEITHER MANAGER NOR RESIDENT SHALL GIVE ANY OF THE NOTICES PROVIDED FOR IN THIS PARAGRAPH WITHIN THE TIME PROVIDED, TENANCY SHALL AUTOMATICALLY BECOME MONTH-TO-MONTH AFTER THE EXPIRATION OF THE TERM OF THIS LEASE OR RENEWAL THEREOF, AND WHICH TENANCY SHALL REQUIRE NOT LESS THAN 15 DAYS WRITTEN NOTICE OF TERMINATION PRIOR TO THE NEXT RENT DUE DATE IN ORDER TO TERMINATE THE MONTH-TO-MONTH TENANCY. THE RENTAL RATE FOR SAID MONTH-TO-MONTH TENANCY SHALL BE THE MARKET RATE CHARGED BY LANDLORD OR MANAGER FOR SIMILAR APARTMENTS IN EFFECT AT THE TIME OF CONVERSION TO THE MONTH TO MONTH TENANCY, PLUS THE MONTH TO MONTH FEES IN EFFECT AT THE TIME OF SUCH CONVERSION, WHICH SHALL BE CONSIDERED AS ADDITIONAL RENT.** All other provisions of this Lease not inconsistent with this paragraph shall remain in full force and effect during the term of the month-to-month tenancy. If Resident or Manager gives notice of termination of the Lease in accordance with the terms hereof, and Resident fails to completely vacate the premises prior to the expiration of the notice, and/or if Resident otherwise continues in possession of the premises after expiration or termination of the Lease without the prior written approval from Manager, Resident shall be liable, in addition to all other damages provided for under the Lease and/or Florida law, for double the daily rental based on a proration of the monthly rental amount provided in the Lease for each day Resident so continues in possession of the premises.

19. **EARLY LEASE TERMINATION BY RESIDENT.** Provided that Resident shall not be in default under this Lease, Resident shall have the right to terminate this Lease after either: (i) three months from the lease commencement date by delivery of a 60-Day written notice to Manager no earlier than this three month date and payment to Manager at the time of giving such notice a termination charge equivalent to two (2) month's rent, or (ii) six months from the lease commencement date by delivery of a 60-Day written notice to Manager no earlier than this sixth month date and payment to Manager at the time of giving such notice a termination charge equivalent to one (1) month's rent; plus reimbursement for any and all concessions or specials given to Resident. The termination charge shall operate as liquidated damages for both parties. Resident acknowledges receipt of the Liquidated Damages Addendum incorporated into this Lease by reference. As a condition to exercising this termination option, Resident must pay all rent accrued for the days Resident occupies the premises. Provided that Resident shall comply with such notice and payment, Manager and Resident mutually agree to cancel this Lease, and Manager agrees to process any Security Deposit held by Manager for refund as if the Resident had fulfilled the terms of this Lease. Resident acknowledges that the Security Deposit cannot be used to offset payment of the termination charge or rent during the period of residency and that it will be processed, as required by Florida Statutes section 83.49, assuming no damage exists in the premises, normal wear and tear excepted. Failure to fully comply with all of the provisions of this paragraph will entitle the Manager to

all of the remedies provided for by law and in this Lease. Manager acknowledges that this option of early termination is granted exclusively to Resident.

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20. **SALE OF PROPERTY; SUPERIOR LIENS; PROHIBITION OF LIABILITY OR LIEN; AND EMINENT DOMAIN.** Manager or Owner of the Apartment Community may encumber the premises and/or the Apartment Community by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Resident herein or any subtenant. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant and such purchaser, as Manager. Notwithstanding the above, the parties agree that Manager and/or Landlord/Owner has the exclusive right to sell the Apartment Community and/or premises to another party; in the event of such a sale, the parties agree that any subsequent purchaser shall not be required to assume the role of Manager and/or Landlord/Owner and may, at its sole option and election, elect to terminate this Lease upon the transfer of title; the subsequent purchaser may treat this Lease as a month-to-month tenancy. In the event of a sale, Manager (the prior Manager of the Apartment Community) shall be released from all obligations hereunder and Resident shall look solely to the then Manager of the Apartment Community for the performance of the duties of "Manager" hereunder from and after the date of such sale except as provided herein. Resident acknowledges and agrees that residents shall not make improvements or modifications to the premises or contract for services for improvements or modifications to the premises without the specific written consent of Manager, which consent shall be in Manager's sole and unfettered discretion. The right, title and interest of the Owner/Landlord shall not be subject to liens for improvements or modifications made by the Resident and by others acting pursuant to an agreement with the Resident. Resident agrees to provide notification to any contractor making any improvements or modifications to the premises of the prohibition of liability of Owner/Landlord. In the event that the Leased premises is taken by eminent domain, then Resident shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this Lease as of the date of said taking.

21. **RESIDENT INFORMATION.** All information provided in the rental application or similar instrument is represented to be true and correct. Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information is false or misleading, Manager shall have the right to terminate this Lease by providing 7 days written notice to Resident. Upon receiving such notice of termination, Resident shall surrender the premises. In the case of bond financed properties, Resident hereby certifies the accuracy of the statements made in the Certification of Resident Eligibility and Income Verification (the "Certification") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certification shall be deemed substantial and material obligations and representations relied upon by Manager in approving tenancy. Resident will comply promptly with all requests for information with respect thereto from Manager, the Owner or any Mortgagee, and Resident's failure to provide accurate information in the Certification or refusal to comply with a request for information with respect thereto shall be deemed a default by Resident, which shall entitle Manager to pursue all rights and remedies set forth in this Lease or as otherwise permitted by law. Failure to furnish accurate and current information on the Certification may further subject Resident to civil liability, inclusive of eviction. Resident further agrees that this Lease shall be terminated or become null and void if it subsequently becomes known to Manager that continuation of Resident's occupancy will result in the interest of the bonds utilized to finance the construction or purchase of the Apartment Community becoming subject to federal income taxation, or a violation of the applicable statutes permitting the issuance of the bonds.

22. **SUCCESSORS.** The terms, conditions, and indemnities contained in this Lease shall be binding upon and inure to the benefit of Landlord, Manager and Resident and their respective heirs, executors, administrators, personal representatives, officers, directors, partners, shareholders, successors and assigns.

23. **NOTICES.** Any notice or document required or permitted to be delivered to Resident shall be deemed delivered if delivery is in compliance with Florida Statute, section 83.56 (4), by mailing or delivery of a true copy thereof or by leaving a copy thereof at the premises. Each Resident who executes this Lease constitutes and appoints the other of them as his agent for acceptance of all notices, including summonses and subpoenas. Delivery to Manager may be affected by mailing or hand delivery to the rental office on site or to such other address Manager designates in writing to Resident.

24. **COURT COSTS/ATTORNEY'S FEES.** Resident agrees to pay all reasonable attorney's fees, appellate attorney's fees and court costs incurred by Manager in order to enforce any provision of this Lease or applicable law. The aforementioned provision shall not apply if a court finds the Manager is not the prevailing party. All costs shall be considered additional rent. In addition to the foregoing, in any amount due Manager by Resident pursuant to this Lease or otherwise is turned over to a collection agent for collection, the Resident agrees to pay in addition thereto all fees, whether contingent or otherwise, and costs incurred by Manager, its successors and/or assigns thereby.

25. **ENTIRE AGREEMENT.** No oral agreements have been entered into with respect to this Lease. This Lease comprises all terms, conditions, and agreements of the parties and respect to the subject matter hereof, superseding all prior arrangements or agreements and except as provided in the rules and regulations paragraph hereinabove, may not be altered or amended except in writing and signed by authorized representatives of each party hereto. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Apartment Community is located.

26. **SEVERABILITY.** If any word, clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of the Lease, then it is the intention of the parties hereto that the remainder of this Lease shall not be effected hereby, and it is also the intention of the parties to this Lease that in lieu of each word, clause or provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

27. **COUNTERPARTS.** This Lease is executed in multiple counterparts with one copy to be furnished to Resident and the other copies to be retained by the Manager.

28. **ENVIRONMENTAL DISCLOSURES.** Resident is advised that certain housing may contain substances that present a potential health hazard. Resident acknowledges and accepts disclosure by Manager of possibility of environmental substances creating a potential health risk inclusive of Radon Gas, Lead-Based Paint, and Asbestos. This disclosure is provided to afford Resident an opportunity to obtain information relevant to the particular dwelling unit Leased to Resident pursuant to this Lease.

RADON GAS: Radon Gas is a naturally occurring Gas that may present health risks to persons who are exposed to it over a period of time when it has accumulated in a building in sufficient quantities. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

LEAD-BASED PAINT: Resident hereby acknowledges and accepts disclosure by Manager of the potential of Lead-Based Paint being present in or about the dwelling unit. The potential for the existence of Lead-Based Paint is more specifically relevant to housing built before 1978. Available records and reports relevant to the presence of Lead-Based

Paint and/or Lead-Based Paint hazards are available to the Resident upon request. A Federally approved pamphlet on lead poisoning prevention is available to Resident upon request. Resident further acknowledges receipt of "disclosure" of information on Lead-Based Paint and Lead-Based paint hazards from Manager.

ASBESTOS: Manager hereby provides notice, and Resident acknowledges and accepts disclosure of the potential of the presence of asbestos inside the dwelling unit and structures otherwise located in the Apartment Community. Asbestos has been established as causing health hazards under certain conditions. Information regarding the presence of asbestos is available to Resident upon request.

29. **SECURITY.** (A) Landlord and Manager do not provide and have no duty to provide any security services. Resident shall look solely to the public police for security protection. Protection against criminal action is not within Landlord's or Manager's ability to provide. If, from time to time, Landlord and Manager provide security services, or services or equipment that appear to furnish security, inclusive of, but not limited to, limited access or controlled entrances, alarms or monitoring systems, and courtesy or uniformed personnel, those services or equipment are for Landlord's and Manager's exclusive purposes and shall not constitute a waiver of or in any manner modify this disclaimer. Landlord and Manager shall not be liable for criminal or wrongful actions by others against Resident, Resident's family, guests, invitees, or their respective property. (B) **SECURITY/INTRUSION SYSTEM:** Any security/intrusion system located on the Premises will be installed by an independent party in the business of installation and maintenance of security/intrusion systems. Landlord and Manager make no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the security/intrusion system is designed to detect or avert, including no representations that the system will operate properly or will prevent loss by burglary, hold-up, fire, or otherwise. Resident agrees to hold Landlord and Manager harmless, defend, and indemnify Landlord and Manager for any claim or cause of action arising out of the Resident's use of the system, and to look solely to the independent parties responsible for manufacturing, installing or monitoring the system or to Resident's insurer. Resident agrees that Landlord and Manager shall have no responsibility for repairs to the security/intrusion system and that all such repairs shall be the sole responsibility of Resident and at Resident's expense. Additionally, Resident agrees to pay any costs that may result from false alarms being emitted from the Premises and will additionally pay any permit fees required to be paid by any appropriate governmental authority or property association in connection with the use of a security/intrusion system, if applicable. Resident further agrees to pay any installation fees required to activate and obtain monitoring services for said systems.

_____ Initials

30. **TOWING.** Resident agrees to hold Landlord and Manager harmless, defend, and indemnify Landlord and Manager for any expense or damages caused by the towing of unauthorized and/or illegally parked vehicles from the Apartment Community property. Unless spaces are specifically assigned by mutual agreement, Resident agrees and acknowledges that parking spaces are available on a first come first serve basis, and no particular spaces are available or reserved, proximate to the premises occupied by Resident or otherwise. The Resident agrees to hold the Landlord and Manager harmless to defend and to indemnify Landlord and Manager for any loss to persons or property resulting from Resident's utilizing the parking spaces. In the event assigned parking is provided to Resident by mutual agreement in writing, Manager authorizes Resident to exercise all legal remedies to enforce his or her exclusive use of the parking space assigned. The Resident acknowledges notice from Landlord that Resident must comply with Florida Statutes section 715.07 and all applicable State, County and City Ordinances when enforcing his or her exclusive use of the assigned parking space, whether through towing or otherwise. In consideration for the provision of an assigned space, the Resident agrees to hold harmless, defend, and indemnify Landlord and Manager, their agents and assigns against any cause of action, claim of loss to person or property, or demand for reimbursement for towing expense arising out of this assignment of use and enforcement thereof. Further, Resident agrees that any additional vehicles parked on the premises by Resident, or persons on the premises as guests, invitees or occupants residing with Resident, shall be parked in available spaces on a first come and first serve basis. Any vehicle parked on sidewalks, fire zones, swales, grassy areas or other unauthorized spaces shall be towed at Resident's expense, without prior notice to Resident.

31. **WAIVER OF JURY TRIAL.** The parties waive trial by jury for any action arising in any way from his or her tenancy and agree that a non-jury trial is the selected form for adjudication of all actions arising from the tenancy, inclusive, but not limited to, causes of action arising from contract and tort claims.

32. **MOVE OUT PROCEDURES.** Prior to vacating the premises, Resident agrees to leave the premises in the same condition as when leased except for ordinary wear and tear. After Resident vacates the premises, Manager's representative will inspect the premises and complete the SDDS. Landlord and Manager shall not be responsible for personal property which may be left at the Apartment Community after Resident has left the premises nor shall Landlord and Manager be liable to Resident for any loss of or damage to such property. If Resident fails to move out on or before the date required hereunder, Resident shall be liable for double the amount of rent for the period during which Resident refuses to surrender possession of the premises, or has otherwise failed to deliver possession. Resident is in possession of the premises and the premises is considered occupied by Resident until the date that Resident delivers full possession to the Manager, including all keys, gate cards, and other items providing access to the premises. The notice provisions of this Lease will be strictly enforced. If Resident moves from the premises prior to the expiration date of this Lease or fails to provide any notices required by this Lease, Resident shall be in default of this Lease, unless Resident has complied with the provisions of paragraph 19 above. Return of Security Deposit will be governed by the attached Security Deposit Agreement and Florida Statutes section 83.49.

33. **MOLD AND MILDEW.** Resident acknowledges that the premises is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is imperative to provide proper room temperature, climate control, cleanliness of the unit, lighting, ventilation, air conditioning and dehumidification of the premises to retard or prevent the growth of mold and mildew. Resident agrees to clean and dust the premises on a regular basis and to remove visible moisture accumulation on windows, walls, sink, bathtub, shower, toilets, patio doors and other surfaces as soon as reasonably possible. When showering or bathing, Resident agrees to use the bathroom fans or alternative ventilation and shall allow the fan to run until all excess moisture has vented from the bathroom. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the premises. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture or musty odors in the premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping in the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system, the laundry and dryer systems, or in the exhaust fan systems in the premises; and (iv) any inoperable exhaust fans, doors or windows. Resident shall not overfill closets or storage areas as ventilation is important in all areas of the premises, nor shall Resident allow damp or moist stacks of clothes or other cloth material to lie in piles for an extended period of time. Resident agrees to be responsible for taking all proper action to retard and prevent mold and mildew and to protect his person and property from loss or damage as a result thereof, and further agrees that Resident shall be responsible for damage to the premises, the Apartment Community, and Resident's and their occupant's property as well as personal injury to Resident, their occupants, and other persons resulting from Resident's failure to comply with the terms of this paragraph. Further, Landlord and Manager shall not in any event be responsible for damage, loss or injury to persons or property caused by mold or mildew. A default under the terms of this paragraph shall be deemed a material breach of this Lease, and Manager shall be entitled to exercise all rights and remedies available at law or in equity.

_____ Initials

34. **WARRANTIES.** Resident understands and acknowledges that Landlord and Manager do not warrant the premises in any manner whatsoever, other than as required by Florida law. Resident agrees that the premises shall be used solely as a private residential dwelling and for no other purposes whatsoever. Resident hereby waives any and all rights, which would have otherwise existed in favor of Resident as a result of any implied or expressed warranties.

35. **SPECIAL PROVISIONS.** The following special provisions, concessions and any addendum shall control over any conflicting provisions of this printed Lease form:

Resident agrees that if a concession or special was given at the time of move-in or any time during the term of this Lease and if the Resident breaches any term of this Lease, including, without limitation, delinquent rental payment, and/or prior to the expiration or termination of this Lease, Resident vacates the premises either voluntarily or involuntarily, then Resident will be required to reimburse the Manager for the full amount of any concessions and specials that were given at or during the time of Resident's tenancy. This agreement by Resident to reimburse the Manager for the full amount of any concessions and specials shall include, without limitation, default by Resident as provided in paragraph 17 of this Lease and shall include early Lease termination by Resident as provided in paragraph 19 of this Lease.

36. **MILITARY/U.S. CIVIL SERVICE.** Check if applicable. Pursuant to Florida Statutes section 83.682, in the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 30 days advance written notice and a copy of the transfer order.

37. **AUDIT AND CORRECTION OF ERRORS.** In the event Manager or Landlord discover that any provision in this Lease is incorrect as to duration of tenancy, commencement or termination date of Lease, amount of rent, deposits, other contractual fees, address or unit numbers and other material provisions of Lease, Landlord or Manager may cause the same to be corrected on the original Lease or addendum thereto, with a copy furnished to Resident and Resident agrees to sign, or initial such corrections within five (5) business days from receipt thereof.

38. **LAWS GOVERNING THIS LEASE.** This Lease shall be construed in accordance with the laws of this state in which the Apartment Community is located, and any legal action arising from this Lease shall be tried in the county where said property is located.

39. **ABANDONED PROPERTY.** Resident does hereby release the Manager, the Landlord and it's agents of any and all responsibility and liability for any personal property left in or about the apartment at the time of termination of this Lease or at the time of surrendering or abandoning the premises. Resident further understands that any personal property left at the time of termination, surrender or abandonment will be discarded by the Manager and the Manager, Landlord and their agents shall not be responsible for any storage or disposition issue that may arise out of such actions.

40. **DRUG FREE HOUSING.** The Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity or drug-related criminal activity. The Resident or any member of the Resident's household shall not permit the dwelling to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity. "Violent criminal activity" means any felonious criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U. S. C. 002)). One or more violations of Section 1 or Section 2 of this Lease Addendum constitutes a substantial violation of the Lease and a material non-compliance with the Lease. Any such violation is grounds for termination of the tenancy and eviction from the apartment unit. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.

41. **FIRE MONITORING EQUIPMENT.** (As applicable) Fire detection and suppression equipment may be installed in the Apartment Community. As such, it is imperative that if installed this equipment remain in proper working order at all times.

Section 806.10 of the Florida Statutes provides: Preventing or obstructing extinguishment of fire.--(1) Any person who willfully and maliciously injures, destroys, removes, or in any manner interferes with the use of, any vehicles, tools, equipment, water supplies, hydrants, towers, buildings, communication facilities, or other instruments or facilities used in the detection, reporting, suppression, or extinguishment of fire shall be guilty of a **felony of the third degree**, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. Persons who in any manner tamper with the fire monitoring equipment causing a false alarm shall be liable for any and all charges or fees assessed against the property, owner, and owner's agents by reason of a response to the false alarm. In addition, Fla. Stat. §§ 83.52(6) and 83.56 (2)(a) state in relevant part: **83.52 (6) The tenant at all times during the tenancy shall not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.** 83.56(2)(a) If the tenant fails to comply with 83.52 or material provisions of the lease agreement, and the noncompliance is of nature that the tenant should not be given an opportunity to cure it, the landlord may terminate the rental agreement. Examples of noncompliance which are of nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenant's property." Accordingly, those tampering with, destroying, damaging, or misusing fire extinguishers, cabinets, or pull stations, could be arrested and charged with a felony. Further, such persons, **or those responsible for the actions of such persons** (e.g. minors and guests), who commit such acts, are subject to **immediate** termination of their rental agreement.

42. **SATELLITE DISHES.** Unless Manager is required by law to permit satellite dishes at the Apartment Community, Resident shall not install a satellite dish in, on or about the premises or Apartment Community. If Manager is required by law to permit satellite dishes at the Apartment Community, Resident shall comply with the terms and conditions set forth by Manager and complying with the specifications applicable to Antennas used to receive video programming, including direct-to-home satellite dishes. Resident agrees to pay to Manager as security for property damage resulting from installation of satellite dishes the sum of **\$250.00** subject to the terms and conditions as set forth in the security deposit addendum. **Only dishes that are less than one meter (39.7") in diameter** may be installed subject to the following: Residents may install antennas inside the premises or outside of the premises only in a space where the Resident **has exclusive control.** "Exclusive control" includes the balcony, balcony railings or patio areas that are entirely within the leased space, as long as it **does not extend out beyond the area exclusively controlled by the resident.** This excludes all common areas, roofs, windows, windowsills and walls in, on or over a common area or breezeway. Installations that cause damage to the property are prohibited. Installations requiring attachment are prohibited. **Drilling holes of any kind is strictly prohibited, including drilling holes through exterior walls or through the roof.** Permitted installations include the **use of a tripod** on ground floor patios and upper floor balconies. Upper floors may also **attach to the balcony railings, provided no puncturing of the railing material occurs and provided installation does not extend beyond the boundary of the space over which the resident has exclusive control.** **Use of the tripod is recommended.** By electing to install antennas or satellite dishes, Residents agree to hold the Manager, Landlord, and their principals, agents, and assigns harmless from any

and all injury to persons or property, claims, causes of action and demands arising from the installation. **Residents are required to obtain renter's insurance including liability coverage and to include Landlord and Manager as loss payee and to provide a copy of the insurance policy to the management office prior to installation. Resident assumes full responsibility for the costs of repairs to the property made necessary by the presence of the satellite dish on the premises.**

43. **ADMINISTRATIVE FEE.** The Resident acknowledges and agrees to pay to Manager prior to taking occupancy a non-refundable administrative fee.

44. **NOTATIONS ON PAYMENTS; PARTIAL PAYMENTS.** Resident shall make all payments due in full. The Resident agrees that any notation on any payment due hereunder shall have no effect on any amounts due hereunder (i.e., conditional endorsement or notation of "Full Payment" on a check by Resident, when Resident still owes money hereunder shall not relieve Resident of its obligations hereunder irrespective of acceptance and deposit of the check by Manager), and acceptance by Manager of such payment (with any notation thereon) and deposit of same by Manager shall not constitute accord and satisfaction. Manager's acceptance of a partial payment shall not forfeit Manager's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

45. **HURRICANE OR WINDSTORMS.** The Resident agrees and acknowledges the following: (i) that the Apartment Community is located in Florida, and therefore, a wind storm or hurricane can strike any area throughout Florida with little or no notice; (ii) that because a wind storm or hurricane can strike in any area throughout Florida, the Resident assumes a high degree of risk that the premises and/or the Apartment Community may suffer damage due to a wind storm or hurricane; (iii) that neither the Apartment Community nor the premises are designated hurricane shelters, and that in the case of wind storms or hurricanes, it is strictly Resident's choice to remain on the Apartment Community or premises; (iv) that Landlord and Manager strongly encourage the necessity in obtaining renters insurance, among many reasons, to protect the Residents' personal property or of any of their agents' or invitees' personal property, due to the high degree of damage of such wind storm or hurricane could produce; (v) that in case of any warning or notice of any wind storm or hurricane, Resident shall promptly remove any and all of Resident's or their guest's or invitee's personal property or fixtures located on the balcony, patio, walkway, courtyard, or other common surrounding area, and failure to timely and promptly remove such items shall enable and entitle the Landlord or Manager to remove and discard these items, without liability owed to Resident or their agents or invitees; (vi) that the Resident waives any claim of action against Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees for any damages that may accrue pursuant to a wind storm or hurricane that may affect the premises and/or Apartment Community; (vii) that the Resident hereby indemnifies the Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees for any damages accruing prior to, or after such wind storm or hurricane that are claimed against Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees claimed by Residents, their invitees or any other third party; and (viii) that it is Resident's responsibility to stay tuned to local radio and/or television stations and to observe the local regulations and evacuation requirements instituted in the interest of the personal safety of the Resident's, Resident's agents or invitees as well as for Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees of the Apartment Community and/or premises.

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

47. **REPRESENTATIONS; LEGAL DOCUMENT.** Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiations leading up to and including the time of execution of this Lease did any representative, agent or employee of the Landlord or Manager make any representation or warranty, engage in any discussion of the Lease, or otherwise communicate with the Resident anything, that in any way whatsoever contradicts, alters or amends any written term and/or condition of this Lease, nor did any representative, agent or employee of the Landlord or Manager make any statement(s), communication(s) or representation(s) of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions of this Lease as written. The Resident hereby acknowledges that the Resident has been advised that the Lease is a legal document, that the Resident should have an attorney review the terms of the Lease, and that prior to signing the Lease, Resident will also have read this Lease in its entirety and shall be fully informed of all contents hereof.

48. **OFFER TO LEASE.** Once the Resident signs this instrument, this instrument will be deemed an irrevocable offer to enter into a lease upon the terms and conditions set forth herein. Only on and after the Manager or its agent executes this instrument, which execution shall be in Manager's sole and absolute discretion, shall this instrument create a lessee-lessor relationship. Manager reserves the right to approve and/or disapprove any and all offers to lease.

49. **PUBLIC AND PRIVATE FUNCTIONS; NOISE.** The Resident acknowledges that the Apartment Community may from time to time host or permit public and private functions, including parties, in the common areas of the Apartment Community. Such functions may include live or recorded music, public address systems, or otherwise produce sound which is audible in the apartment and other areas of the Apartment Community. Manager shall enforce a noise ordinance with respect to such functions to control noise levels from and after 12:00 midnight. Resident acknowledges and agrees that public and private functions conducted in accordance with the foregoing shall not constitute a breach of Resident's use and enjoyment of the apartment, relieve Resident from the obligation to promptly pay the rent when due under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments.

50. **ELECTRONIC SIGNATURE(S).** Pursuant to Florida's Electronic Signature Act of 1996, Fla. Stat. 668.001 et seq., this document may be signed by "electronic signature(s)." Resident and Manager agree that such electronic signature(s) meets legal requirements and that such electronic signature(s) shall have the same force and effect as any original signature(s)."

51. **NO ACCESS AFTER EVICTION.** In the event of termination of this Lease and/or Resident's tenancy as a result of a court eviction proceeding, Resident may not have access to the Apartment Community and/or Condominium Community (if applicable) as a guest, occupant, **OR** future resident. In such circumstance, Resident shall be considered a trespasser or unapproved occupant and Manager shall have the right to remove Resident and/or take any action as allowed by law.

52. **LIMITATION OF LIABILITY:** Any liability of Owner/Landlord under this Lease shall be limited solely to its interest in the Apartment Community, and in no event shall any personal liability be asserted against Owner/Landlord, its members, or their respective members, partners, shareholders, officers, directors, agents or employees, in connection with this Lease nor shall any recourse be had to any other property or assets of Owner/Landlord, its members, or their respective members, partners, shareholders, officers, directors, agents or employees. In no event shall Owner/Landlord be liable for consequential or punitive damages as a result of a breach or default under or otherwise in connection with this Lease.

IN WITNESS WHEREOF, Resident has executed this Lease as of the date first written and Manager has executed the same as of the date set out below.

THIS IS A BINDING LEGAL DOCUMENT READ CAREFULLY BEFORE SIGNING

Witness #1 for Manager

Date

Witness #2 for Manager

Date

Witness #1 for Resident(s)

Date

Witness #2 for Resident(s)

Date

Manager

Date

Resident

Date

Resident

Date

Resident

Date

SMOKE DETECTOR ADDENDUM

NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO OWNER OR MANAGEMENT AGENT IN WRITING.

THIS ADDENDUM dated 02/26/2018 will become part of the original lease or rental agreement dated between Ocean Walk, Lessor or Agent, and * KW RESORT UTILITIES CORP Lessee/Resident, for the residence located at: 3920 S Roosevelt Blvd #207W Apartment No. 207W Key West, FL 33040 within Ocean Walk.

1. **Smoke Detector:** You acknowledge that as of this date, the Residence is equipped with one or more smoke detector(s); that you have inspected the smoke detector(s); and that you find it/them to be in proper working condition.
2. **Repair:** You agree that it is your duty to regularly test the smoke detector(s) and agree to notify property manager immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Within (7) days of receipt of such written notification, management shall repair or replace the smoke detector(s), assuming the availability of labor and materials.
3. **Maintenance:** You agree to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable. B. If after replacing the battery, the smoke detector will not operate you must inform management immediately in writing of any deficiencies.
4. **Replacement:** You agree to reimburse management, upon request, for the cost of a new smoke detector and the installation of in the event the existing smoke detector(s) becomes damaged by your or your guests or invitees.
5. **Disclaimer:** YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER, OR SUPPLIER OF THE SMOKE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY QARRANTY OF ANY NATURE REGARDING SAID SMOKE DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES, AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3) THEFT OF THE SMOKE DETECTOR(S) OR IS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S).

6. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
7. **Term:** The term of this Addendum shall be the same term as lease renewal or extension of rental agreement.
8. **Acknowledgement:** I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to lessor or agent in writing.

SIGNED this _____ day of _____, _____

Lessee/Resident(s)

Lessor/Management

PARCEL RECEIPT AUTHORIZATION

This Parcel Authorization Addendum will become part of the original lease or rental agreement between **Ocean Walk**, Lessor or Agent, and * **KW RESORT UTILITIES CORP**, Lessee/Resident, for the residence located at: **3920 S Roosevelt Blvd #207W Key West, FL 33040**.

In consideration for being permitted the accommodation and benefit of collection and/or retrieving mail and other property, including but not limited to keys, packages, deliveries, parcels, clothing and any other items (the "Property") with the management, leasing, maintenance, or any agent, employee, or contractor of the Property, including but not limited to security, housekeeping personnel, or any other personnel (collectively referred to as the "Personnel") for pick-up, delivery, or for any reason whatsoever, the undersigned acknowledges that neither the Directors, Officers, nor the Personnel will be held responsible, in any way, from and against all claims for loss, theft, damage, disappearance, and/or destruction of the Property, either in whole or in part, by any negligent act or omission of the Personnel.

I hereby acknowledge that the Personnel are authorized to accept, receive and/or deliver Property on my behalf at my sole risk. The community, its directors and officers, and the Personnel, specifically disclaim any responsibility or liability for loss, theft, damage, or disappearance to the Property received from or accepted on behalf of the Owners, Residents, and the undersigned Owners/Residents hereby release the Property, its directors and officers, and the Personnel, from any responsibility of liability for loss, theft, damage, or disappearance to the Property and waive any claims which may arise there from.

The Resident shall notify the Personnel promptly of any parcel that requires any special instructions for delivery. Furthermore, the Resident shall not permit delivery of any hazardous, dangerous, or illegal items. In the event that Resident fails to retrieve or pick-up any items Personnel may have in their possession, within a reasonable amount of time, such Personnel may dispose of such items by discarding them, delivering to the Resident's unit, returning them to the shipper, giving them away, or any other method at Personnel's sole discretion.

Lessee/Resident(s) Signature

Lessor/Management Signature

BED BUG ADDENDUM

Resident: * KW RESORT UTILITIES CORP

Address: 3920 S Roosevelt Blvd #207W Apartment No. 207W
 Key West, FL 33040

This bed bug addendum was made and entered into on 02/26/2018 by and between the owners, agents, management, employees and representatives of Ocean Walk hereinafter referred to as "Landlord" and * KW RESORT UTILITIES CORP hereinafter referred to as "Resident"; and

WHEREAS, this addendum shall be made a part of the residential lease agreement signed between the parties concerning the premises noted above; and

WHEREAS, the Landlord and Resident fully intend to be bound by this agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and the Resident hereby agree as follows:

1. That bed bugs are an unfortunate occurrence in all parts of the United States, including South Florida. Bed bugs are almost always introduced to an apartment by human activities; they are usually introduced through personal items such as luggage, purses, brief cases or furniture and other personal items brought into the apartment unit. While management is not aware of a particular problem affecting the Resident's unit, the parties enter into this Addendum so that their relationship may be clearly understood in the event of particular concerns of resident or in the event of a problem. Landlord hereby informs the Resident and Resident acknowledges that the premises have been thoroughly inspected prior to Resident taking possession of the unit. The apartment has been fully cleaned and vacuumed. All electrical outlets, air-conditioner ducts, appliances, baseboards, carpets, closets and cabinets have been inspected by Resident and have been determined by Resident to be bed bug free.
2. The Resident may choose to have an inspection of the premises performed at their expense by an approved third party prior to moving the premises. The management office has a list of approved third party pest control companies that may inspect the premises. If after the inspection it is determined that there are bed bugs present, management will have their own pest control company come in to re-inspect the premises and if the bed bugs are present, apply treatment at management's cost; additionally, if bedbugs are found by the inspection and prior to move in, management shall reimburse resident (or give a credit) for the inspection cost (if paid by resident). However, if no bed bugs are found, any preventive treatment that Resident opts to take is at Resident's own cost.
3. If during the term of the Resident's tenancy bed bugs appear in the apartment, Resident acknowledges that the treatments will be at the Resident's expense. Management will arrange for the treatments through their pest control company. However, it is Resident's responsibility to properly prepare the apartment unit. The Resident agrees to follow the procedure outlined in this addendum in preparation for the bed bug treatment. Resident also acknowledges that if Resident does not comply with the preparation of the treatment and treatment is unsuccessful, Resident will not only be financially responsible for subsequent treatments to the apartment unit, but for any treatment to adjoining units that are infected by the bed bugs.

4. The following preparations must be followed:
 - a. Resident may not remove anything from the infected apartment prior to treatment. This includes appliances, furniture or clothing.
 - b. Resident agrees to close the blinds and turn off the lights.
 - c. Resident must either dispose of the mattress and box spring and Resident acknowledges that these items may not be placed by the property dumpster.
 - d. All items attached to the wall must be removed from the wall but left in the room. The bed must be pulled away from the wall, but left in the room. Large furniture should be pulled away from the wall, if possible, but left in the room.
 - e. Please note that the carpeting will be pulled up from around the perimeter of the room, but left on the floor.
5. Post Treatment, Resident's responsibilities include:
 - a. Removing all bed linen and placing them in a sealed bag and having them immediately cleaned in hot water or dry cleaned.
 - b. It is strongly recommended that all clothing in the unit is thoroughly cleaned after treatment.
6. Resident acknowledges that after the initial treatment there will be follow-up service at the apartment in approximately 7 days. Once again, Resident will be obligated to follow the preparations outlined hereinabove.
7. Resident acknowledges that after 7 day follow-up treatment, the apartment unit will be inspected after 30 days.
8. Resident understands that denial of access to the Landlord or the Landlord's agents to service the unit, failure of cooperation to prepare the unit for treatment, as well as refusal of payment for the bed bug service is a material breach of the lease agreement and will be grounds for the issuance of a 7-day notice to cure and a 7 day notice to vacate as provided in the Florida Statutes.

SIGNED this _____ day of _____, _____

Lessee/Resident(s)

Lessor/Management

RULES AND REGULATIONS

- 1) **INTERIOR ALTERATIONS, PAINTING, OR DECORATING.** Interior Alterations, Painting, or Decorating of a permanent nature may not be done to the apartment without prior written approval of Manager, which approval may be withheld in Manager's sole and unfettered discretion. Resident may not install or use any additional major appliances such as freezers, portable dishwasher, washers, and dryers (unless washer and dryer hookups have been provided). Nails and picture hooks are permitted for hanging pictures.
- 2) **WATERBEDS/FLOTATION BEDDING DEVICE.** Resident may place a flotation bedding system in the dwelling unit; however, Resident shall be required to carry in Resident's name flotation insurance in an amount not less than \$50,000.00. The policy shall carry a loss payable clause to Landlord and Manager. A copy of the policy shall be provided to Manager prior to or at the time the flotation device is brought on the premises.
- 3) **TENANT'S OBLIGATION TO MAINTAIN DWELLING UNIT.** The Resident at all times during the occupancy agrees to comply with the provisions of Florida Statutes Section 83.52 as follows:
The Resident at all times during the tenancy shall:
 - (a) Compliance with Code Requirements: Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
 - (b) Keep premises clean: Keep that part of the premises which he occupies and uses clean and sanitary.
 - (c) Littering/Garbage Removal: Remove from his dwelling unit all garbage in a clean and sanitary manner.
 - (d) Keep all plumbing fixtures clean/repair: Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
 - (e) Use and operate all appliances in a reasonable manner: Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
 - (f) Damage to Landlord's and Manager's Property: Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the Landlord or Manager nor permit any person to do so.
 - (g) Noise/Disturbing Neighbors/Breach of Peace: Conduct himself, and require other persons on the premises with his consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.
- 4) **PARKING.** Parking must be in designated areas. Vehicles parked in unauthorized areas or not having a current license tag will be towed at the expense of the vehicle owner. Vehicles inoperable without written notification and consent from Manager may be towed at the expense of the vehicle owner. Mechanical work is prohibited without prior written consent from Manager, which consent may be in Manager's sole and unfettered discretion. All vehicles must be in operable condition, properly licensed and in good physical condition at all times. Washing vehicles is prohibited unless special facilities exist on-site, and if same exists, then only during day light hours. Parking spaces are marked with lines; any other area is an unauthorized parking space and will subject the owner to a violation which may result in towing at the expense of the vehicle owner.
- 5) **MOTORCYCLES.** Motorcycles must be parked in regular parking areas, and may not be parked under stairways, on walkways, on patios/balconies or in dwelling unit.
- 6) **RECREATIONAL AND COMMERCIAL VEHICLES.** Recreational and Commercial Vehicles are prohibited on-site. Our on-site staff and periodic night time monitors are authorized to have vehicles removed from the Apartment Community without notification to the owner.
- 7) **MAINTENANCE.** Maintenance request must be placed by phone or in writing with the Management office on-site during normal business hours. However, emergency maintenance requests can be placed through the after hours answering service when necessary.
- 8) **KEYS/LOCK OUTS.** Keys to mailboxes and dwelling units are provided at the time of move-in. Keys must be returned upon move out. In the event Resident requests Manager to assist them in gaining access to the dwelling unit as a result of a Resident's Lockout, Resident will be charged \$25.00. Only parties whose name appears on the Lease will be permitted access by Management. Under no circumstance is the Resident allowed to change the locks or add additional locks without written approval from management, which approval shall be in Manager's sole and unfettered discretion. If Resident installs a lock without written consent, the management will remove the lock without notice and the Resident will be billed \$50.00 for the work. Please return all keys, garage door openers (if any), and card gate entry keys (if any). A charge will be assessed for failure upon move out to return all keys, garage door openers, common area keys, card gate entry keys or the like given to Resident by Manager.
- 9) **COMMON AREAS; ENTRANCES; EXITS; ELEVATORS AND OTHER PASSAGES.** Resident agrees that the common areas, entrances, passages, halls, corridors, stairways, elevators, exits, and fire escapes shall not be obstructed nor used for any purpose other than ingress or egress. Corridors shall further be kept clean and clear of any objects. Footwear and floor mats must be placed inside apartments (ANY EXTERIOR DOORMATS WILL BE DISCARDED WITHOUT NOTICE). Resident or those on the premises with Resident's consent are prohibited from loitering in or about common areas, entrances, passages, halls, corridors, stairways, elevators, exits, fire escapes, parking lots, etc.
- 10) **PERSONAL ITEMS.** Resident assumes all risk, liability and responsibility for personal items brought on the premises and the Apartment Community. Resident represents that reasonable insurance coverage exists, and further agrees not to look to Manager or Landlord for loss or damage to personal property.
- 11) **WINDOW COVERINGS.** All window coverings must be those provided by Manager. Window coverings must be in good repair at all times. In the event Manager does not provide window coverings, Resident must obtain prior written approval from Manager of window covering selection. Only provided or approved window coverings are permitted on or about the windows inclusive of exterior and interior.
- 12) **BALCONIES, PATIOS AND GRILLS.** Balconies must be kept clean and orderly at all times. Only appropriate patio furniture is permitted on or about balconies and patios. No clothing or other articles may be hung or otherwise stored on or about balconies or patios. No grills, gas or charcoal, or other cooking equipment are permitted on balconies or patios. In case of warning or notice of any wind storm or hurricane, Residents shall promptly remove any and all of Residents' or their agents' or invitees' personal property or fixtures located on the balcony, patio, walkway, courtyard or other common surrounding area, and failure to timely and promptly remove same shall enable and entitle the Manager to remove and discard such items, without liability owed to Residents, or their agents or invitees.

13) **POOL, LAUNDROMAT AND RECREATION AREA.** Pools, Laundromats and Recreation areas are utilized by Resident at Resident's own risk. All posted rules and regulations or any written rules provided by Manager must be followed and are deemed incorporated herein by reference.

- A. The pool will be open from 9:00 a.m. to dusk, weather permitting.
- B. All persons using the pool area do so at their own risk.
- C. Residents will be allowed a limit of one accompanied guest per day.
- D. Residents will be held responsible for the actions of their guests.
- E. The pool may be closed at any time due to either breakdown or other operational difficulties and at the discretion of the Manager.
- F. All bathers must shower off suntan oil before entering the pool.
- G. Children under the age of 15 must be accompanied by an adult.
- H. Running, pushing, wrestling, ball playing or causing undue disturbance in or about the pool area will not be tolerated.
- I. No life preservers, tubes, rafts or play equipment may be used in the pool area.
- J. All beverages, food or refreshments brought into the pool or spa area must be in paper or plastic containers. No food or drink will be allowed inside the pool or in the spa.
- K. No pets allowed in or around the pool or spa area.
- L. All persons using the pool and spa must be in proper dress attire at all times.
- M. If the community has a pool pass system, all person using the pool must have a pool pass or they will be asked to leave.
- N. The Landlord and Manager reserve the right to limit or prohibit radios or other musical devices from the pool and spa area.

II) Standard Recreational Buildings and Facilities:

- A. Guests must be accompanied by Residents at all times. Resident may not invite more than one guest to use a Recreational Building without prior permission of the Manager.
- B. Recreational Building will be open daily, unless otherwise notified.
- C. Residents and their guests must be properly attired at all times in the Recreational Building. No wet bathing suits or bare feet are allowed, and men are required to wear a shirt.
- D. Exercise equipment may not be used by anyone under eighteen (18) years of age.
- E. No radios, phonographs, tape recorders or musical instruments may be placed in the Recreational Building without permission from the Manager. Residents are responsible for any damage caused by themselves or their guests.
- F. Gym equipment is for the use of the Residents and their guests only. Be cautious in your use of the gym equipment; many books and pamphlets are available to advise you in the proper use of this equipment. Residents and their guests use the equipment at their own risk.
- G. No roller skating, skate boarding, roller blading, bike riding, or other type of skating is permitted on the tennis courts.

14) **PETS.** Resident acknowledges that no pets, inclusive of visiting pets, are permitted in or about the rental unit without the prior execution and performance by Resident of the Pet Addendum. In the event Resident elects to bring a pet on the premises, a Pet Addendum will be attached hereto and incorporated herein by reference.

15) **WINDSTORMS AND HURRICANES.** The Apartment Community is located in Florida, and a wind storm or hurricane can strike any area throughout Florida with little or no notice. Because a wind storm or hurricane can strike in any area throughout Florida, the Residents assume a high degree of risk that the premises and/or the Apartment Community may suffer damage due to a wind storm or hurricane. Neither the Apartment Community nor the premises are designated hurricane shelters, and that in the case of wind storms or hurricanes, it is strictly Residents choice to remain on the Apartment Community or premises. Landlord and Manager strongly encourage the necessity in obtaining renters insurance to protect the Residents' personal property or of any of their agents' or invitees' personal property, due to the high degree of damage of such wind storm, hurricane or other casualty could produce.

Witness for Manager Date

Manager Date

Witness for Resident(s) Date

Resident Date

Resident Date

Resident Date

Resident Date

SECURITY DEPOSIT AGREEMENT

This SECURITY DEPOSIT AGREEMENT (the "Agreement"), is made this **02/26/2018**, by and between Atlantic & Pacific Property Management-Atlantic Division, Inc., (hereinafter referred to as "Manager"), acting for and on behalf of Owner/Landlord and all Principals, agents, and assigns, pursuant to expressed written authority granted to Manager by the Owner of **Ocean Walk** Apartment Community, and * **KW RESORT UTILITIES CORP** (hereinafter referred to as "Resident" whether one or more persons).

This agreement is made in connection with and incorporated by reference into the Rental Contract (the "APARTMENT LEASE AGREEMENT") between Manager and Resident dated the **02/26/2018** for:

Dwelling unit # **207W**
Community Name: **Ocean Walk**
Address: **3900 S Roosevelt Blvd**
City & State: **Key West, FL** Zip: **33040-5204**

1. A. **SECURITY DEPOSIT.** Manager hereby acknowledges receipt from Resident the sum of: **\$500.00** (Total Security Deposit) which represents the Security Deposit payments under the Apartment Lease Agreement, which shall hereinafter be defined as "SECURITY DEPOSIT".

B. The Manager will hold the Security Deposit with the following financial institution:

Name: **Wells Fargo Bank, NA**
Address: **420 Montgomery St**
City & State: **San Francisco, Ca** Zip: **94101**

The Security Deposit is held in a separate, non-interest bearing account.

2. Resident acknowledges that Resident has been given an accurate statement of the condition of the dwelling unit, its fixtures and its improvements, prior to occupancy which statement is known as the Security Deposit Disposition Statement (hereinafter "SDDS"), attached hereto and incorporated herein. Resident acknowledges that Resident has been given the right to inspect the dwelling unit prior to taking occupancy, and further acknowledges that the SDDS has been completed or reviewed by Resident and signed by Resident. Resident acknowledges that defects and damages not appearing on the SDDS Move-In Condition/Inventory Section shall be presumed and deemed Resident's responsibility pursuant to paragraph 8 of the Apartment Lease Agreement. Resident agrees that retention of Security Deposit by Manager shall not constitute Manager's sole remedy.

3. Refund of Security Deposit. Manager agrees to refund the Security Deposit to Resident upon satisfaction of ALL of the terms and conditions of the Lease Agreement including but not limited to the following:

A. Termination of Lease Agreement

1. Expiration of the term of the Apartment Lease Agreement and attachments, inclusive of renewals, and compliance with the notice requirements thereunder, including notice of non-renewal and notice of termination of a month-to month tenancy if applicable. Pursuant to the Lease Agreement a sixty (60) day written notice is required prior to the expiration of the Lease in order to properly terminate the tenancy. The sixty (60) day notice must be received by Management on the first day of the next to the last month of the tenancy, and this notice is a condition precedent to Resident receiving a refund of the Security Deposit.
2. Mutual Lease termination in accordance with the provisions of paragraph 19 of the Apartment Lease Agreement.

B. Payment by Resident of all rent and contractual fees required under the Apartment Lease Agreement and attachments.

C. Thorough professional cleaning of the dwelling unit, including all kitchen appliances (refrigerator, oven, range, dishwasher) bathrooms, closets, storage areas, patios/balconies and carpeting so as to return the dwelling unit to the Manager in the same condition as it was in on the commencement date of the Lease Agreement, normal wear and tear excepted; and removal or appropriate disposal of all food, trash, garbage and personal property. To the extent the above cleaning is not performed professionally and in rent-ready condition, the Manager shall charge Resident its standard cleaning and/or carpet cleaning charges as necessary.

D. The absence of defects in or damage to the dwelling unit and the community, (any defect or damage noted on the Move-In Inventory and Condition Form excepted), including the absence of infestation of insects, pests, or vermin.

E. Observance and performance by Resident of all of the other covenants and obligations of Resident under the Lease Agreement, attachments, and community policies, from the date of commencement of the Apartment Lease Agreement through and including the date of termination of the Apartment Lease Agreement and all notices required thereunder.

F. Compliance with provisions of Florida Statutes Chapter 83 and all other applicable law.

4. **DISCLOSURE.** By execution of this Agreement, Resident acknowledges receipt and having read the following disclosure as required by Section 83.49 Florida Statutes (2013):

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

If the landlord fails to timely mail you notice, the landlord must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the landlord may collect from the deposit, but you may later file a lawsuit claiming a refund.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.

This disclosure is basic. Please refer to part ii of chapter 83, florida statutes, to determine your legal rights and obligations.

5. **Manager agrees to refund the Security Deposit to Resident after deducting therefrom all damages or charges for which Resident is legally liable in accordance with the provisions of Florida law.** Any deductions due landlord shall be made from the entire Security Deposit (premises deposit and pet deposit) regardless of whether the damage or other charges have been caused by the pet or the Resident.

6. **WITHHOLDING OF RENT.** Resident acknowledges that Resident shall have no right to apply any portion of the Security Deposit to rent due and payable under the Lease Agreement and that the entire monthly rent shall be paid on or before the first day of each month during the term of the Apartment Lease Agreement, including the last month or partial month of occupancy.

7. **MOVE-OUT PROCEDURES.** When Resident moves out of the dwelling unit, an inspection of the condition of the same shall be made after all of the personal effects of the Resident have been removed. Resident may accompany Manager during said inspection. Failure of Resident to do so shall constitute a waiver by Resident of Manager's assessment of charges for damages or cleaning. After inspection by Manager, appropriate charges will be assessed by Manager including but not limited to missing items, damages or repairs to the premises, or its contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns or holes in the walls, doors, floors, floor coverings, draperies, blinds, carpets and/or furniture; and for cleaning the premises including all kitchen appliances and other items specified on the SDDS. A charge of \$5.00 for each unreturned key will be made and a \$50.00 charge for replacing locks shall be assessed if all door keys to the premises are not returned to Manager. A \$75.00 charge for each damaged or unreturned fitness center key, keycard, access card and or garage/key gate openers and a \$25.00 charge for each unreturned parking decal will be assessed by Manager. These deductions, if any, are in addition to any funds due Landlord resulting from non-performance by Resident of the Apartment Lease Agreement.

8. **FAILURE TO OCCUPY PREMISES.** If, for any reason, except delay caused by new construction, the holding over of a prior Resident, or disapproval of the rental application, the Resident does not take occupancy, Manager shall retain the Security Deposit. Manager shall have all rights and remedies available to it under the Apartment Lease Agreement and Security Deposit Agreement.

9. **WAIVER OF JURY TRIAL.** RESIDENT WAIVES TRIAL BY JURY IN ANY ACTION ARISING IN ANY WAY FROM Resident's TENANCY UNLESS OTHERWISE REQUIRED BY APPLICABLE FEDERAL, STATE, OR LOCAL CRIMINAL LAW.

IN WITNESS WHEREOF, the parties hereto have agreed this _____ day of _____, 20__.

Witness for Manager Date

Manager Date

Witness for Resident(s) Date

Resident Date

Resident Date

Resident Date

KEYS ENERGY TRANSFER ACKNOWLEDGEMENT

This is to certify that I have applied for electrical service in my name on or before my move-in date. I will be responsible for all bills and service in effect from the move-in date forward. It is understood that should I fail to comply with the above, electricity may be disconnected and I may be subject to a reconnection and other fees.

ELECTRICITY UTILITY PROVIDER INFORMATION:

Keys Energy Services.....<https://www.keysenergy.com/>

Lessee/Resident(s)

Lessor/Management

Resident Signature

Resident Signature

Resident Signature

Resident Signature

020-207W
Unit Number

Move-In and Move-Out Inventory

Atlantic & Pacific Property Management-Atlantic Division, Inc.["Management"] for rental property located at 3900 S Roosevelt Blvd Key West, FL 33040-5204 and * KW RESORT UTILITIES CORP ["Resident"] in apartment no. 207W agree this inspection form is part of the rental contract. Management and Resident agree they have inspected the apartment prior to moving in and did not find any evidence of bed bugs or a bed bug infestation.

Location of Damage	Move-In Inspection	Move-Out Inspection
	Resident accepts the condition of the apartment "as is" with the exception of the items noted below.	Inspection to determine charges for any damage
Living room	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____
Kitchen	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____
Hallway	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____
Bedrooms	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____
Bathrooms	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Walls _____ Ceilings _____ Blinds _____ Other _____
Other	_____ Apartment Keys Delivered to Resident _____ Mailbox Keys Delivered to Resident	_____ Apartment Keys Returned _____ Mailbox Keys Returned
	Resident acknowledges receipt of move-in inspection results prior to taking possession of the apartment and accepts move in inspection form. _____ Resident _____ Date _____ _____ Management _____ Date _____	Resident acknowledges receipt of move out inspection form results and accepts report and estimated costs. _____ Resident _____ Date _____ _____ Management _____ Date _____

SOCIAL MEDIA NOTIFICATION FOR RESIDENTS

This Social Media Notification is between Ocean Walk Lessor or Agent, and * KW RESORT UTILITIES CORP Lessee/Resident residing in unit #: 020-207W.

Ocean Walk uses Facebook and other similar social media platforms to engage with our residents, prospects, and guests to keep you updated about community and neighborhood events.

Our marketing efforts include posting pictures and videos of our social events on any social media platform, marketing collateral, or our property website.

By attending Ocean Walk property sponsored events, you are agreeing to allow us to post your picture on our website, Facebook page, and other online marketing sites.

I confirm that I am over eighteen (18) years of age and hereby authorize Ocean Walk, its agents, and affiliates to use any picture or similar image or video of me on its website, approved social media platforms, or for other marketing related materials, whether in print or electronic form. I release Ocean Walk, its agents, and affiliates from any claims or causes of action related to its use of my picture, image, or video on its website, social media platform, or in any marketing materials so long as the claim or cause of action does not result from Ocean Walk intentional misconduct or gross negligence.

Please like us on Facebook.

Parental Consent for all minors residing in apartment: 020-207W.

Lessee/Resident(s) Signature

Lessor/Management Signature

