

1. Agreement to Lease Residential Property

1.1 NOTICE

The Lease imposes important legal obligations. Many rights and responsibilities of the parties are governed by Chapter 83, Part ii, Residential Landlord and Tenant Act, Florida statutes. A link to the Residential Landlord and Tenant Act is shown below:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0000-0099/0083/0083.html

The Tenant is encouraged to seek their own legal counsel. By entering into this Lease the Tenant agrees that they can understand English.

1.2 RECITALS

LEASE AGREEMENT entered into 9/1/23 by and between PURE Property Management of Florida, as the exclusive authorized agent and property manager (hereinafter, "Landlord" or "Management") for the Property Owner (hereinafter, "Owner") and

BRITTANY L. ADAMS (hereinafter "Tenant").

WHEREAS, Landlord leases to Tenant and Tenant leases from the Landlord the residential dwelling with the following address:

14535 SW 20 Place
Ocala, FL 34481

(hereinafter "Property") the full legal description of Property being the same as recorded with the Clerk of the Circuit Court of the county in which the property is located and is made part of this agreement by reference.

NOW THEREFORE, in consideration of their mutual promises made herein, and other valuable consideration as defined herein, receipt of which is hereby acknowledged, the Landlord and Tenant (hereinafter, "Parties"), intending to be legally bound, hereby agree to the following:

The Parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.

1.3 TERM

The initial term of this Lease shall begin 09/05/2023 ("Commencement Date") and shall end 09/15/2024 ("Ending Date").

1.4 OCCUPANTS

Property shall be occupied only by the person(s) listed in Section 1.2 above and any minors as follows:

Antonio Adams Jr., Alayla Adams, Antwon Adams, A'niya Adams

1.5 POSSESSION

If for any reason Management cannot deliver possession of the Property to Tenant by 09/05/2023, the beginning date may be extended up to 30 days or this Lease may be voided at Management's option without Management being liable for any expenses or damages caused by such delay or termination, including but not limited to incidental or consequential damages. This Lease shall terminate early, at Management's option, upon sale of or contract for sale entered into on the Property and Tenant agrees to vacate the Property within 60 days written notice from Management.

1.6 RENT

Tenant shall pay to Management rent at a rate of

Rent Income	\$1,725.00
RBP w/Insurance	\$39.00
SDRP Fee	\$48.00
Total:	\$1,812.00

payable by the 1st of each month. Rent should be paid online, via recurring or one-time electronic funds transfer (hereinafter, "EFT"), debit/credit card (convenience fee applies) or electronic cash payment voucher through an online payment portal provided by Management. However, Tenant may tender sums owed in money order or certified check to the office of Management, located at 2215 E Fort King Street, Suite A, Ocala, Florida 34471.

Rent Processing Fee: The Tenant agrees to pay a **\$10.00** administrative fee when the Tenant makes their monthly rent payment by cashier's check or money order and delivers it to the Managements office (via in-person or drop box) or sends it by mail to the Management. The Tenant agrees to include the following fee in their monthly rent payment, and failure to do so will result in an adjustment for such fee to the Tenant's account with Management.

1.7 LATE PAYMENT, LEASE MODIFICATIONS FEES AND OTHER ADMINISTRATIVE FEES

Rents not paid in full by the 1st of each month shall be considered late. A Late Fee of seventy-five dollars (**\$75.00**) will be billed to Tenant, as additional rent, if payment is not received by the end of the day on the **3rd** of the month. An additional Daily Late Fee of five dollars (**\$5.00**), as additional rent, will incur each day thereafter until balance is paid in full. The total amount owed of any late payment and fees shall be payable by Tenant in certified funds or money order.

The Tenant agrees to pay to Management the following administrative fees within 5 days of the event triggering the fee:

- **Property Posting Fee:** **\$25.00** fee per occurrence when Management posts any type of Notice on the Tenant's Property as such notices are required by law (e.g. 3-day notice of non-payment, 7-day non-compliance, etc.)
- **Lease Amendment Fee:** **\$250.00** fee per occurrence when Tenant requests that Management make a change to a Tenant's existing Lease and Management agrees to make such change (e.g. add a new Tenant/Occupant or Financially Responsible Party, Remove an existing Tenant/Occupant or Financially Responsible Party, etc.).
- **Payment Processing Fee:** **\$10.00** fee per payment when TENANT delivers payment to PURE Property Management's office. TENANT should make payment via their Online Portal or PayNearMe applications.

1.8 RETURNED/DISHONORED PAYMENTS

If Tenant's rent payment, regardless of method, is returned or not honored by the Tenant's financial institution, for any reason, a fee of seventy-five dollars (**\$75.00**), plus any bank charges levied against Management shall be deemed payable by Tenant in addition to any late payment fees outlined herein *all fees charged are as additional rent*. Management reserves the right to require payment in certified funds for all future payments upon Management's notification of dishonored or returned transaction.

1.9 SECURITY DEPOSIT

Management acknowledges receipt of to be held as security (Security Deposit) for Tenant's total fulfillment of the terms and conditions of this Lease, including but not limited to the returning of the Property to the Management without damage. Security Deposit will be held in Management's escrow/trust account, the location of which may be changed upon notice to Tenant. The current location being Campus USA Credit Union. Disbursement of the Security Deposit shall be done in the manner prescribed by Florida Law and under the terms outlined herein and in the attached exhibit(s).

1.10 UTILITIES

Tenant acknowledges that all utilities and/or services are to be paid for by the Tenant, unless specifically outlined in Section 1.32 "Special Stipulations". Tenant must establish and maintain all delivered utility services to the Property not specifically listed as being provided for by Management including any mandated by ordinance from the earlier of either the date of possession or the Rent Start Date of this Lease through the 3-day post move out inspection period. All utility services are subject to interruption, temporary termination or increase in billing or usage in connection with or for the purposes of repairs, alterations, or improvements to the Leased Property, surrounding buildings/common areas, or for emergency reasons. Management shall not be liable for, nor shall constitute default by Management for any such increase, interruption, or temporary termination of utility services, nor is Management responsible for availability of any utility, nor cost or fee thereof. Management may, at its option or as directed by ordinance, pay for utility services and be reimbursed by Tenant as additional rent. For the purpose of this paragraph, utility services shall include but not be limited to: electricity, water, sewer, trash/waste removal, and gas.

1.11 MOVE-IN INSPECTION

Tenant acknowledges, that Management has provided Tenant with a "Move-In Condition Report"; (hereinafter "Report") and further acknowledges that Tenant has 72 hours from possession of property to complete and return the Report to Management. Any damages or defects must be noted on the Report by Tenant. By signing the Report, Tenant agrees that the Property is fit for residential occupancy and Tenant accepts same. Tenant acknowledges that the individual signing the Report does so on behalf of Tenant and is expressly authorized to bind any and all Tenant(s) hereunder.

1.12 REPAIRS AND MAINTENANCE

A. Upon receipt of written notice from Tenant, Management shall within a reasonable time period, thereafter, repair the following:

All defects in Property which create unsafe living conditions or render Property untenable; and
To the extent required by state law, such other defects which, if not correct, will leave Property in a state of disrepair.

B. Except as provided above, Tenant agrees to maintain Property in the neat and clean condition presented at the time of rental, reasonable wear and tear expected.

Tenant shall be responsible for all landscaping and pest control for the Property unless specified under Section 1.32 "Special Stipulations". Tenant shall maintain the Property in good, clean and inhabitable condition throughout the tenancy; keep all plumbing fixtures in good repair; use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner; and remove all garbage in a clean and sanitary manner. If a clogged pipe is reported, a plumber is dispatched and the findings are that a pipe, toilet, sink, tub or other fixture is clogged as a result of unacceptable items being placed in the fixture, then the Tenant agrees to be responsible for any repair costs or costs related to damage caused by the clogged fixture or pipe. Unacceptable items include, but are not limited to, feminine products, paper towels, grease, large pieces of food, any sort of fabric/cloth, or any other debris. If any plumbing issues result from Tenant and/or guests flushing anything into the toilet other than human waste and toilet paper, Tenant shall be responsible for any costs or charges incurred.

In the event Tenant or Tenant's guests or invitees cause any damage to the Property, Management may at its option repair same and Tenant shall pay for the expenses of same on demand or Management may require Tenant repair same, all charges incurred as additional rent.

Tenant shall also be fully responsible for, and agrees to maintain and repair at Tenant's expense, the following: repairs to A/C due to failure to replace filters (A/C filters to be installed by the tenant within 2 days of filter delivery receipt), SMOKE ALARMS, SMOKE ALARM BATTERIES and LAWN/SHRUBS. In the event a major repair to the Property must be made which will necessitate the Tenant's vacating the Property, Management may at its option terminate this agreement and Tenant agrees to vacate the Property holding Management harmless for any costs incurred or damages suffered if any. Tenant shall notify Management immediately of any maintenance needed or repairs in writing. Tenant agrees that upon taking possession of the Property that they shall immediately test each smoke detector and shall maintain same.

In the event there is a garbage disposal on the Property, Management has the option to remove the garbage disposal if it fails and re-plumb accordingly. Tenant is responsible for replacing dead light bulbs at their own cost. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes or lack of availability, Tenant agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the Tenant is responsible for paying for LP/Propane gas, Tenant shall pay the fees and costs associated with the rental of the tank.

Tenant agrees that upon move out Management may have the Property interior cleaned and flooring professionally cleaned by vendor(s). The cost of these services may be deducted from any Tenant Security Deposit held by Management.

Tenant agrees that they will be responsible to pay to Management all fees, costs, and expenses associated with maintenance service calls that are a result of the Tenant's negligence or intentional conduct. Additionally, Tenant agrees to pay to management any fees, costs, and expenses associated with maintenance service calls that are a result of the Tenant's user error or failure to reasonably maintain, utilize, or troubleshoot any of the systems of the Property.

1.13 EARLY TERMINATION

A. Landlord may agree to terminate the lease early by Tenant's sixty (60) day written request and by sole discretion of the Landlord.

B. The Early Termination of this Lease has no impact on the Security Deposit and an analysis of the evaluation of the Property, once possession is given, the Management will be conducted as if the Lease term was fulfilled.

C. If Tenant fails to take timely possession of the Property within 7 days of the Commencement Date and either a.) notifies Management of Tenant's intent not to honor the terms of this Lease Agreement or b.) the Tenant is unresponsive to the Management for a period of 10 days from the Commencement Date, Management can at its own discretion, collect the Security Deposit for failure to honor the terms of this Lease Agreement and re-list the Property for rent by another occupant, thereby canceling this Lease Agreement. For the purposes of this section, taking timely possession of the Property shall mean collecting the keys to the Property from Management and turning on utilities in the Tenant's name.

1.14 RENEWAL

If Tenant or Management wishes to terminate this lease at the end of either the initial term or subsequent renewal term(s), then either party

must give 60 days' notice to the other party under the terms of notices in Section 1.27. If neither party notifies the other of its intent to terminate then the tenancy shall automatically renew month-to-month. In the event of said month-to-month renewal or extension, rent shall change on the anniversary date to the amount stated as per notice delivered to Tenant as the renewal rate, plus an additional one hundred dollars (\$100) month-to-month fee.

Lease Renewal Fee: The Tenant agrees to pay a **\$150.00** fee when they decide to renew their Lease as defined herein:

1.15 USE, NUISANCE AND UNLAWFUL ACTIVITY

The Tenant agrees the Property shall be used for residential purposes only and in such a manner as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of condominium, declaration of covenants, conditions, and restrictions; all rules and regulations pursuant thereto; and any community association by-laws and regulations. The Tenant agrees that the property shall not be used for any commercial or industrial purposes, including the storage or parking of commercial vehicles or equipment. Tenant shall be solely responsible for ensuring that Tenant and Tenant's invitees, guests, occupants, and family members not engage in activity while on Property that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for an unlawful activity occurring on the Property and said charges are not dismissed within 30 days thereafter, Tenant shall be deemed to be in default of this Lease and Management may terminate this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity whether on the Property or not that is in violation of local, state, or federal law. The Tenant agrees not to disturb neighbors to the Property. The Tenant agrees to keep the volume of televisions, speakers, radios, and musical instruments at reasonable levels. The Tenant agrees that during the hours from 10pm to 7am, volume of such sources should be set so that neighbors cannot hear any noise or sound.

1.16 PROPERTY LOSS AND INSURANCE

Storage of personal property on the Property by Tenant shall be at Tenant's risk and Management shall not be responsible for any loss or damage for any reason or cause whatsoever except where such is due to Management's sole gross negligence.

Tenant acknowledges that Landlord does not carry insurance, nor is responsible, to cover the Tenant's personal property or personal liability. Tenant agrees to comply with the requirements of the Landlord's present or future insurance carriers and not to permit anything to be done at or within the premises which shall cause cancellation of the Landlord's policy or increase in the current rate of insurance thereon. Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by the Tenant. Tenant also agrees that Landlord is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Landlord.

Tenant is required to maintain a renter's insurance policy at all times during occupancy. PURE Property Management of Florida must be named as additional insured on renter's insurance policy. Proof of such policy must be presented to Landlord prior to move-in. Failure to maintain personal liability insurance is an incurable breach of this Lease Agreement and may result in termination of tenancy and eviction and/or any other remedies provided by this Lease Agreement or state statute.

1.17 HOLDING OVER

Should Management give notice of nonrenewal or lease termination or Tenant give notice and fail to vacate the Property at the agreed upon day and time or leave substantial personal property thereupon such that would prevent Management from fully retaking possession, Tenant agrees to pay a fee of five hundred dollars (\$500.00) in addition to any other applicable sums under Florida law.

1.18 RIGHT OF ACCESS, INSPECTION AND SIGNAGE

Management and/or its agent shall have the right to enter the Property: (a) at any time, in the case of an emergency to protect life and/or prevent damage to property; (b) at reasonable times for the purpose of inspecting; cleaning, making alterations, repairs, improvements or additions to the Property, as Management may reasonably deem necessary or desirable; and (c) upon twenty-four (24) hours verbal or electronic notice, to show the Property to prospective purchasers, lender, or tenants. Tenant shall not be entitled to any abatement of Rent or damages by reason of the exercise of any such right of entry and agrees to cooperate and comply with the requests of Management. For each occasion where the access rights described herein are denied, Tenant shall pay Management the sum of one hundred dollars (\$100.00) as liquidated damages; it being acknowledged that Management shall be damaged by the denial of access, that Management's actual damages are difficult to estimate, and that said amount represents a reasonable pre-estimate of Management's damages rather than a penalty. Any visit by Management or its agents may be recorded with video or photographs. Management and/or its agents may install signage at or on the Property at any time during the term of the Lease.

1.19 ABANDONMENT

Tenant shall not abandon the Property, Tenant's personal property, or motor vehicles. Tenant and Management acknowledge and agree that "abandonment" is hereby defined as: Tenants absence from the Property for five (5) consecutive days without first notifying Management, and with the rent unpaid and/or utilities have been discontinued for any reason, whether at the request of Tenant or for non-payment. If abandoned, Tenant agrees that Management shall have the right to re-key, re-enter, and re-let the Property without filing a dispossessory action or obtaining a writ of possession and that such action by Management shall not constitute a "self-help" or constructive eviction and further Tenant agrees to hold Management harmless for any loss incurred in connection therewith. Management shall have sole discretion

in determining whether an abandonment has occurred. The title to any abandoned property (including, but not limited to, pets or animals) shall vest in Management. Management may store, sell, or dispose of abandoned property without notice and shall keep the proceeds from any such sale.

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, DUE MANAGEMENT SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

1.20 DEFAULT

A. Notice to cure a default is not required but, if given, shall not waive Management's right to terminate or insist on strict compliance. The following events shall constitute events of default:

- Failure to pay any sums due and owing by Tenant or Management pursuant to any terms of this Lease,
- Failure to perform, correct any defect or fulfill all or any part of the Lease, or its terms, conditions, obligations, provisions, rules or regulations each such breach constituting a default hereunder,
- Tenants abandonment of the Property,
- Providing false or misleading information on the rental application,
- Failure to occupy the Property and/or fulfill the full lease term for any reason
- Tenant's intentional or negligent destruction of the property or committing waste thereon; or
- Failure by Tenant to correct any defect.

B. If Tenant defaults hereunder Management shall have the right to terminate this Lease by giving written notice to Tenant and to pursue all available legal and equitable remedies to remedy the default. Such termination shall not release Tenant from any liability for any amount due under this Lease. Tenant shall surrender possession of the Property to Management promptly on the effective date of any termination notice, remove all possessions, motor vehicles, pets, and persons occupying the Property, return all keys to Management, and restore Management to quiet possession of the leased Property. Notwithstanding Management's termination due to Tenants default, Tenant shall remain liable for all rent and fees provided for herein as well as utilities and lawn care during vacancy, rental concession paybacks, damages exceeding normal wear and tear, costs of eviction, legal fees and costs of collections including any leasing fees and advertising costs incurred by Management as a result of Tenant's default.

C. All rent, fees, expenses, damages and liquidated damages shall be due immediately upon demand for payment.

D. Tenant agrees that Management may enter upon and take possession of and re-occupy the Property at the best rental price obtainable by reasonable effort, and for any term, and for any rent, upon such terms as Management deems proper. Tenant shall be liable to Management for the deficiency, if any, between Tenants rent hereunder and the rental rate so obtained by Management by reoccupying.

E. Any action hereunder by Management shall not prejudice any rights of action against Tenant as provided in this Lease or by law, and Management shall not be guilty of trespass or forcible entry as a result of such entry and repossession of the Property by Management or its agents.

F. Should Management file a dispossessory action to enforce payment of rent, any outstanding charge(s) or enforce the terms of the Lease other actions of the Tenant, Tenants agrees to pay One Hundred Seventy-Five Dollars (\$175.00) to reimburse the filing administrative expense Management has incurred as a result of Tenant's breach in addition to all costs of court, costs of process service and reasonable legal fees. Additionally, a court fee of One Hundred Seventy-Five Dollars (\$175.00) will be charged if personal appearance is required by Management or it's representative(s) as result of any dispossessory action.

1.21 LEGAL FEES AND COSTS OF COLLECTION

Whenever Management must enforce the terms of this Lease or any sums due herein are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs in connection therewith. If Management breaches this Lease, Management agrees to pay all costs of collecting of said sums if it must be collected by an attorney-at-law. If Tenant breaches this Lease, Tenant agrees to pay any unpaid charges (including charges allowed under this Lease and any damages to the Property) to Management within ten (10) days of notice of breach. Tenant hereby agrees to pay any and all legal expenses, attorney's fees and costs of collection of any unpaid charges, rent or damages owing under this Lease.

1.22 NO WAIVER

Any failure of Management to insist upon the strict and prompt performance of any covenants, terms or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Management's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Management for any such violation. No provision, covenant, term or condition of this Lease may be waived by Management unless such waiver is in writing and signed by Management.

1.23 DEFINITIONS

Unless otherwise specifically noted, the term "Management" as used in this Lease shall include its representatives, heirs, agents, licensees, employees, assigns, in addition to the Landlord and successors in title to Property. The term "Tenant" shall include Tenant's heirs and representatives. The terms "Management" and "Tenant" shall include singular and plural, corporations, partnerships, companies, trusts, entities or individuals, as may fit the particular circumstances. "Rent" shall include base rent as defined in Section 1.6, along with any other fee or charge, whether recurring or one-time as outlined herein including but not limited to: utility service charges, pet fees/pet rent, HOA fees, penalties, charges, additional rent, etc.

1.24 UNAUTHORIZED TENANT COMMUNICATION WITH PROPERTY OWNER

Without prior written authorization from the Agent, Tenant is strictly prohibited from communicating with the Property Owner in regards to Property, Lease, or Agent. Unauthorized communication with the Landlord is considered a violation of Lease and Tenant will be assessed a fee equal to 10% of one month's rent for each violation.

1.25 MOLD DISCLAIMER

Mold consists of naturally occurring microscopic organisms that reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the change of mold and mold growth.

CLIMATE CONTROL:

Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM, AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING, AND DISHWASHING
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING OR SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTSIDE
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/ SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING THEM INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE IS PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES

- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

1.26 INDEMNIFICATION

Tenant agrees to fully and completely, indemnify and hold harmless Management and the Owner against any and all injuries, damages, losses, suits and claims against Management or the Owner arising out of or related to: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury to property or persons happening in or to the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees, or licensees (except if such damage or injury is caused by the intentional wrongful acts of Management or the Owner) and Tenant covenants not to sue Management or the Owner with respect to any of these matters. For the purpose of this paragraph, the term "Management" shall include Management and Management's affiliated licensees and employees.

1.27 NOTICES

A. **Form:** All notices, including but not limited to: requests, acceptances, amendments, demands, and notices to terminate must be in writing and submitted via electronic means. All notices must be signed by the sender to be valid (typed signature of sender shall suffice).

B. **Deliver Address:** An "electronic means" notice to be sent by Tenant to Management should be sent to: **ocala@purepm.co**. Electronic means notice to be sent by Management to Tenant should be sent to: **brittanythomas3@yahoo.com**

(Notwithstanding the above, the delivery method and address for opt out notices for Management shall be to the Management's physical address: **2215 East Fort King Street, Suite A, Ocala, Florida 34471** and the opt out delivery address to the Tenant shall be the address of the "Property" as referenced herein and listed on page 1 of this Lease. All changes to a Tenant's email address, mailing address, phone numbers, or any contact information on record must be in writing and mailed to the other party or communicated by calling the Management's office.

C. **Receipt:** Electronic notices are deemed received on the day they are sent. A refusal or inability to deliver in the case of an inactive or terminated email account shall be deemed as received on the day of such refusal, rejection, or inability to deliver. Notices given under opt-out provisions shall be deemed as received on the actual date of such receipt. Notice to one Tenant shall be deemed as notice to all Tenants and Occupants of the Property.

D. **Miscellaneous:** Tenant acknowledges and agrees that as a condition of this Lease they are responsible for maintaining a viable email address and working telephone throughout the entire term of the Lease; for regularly checking their email account(s)/voice messaging services, and for managing all spam or similar electronic filters associated with Tenants email address/telephone such that any messages/notices from Management are properly received. Notices from Management are deemed received if sent to the email address provided by Tenant, even if not actually received by Tenant because of a spam filter or technological problem beyond Management's control. Failure of Tenant to maintain a working email and/or telephone for any period during the term of the lease will not provide Tenant with the valid ground for waiving or declining notice, and the Tenant will incur a fee of **\$25.00** plus any applicable fees for opt-out notices for each such occurrence within a 30-day period.

E. **Exclusion:** Notices to the Tenant by Management and the required method and timing, as outlined by local, state, or federal law are hereby excluded from this section. Notices by Management to show Property to prospective tenants or buyers may be given verbally to the Tenant or any occupants of the Property and must exceed 24 hours from the scheduled showing time.

1.28 PRIVACY, DISCLOSURE & CONSENT

Tenant agrees that information about him or her that is known to Management or contained in his or her Tenant file is not confidential, privileged or private. Tenant authorizes Management to disclose any information known or contained in the Tenant file to any law enforcement agencies who request such information, to prospective landlords or lenders who request such information in connection with approval of any rental application or home purchase, and to persons or parties who make a request for such information using discovery procedures in a civil action or subpoena in a criminal proceeding. Tenant agrees that Management shall have the right to pursue collection of any sums alleged due through employment of independent contractors as collectors and that such sums may be reported to any consumer reporting agency (credit bureau) and shown on Tenant's credit report. Tenant agrees that variances or inaccuracies in the amounts submitted for collection or reported to any credit bureaus do not constitute a violation of any federal or state laws pertaining to reporting or collection of such debts and that the amount alleged due may be amended or corrected at any time. Tenant agrees that Management or any such collector

or collection agency is expressly authorized to contact Tenant by any means to notify resident of the debt or attempt collection of the same and to communicate with third parties regarding the existence of the debt or location of the resident. Tenant agrees that management of any such collector is expressly authorized to obtain a consumer report (credit report) on Tenant and to obtain information on Tenants locating and employment in connection with the collection of any amounts claimed due under this Lease. Management's and collector's rights under this paragraph shall continue and survive independently beyond expiration of the term of this Lease.

1.29 AGENCY DISCLOSURE, SECURITY DISCLAIMER, AND ALTERATIONS OR IMPROVEMENTS

PURE Property Management of Florida is a licensed Florida real estate brokerage firm license #CQ1066924 and is the authorized agent of the owner for the purposes of managing Property in accordance with a separate management agreement, the termination of the management agreement shall not terminate this Lease. Tenant acknowledges and agrees that he/she is responsible for protecting their own interests and that no agency relationship exists with Tenant and that Management is solely representing the Owner. Tenant acknowledges and agrees that they have not relied upon any advice, representations or statements of Management and shall waive and not assert any claims against Management involving the same. Tenant agrees that Management shall not be responsible to advise Tenant on any matter including but not limited to the following: the law or legal rights under this Lease or a Tenant's rights, any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property or any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; school systems servicing the area, the availability and/or cost of utilities or community amenities; any condition(s) existing off the Property which may affect Property; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Management is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Management shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and those tasks clearly fall outside the scope of real estate brokerage services.

Security Disclaimer: Tenant acknowledges that: (1) crime can occur in any area including the area in which Property is located; and (2) while Management may from time to time do things to make Property reasonably safe, Management is not a provider or guarantor of security in or around Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: a) to be in good working order and repair; and b) reasonably safe for Tenant and Tenant's family members, guests and invitees knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Management of the same immediately in accordance with the terms of this Lease. As of the time the Tenant takes possession of the Property, if a security system exists on the Property, the Tenant agrees to be solely responsible for securing any desired monitoring services for such, and agrees to hold the Management and Owner harmless for any defects or malfunctions in the previously installed security system. The Tenant may not install a security system or make any repairs or alterations to an existing security system without the written approval of the Management. The Management is under no obligation to repair or replace the existing or newly installed security system.

Alterations or Improvements to the Property's Interior (painting, fixtures, etc.) and Exterior (satellite dishes, flag poles, etc.):

The Tenant hereby agrees not to make any alterations or improvements to the exterior or interior of the Property without the express written approval of the Management. This prohibition on alterations or improvements includes, but is not limited to:

- Interior – Painting walls, fixtures, flooring, and other such alterations or improvements to the interior of the Property; and
- Exterior – Satellite dishes affixed to the exterior, flag poles affixed to the exterior, and other such alterations or improvements to the exterior of the Property.

In the event of the Management approving an alteration or improvement at the request of the Tenant, the Tenant hereby agrees that any alteration or improvement will be made in a workmanlike manner, utilizing a qualified, licensed and insured contractor (with necessary permits). Additionally, the Tenant agrees that any alterations or improvements made by the Tenant will become a part of the Property and may not be removed without the express written approval of the Management.

For the purposes of this section, the Tenant is authorized by the Management to hang light-weight pictures, frames, and similar wall decorations, so long as their installation and removal does not cause damage to the walls of the Property.

1.30 TENANT'S CONDUCT TOWARDS MANAGEMENT

Tenant agrees to treat Management and its agents, employees, and representatives with a reasonable level of respect and will not badger, abuse, harass, threaten, or intimidate Management or its agents, employees, and representatives whether in-person, in writing, or over audio communications (phone, video conference, voice messages, etc.). Tenant agrees to not curse, use vulgar language, or act in a manner intended to abuse or intimidate Management or its agents, employees, and representatives. Tenant agrees that any violation of this section may result in a material breach of this Lease Agreement and Tenant will be responsible for any penalties under this Lease Agreement, including but not limited to forfeiture of their security deposit or an eviction action. Additionally, Tenant agrees that any of their actions that result in an assault, battery, aggravated battery, or any criminal act on Management or its agents, employees, and representatives will result in a material breach of this Lease Agreement and Management's reporting of the act to local law enforcement authorities. This section shall be binding on the Tenant and all the occupants of the Property and the Tenant's invitees and guests.

1.31 GENERAL PROVISIONS

- **A. Governing Law and Venue:** This Lease may be signed in multiple counterparts, physically or electronically, and shall be governed by and interpreted pursuant to the laws of the State of Florida. The parties hereby agree that any action necessary for the enforcement of this Lease shall be brought in the county in which the Property is located.
- **B. Entire Agreement:** This Lease and any attached exhibits and addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Management and Tenant agree that all prior leases or agreement are hereby novated.
- **C. Liquidated Damages:** Both Tenant and Management acknowledge and agree that throughout this Lease (including any addenda/exhibits) certain fees are associated with Tenants failure to perform/breach of term(s) of the Lease. Tenant and Management acknowledge that actual damages are difficult to estimate or prove in advance and that the parties intend that Tenants payment of said fee(s) would serve as liquidated damages to compensate Management for any breach by Tenant of its obligations herein and are not intended to serve as a penalty or punishment for any such breach.
- **D. Pets:** No pets or animals of any kind are permitted without written authorization from Management and approved through our pet screening processes. A Pet Addendum MUST be signed as authorization for any pets to be kept on Property.
- **E. Lead Based Paint:** For any dwelling located on the Property built prior to 1978, Tenant hereby acknowledges that they have read and received the Lead Based Paint Information at the following link provided by the EPA <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>.
- **F. Radon Gas:** Landlord is required by Section 404.056(8), Florida Statutes, to provide to Tenant the following notification and Tenant hereby agrees that such notification was provided by Landlord: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- **G. Moisture, Mold, & Mildew:** Tenant acknowledges that it is necessary for Tenant to maintain appropriate climate control, keep the Property clean, and take necessary measures to retard and prevent mold from accumulating in Property. Tenant agrees to clean and dust the Property on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: (a) any evidence of a water leak or excessive moisture in the Property, common hallways, storage room, garage or other common area; (b) any evidence of mold that cannot be removed with a common household cleaner; (c) any failure or malfunction in heating, ventilation or air conditioning, and (d) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Property and Tenant's personal property as well as any injury to Tenant and all occupants of the Property resulting from Tenant's failure to comply with the terms of this paragraph, and agrees to hold harmless, manager and Landlord from any and all claims arising.
- **H. Prohibiting the Recording of this Lease.** Tenant shall not record this Lease in the public records of any county. In the event that Tenant does so record this Lease, this Lease shall, at Landlord or Property Manager's option, terminate immediately and Landlord and Property Manager shall be entitled to all rights and remedies that it has at law or in equity.
- **I. Time is of the Essence:** Time is of the essence of this Lease.
- **J. Joint and Several Liability:** All obligations of the Tenant and Tenants, are joint and several and may not be waived or apportioned except by written assent of Management.
- **K. Sublet and Assignment:** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Management.
 - This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out and this Lease shall create a usufruct only and not an estate for years.
- **L. Payments on Account:** Tenant and Management acknowledge and agree that acceptance by Management of less than the total amount owed by Tenant on his/her account with Management shall be deemed to be a partial payment of that month's account balance only and shall in no way constitute accord and satisfaction nor will Management's acceptance of a partial amount forfeit Management's right to collect any balance due despite any endorsement, stipulation or statement on a Tenants check or other payment method. Management may accept any partial payment with any conditional endorsement without prejudice to the right to recover the balance remaining due or pursue any other remedy available.
- **M. Mutual Non-Disparagement/Representations:** Tenant and Management mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks, statements or publications regarding the other to any third-party individual, publication or internet site. This provision relates to remarks, statements, comments and/or publications regarding this Lease or either party's performance under this Lease or subsequent to any termination of this Lease. If any dispute arises regarding whether any remark, statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below that any remark, statement or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within two days of said request. Tenant and Management mutually agree that damages for failure to comply with this provision shall be liquidated at Twenty-Five Dollars (\$25.00) per day for each remark, statement, publication that is disparaging or is not removed within two days of said removal request. Tenant and Management further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunction, notwithstanding any rights under the First Amendment to the United States and Florida Constitutions, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees and costs against the other. The foregoing provision is not applicable to any comments or statements made by Management when contacted by future prospective landlords of the Tenant for reviews and verification of rental history or relationship.
- **N. Purchase & Sale:** Tenant acknowledges that Management has an exclusive brokerage relationship with the owner of the Property,

which includes the payment by Owner to Management of a real estate commission if Tenant purchases the Property. Tenant agrees to communicate solely with Management regarding any interest or offers to purchase said Property. Should Tenant contract with another real estate agent to represent him/her in the purchase of this Property, Tenant agrees to pay their agent personally and not look to the Owner/seller, or Management, for their agent's compensation. Should Tenant breach this stipulation, and purchase the Property without the inclusion of Management, Tenant agrees to pay Management for damages, including but not limited to a real estate commission of six percent (6%) of the sales price, plus collection costs, court costs, and attorney fees. This commission obligation shall survive termination of this Agreement.

- **O. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- **P. Lease Authority:** All parties acknowledge and agree that Management is authorized by the owner of the Property to grant a lease of the Property, manage this Lease, and serve as Landlord of the Property. This Lease is between Tenant and Management, the Owner has no authority over the Lease and Tenant agrees not to communicate with the Owner while this Lease is effective. In the event that the Management relationship is terminated with the Owner during the term of this Lease, Tenant hereby releases Management of and from any liability under this Lease, provided Management has provided notice to Tenant of the termination, including in said notice the following: (1) effective date of termination; (2) name and address to whom rent is to be sent; (3) the contact information of the person responsible for repairs; and (4) copy of check turning over Tenants Security Deposit to Owner or new manager. At the discretion of the Owner, this Lease and any subsequent renewals thereof, may be assigned to another Management company and shall remain binding on the Tenant.
- **Q. Calls Recorded for Quality Assurance, Record Keeping, and Training:** Tenant, hereby acknowledges that for the purposes of quality assurance, record keeping, or training, all telephone calls made to any of Management's phone numbers are recorded. Tenant hereby provides consent to be recorded if inbound calls are placed to Management.
- **R. Privacy Policy:** By entering into this Agreement, Tenant agrees to Management's Privacy Policy, located at <https://www.rpm-fl.com/privacy-policy/>. Tenant also agrees that Management reserves the right to amend and update this Privacy Policy in the future.

1.32 SPECIAL STIPULATIONS

- **A. Washer and/or dryer**, if present on property, are provided as a courtesy. They are not a requirement of this lease and the Landlord does not guarantee their functionality. Landlord is not responsible to make any repairs to or replace the washer and/or dryer.
- **B. Non-Smoking Property** - Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or any attached porch, carport, garage or miscellaneous building where the Tenant's dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. A breach of this lease stipulation shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord.
"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purposes of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
- Tenant responsible for pest control
-
-

By initialing below, you acknowledge and agree to the terms in Section 1.

X BA
BRITTANY L. ADAMS

2. Resident Benefits Package

2.1 RESIDENT BENEFITS PACKAGE OVERVIEW

Management has developed a Resident Benefits Package ("Tenant Benefit Package" or "Tenant's Benefits Package"), which includes a Tenant

Insurance Benefit, and Payment and Service Benefit for the Tenant. All rental units are automatically included in the **Management Tenant Benefits Package and therefore subject to a fee of \$39.00 per month**, which shall be paid along with the Tenant's monthly rent payment. Charges shall be payable by the Tenant immediately upon notice without exception. If for any reason the Tenant does not pay their rent, Tenant Benefits Package fee, any other outstanding balance associated with the lease in full, or vacates or abandon Property then the Tenant Benefits Package, including the insurance benefit for the leased premises and Tenants associated with the leased premises will be considered 'not in force' and Tenant shall be in breach of this Lease Agreement. The Tenant's Benefits Package is governed by the Tenant's Lease Agreement and all terms, fee provisions and conditions apply.

2.2 OPT-OUT

If Tenant chooses to Opt-Out of the Management master Tenant policy then Tenant shall be responsible for paying all charges of the Management master Tenant policy associated with the Tenant Benefits Package up until the date the Tenant provides the required and acceptable proof of insurance and terms by Management. Such policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to Management. The Tenant's insurance company shall deliver to Management, Certificates of Insurance evidencing the existence and continuation of coverage and shall name Management as additional insured and shall expressly provide that any interest of the same therein shall not be affected by any breach by the Tenant of any policy provisions. Further, all insurance policies shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Management in the event of a material alteration to or cancellation of the policies. Once Management receives and accepts the required insurance, Management will remove Tenant from the Management master insurance policy and Tenant will be opted-out of the insurance portion of the Tenant's Benefit Package and Tenant shall not be responsible for the insurance portion of the Tenant Benefits Package.

The Tenant will still be responsible for the Payment and Service Benefit charge associated with the Tenant Benefits Package. (Limited Tenant's Benefit Package). The cost of the Payment and Service Benefit associated with the Tenant Benefits Package is **\$27.00 per month**. If for any reason, the Tenant's policy or policies is canceled, Management reserves the right to force place Tenant insurance for the Tenant at the Tenant's expense for any premiums, fees, charges associated with such forced placement and coverage. Tenant's failure to pay any such fees will result in a material breach of the Lease Agreement.

2.3 INSURANCE DISCLAIMER

Management's insuring company and broker have the right and full authority to change, amend, modify or cancel; coverage's, limits, benefits, waivers, requirements, cost, master insurance policy, and Tenant's Benefit Package at any time and Tenant shall agree to comply with any such changes at that time. Tenant insurance is non-transferable to other Tenants, leased units, or properties. The Tenant Master Policy is in excess of any existing Renters insurance coverage available. The underwriting insurance company is responsible for all claims handling and claim decisions. Management is not an adjuster and does not pay claims or make claim decisions. If the Tenant chooses to purchase additional coverage to protect their own interests or property over and above the insurance benefit provided by Management, the Tenant can procure a renters insurance policy at their expense. This is not intended to replace a Tenant's personal property or liability insurance policy. All Tenants should consult an insurance professional to evaluate and determine personal insurance needs.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes a claim for the proceeds of an insurance policy, containing false, incomplete or misleading information is guilty of a felony.

The Tenant agrees that Management shall have the right and authority (without, however, any obligation to do so) to procure insurance, which charges shall be payable by Tenant immediately upon notice and Tenant further agrees that Tenant has accepted the information about the insurance from the Lease Agreement.

2.4 MANAGEMENT TRANSITION

Owners could sell the Property managed by another company, Owners could cancel their contract with Management as their property manager or Management could choose not to manage the Property for the Owner, so once the Tenant receives the notification of this change it is important that Tenant understands that all benefits associated with the Tenant Benefit Package, including insurance will cease and not be in-force, so Tenant should purchase insurance elsewhere if they choose to do so.

2.5 COMMISSION DISCLOSURE

To comply with the Florida Real Estate Commission, Tenants should consider this notice that on occasion, Management may receive incentives, reimbursements, referral fees, or cash payments from business associates including cable companies, internet service providers, contractors, and vendors to refer or participate in joint business arrangements relating to repairs, inspections, improvements, maintenance, referrals, or group marketing efforts. These incentives can range from 2% to 10% of the total price. If you have any questions about the program please email Management at ocala@purepm.co.

2.6 TENANT AGREEMENT AND ACKNOWLEDGEMENT

The Tenant agrees and understands that the Tenant's Benefits Package and all benefits associated with the Tenant Benefits Package including the insurance benefit will cease and not be in-force if:

1. Tenant fails to pay fees associated with the Tenant's Benefits Package;
2. Tenant vacates the Property at-will or is forced to leave; and
3. Management is not the Property management company contracted to manage the Property occupied by the Tenant.

By initialing below, you acknowledge and agree to the terms in Section 2.

X BA
BRITTANY L. ADAMS

3. Resident Benefit Package Addendum

3.1 RESIDENT AND LANDLORD MUTUALLY AGREE

The Resident Benefit Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations.

Resident is required to maintain liability insurance at all times during occupancy. If Resident would like the required insurance included as part of the monthly cost, please choose PLAN A. If Resident would prefer to secure their own insurance, along with the necessary additional insured endorsements, and provides proof of their own insurance, choose PLAN B. Resident's liability insurance must contain a minimum of \$100,000 in Tenant Liability Coverage and a minimum of \$10,000 in Bodily Injury Liability Protection.

3.2 PLEASE SELECT PLAN A OR PLAN B FROM THE OPTIONS BELOW:

XX **Plan A (\$39/month) Includes:**

1. **Build your credit score:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Resident understands that any disputes will be handled directly between Resident and the third-party service.

2. **Pinata Resident Rewards:** Resident acknowledges that a Resident rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Resident's sole discretion through use of a mobile application provided by the rewards provider. Pinata Rewards will provide Resident with available rewards as a preferred customer of Landlord.

3. **Tenant Liability Insurance Policy:** (includes)

a. \$20,000 Renter Content Coverage (\$250 deductible) under the property management company master policy. Policy coverage is based on replacement cost.

b. \$100,000 Tenant Liability Insurance Coverage under the property management company master policy.

c. \$10,000 Renters Bodily Injury Coverage (\$250 deductible).

4. **HVAC Filter Delivery:** Resident is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Landlord and will be mailed directly to the property approximately every 90 days. Resident shall properly install the filter within two (2) days of receipt. Resident hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Resident cannot properly or timely install a filter Resident shall immediately notify Landlord in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system.

5. **\$1M ID Protection:** By executing this agreement, you are agreeing to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

6. **Late Fee Forgiveness:** One-time late fee forgiveness per calendar year.

7. **Resident Portal:** Personalized Online Portal to conveniently submit all maintenance requests, payments and electronic documents by using your computer or smartphone.

8. **Emergency Maintenance Services:** Dedicated after-hours maintenance emergency number where you can call in and speak to a person who will assist with the situation.

 Plan B (\$27/month) Includes:

1. **Build your credit score:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Resident understands that any disputes will be handled directly between Resident and the third-party service.

2. **Pinata Resident Rewards:** Resident acknowledges that a Resident rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Resident's sole discretion through use of a mobile application provided by the rewards provider. Pinata Rewards will provide Resident with available rewards as a preferred customer of Landlord.

3. **HVAC Filter Delivery:** Resident is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by Landlord and will be mailed directly to the property approximately every 90 days. Resident shall properly install the filter within two (2) days of receipt. Resident hereby acknowledges that the filters are dated to verify replacement and are subject to inspection by Landlord upon reasonable notice. If at any time Resident cannot properly or timely install a filter Resident shall immediately notify Landlord in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system.

4. **\$1M ID Protection:** By executing this agreement, you are agreeing to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

5. **Late Fee Forgiveness:** One-time late fee forgiveness per calendar year.

6. **Resident Portal:** Personalized Online Portal to conveniently submit all maintenance requests, payments and electronic documents by using your computer or smartphone.

7. **Emergency Maintenance Services:** Dedicated after-hours maintenance emergency number where you can call in and speak to a person who will assist with the situation.

Under Plan B, Resident is responsible to provide a certificate of insurance to the Property Manager upon lease signing and with all renewals. In the event a copy of the insurance policy or certificate of insurance is not provided when requested, Resident will AUTOMATICALLY be enrolled in PLAN A to ensure proper coverage.

By signing below, you acknowledge and agree to the terms in Section 3.

X *Brittany Adams*

Lessee

IP Address: 166.194.200.22
09/01/2023 03:38pm EDT

4. Lease Addendum

4.1 SECURITY DEPOSIT WAIVER

XX YES \$ 58.00 You waive payment of the security deposit of \$ in lieu of the indicated monthly payment.

___ NO You agree to post the security deposit required by the Landlord

4.2 TERMS

This Lease Addendum is attached to and becomes a part of the Residential Lease Agreement ("Lease Agreement") between Landlord ("Landlord") and Renter ("You"). Both parties are bound by the terms of this Lease Addendum.

Your Lease Agreement also contractually requires that You post a Security Deposit to secure compliance with the terms and conditions of your Lease Agreement. The Security Deposit may be used by Landlord as reimbursement for amounts contractually recoverable from You under your Lease Agreement. In lieu of the Security Deposit, Landlord offers to waive the one-time Security Deposit in exchange for payment of the monthly fee indicated above for the term of the Lease Agreement. This waiver does not waive the requirement that You adhere to the terms and conditions of your Lease Agreement. In the event the Property Management contract is terminated, the monthly fee referenced herein will cease and the Property Owner may require You to post a Security Deposit.

By signing below, you acknowledge and agree to the terms in Section 4.

X *Brittany Adams*

Lessee

IP Address: 166.194.200.22
09/01/2023 03:38pm EDT

5. Septic Tank Addendum

5.1 ADDENDUM PARTIES

This addendum is attached hereto and made a part of a lease between

PURE Property Management of FL (hereinafter "LANDLORD") and

BRITTANY L. ADAMS (hereinafter "Tenant")

on the Property located at:

14535 SW 20 Place
Ocala, FL 34481

5.2 SPECIFIC SEPTIC TANK CARE

- A -Only three items are safe to flush down any of the toilets at the Property: 1) human waste; 2) toilet paper; and 3) septic system treatments (enzymes).
- B -Septic system treatments (eg: Rid-X, Septi-Pak), which can be purchased at most grocery and hardware stores, ensure proper bacteria levels in the septic tank. TENANT is responsible to flush an appropriate septic system treatment (refer to manufacturer's instructions) down the toilet one time per month at the TENANT's expense, for the duration of the lease. TENANT is to alternate treatments between toilets if there is more than one toilet at the Property.
- C -The following items must never be flushed down any toilet or disposed of down any drain line at the Property as they can kill the helpful bacteria in the septic tank, corrode drain line pipes and can clog the drain lines resulting in failure of the entire septic tank system: paper towels, grease, coffee grounds, sand, pet and human hair, tampons, sanitary napkins, dental floss, food, condoms, toys, bottle caps, paint, corrosive chemicals (eg: bleach, cleaners, laundry detergents), any kind of liquid or tablet cleaning chemical that is stored in the toilet tank and any other item not specifically set forth in paragraph "A" of this Addendum.

5.3 ACKNOWLEDGE AND AGREEMENT

TENANT(s) hereby acknowledges and understands the specific care that is required to keep the septic tank system at the Property in good working order and agrees to fully comply with the requirements set forth in this Addendum. TENANT agrees to promptly notify LANDLORD in writing of any failure of the septic tank system. TENANT(s) further acknowledges and agrees that it shall be liable for all damage to the septic tank system due to the intentional or negligent acts by the TENANT(s), its invitees, guests, agents or licensees.

By signing below, you acknowledge and agree to the terms in Section 5.

X *Brittany Adams*

Lessee

IP Address: 166.194.200.22
09/01/2023 03:38pm EDT

6. Signatures and Acceptance

6.1 SIGNATURES

IN WITNESS WHEREOF, THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND THAT THEY AGREE TO BE LEGALLY BOUND AND ABIDE BY THE REPRESENTATIONS, COVENANTS, PROMISES AND WARRANTIES CONTAINED HEREIN.

X *Brittany Adams*

Lessee

IP Address: 166.194.200.22
09/01/2023 03:38pm EDT

X *Koreen K. Kowalsky*

Lessor

IP Address: 67.231.57.9
09/06/2023 01:53pm EDT