

## APARTMENT LEASE CONTRACT



Date of Lease Contract: February 24, 2020

(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

## **Moving In — General Information**

<b>PARTIES.</b> This Lease Contract (sometimes referred to as the	3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.
"lease") is between you, the resident(s) (list all people signing the Lease Contract):	The initial term of the Lease Contract begins on the <u>25th</u> day
Piyush Mate	of <u>March</u> , <u>2020</u> , and ends at 11:59 p.m. the <u>25th</u> day of <u>March</u> , <u>2021</u> . This Lease
	Contract will automatically renew month-to-month unless either
	party gives at least60 days' written notice of termination
	or intent to move-out as required by this paragraph and paragraph
	47 (Move-Out Notice). If the number of days isn't filled in, at least
	30 days' notice is required. In the event you fail to provide us with
	the required number of days' written notice of termination and
<del></del> ,	intent to vacate coinciding with the lease expiration date, as required
	by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated
	damages in the sum of \$ (equal to one month's
	rent) if we give you the advanced written notice required by Fla.
and us, the owner: Sanctuary Doral	Stat. § 83.575(2). This liquidated damages amount is exclusive to
and us, the owner: Sanctuary Borar	insufficient notice under this paragraph and paragraph 47 (Move-
	Out Notice), and does not limit collection rights with regard to other
	amounts potentially owed to us. If the lease term is not a month-
	to-month tenancy, we must notify you with written notice no later
(name of apartment community or title holder). You've agreed to	than 60 days before the end of the lease term if the lease will
rent Apartment No. Unit-234 , at tgb fbgb	not be renewed.
Miami	Month-to-Month Tenancies: In the event this Lease Contract
	renews on a month-to-month basis, you must pay the amount of
(street address) in Doral	rent we charge at the time the month-to-month tenancy commences
(city), Florida, 33178 (zip code) (the "dwelling unit" or	pursuant to this paragraph and paragraph 15 (Rent Increases and
the "premises") for use as a private residence only. The terms "you"	Lease Contract Changes), inclusive of any applicable month-to-month
and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's	fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less
successors' in interest or assigns). Written or electronic notice to	than 30 days' written notice. You will be required to abide by all
or from our managers constitutes notice to or from us. If anyone	notice requirements set forth in the lease and remain liable to pay
else has guaranteed performance of this Lease Contract, a separate	all other applicable charges due under the lease during your month-
Lease Contract Guaranty for each guarantor is attached.	to-month tenancy unless specifically changed in writing. All sums
	due under this paragraph shall be additional rent. We may require
The \( \bigcap \) Owner or \( \bigcap \) Manager of these apartments is \( \bigcap \)	you to sign an addendum written for month-to-month tenants.
	Either party may terminate a month-to-month tenancy by giving
	the other party written notice no later than 15 days' prior to the
whose address is	end of the monthly rental period. If you fail to provide us at least
	15 days' written notice to terminate a month-to-month tenancy
Such person or company is authorized to receive	prior to the end of the monthly rental period, you shall be liable to
notices and demands in the landlord's behalf.	us for an additional 1 month's rent.
A lease termination notice must be given in writing. Notice to the	4. SECURITY DEPOSIT. Unless modified by addenda, the total
landlord must be delivered to the management office at the	security deposit at the time of execution of this Lease Contract for
apartment community or any other address designated by	all residents in the apartment is \$500.00, due on or before
management as follows:	the date this Lease Contract is signed.
	Any security deposit or advance rent you paid is being held in one
	of the following three ways as indicated below [Landlord check one
Notice to the tenant must be delivered to the Resident's address as	option]:
shown above.	☐ 1. In a separate NON-INTEREST bearing account for your benefit
OCCUPANTE TO THE STATE OF THE S	in the following bank: City National Bank
<b>OCCUPANTS.</b> The apartment will be occupied only by you and <i>(list all other occupants not signing the Lease Contract):</i>	
	whose address is
Piyush Mate	
	; OR
<del></del>	☐ 2. In a separate INTEREST bearing account for your benefit in
	the following bank:
	whose address is
	If an interest bearing account, you will be entitled to receive and
	collect interest in an amount of at least 75 percent of the annualized
	average interest rate payable on such account or interest at the rate
No one else may occupy the apartment. Persons not listed above	of 5 percent per year, simple interest, whichever the landlord elects.
must not stay in the apartment for more than days	3. In a commingled account at the following bank
without our prior written consent. <i>If the previous space isn't filled</i>	
n, two days per month is the limit.	whose address is
	manidadahasahatan Handarasa (1. 1. 91.9
	provided that the landlord posts a surety bond with the county

or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per

 $year\ simple\ interest.$ 

Initials of Resident. Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows: 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. KEYS.** You will be provided \_\_\_\_ \_apartment key(s), \_ FOB(s), and/or \_ other access mailbox key(s), \_\_\_

Prorated rent of \$ 489.21 is due for the remainder of [check

one]: 1st month or 2nd month, on \_\_\_

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the day of the month, you'll pay a late charge. Your late charge will be *(check one)* \_ or 🔲 \_\_ \_% of your total monthly rent payment. You'll also pay a charge of \$ \_ for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations

provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

**7. UTILITIES.** We'll pay for the following items, if checked:

<ul><li>water</li><li>gas</li><li>electricity</li><li>master antenna.</li><li>wastewater</li><li>trash</li><li>cable TV</li><li>other</li></ul>
You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.
Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.
<b>INSURANCE.</b> We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident,

guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage

coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are <code>[check one]</code>  $\square$  required to purchase personal liability insurance  $\square$  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

**9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS.	The following special provisions and any
addenda or written rules	s furnished to you at or before signing will
become a part of this l	Lease Contract and will supersede any
conflicting provisions of	this printed Lease Contract form.

See any additional special provisions.

- **11.EARLY MOVE-OUT.** Unless modified by an addendum, if you:
  - (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
  - (2) move out at our demand because of your default; or
  - (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is rerented.

- **12.REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. **Unless the damage or wastewater** stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe
- 13.CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

*Storage.* We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

- **14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.
- 15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).
- **16.DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

### 17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged  $\,$ a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18.DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

## While You're Living in the Apartment

- 19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
- **20.LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21.PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to  $communicate \ and \ conduct \ your self \ at \ all \ times \ in \ a \ lawful, \ courteous,$ and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

- **22.PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
  - (1) has a flat tire or other condition rendering it inoperable; or
  - (2) is on jacks, blocks or has wheel(s) missing; or
  - (3) has no current license plate or no current registration and/or inspection sticker; or
  - (4) takes up more than one parking space; or
  - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
  - (6) is parked in a marked handicap space without the legally required handicap insignia; or
  - (7) is parked in space marked for manager, staff, or guest at the office; or
  - (8) blocks another vehicle from exiting; or
  - (9) is parked in a fire lane or designated "no parking" area; or
  - (10) is parked in a space marked for other resident(s) or unit(s); or
  - (11) is parked on the grass, sidewalk, or patio; or
  - (12) blocks garbage trucks from access to a dumpster; or
  - (13) belongs to a resident and is parked in a visitor or retail parking space.
- 23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
- **24.MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.
- 25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

#### Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon

Fire Protection. Please check only one box: ☐ Fire protection is NOT available or ☐ Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked): ☐ Sprinkler System in apartment ☐ Sprinkler System in common areas ☐ Smoke detector ☐ Carbon monoxide detector ☐ Fire extinguisher ☐ Other (Describe): ☐ Other (Descri

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be

required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment  $malfunctions, you \ must \ notify \ our \ representative \ as \ so on \ as \ possible$ on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

**28.ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice

of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

- 29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:
  - (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and  $8:00\ p.m.$ ; and
  - (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture,

equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

## Replacements

**31.REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

- **32.RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:
  - (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
  - (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
  - (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
  - (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**33.DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4)

you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

(1) If you default by materially failing to comply with F.S. 83.52 or  $material\ provisions\ of\ this\ lease,\ the\ rules\ and\ regulations,\ or$ any addenda (other than failure to pay rent due), and the noncompliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second  $violation\ within\ 12\ months, you\ will\ have\ seven\ (7)\ days\ from$ delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or  $misuse\ of\ our\ or\ other\ resident's\ property\ by\ your\ intentional$ acts or a subsequent or continued unreasonable disturbance.

(2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the noncompliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal

remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

## **General Clauses**

**34.ENTIRE AGREEMENT.** You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

## 35.NO AUTHORITY TO AMEND UNLESS IN WRITING.

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36.NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

## 38.MISCELLANEOUS.

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- B. Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- J. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- K. All Lease Contract obligations must be performed in the county where the dwelling unit is located.

- L. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- M. You affirmatively state that you are not a criminal sex offender.
- **39. RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."
- **40.WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

#### 41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:

To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**43.0BLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

**44.FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- **45.PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.
- **46.ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

- **47.MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.
- **48.MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

- **49.CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- **50.MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

## $51.SECURITY\ DEPOSIT\ DEDUCTIONS\ AND\ OTHER\ CHARGES.$

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burnedout light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; latepayment and returned-check charges; a charge (not to exceed \$100)

for owner/ manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

### 52.SURRENDER AND ABANDONMENT.

Surrender. You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

**Abandonment.** As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

Severability, Signatures,	Originals and Attachments
53.SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.54.ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between	Resident or Residents (all sign below)  Owner or Owner's Representative (signing on behalf of owner)  Address and phone number of owner's representative for notic purposes
you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.	Name and address of locator service (if applicable)
You are legally bound by this document.	
Read it carefully before signing.	Date form is filled out (same as on top of page 1)  02/24/2020
SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)	



Resident

Resident

## LEASE CONTRACT ADDENDUM CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT



DWELLING UNIT DESCRI	PTION.	Unit No	Unit-234	, <u>tgb</u>	fbgb Mian	ni	
	Dora	l.		(city), Florida,		33178	(street address) in (zip code)
LEASE CONTRACT DESCR Owner's name: Sanctuar			ract Date: <b>Febru</b>				
Residents (list all residents	):						
Piyush Mate							
This Addendum constitute incorporated into and mad any terms or conditions fo	e a part of	such Lease C	ontract. Where th	e terms or cond	itions found		
In accordance with Florida a writ of possession, or you the dwelling unit, you may to which we may be entitle §83.595(4)) OR you may e §83.595(1), (2) or (3)). Thi Lease Contract as set forth	have sur choose to d. As such lect to all s choice n	rendered pos o pay a liquida n, you may ele ow us to cha nust be made	ssession of the dwo ated damage or ea ect to pay a fixed a rge what is other at the time the Le	elling unit befor Irly termination mount as speci wise allowed b ease Contract is	e the lease to fee amount fied below un y statute un signed. If no	erm expires, o instead of oth nder Choice 1 der Choice 2 ( o choice is mad	r you have abandoned ler statutory damages (pursuant to Fla. Stat. pursuant to Fla. Stat. le, and you breach the
Mark only one Choice.							
Choice 1  Initial	liquida breach possess dwellin unders	ted damage the Lease Co sion of the d ng unit, or if y tand and acc	s or early termin ontract and we had lwelling unit befo you elect to termi	nation fee in a ve obtained a v ore the lease t inate the Lease ed damage or e	ccordance vit of posse erm expire Contract be arly termin	with Fla. Sta ssion, or if yo s, or if you h efore the leas ation fee spe	th's rent) to us as t. §83.595(4) if you u have surrendered ave abandoned the tetrm expires. You cified herein, which
	proper of the n damage Stat. §8	ty damages t nonth in whi es or early to	to the dwelling unich we retake pos ermination fee a wever, we waive	nit beyond nor ssession of the mount set fort	mal wear ar dwelling u h in this pa	nd tear) accru nit, in additio ragraph in ac	charges (including led through the end on to the liquidated ccordance with Fla. the month in which
Choice 2  Initial	may se (3) if yo surren	ek damages ou breach th dered posse oned the dwe	as provided by l e Lease Contract ession of the dw	aw in accorda and we have o elling unit be	nce with Floo obtained a v fore the lea	orida Statute vrit of posses se term exp	knowledge that we s §83.595(1), (2) or ssion, or if you have ires, or if you have act before the lease
	In the e	event this Ch	oice 2 is elected	, you may owe	future rent	s as they bed	ome due under the
	ent or Res ents must	s <b>idents</b> sign here)		0		ner's Repres igns here)	entative
Resident			Date				
Resident			Date			Lease Contra	
Resident			Date		rebrua	ary 24, 20	<b>2</b> U
Resident			 Date				

Date

Date



## LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



	VELLING UNIT DESCRIPTION. it No. <u>Unit-234</u> , <u>tgb fbgb Miami</u>	■ Non-Monetary Concession. You will receive the following non-monetary concession during the term of the Lease:
	(street address) in Doral	the Lease:
(cit	<i>ty</i> ), Florida, <u><b>33178</b></u> ( <i>zip code</i> ).	
Lea	ASE CONTRACT DESCRIPTION. ase Contract Date: February 24, 2020	
0w	vner's name: Sanctuary Doral	<b>4. CONCESSION CANCELLATION AND CHARGE-BACK</b> . The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through
Re	sidents (list all residents):	the entire term of your Lease. Unless modified by Addenda, if your lease is terminated early
<u>Pi</u>	yush Mate	due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)
		☐ Concessions
		<ul> <li>Discounts</li> <li>that you have actually received for the months you resided in the Premises, and without further notice from us.</li> </ul>
des and Co Ad	his Addendum constitutes an Addendum to the above scribed Lease Contract for the above described premises, d is hereby incorporated into and made a part of such Lease ntract. Where the terms or conditions found in this dendum vary or contradict any terms or conditions found	<b>5. MARKET RENT.</b> The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.
3. CO	NCESSION/DISCOUNT AGREEMENT. As consideration your agreement to remain in your dwelling and to fulfill ur Lease obligations throughout the full term of your Lease,	<b>6. SPECIAL PROVISIONS.</b> The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.
	u will receive the following rent Concession and or Discount.  the ck all that apply)	
	One-Time Concession. You will receive a One-Time Concession off the rent indicated in the Lease Contract in the total amount of \$ This Concession will be credited to your rent due for the month(s) of:	
	Monthly Discount/Concession. The rent indicated in the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your dwelling.	
	<b>Other Discount/Concession.</b> You will receive the following discount off the rent indicated in the Lease Contract:	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (signs here)
		Date of Lease Contract
		February 24, 2020





## **INVENTORY AND CONDITION FORM**



<b>DWELLING UNIT DESCRIPTION.</b> Unit No.	Unit-23	8 <b>4</b>	tgb	fbgb l	Miami		
Doral		<i>(city)</i> , Flo	orida, _		331	.78	_ (street address) in (zip code)
LEASE CONTRACT DESCRIPTION. Lease C							
Residents (list all residents): Piyush Mate							
YOU MUST NOTE ON THIS FORM ALL DEFE	CTS OD DAMACE	AND DETIII	מו ות	LO OTIB I	DEDDECENITATIV	E OTHEDWICE	EVEDVTHING WILL
BE CONSIDERED TO BE IN A CLEAN, SAFE, DON'T EXIST. THIS FORM PROTECTS BOTH AND SHOULD NOT BE CONSIDERED YOUR IFILLED OUT AND SIGNED BY YOU AND US.	AND GOOD WOR	KING CONI ENT) AND I	OITION US (TH	I. PLEASI IE OWNE	E MARK THROUGER). WE'LL USE IT	GH ITEMS LIST	ED BELOW IF THEY ING WHAT SHOULD
Resident's Name: Piyush Mate Home Phone: ()		Work Pho	one: (_		)		
Resident's Name: Home Phone: ()							
Resident's Name:					)		
Resident's Name: Home Phone: ()		_ Work Pho	one: (_		)		
Resident's Name:		_ Work Pho					
Resident's Name: Home Phone: ()		_ Work Pho	one: (_		)		
Ţ.	Move-In or [	Move-O	ut Con	dition (C	Check one)		
Living Room Walls			The				
WallpaperPlugs, Switches, A/C Vents							
Woodwork/Baseboards			_		er		
Ceiling							
Light Fixtures, Bulbs					ors, Screens/Scree		ell
Floor/Carpet							
Doors, Stops, Locks			Oth	er			
Windows, Latches, Screens		]	Dining	Room			
Window Coverings			Wal	ls			
Closets, Rods, ShelvesCloset Lights, Fixtures							
Lamps, Bulbs				1 1			
Water Stains on Walls or Ceilings			Plug	gs, Switch	nes, A/C Vents		
Other			Ceil	juwork/r ing	baseboarus		
Kitchen				_			
Walls							
Wallpaper							
Plugs, Switches, A/C Vents			Wir	idows, La	itches, Screens		
Woodwork/Baseboards			Clar	idow Cov	erings		
Ceiling Light Fixtures, Bulbs			Clos	sets, Kous set Lights	s, sileives s: Fixtures		
Floor/Carpet			Wat	er Stains	on Walls or Ceilin	ngs	
D 0: I 1			Oth	er			
Doors, Stops, Locks Windows, Latches, Screens		]	Halls				
Windows, Lateries, Screens			Wal	ls			
Cabinets, Drawers, Handles							
Countertops					nos A/C Vonts		
Stove/Oven, Trays, Pans, Shelves			Lins Lins	odwork/I	res, ray e vents Basehoards		
Vent Hood			Ceil	ing			
Refrigerator, Trays, Shelves				U			
Refrigerator Light, Crisper			Floo	or/Carpe	t		
Dishwasher, Dispensers, RacksSink/Disposal							
Microwave							
Plumbing Leaks or Water Stains on Walls	or Ceilings		Clos	sets, Rods	s, Shelves		
Other					on wans or cenii		
			oui	··			

Exterior (if applicable)	Toilet, Paper Holder
Patio/Yard	
Fences/Gates	
Faucets	Othor
Balconies	
Other	
Bedroom (describe which one):	
Walls	
Wallpaper	
Plugs, Switches, A/C Vents	· · · · · · · · · · · · · · · · · · ·
Woodwork/Baseboards	
Ceiling	
Light Fixtures, Bulbs	Floor/Carpet
Floor/Carpet	
Doors, Stops, Locks	
Windows, Latches, Screens Window Coverings	Window Coverings
Closets, Rods, Shelves	Closets, Rods, ShelvesCloset Lights, Fixtures
Closet Lights, Fixtures	Water Stains on Walls or Ceilings
Water Stains on Walls or Ceilings	
Other	Bath (describe which one):
Bedroom (describe which one):	Walls
Walls	
	Wallpaper
Wallpaper	Plugs, Switches, A/C Vents
Plugs, Switches, A/C Vents	
Woodwork/Baseboards	
Ceiling Light Fixtures, Bulbs	
Floor/Carpet	
Tiooty darpet	,
Doors, Stops, Locks	
Windows, Latches, Screens	——— Windows, Latches, Screens
Window Coverings	Window Coverings
Closets, Rods, Shelves	Sink, Faucet, Handles, Stopper
Closet Lights, Fixtures	
Water Stains on Walls or Ceilings	
Other	Cabinets, Drawers, Handles
Bath (describe which one):	
Walls	Shower Doors Pade
Wallpaper	
Plugs, Switches, A/C Vents	
Woodwork/Baseboards	
Ceiling	Other
Light Fixtures, Bulbs	Safety-Related Items (Put "none" if item does not exist)
Exhaust Fan/Heater	—— Door Knob Locks
Floor/Carpet	Keyed Deadbolt Locks
Deare Chang Lealer	Regiess Deauboits
Doors, Stops, LocksWindows, Latches, Screens	110/1000 2011118 2011000
Window Coverings	8
Sink, Faucet, Handles, Stopper	- · · · · · · · · · · · · · · · · · · ·
Countertops	
Mirror	Window Latches
Cabinets, Drawers, Handles	Porch and Patio Lights
Toilet, Paper Holder	——— Smoke Detectors (push button to test)
Bathtub, Enclosure, Stopper	Alarm System
Shower, Doors, Rods	Fire Extinguishers (look at charge level-BUT DON'T TEST!)
TilePlumbing Leaks or Water Stains on Walls or Ceilings	
runibing Leaks of Water Stains on Wans of Cennigs	
Other	date necess dard(s)
Half Bath	Other
Walls	
**************************************	
Wallpaper	Dute of Plove III.
Plugs, Switches, A/C Vents	—— Date of Move-Out:
Woodwork/Baseboards	
Ceiling	<del></del>
Light Fixtures, Bulbs	
Exhaust Fan/Heater	
Floor/Carpet	
Doors, Stops, Locks	
Windows, Latches, Screens	

Window Coverings \_

Countertops\_ Mirror \_\_\_\_

Sink, Faucet, Handles, Stopper \_\_\_

Cabinets, Drawers, Handles\_\_\_\_

Owner or Owner's Rep	resentative:	Date of Signing:
Resident or Resident's	Agent:	Date of Signing:
	cept this inventory as part of the Lease Con ning any refund due to you when you move	ntract and agree that it accurately reflects the condition of the premises out.
except as noted above. A operating instructions or verify that they are operating the theorem.	ll items will be assumed to be in good condition the alarm system and gate access entry syst	ed all of the safety-related items (if in the dwelling) and that they are working on unless otherwise noted on this form. You acknowledge receiving written tems (if there are any). You acknowledge testing the smoke detector(s) and management have inspected the dwelling unit and that no signs of bedbugs and that no signs of bedbugs and the control of the dwelling unit and the dwelling unit and the dwelling unit and the control of the dwelling unit and the dwelling uni
SPECIAL PROVISIONS.	The following special provisions control over	r connicting provisions of this printed form:
CDECIVI DDUMICIONE	The following special provisions control over	r conflicting provisions of this printed form.



### **ANIMAL ADDENDUM**

(to be completed only if an animal will occupy the dwelling unit)

Becomes part of Lease Contract



February 27, 2020 Date: (when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

Unit No. Unit-234 , tgb fbgb Miami	But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of
(street address) in Doral	the rules in this Addendum.
(city), Florida, (zip code).	4. ANIMAL DEPOSIT. An animal deposit of \$
2. LEASE CONTRACT DESCRIPTION.  Lease Contract Date: February 24, 2020  Owner's name: Sanctuary Doral	will be charged. We <i>[check one]</i> will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Lease Contract <i>[check one]</i> does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.
Residents (list all residents):	
Piyush Mate	5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ The monthly rent amount in the Lease Contract [check one] \( \bigcup \) includes \( \bigcup \) does not include this additional animal rent.
	<b>6. ADDITIONAL FEE.</b> You must also pay a one-time fee of \$\( \) \( \) \( \) for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.
	7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning,
This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises,	deodorization, defleaing, replacements, or personal injuries.
and is hereby incorporated into and made a part of such Lease	8. DESCRIPTION OF ANIMAL(S). You may keep only the
Contract. Where the terms or conditions found in this	animal(s) described below. You may not substitute any other
Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or dwelling
3. A.   NO APPROVED ANIMALS. If this box is checked, you	community.
are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere	Animal's name: <b>Rocky</b>
in the dwelling unit or dwelling unit community unless we've	Type: Breed: <b>Labra</b>
authorized so in writing. We will authorize support and/or	Color:
service animals for you, your guests, and occupants pursuant	Weight: <b>25</b> Age:
to the parameters and guidelines established by the Fair	City of license:
Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.	License no.:
	Housebroken?
<b>B. CONDITIONAL AUTHORIZATION FOR ANIMAL.</b> If this box is checked you affirmatively represent and warrant that as of the date of this Lease and throughout the term of	Animal owner's name:
the Lease each of the animals described below is suited for	A W
living in an apartment community; does not pose a danger or	Animal's name: Type:
threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never	Breed:
before injured you or any other person or animal or caused	Color:
any damage to your or another person's property. You	Weight: Age:
affirmatively represent and warrant that you have never had	City of license:
a claim or lawsuit filed against you or anyone else for an injury	License no.:
or damage caused by or related to your ownership or	Date of last rabies shot:
possession of the animal. You understand and agree that our	Housebroken?Animal owner's name:
approval of the animal to live in the apartment is expressly conditioned upon truthful disclosures and representations	Alliliai owner's hame:
above, that nothing occurs during the term of the Lease that	
would make the disclosures or representations inaccurate or	
untrue and that we would not have approved the animal had	

in the dwelling until the Lease Contract expires.

you disclosed that it was dangerous, unsuited for apartment living, or had previously injured someone or damaged property. You may keep the animal that is described below

at	ake the animal to the following veterinarian for treatment, t your expense.
D	o atom. •• le
	octor: <b>pk</b>
A Ci	ddress:ity/State/Zip:
A Ci	ddress:
A Ci Pl	ddress:ity/State/Zip:hone:
A Ci	ddress:ity/State/Zip:hone:  NIMAL RULES. You are responsible for the animal's
A ac	ddress:ity/State/Zip:hone:  NIMAL RULES. You are responsible for the animal's ctions at all times. You agree to abide by these rules:
A ac	ddress:
A Ci Pl A ac	ddress:
A ac	ddress:
A Ci Pl A ac	ddress:
A Ci Pl A ac	ddress:

- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose.

If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

- You will have the animal vaccinated and/or receive any shots or medical care as required by law. You will also obtain any licenses and/or permits for the animal as required by law. We may request proof of necessary vaccinations, licenses or permits at any time. Your failure to provide us such information is a material breach of this Lease Contract.
- **12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- **14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- **15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
  - abandoned the animal;
  - left the animal in the dwelling unit for an extended period of time without food or water;
  - failed to care for a sick animal;
  - violated our animal rules; or
  - let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

## 16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

- **17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these
- 18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- **19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents (All resident's must sign)	Owner or Owner's Representative (Signs below)



## **UTILITY AND SERVICES ADDENDUM**



("We'	and/or "we" and/or "us") and <b>Piy</b> t	ısh Mate		
("You	and/or "you") of Unit No			fbgb Miami in Doral, FL 33178
Wher	e above described Lease Contract for t	and is in addition the above described pr	o all terms and conditions i emises, and is hereby incor	n the Lease. This Addendum constitutes an Addendum rporated into and made a part of such Lease Contract. nditions found in the Lease Contract, this Addendum
1. Re	esponsibility for payment of utilities,	and the method of met	tering or otherwise measu	ring the cost of the utility, will be as indicated below.
a)	Water service to your dwelling wil ☐ directly to the utility service pro ☐ water bills will be billed by the s ☐ If flat rate is selected, the cur ☐ 3rd party billing company if a	ovider; or ervice provider to us a rent flat rate is \$	and then allocated to you b	
b)	Sewer service to your dwelling wil ☐ directly to the utility service pro ☐ sewer bills will be billed by the s ☐ If flat rate is selected, the cur ☐ 3rd party billing company if a	ovider; or ervice provider to us a rent flat rate is \$	and then allocated to you b	
c)	Gas service to your dwelling will be ☐ directly to the utility service pro ☐ gas bills will be billed by the ser ☐ If flat rate is selected, the cur ☐ 3rd party billing company if a	ovider; or vice provider to us and rent flat rate is \$	· ·	
d)	<ul> <li>Trash service to your dwelling will</li> <li>□ directly to the utility service pro</li> <li>□ trash bills will be billed by the so</li> <li>□ If flat rate is selected, the cur</li> <li>□ 3rd party billing company if a</li> </ul>	ovider; or ervice provider to us a rent flat rate is \$	nd then allocated to you ba	
e)	☐ If flat rate is selected, the cur	ovider; or service provider to us a rent flat rate is \$	and then allocated to you ba	ased on the following formula: per month.
f)	☐ If flat rate is selected, the cur	ovider; or he service provider to u rent flat rate is \$	s and then allocated to you b	pased on the following formula: per month.
g)	If flat rate is selected, the cur	ovider; or e service provider to us rent flat rate is \$	and then allocated to you b	pased on the following formula: _ per month.
h)	If flat rate is selected, the cur	ovider; or by the service provider rent flat rate is \$	to us and then allocated to y	ou based on the following formula: per month.
i)	Internet service to your dwelling v ☐ directly to the utility service pro ☐ internet bills will be billed by the ☐ If flat rate is selected, the current	vill be paid by you eith ovider; or service provider to us rent flat rate is \$	er: and then allocated to you b	pased on the following formula:
j)	<b>Pest Control</b> service to your dwelling directly to the utility service pro	ng will be paid by you ovider; or he service provider to u rent flat rate is \$	either: as and then allocated to you l 5.00	based on the following formula: per month.
k)	(Other)			_ service to your dwelling will be paid by you either:
	☐ directly to the utility service pro☐ bills will be billed by the service p☐ If flat rate is selected, the cur☐ 3rd party billing company if a	orovider to us and ther rent flat rate is \$		the following formula: per month.

	l) (Other)	service to your dwelling will be paid by you either:
	If flat rate is selected, the current flat	or r to us and then allocated to you based on the following formula:trate is \$ per month. le
	<ul> <li>"7" - Allocation based on square footage of y</li> <li>"8" - Allocation based on a combination dwelling unit</li> <li>"9" - Allocation based on the number of beds</li> <li>"10" - Allocation based on a lawful formula no</li> </ul>	ed on sub-metering of hot water ed on sub-metering of cold water  sons residing in your dwelling unit  sons residing in your dwelling unit using a ratio occupancy formula  your dwelling unit of square footage of your dwelling unit and the number of persons residing in your  rooms in your dwelling unit
2.	costs in accordance with state and local statuted areas or in other residential units as well as addras a basis for estimating total utility consum accurately reflect actual total utility consumptions share of utilities and services and all other bil	ing company will calculate your allocated share of the utilities and services provided and all es. Under any allocation method, Resident may be paying for part of the utility usage in common ministrative fees. Both Resident and Owner agree that using a calculation or allocation formula aption is fair and reasonable, while recognizing that the allocation method may or may not ion for Resident. Where lawful, we may change the above methods of determining your allocated ling methods, in our sole discretion, and after providing written notice to you. More detailed and allocation formulas will be provided upon request.
		rvice is used, Resident and Owner agree that the charges indicated in this Agreement (as may bove) represent a fair and reasonable amount for the service(s) provided and that the amount
3.	issued at the place indicated on your bill, or the below. The late payment of a bill or failure to	ing company, you must pay utility bills within days of the date when the utility bill is ne payment will be late. If a payment is late, you will be responsible for a late fee as indicated pay any utility bill is a material and substantial breach of the Lease and we will exercise all nd including eviction for nonpayment. To the extent there are any new account, monthly shall pay such fees as indicated below.
	New Account Fee: Monthly Administrative Billing Fee: Late Fee: Final Bill Fee: If allowed by state law, we at our sole discretion	\$(not to exceed \$) \$(not to exceed \$) \$(not to exceed \$) \$(not to exceed \$) on may amend these fees, with written notice to you.
4.	dwelling. If you breach the Lease, you will be the Lease, subject to our mitigation of damage	that you were living in, occupying, or responsible for payment of rent or utility charges on the responsible for utility charges for the time period you were obliged to pay the charges under es. In the event you fail to timely establish utility services, we may charge you for any utility y charge a reasonable administration fee for billing for the utility service in the amount of
5.	When you move out, you will receive a final bit you move out or it will be deducted from the s	ll which may be estimated based on your prior utility usage. This bill must be paid at the time ecurity deposit.
6.	dwelling unless such loss or damage was the d	u incur as a result of outages, interruptions, or fluctuations in utility services provided to the lirect result of negligence by us or our employees. You release us from any and all such claims ent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7.		nect any utility sub-metering system or device. Violation of this provision is a material breach or other remedies available to us under your Lease, this Utility Addendum and at law.
8.	Where lawful, all utilities, charges and fees of accepted by the Owner, they will be allocated	of any kind under this lease shall be considered additional rent, and if partial payments are first to non-rent charges and to rent last.
9.	You represent that all occupants that will be reof any change in such number of occupants an	esiding in the Unit are accurately identified in the Lease. You agree to promptly notify Owner $d/or$ the identity of occupants.
10.		ys prior written notice from Owner to you, begin receiving a bill for additional utilities and services shall for all purposes be included in the term Utilities.
11.	jurisdiction where such use would be unlawfulaw, such provision shall be ineffective to the the remainder of this addendum or the Lease.	le jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any al. If any provision of this addendum or the Lease is invalid or unenforceable under applicable extent of such invalidity or unenforceability only without invalidating or otherwise affecting Except as specifically stated herein, all other terms and conditions of the Lease shall remain en the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall
12		enda or written rules furnished to you at or before signing will become a part of this Utility provisions of this printed Utility Addendum and/or the Lease Contract.

D 11 10	<u> </u>
Resident Signature	Date
Resident Signature	
Resident Signature	Date
Management	Date



#### **BED BUG ADDENDUM**

e: February 27, 2020



(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

	Unit-234	, <u>tgb</u>	fbgb	Miami				
			(st	treet address) ii				
		Doral						
<i>(city)</i> , Florid	a,33178	(zip cod	de).					
LEASE CONTRACT DESCRIPTION.								
Lease Contract Date: <b>February 24, 2020</b>								
Owner's nar	ne: Sanctuar	y Doral						
Residents (la	ist all residents	):						
		,						
Piyush Ma	ıte							
described L	dum constitu ease Contract f y incorporated	or the abov	e desc	ribed premise				

- **3. PURPOSE:** This addendum modifies the Lease Contract to address any infestation of bed bugs (Cimex lectularius) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.
- 4. MANAGEMENT REPRESENTATION AND INSPECTION:
  - Management represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Under Florida law, only a licensed pest control professional, hereinafter "Pest Control" is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. You acknowledge that you have either: (a) inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation; or (b) you will inspect the dwelling within 48 hours of receiving keys for possession of the dwelling and will notify us of any bed bugs or bed-bug infestation. If you do not notify us of any bed bugs within 48 hours of receiving keys for possession of the dwelling, you agree and represent that your dwelling does not have bed bugs at the time you took possession of the dwelling.
- 5. BEDBUG INFORMATION: Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of any infestation or presence of the bed bugs in Resident's current or previous dwelling(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestation or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling, or home in which there was a bed bug infestation or presence. Resident represents that if he or she WAS previously living in a dwelling

- or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment from Pest Control and inspect Resident's personal property and possessions to confirm the absence of bed bugs.
- 6. USED AND DISCARDED ITEMS: Resident acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he or she shall not allow such property to enter the dwelling without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and or treated by Pest Control.
- 7. ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION: Resident shall allow Management, Maintenance staff and Pest Control to have full access to the dwelling at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and the Resident's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Management and Pest Control to treat the dwelling. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Simultaneously as we treat the dwelling, unless otherwise prohibited by law, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pestcontrol company that we approve. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Management or Pest Control and holds Management and Pest Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.
- **8. NOTIFICATIONS BY RESIDENT:** Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the dwelling or in any of Resident's clothing, furniture, and/or other personal property. Resident shall promptly notify Management of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling for a bed bug infestation on his own or hire any outside pest control company and acknowledges that Management has the full right to select its own Pest Control to perform treatments and cleaning of the dwelling and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

9. METHOD OF TREATMENT: If Management decides to have the dwelling treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Management and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

#### 10. ON SITE TRANSFERS OR TEMPORARY VACATING:

- **A. On-Site Transfers:** If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Management and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Management or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Management OR Pest Control, Resident or Resident's family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated by Management or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident's personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.
- Temporary Vacating: If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2)(a)1., Management's only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Management may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling is habitable, Management shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.
- 11. RESIDENT CAUSED CONDITIONS: If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment Management incurs to remedy the bed bug infestation situation. If Management must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings.

- 12. NON-RESIDENT CAUSED BED BUG INFESTATIONS: If in the sole opinion of Management and Pest Control the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the dwelling, AT MANAGEMENT'S OPTION the Lease Contract may be terminated and Resident may still be required to vacate the dwelling and return possession of the premises to Management if it is determined by Pest Control that it is not feasible to eradicate the infestation with the Resident continuing to reside on the premises. Management shall not be responsible for Resident's consequential losses if the Lease Contract is so terminated.
- **13. DAMAGES:** Under no circumstances shall Management or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.
- 14. LEASE TERMINATION: In the event bed bugs are determined to be in the dwelling, Management shall have the right to terminate the tenancy by giving Resident seven days' written notice requiring Resident to permanently vacate the dwelling and remove all furniture, clothing, and personal belongings. Management in its sole judgment shall have the right to terminate the tenancy and obtain possession of the dwelling regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, Resident must vacate the dwelling upon such termination. A Resident who fails to vacate after the lease has been terminated shall be subject to an eviction action and assumes all risks of remaining in the dwelling.
- **15. INVALID OR UNENFORCEABLE PROVISIONS:** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

. SPECIA	 		

You are legally bound by this document. Please read it carefully.

Owner or Owner's Representative (Signs below)		
Date of Signing Addendum		

## **BED BUGS - A Guide for Rental Housing Residents**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

## Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

## Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

## **Identifying bed bugs**

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

- However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- while bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

## Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





#### MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

		UNIT DESCRIPTION.						
	Unit No	Unit-234	, tgb_fbgb_Mia	mi				
	(street address) in							
	Doral							
	(city), Florida,							
	(zip code).							
2.	LEASE CONT	TRACT DESCRIPTION.						
	Lease Contract Date: February 24, 2020							
	Owner's nam	Owner's name: Sanctuary Doral						
	-							
	Desidents (list all vesidents).							
	Residents (list all residents):							
	Piyush Ma	te						
	-							

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- **4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for

water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.
- 5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- 6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

- **7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
- **8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

**9. TERMINATION OF TENANCY.** Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or

Resident or Residents (All residents must sign here)

RESIDENT(S) actions or inactions are causing a condition which is conducive to mold/mildew growth. If RESIDENT fails to vacate the dwelling after receiving a written notice to vacate, RESIDENT assumes all risks of remaining in the dwelling and shall be liable for any resulting damage to person or property.

Owner or Owner's Representative
(Signs here)
Date of Lease Contract
February 24, 2020



2

1. DWELLING UNIT DESCRIPTION.

#### LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

Unit No	Unit-234	<u>tgb fbgb Miami</u>
		(street address) in
	Doral	
(city), Florida	a3	3178
(zip code).		
LEASE CONT	TRACT DESCRIPTION	
Lease Contra	ict Date: <b>February 2</b>	24, 2020
Owner's nam	ne: Sanctuary Dora	1
•	st all residents):	
Piyush Ma	te	
-		
described Le and is hereby	ase Contract for the ab incorporated into and	Addendum to the above pove described premises, made a part of such Lease onditions, found in this

3. NUMBER AND SIZE. You may install \_\_\_\_\_\_ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

in the Lease Contract, this Addendum shall control.

Addendum vary or contradict any terms or conditions found

- **4. LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- **5. SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

- 6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- **7. SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- **8. MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- **9. REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
- 10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$\_\_\_\_\_\_, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
- 11. SECURITY DEPOSIT. An additional security deposit of \$\_\_\_\_\_ will be charged. We (check one) □ will consider or □ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Lease Contract (check one) □ does or □ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of

**14. SPECIAL PROVISIONS.** The following special provisions move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached control over conflicting provisions of this printed form: (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc. 12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld. 13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed. **Resident or Residents Owner or Owner's Representative** (All residents must sign here) (signs here) **Date of Lease Contract** February 24, 2020



## LEASE ADDENDUM FOR GARAGE, CARPORT AND/OR STORAGE UNIT

\_; and/or



1.	DWELLING UNIT DESCRIPTION.								
	Unit No. Unit-234 , tgb fbgb Miami								
	(atwast adduses) in								
	(street address) in								
	(city), Florida,								
	(zip code).								
2.	LEASE CONTRACT DESCRIPTION.								
	Lease Contract Date: February 24, 2020 Owner's name: Sanctuary Doral								
	Residents (list all residents):								
	Piyush Mate								
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.								
3.	<b>PREMISES.</b> The Premises as defined herein, shall be an enclosed garage, a carport and/or storage unit (hereinafter								

**4. USE.** Only those persons whose names appear on this addendum may use the Premises. The Premises may be used solely for private residential storage and under no circumstances shall any business activity be conducted from or in the Premises. No person shall be permitted to sleep in the Premises at any time or remain in the Premises with the door closed.

garage or carport attached to the dwelling;

referred to as the "Premises):

garage space number(s)

carport space number(s)

storage unit space number(s)

- **5. PETS.** No pets or animals may be kept in the Premises.
- 6. **DEFAULT AND REMEDIES.** If Resident(s) default in complying with this addendum or the law, Owner has the right to retake possession as provided by Florida law and institute eviction proceedings. If, Resident(s)' or invitees(s) engage in criminal activity on the Premises, such action will be a default for which this addendum and the apartment tenancy may be immediately terminated. In addition to any of the foregoing, Owner has all other rights and remedies provided by law.
- 7. RIGHT TO ENTER AND TERMINATE. Resident(s) consent to Owner entering the Premises at any time and for any purpose without notice. Owner reserves the right to terminate this Addendum at any time and for any reason whatsoever and Resident(s) agree to immediately remove all items from the Premises or face eviction proceedings from the Premises and the apartment unit.
- **8. REPAIR AND MAINTENANCE.** Resident(s) acknowledge that they have inspected the Premises and are fully satisfied and accept it in "as is" condition. Resident agrees to be fully responsible for any damage caused to the interior of the Premises including but not limited to the walls, ceiling, floor and the door(s).

- **9. ALTERATIONS.** Resident(s) may not make any alterations or additions to the Premises or affix anything to the floor, ceilings or walls.
- 10. CONTENTS. Nothing may be used or kept in or about the Premises which would in any way affect the terms and conditions of Owner's fire and extended coverage insurance policy, constitute a violation of the law, or otherwise be a hazard in Owner's sole judgment. NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE PREMISES. NO ELECTRICITY MAY BE HOOKED UP TO THE PREMISES AND NO PLANTS MAY BE GROWN IN THE PREMISES.
- **11. PEST CONTROL.** Owner will in no way whatsoever be providing any pest control for the Premises and shall not be liable for any damages caused by pests to the Premises.
- 12. LIABILITY. Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Premises, whether caused by Owner, someone else, weather, fire, wind, rain, flood or any other acts of God. Resident(s) are responsible for obtaining Resident(s)' own casualty and liability insurance, and, agree to save and hold Owner harmless and indemnify Owner from any liability. OWNER STRONGLY RECOMMENDS THAT RESIDENT(S) SECURE INSURANCE TO PROTECT YOUR PROPERTY. Resident(s) agree to save and hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Premises.
- 13. SECURITY. Owner does not provide and has no duty to provide security services for Resident(s)' protection or the protection of Resident(s)' property in the Premises. Resident(s) must look solely to public police for such protection. The Premises has a lock, which Owner does not warrant in any way. In the event any locks are broken, Resident(s) shall be responsible for the cost of replacement of the locks. Resident(s) may not change the lock(s) on the Premises.
- **14. POLICIES.** In addition to the policies herewith and the attached rules and regulations or any other attachments, the receipt of which is hereby acknowledged, Resident(s) agree to observe and be bound by any other reasonable policies or rule changes which may be later implemented by Owner.
- **15. GARAGE SALES.** Resident(s) agree that no "garage sales" shall be permitted in or around the Premises, parking areas or common areas and nothing shall be sold out of or around the Premises, parking areas or common areas without express written permission of the Owner.
- 16. ABANDONED PROPERTY. Resident(s) agrees that should they vacate leaving any items in the Premises or should resident(s) fail to vacate the Premises after notice or eviction, Owner is expressly given permission to dispose of the items in any way holding the Owner harmless and Resident(s) agree to be liable for any expenses arising out of the disposal with regard to any items left in Premises after Resident(s) vacate the Premises. Resident(s) expressly agree to waive all rights and procedures regarding the disposition of abandoned property provided in Florida Statutes. By signing this addendum, Resident(s) agree that upon surrender or abandonment, as defined by Florida Statutes, that Owner shall not be liable or responsible for storage or disposition of the Resident(s) personal property.

Owner or Owner's Representative (signs here)
Date of Lease Contract
February 24, 2020



## RESIDENT PARKING ADDENDUM

February 27, 2020 Date: \_



(when this Addendum is filled out)

1.	DWELLING UNIT DESCRIPTION. Unit No. Unit-234 , tgb fbgb Miami	12.	2. You understand and agree that any judgment of possessio entered against you shall be a judgment for possession of any parking spaces which you are entitled to under thin		
	(street address) in		addendum. Once such judgment is rendered and executed		
	Doral (city), Florida, 33178		upon you, and/or the subject leased dwelling unit, you shall		
	(zip code).		immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the		
2.	LEASE CONTRACT DESCRIPTION.		vehicle(s) at your expense. You agree that we shall not be		
	Lease Contract Date: February 24, 2020		liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of		
	Owner's name: Sanctuary Doral		use of the vehicle(s).		
			COST FOR PARKING		
			Resident agrees to pay a onetime fee of \$ day of per vehicle on or before the day of Inalternative, resident agrees to pay \$ 75.00 monthly per vehicle due on or before the day of the month, which is hereby deemed and defined as additional		
	Residents (list all residents):		per vehicle on or before the day of lnalternative resident		
	Piyush Mate		agrees to pay \$ 75.00 monthly per vehicle		
			due on or before theday of the		
			rent. If no amount is filled in parking shall be free for properly registered and authorized vehicles.		
			Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that		
			Resident is days delinquent in paying the required parking fee.		
			Resident agrees to pay \$ NSF fee for all checks returned for non-sufficient funds, which is hereby		
			deemed and defined as additional rent.		
	The term of this Parking Addendum is as follows:		VEHICLE INFORMATION:		
	Begins on,and ending on,		Vehicle 1		
	This Addendum constitutes an Addendum to the above		Make:		
	described Lease Contract for the above described premises,		State:		
	and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this		State: License Plate:		
	Addendum vary or contradict any terms or conditions found		Permit Number:Phone Number:		
	in the Lease Contract, this Addendum shall control.		Parking Space:		
	ESIDENT AND OWNER AGREE AS FOLLOWS:		Vehicle 2		
3.	You agree to properly register all vehicles with management. If you get a new, replacement or temporary vehicle, you must		Make:		
	notify us and complete a revised agreement.		Model & Year:State:		
4.	If you are provided with a parking tag or sticker, it must be		State:License Plate:		
	properly installed and displayed.		Permit Number:Phone Number:		
5.	Unless your vehicle(s) has been assigned a specific space(s), you may park in any available space(s) in the parking areas,		Parking Space:		
	with the exception of spaces reserved for a particular use or		Vehicle 3		
	any marked handicap space, unless you posses a government		Make: Model & Year:		
_	issued handicap decal or similar signage.		State:		
6.	If you are assigned a specific parking space(s), we shall assign you the space(s) and retain the right to change assigned spaces		State:License Plate:		
	at our sole discretion. You understand and agree that we		Permit Number:Phone Number:		
	maintain the absolute right to reassign any assigned parking spaces, if applicable, to any other parking space on the		Parking Space:		
	premises, or to revoke such parking space altogether at any time and for any reason whatsoever at our sole election.	13.	SPECIAL PROVISIONS.		
7.	You understand and accept that we have the right at any time,				
	without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.				
8.	You agree to use parking spaces in accordance with the terms of the Lease and Community Rules.				
9.	Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Pulse.				
	of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be				
	liable to you for damages related to the physical towing nor				
	any consequential damages you may incur through loss of use of the vehicle(s).				
10	You acknowledge and understand that there are inherent		<del>,</del>		
0	risks to parking your vehicle on any part of the property,				
	including damage, theft or loss to your personal property and vehicle. You understand that we will not be held liable				
	for any damage or theft that may occur while your vehicle(s)				
	is parked on any part of the property. Upon signing this				
	agreement you knowingly accept any and all risks of parking				

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract and shall entitle us to any and all rights and remedies available under the Lease and Florida law for such material

any vehicle(s) on the property.

violation of the Lease Contract.

Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
	Date of Signing Addendum



## **COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM**



 $This \ addendum \ is \ incorporated \ into \ the \ Lease \ Contract \ (the \ "Lease") \ identified \ below \ and \ is \ in \ addition \ to \ all \ the \ terms \ and \ conditions$ contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Sanctuary Doral				
Resident(s):  Piyush Mate				
Dw	elling No:/Address:	#Unit-234, tgb fb	gb Miami, Doral, FL 33178	
Lea	ise Date:	02/24/2020		
I.				
	Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.			
	WITH THE HEIR SOLELY RESPONS RULES AND REG FROM ALL CLAIM	RS, ASSIGNS, ESTATES A SIBLE FOR THE COMPLIA GULATIONS, AND RESID AS OF SUCH PERSONS AS	AND LEGAL REPRESENTATIVES ANCE OF SUCH PERSONS WITH TH DENT(S) INTEND TO AND SHALL S DESCRIBED IN THE PRECEDING	CUPANTS, AGENTS AND INVITEES, TOGETHER OF THEM ALL, AND RESIDENT(S) SHALL BE IE LEASE, THIS ADDENDUM, AND COMMUNITY INDEMNIFY AND HOLD OWNER HARMLESS PARAGRAPH. The term "Owner" shall include 5, subsidiaries and affiliates of Owner.
II.	POOL. This Con	nmunity <b>DOES</b> ; <b>D</b>	OOES NOT have a pool. When using	the pool, Resident(s) agrees to the following:
	<ul> <li>Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.</li> <li>All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.</li> <li>For their safety, Residents should not swim alone.</li> <li>Pool hours are posted at the pool.</li> <li>No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.</li> <li>Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.</li> <li>No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furnitures.</li> </ul>			
	<ul> <li>Resident(s) m</li> </ul>	oust accompany their gue	ests.	disposing of trash, and keeping pool gates closed.
	Resident(s) m	•	ne there is a problem or safety haza	-
			IN CASE OF EMERGENCY DIAL 91	
Ш	<ul> <li>Resident:</li> <li>The Fitne</li> <li>Resident:</li> <li>Resident:</li> <li>equipmer</li> <li>Resident:</li> <li>appears of and Policities</li> <li>Resident:</li> <li>aerobics</li> <li>Resident:</li> <li>Resident:</li> <li>Resident:</li> <li>Resident:</li> <li>permittee</li> </ul>	owing: s and guests will adhere to see Center is not supervises (s) shall carefully inspect that may be functioning (s) shall immediately replangerous, as well any oties. (s) shall consult a physiciator exercise class, and will (s) will keep Fitness Center (s) must accompany gues d in the Fitness Center.	to the rules and regulations posted red. Resident(s) are solely responsite each piece of equipment prior to ag improperly or that may be dama ort to Management any equipment her person's use that appears to be an before using any equipment in the large refrain from such use or participater locked at all times during Residers on to the Fitness Center who has sets, and no glass, smoking, eating, and	t that is not functioning properly, is damaged or e dangerous or in violation of Management Rules he Fitness Center and before participating in any ation unless approved by Resident's physician. Ent's visit to the Fitness Center. Hoot registered with the Management Office. Alcoholic beverages, pets, or black sole shoes are
	Card # issued	(1)	(3)	(5)
IV.			DOES; DOES NOT accept pa	

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

Revised 7/2018, Florida Page 1 of 3

- V. BUSINESS CENTER. This Community DOES; DOES NOT have a business center.

  Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- **VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
  - Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
  - All vehicles must be registered at the Management office.
  - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a \_\_\_\_\_\_ hour notice is placed on the vehicle.
  - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
  - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
  - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
  - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of \_\_\_\_\_\_feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
  - Clean in all cabinets, drawers and closets in kitchen and pantry.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - Remove infants and young children from the dwelling.
  - Remove pets or place them in bedrooms, and notify Owner of such placement.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover fish tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

# RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- **IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- **X. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- **XI. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.
- **XIII. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

Revised 7/2018, Florida Page 2 of 3

ave read, understand and agre	e to comply with the preceding provisions.	
	e to comply with the preceding provisions.  Date Resident	Date
ave read, understand and agre sident sident		Date

Page 3 of 3 Revised 7/2018, Florida



## LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



2. 1	Doral	
	(city), Florida,33178 (zip code).	<ul><li>excess of your insurance coverage.</li><li>5. We may provide you with information of an insurance program that we make available to residents, which</li></ul>
	LEASE CONTRACT DESCRIPTION. Lease Contract Date: February 24, 2020 Owner's name: Sanctuary Doral	provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.
	Residents (list all residents):	<b>6. SUBROGATION ALLOWED.</b> You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.
- - - -	Piyush Mate	7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.  Insurance Company:
-		8. <b>DEFAULT.</b> Any default under the terms of this Addendum
( (	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	<ul> <li>shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.</li> <li>9. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict</li> </ul>
	Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$	between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.  10. SPECIAL PROVISIONS:
1	<b>REQUIRED POLICY.</b> You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$, from a carrier with an AM Best rating of	
	I have read, understand and agree to c	omply with the preceding provisions.
	Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
		Date of Lease Contract
_		February 24, 2020





## LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1.		NG UNIT DESCRIPTION. Unit-234, tgb fbgb Miami	<b>5. REPORT DAMAGE OR MALFUNCTIONS.</b> Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.			
		(street address) in Doral	6.	FOLLOW WRITTEN INSTRUCTIONS. We ask that you and		
		rida,33178		all other occupants read the written instructions that have		
	(zip code)	).		been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other		
2.		ONTRACT DESCRIPTION.		occupants, guests or invitees through negligence or misuse,		
	Lease Contract Date: February 24, 2020  Owner's name: Sanctuary Doral			you are liable for the damages under your lease, and collection of damage amounts will be pursued.		
			7.	<b>PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.</b> Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees		
	Residents (list all residents): Piyush Mate			to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of		
				us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing,		
				gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in		
				deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is		
				the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or		
				is suspected. We are not liable to any resident, family member,		
	described	dendum constitutes an Addendum to the above described premises,		guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian		
	Contract Addendu	reby incorporated into and made a part of such Lease a. Where the terms or conditions found in this m vary or contradict any terms or conditions found ase Contract, this Addendum shall control.		access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.		
3.		CONTROL/CARDS/CODE FOR GATE ACCESS.  note control for gate access. Each person who is	8.	RULES IN USING VEHICLE GATES.		
	liste cont	ed as a resident on the lease will be given a remote trol at no cost to use during his or her residency. Each		• Always approach entry and exit gates with caution and at a very slow rate of speed.		
	will	itional remote control for you or other occupants require a \$ non-refundable fee.		• Never stop your car where the gate can hit your vehicle as the gate opens or closes.		
	Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for		• Never follow another vehicle into an open gate. Always use your card to gain entry.			
	you	or other occupants will require a \$		• Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.		
	☐ Cod	e for gate access. Each resident will be given, at no		• Never force the gate open with your car.		
	or v	an access code (keypad number) for the pedestrian ehicular access gates. It is to be used only during		• Never get out of your vehicle while the gates are opening or closing.		
4.	time	r residency. We may change the access code at any e and will notify you of any such changes.  ED, LOST OR UNRETURNED REMOTE CONTROLS,		• If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.		
	☐ If a	PR CODE CHANGES. remote control is lost, stolen or damaged, afee will he charged for a replacement.		<ul> <li>Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.</li> </ul>		
	If a r whe	remote control is not returned or is returned damaged on you move out, there will be a \$uction from the security deposit.		<ul> <li>If you lose your card, please contact the management office immediately.</li> </ul>		
		card is lost, stolen or damaged, a \$		• Do not give your card or code to anyone else.		
	fee v not out,	will be charged for a replacement card. If a card is returned or is returned damaged when you move there will be a \$ deduction from the urity deposit.		• Do not tamper with gate or allow your occupants to tamper or play with gates.		
		may change the code(s) at any time and notify you ordingly.				

<b>9. SPECIAL PROVISIONS.</b> The following special provisions control over conflicting provisions of this printed form:	
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
	Date of Lease Contract
	February 24, 2020



### **NO-SMOKING ADDENDUM**

February 27, 2020 Date:



(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the apartment and/or entire community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

Unit NoU	nit-234 , t	gb fbgb Miami
		(street address) in
	Doral	
(city), Florida, _	33178	(zip code).
LEASE CONTRA	ACT DESCRIPTION.	
Lease Contract	Date: February 24,	2020
Owner's name:	Sanctuary Doral	
B 11 . (1)	77 ( 7 )	
Residents (list o	ill residents):	
Piyush Mate		

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, jule, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, jule pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.
- 4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the nosmoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT **COMMUNITY.** Smoking may be permitted only if there are specially designated areas outside the buildings of the apartment community. Smoking must be at least. feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds and may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling  $\square$  is  $\square$  is not permitted. If neither option is selected, then smoking is not permitted on balconies, patios and common areas.

The following	outside ar	eas of the	community	may	be	used
for smoking: _						
0 -						

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

- 6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.
  - You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.
- 7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER **RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.
- 8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS **ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this Addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.	12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.	
11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.  This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.	
<b>Resident or Residents</b> (All residents must sign here)	Owner or Owner's Representative (signs here)



### SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM



February 27, 2020 (when this Amendment is filled out) Date: \_

Unit No. Unit-234 , tgb fbgb Miami	in this Amendment, the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the
(street address) in	lease.
	The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for
. LEASE CONTRACT DESCRIPTION. Lease Contract Date: February 24, 2020	the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.
Owner's name: Sanctuary Doral	We will not charge any pet fees or a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.
Residents (list all residents): Piyush Mate	Specifically in reference to a "service animal," you and we will comply with Fla. Stat. s. 413.08. You further acknowledge that, pursuant to Fla. Stat. s. 413.08, a person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree,
	punishable as provided in Fla. Stat. s. 775.082 or s. 775.083. Therefore, if you misrepresent yourself as qualified to use a service animal, you agree that such conduct constitutes a material violation of the Lease Contract, Florida law and that we shall have all rights and remedies set forth in the Lease Contract, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court
This Amendment constitutes an Amendment to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Amendment vary or contradict any terms or conditions found in the Lease Contract, this Amendment shall control.  We hereby agree to allow you to have a support or service	costs to the extent allowed by law.  3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
animal as a reasonable accommodation for your disability. You represent and affirm that you have properly licensed the support or service animal if there is any general municipal or governmental licensing requirement for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. You further represent that the support or service animal does not pose a direct threat of harm or danger to any of the other residents, our staff, or any other individuals and will not cause damage	
to property beyond normal wear and tear. You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules	
You are legally bound by this d	ocument. Please read it carefully.
Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
	Date of Signing Amendment



## CRIME/DRUG FREE HOUSING ADDENDUM



	Unit No. Unit-234 , tgb fbgb Miami	<ul> <li>4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)</li> <li>5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.</li> </ul>
	Residents (list all residents):  Piyush Mate	<ol> <li>Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.</li> <li>Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.</li> <li>Engaging in any activity that constitutes waste, nuisance, or unlawful use.</li> </ol>
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	B. YOU AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.
3.	ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the abovementioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:	<ul> <li>5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.</li> <li>6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:</li> </ul>
4.	<b>CRIME/DRUG FREE HOUSING.</b> Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:	
	<ul> <li>A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:</li> <li>1. Engaging in any act intended to facilitate any type of criminal activity.</li> <li>2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.</li> <li>3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Florida and/or the Federal Controlled Substances Act.</li> </ul>	Date of Signing Addendance
_	Resident or Residents (sign here)	Date of Signing Addendum
	Owner or Owner's Representative (signs here)	Date of Signing Addendum





## **MIXED USE ADDENDUM**



1.	Unit No. Unit-234 , tgb fbgb Miami	<b>5. RESIDENT DUE DILIGENCE.</b> Landlord has encouraged resident to research the area around their dwelling. You agree
	(street address) in	that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area
	Doral           (city), Florida,         33178	surrounding the dwelling. You acknowledge and understand the risks disclosed herein. Having conducted your due
	(zip code).	diligence, you agree to fully assume the risks set forth in this Addendum.
2.	LEASE CONTRACT DESCRIPTION.  Lease Contract date: February 24, 2020	<b>6. ASSUMPTION OF RISK / WAIVER.</b> You have chosen to
	Owner's name: Sanctuary Doral	reside at the dwelling despite any inconveniences such as those disclosed herein or any other inconvenience, which may
		be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of
		inconvenience and nuisance related to residing in a dwelling located in a mixed-use area. You agree that any inconvenience
	Residents (list all residents):  Piyush Mate	associated with the mixed-use and/or the surrounding area,
	Figusi Mace	such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will
		they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and
		quiet enjoyment, nuisance, or any other claim, right or remedy.
		We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a
		result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way
		related to lights, noises, sounds, vibrations, smoke, odors or
		any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.
	This document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Resident	<b>7. SEVERABILITY.</b> If any provision of this addendum or the
	and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.	Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity
	•	or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.
3.	<b>PURPOSE OF ADDENDUM.</b> The purpose of this Addendum is to provide you with notice that the dwelling is located in a	8. SPECIAL PROVISIONS. The following special provisions
	mixed-use living environment. The area surrounding the dwelling contains both residences and commercial businesses.	control over conflicting provisions of this printed form:
	These commercial entities will produce certain noises, sounds,	
_	and odors up to twenty-four (24) hours a day.	
4.	<b>RESIDENT ACKNOWLEDGEMENT.</b> By signing this Addendum, Resident acknowledges, understands and hereby agrees:	
	The dwelling is located in the immediate area of commercial	
	businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be	
	associated with living in immediate proximity to such commercial businesses. These challenges may include these	
	businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other	
	forms of entertainment), vibrations, odors and smoke, which	
	may penetrate the walls and floors of the dwelling. Such challenges may occur up to twenty-four (24) hours a day.	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
		Date of Signing Addendum



### ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1.	Unit No	without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.
2.	LEASE CONTRACT DESCRIPTION.  Lease Contract Date: February 24, 2020  Owner's name: Sanctuary Doral	6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawfureason, or by any lawful method.
	Residents (list all residents):  Piyush Mate	7. <b>RESIDENT LIABILITY.</b> You are responsible for and shall be held liable for any and all losses, damages, and/or finesthat we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, bu not limited to, property damage, personal injury, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, withou limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy.
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	maintained by you for any losses or damages that we incuras the result of any violation of the terms of this Addendum  8. SEVERABILITY. If any provision of this Addendum of the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating of otherwise affecting the remainder of this Addendum or the
3.	SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.	Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.  9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
4.	PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.	
5.	<b>VIOLATION OF LEASE AGREEMENT.</b> Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
		Date of Signing Addendum



## PACKAGE ACCEPTANCE ADDENDUM



1.	DWELLING UNIT DESCRIPTION. Unit No. Unit-234 , tgb fbgb Miami	6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign
	(street address) in	and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package,
	Doral	nor do we have any duty to maintain, protect, or deliver said
	(city), Florida,33178	package to you, nor do we have any duty to make said package
	(zip code).	available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by
2.	LEASE CONTRACT DESCRIPTION.  Lease Contract Date: February 24, 2020	us shall be at your sole risk, and you assume all risks
	Owner's name: Sanctuary Doral	whatsoever associated with any loss or damage to your
		packages and personal property. You, your guests, family invitees, and agents hereby waive any and all claims against
		us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to claims for theft, misplacing or damaging any such package
	Residents (list all residents):	except in the event of our or our agent's gross negligence or
	Piyush Mate	willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to
		any injury sustained relating to or arising from any package
		that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage
		caused to us or our agents by any package received by us for
		you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be
		dangerous, noxious, or in the case of packaged food, spoiled and waive any claim whatsoever resulting from such disposal
	This Addendum constitutes an Addendum to the above	<b>7. SEVERABILITY.</b> If any provision of this Addendum or the
	described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease	Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a)
	Contract. Where the terms or conditions found in this	such provision shall be ineffective to the extent of such
	Addendum vary or contradict any terms or conditions found	invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the
2	in the Lease Contract, this Addendum shall control.	Lease, (b) the remainder of this Addendum shall not be affected
3.	<b>PURPOSE OF ADDENDUM.</b> By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-	thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal
	delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.	invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such
	PACKAGE ACCEPTANCE.  Generally. You hereby authorize us and our agent to accept,	illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
	on your behalf, any package or item delivered to our on-site	8. SPECIAL PROVISIONS. The following special provisions
	management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal	control over conflicting provisions of this printed form:
	Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the	
	person or entity delivering said package or item requires an	
	adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is	
	required before any packages will be released. Packages will	
	only be released to verified Residents or approved representatives.	
В.	<b>Limitations.</b> You understand and agree that we may refuse to accept any package for any reason or no reason at all.	
5.	TIME LIMITATION. Due to limited storage space, we must	
	ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or	
	store any package for more than days after receipt	
	(accordingly, you should notify the management office if you	
	are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any	
	such package is deemed abandoned and you authorize us to return the package to its original sender.	
	Resident or Residents	Ourner or Ourner's Degreet-time
	(All residents must sign)	Owner or Owner's Representative (Signs below)
		Date of Signing Addendum
		- acc or organization



# PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1.	DWELLING UNIT DESCRIPTION. Unit No. Unit-234 , tgb fbgb Miami	4.	<b>PHOTO AND VIDEO RELEASE.</b> You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the
	(street address) in Doral		likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our
	(city), Florida,		publications, including, without limitation, any website entries,
	(zip code).		advertising websites, and any other marketing materials. You
2.	LEASE CONTRACT DESCRIPTION.		understand and agree that these materials will become the property of the Released Parties and will not be returned.
	Lease Contract Date: February 24, 2020		You agree to irrevocably authorize the Released Parties to
	Owner's name: Sanctuary Doral		edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to
			inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in
	Residents (list all residents):		the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the
	Piyush Mate		use of the media.
		5.	CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written
			comments, and statements, and/or the names, pictures,
			written comments, and statements of any minor occupants
			in any and all of our publications, including, without limitation, any website entries, advertising websites, social media
			websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use,
	Occupants (list all occupants):		reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether
	Piyush Mate		in electronic or print form.
		6.	<b>RELEASE OF LIABILITY.</b> You hereby release, hold harmless, and forever discharge us from any claims or causes of actions
			including, without limitation, any and all claims for libel or
			violation of any right of publicity or privacy, related to our
			use of the media in any and all of our publications, including any website entries, advertising websites, social media
			websites, and any other marketing material so long as the
			claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release
			shall be binding upon you and your heirs, legal representatives and assigns.
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises,	7	<b>REVOCATION.</b> You have the right to revoke your consent
	and is hereby incorporated into and made a part of such Lease	٠.	to our use of your name, picture, video, voice, written
	Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.		comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.
3.	<b>PURPOSE OF ADDENDUM.</b> By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/	8.	<b>SPECIAL PROVISIONS.</b> The following special provisions control over conflicting provisions of this printed form:
	or other electronic and/or digital reproductions, including		
	voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social		
	media websites, and any other marketing materials. For		
	purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will		
	hereinafter be collectively referred to as "media."  A. CONSENT FOR MINOR OCCUPANTS. By signing this		
	Addendum, if any minor occupants are named above, you		
	further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without		
	payment or other consideration, agree to grant us		
	permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions,		
	including voice, in any and all of our publications, including,		
	without limitation, any website entries, advertising		
	websites, social media websites, and any other marketing		
	materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital		
	reproductions will hereinafter be collectively referred to		

as "media."

Date of Signing Addendum

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

# REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



Unit No	nit-234	<u>, tgb fbgb Miami</u>
		(street address) ii
	Doral	
(city), Florida,	33	178
(zip code).		
LEASE CONTRACT	DESCRIPTION.	
Lease Contract Date	: February 24	, 2020
Owner's name: San	ctuary Doral	
Residents (list all re	sidents):	
Piyush Mate		

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their dwelling or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their residences, and we have created the policy described in this Addendum to meet that need.
- 4. PURPOSE OF ADDENDUM. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

### 5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

- B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.
- C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

### 6. REQUESTS FOR REASONABLE MODIFICATIONS.

- **A. Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.
- **B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.
- C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.
- D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/ or final account upon move-out.
- E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

**F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

### 7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

- A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.
- B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disabilityrelated need for the accommodation. We will only request information that is reasonably necessary for us to evaluate  $your \ request, and \ we \ will \ keep \ all \ information \ you \ provide$ confidential.
- **C. Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

- 8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).
- **9. AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

by writing or calling	g:		

#### Resident or Residents

(All residents must sign here)

Owner or Owner's Representative (Signs below)

Date of Signing Addendum

