

**RESIDENTIAL LEASE FOR
ART DISTRICT REAL ESTATE**



I. TERM AND PARTIES. This is a lease (the "Lease") for a period of _____ (the "Lease Term"), beginning _____ and ending _____, between _____ ("Landlord") and Art District Real Estate ("Property Manager" and Licensed Real Estate Broker in Florida), located at 661-2 Railroad Square, Tallahassee, FL 32310 and _____, ("Tenant"). In the Lease, the owner of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

Landlord's E-mail address: franklin@artdistrict.com

Landlord's Telephone Number: (850) 759 - 1275

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

II. PROPERTY RENTED. Landlord leases to Tenant the property unit number _____ located at:

___ 220 S. Franklin Blvd, Tallahassee, FL 32310 (Cascades Grove Phase 1)

___ 243 Crest St, Tallahassee, FL 32310 (Cascades Grove Phase 2)

___ 1200 Stearns Street, Tallahassee, FL 32310 (Stearns Street)

___ 710 Wailes Street, Tallahassee, FL 32310 (Cascades Trail Apartments)

together with the following appliances:

refrigerator

_____ stovetop / range

_____ microwave

_____ dishwasher

_____ washer / dryer combo

_____ furniture

(In the Lease the property leased, including appliances, if any, is called "the Premises.")

III. COMMON AREAS. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part. However, no outdoor furniture or personal belongings are allowed in the common areas. If tenant leaves trash, garbage, litter, or leaves any personal belongings in common area then they will be subject to a \$50 fine per occurrence. Tenant must also comply with any Condo or HOA rules.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ _____ on the 1st day of each month (a "Rental Installment Period,") Tenant shall pay the rent and all other charges required to be paid via Quickbooks Payments ("Intuit") which will send an online invoice each month containing a link that allows them to pay using their checking account information. The landlord does not receive any tenant's personal financial information, which is only used by Inuit Inc. Landlord is not responsible for any data breaches that may occur with that corporation. If a payment is returned or bounces then tenant may be subject to a "bounced payment fee" of up to \$35 per occurrence.

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ through _____ in the amount of \$ _____ and shall be due on or before _____.

V. DEPOSITS, ADVANCE RENT, AND LATE CHARGES. In addition to the Lease Payments and charges described above, Tenant shall pay the following:

 X a security deposit of \$ _____ to be paid upon signing the Lease, which will be held in a non-interest-bearing account. If Tenant attempts to back-out or not follow through with the commencement of the lease then the deposit will be immediately forfeit and Landlord has the right to pursue the Tenant to perform their financial obligations within this lease.

*****If security deposit and first month's rent isn't paid within 36 hours of signing the lease then Landlord, at Landlord's discretion, may declare this lease NULL & VOID.**

_____ a prepaid professional cleaning fee of \$100 to be used at move-out. Tenant must still clean unit upon move-out.

_____ a pet deposit in the amount of \$250 to be paid upon signing the Lease if dog or cat is up to 20lbs in weight; anything above that weight requires double the amount of security deposit and is still subject to Landlord approval.

 X a late charge in the amount of \$100 will be charged if rent is not received on or before the 3rd day of the month. An additional \$20 will be charged for each day rent is late after the 4th of the month.

 X any lease violation without a specified fee amount described herein can incur a lease violation fee of up to \$250 per occurrence to be charged at the owners discretion

X any fees incurred by Landlord as a result of eviction or collection proceedings
 X any repair costs incurred as a result of damage to the premises caused by the Tenant
 X early termination fee equal to two months worth of lease payments should Tenant decide to terminate the lease early, but this is still subject to the approval of Landlord and may be denied by Landlord, obligating Tenant to fulfill their entire financial obligation under this lease
 X A \$50 per occurrence, “lockout fee” for anytime Tenant requires Landlord’s assistance to unlock the door, provide a copy of the key, or make a new copy of the key due to a lost key or tenant lock-out.

In addition to these deposits and fees, Tenant is required to secure renters insurance with coverage amounts acceptable to Landlord. This is required for all parties listed as “Tenant”. If evidence of renters insurance is not provided to Landlord then Landlord may secure it on Tenant’s behalf and charge Tenant for it monthly.

V. NOTICES. Any notice to Tenant shall be given by text message or email. Any notice that is required to be given “in writing” by Landlord may be done through digital means via email or text message.

Any communications from Tenant to Landlord will be directed to property manager at: Franklin@artdistrict.com or (850) 759 - 1275.

VI. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises.

Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than 7 nights in any calendar month. Landlord’s written approval is required to allow anyone else to occupy the Premises.

Guests are not permitted to sublease to other tenants or overnight guests, including AirBnB or VRBO.

Tenant may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. Any violation of this pet policy will result in a \$250 lease violation penalty, and may also result in the eviction of the tenants. This is completely at the Landlord's sole discretion.

NO SMOKING is permitted anywhere inside or outside on property or premises by tenants or guests. Violation of this will result in \$250 fee and may result in immediate eviction and forfeiture of security deposit.

Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. If Landlord grants consent then Tenant must remove all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

Tenant shall not let thermostat temperature ever exceed 78 degrees Fahrenheit. When temperature falls below 35 degrees Fahrenheit they will let water drip to ensure pipes do not freeze.

VII. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below:

Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, porches, windows, exterior walls,

foundations, floors, structural components, and steps, and keep the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

Elective Maintenance. Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item:

- TENANT Smoke detectors
- TENANT Extermination of vermin, roaches, ants, wood-destroying organisms, and bedbugs
- TENANT Locks and keys
- TENANT Clean and safe condition of outside areas
- TENANT Garbage removal and outside garbage receptacles
- LANDLORD Running Water
- LANDLORD Hot Water
- LANDLORD Common Area Lawn & Landscaping
- TENANT Private back yards
- TENANT Monthly Air conditioning filter changes ()
- TENANT Furniture
- LANDLORD Appliances
- LANDLORD HVAC
- TENANT Lightbulbs

Tenant's responsibility, if any, indicated above, shall not include major maintenance or major replacement of equipment.

Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$250.

Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

Tenant's Required Maintenance. At all times during the Lease Term, Tenant shall: comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; keep the Premises clean and sanitary; remove all garbage from the dwelling unit in a clean and sanitary manner; keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

Landlord and Tenant will schedule a walkthrough on the first day of the lease and the termination day of the lease to review the condition of the property and ensure that no damage to the property has been caused by the tenant and that the property is in the same or better condition which the tenant received at the beginning of their lease.

The only man-made product that Tenant is permitted to flush down the toilet is toilet paper. Only fluids are permitted down the drains. Any damage or required repairs to plumbing as a result of improper usage or disposal of grease, oil, sanitary products, or any other item not permitted will be considered damage to the unit and be the responsibility of the tenant.

Tenant shall not install any alarm system or change the locks of the property.

VIII. UTILITIES. With the exception of _____ which will be provided to the tenant for an additional monthly fee of \$_____, Tenant shall pay all other charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during the Lease Term.

IX. SERVICE MEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

X. LANDLORD'S ACCESS TO PREMISES. Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- At any time for the protection or preservation of the Premises.
- After reasonable notice to Tenant at reasonable times for the purpose of repairing or renovating the Premises.

- To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
- with Tenant's consent;
- in case of emergency;
- when Tenant unreasonably withholds consent; or
- if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

In addition to the aforementioned scenarios, Landlord may also inspect the interior and exterior of the property on a quarterly basis at a time that is suitable for the Landlord, giving Tenant 24 hours notice. This inspection will be to ensure cleanliness and care of the property and to search for any potential lease violations that may result in fines, repairs, or eviction.

XI. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XII. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

XIII. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

XIV. ASSIGNMENT AND SUBLEASING. Tenant may not assign the Lease or sublease all or any part of the Premises.

XV. RISK OF LOSS. Subject to the next sentence, Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVI. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XVII. LIENS. The interest of the Landlord shall not be subject to liens for improvements by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

XVIII. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant. A new lease is not required for each year.

XIX. LEAD-BASED PAINT. This dwelling was built before January 1, 1978.

Lead Warning Statement (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor's signature

Lessee's signature

Date _____

Date _____

XX. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover its reasonable court costs, including attorneys' fees, from the non-prevailing party.

XXI. MISCELLANEOUS.

Time is of the essence of the performance of each party's obligations under the Lease.

The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

GUARANTOR AGREEMENT

I, _____, do hereby guarantee rental payment for the tenancy of _____ located at the Premises listed above.

In addition, I guarantee to pay for any repairs, or for other damages caused to said unit, or to any common areas for which said tenant is responsible. I guarantee to pay for any repairs or damages to said unit or common areas caused by guests of the tenant or by any other visitor, or invitee of the tenant or any person under the control of said tenant.

I also guarantee payments pursuant to any lease provision signed by the above-named tenant and any extension of the lease thereof including but not limited to rental payments, eviction and collection proceedings, and reasonable attorney fees incurred in any rent collection or damages dispute.

I understand that I am jointly and severally responsible for all rent and damages to and for said unit and common areas, reasonable wear and tear excepted.

The Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. If any of the provision of the Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, the Lease shall be construed as if such provision had never been made a part thereof.

In Witness whereof, the parties hereto have affixed or caused to be affixed their respective signature(s) this _____. Guarantor as individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

Guarantor's Signature

Date