



APARTMENT LEASE CONTRACT



Date of Lease Contract: August 6, 2022  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):  
Alexandria Nobiling, Nicholas Bibb  
  
  
  
  
  
  
  
  
  
and us, the owner: NEXmetro Suncoast, LLC  
  
  
  
  
  
  
  
  
  
(name of apartment community or title holder). You've agreed to rent Apartment No. 1800, at 1810  
Suncoast Crossings Isle 1  
  
  
(street address) in Odessa  
(city), Florida, 33556 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" 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 successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The ☐ Owner or ☐ Manager of these apartments is \_\_\_\_\_  
  
  
whose address is \_\_\_\_\_  
  
\_\_\_\_\_. Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: \_\_\_\_\_  
  
\_\_\_\_\_.  
  
Notice to the tenant must be delivered to the Resident's address as shown above.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 days without our prior written consent. *If the previous space isn't filled in, two days per month is the limit.*

3. **LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.**  
The initial term of the Lease Contract begins on the 11th day of August, 2022, and ends at 11:59 p.m. the 30th day of September, 2023. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 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 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 \$ 2074.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to 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 than 60 days before the end of the lease term if the lease will not be renewed.

**Month-to-Month Tenancies:** In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require 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 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 prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

**Saint Petersburg:** Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 21 days' prior to the end of the monthly rental period. If you fail to provide us at least 21 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

**Miami-Dade County, Broward County, City of Lake Worth Beach:** Either party may terminate the month-to-month tenancy by giving the other party not less than 60 days' written notice prior to the end of any monthly period. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 60 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. This paragraph is only applicable if the dwelling unit is located in the following localities: Miami-Dade County, Broward County, and the City of Lake Worth Beach.

**City of Tampa:** Either party may terminate the month-to-month tenancy by giving the other party at least 30 days' written notice prior to the end of any monthly period. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. This paragraph is only applicable if the dwelling unit is located in the City of Tampa.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 500.00, due on or before 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 option]:

- ☒ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: PNC Bank N.A.  
  
whose address is 249 Fifth Avenue,  
Pittsburgh, PA 15222  
\_\_\_\_\_; OR
- ☐ 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 of 5 percent per year, simple interest, whichever the landlord elects.

- ☐ 3. In a commingled account at the following bank \_\_\_\_\_  
  
whose address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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 1 apartment key(s), 1 mailbox key(s), 1 FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.
6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 2074.00 per month for rent, payable in advance and without demand:  

☐ at the on-site manager's office, or  
☒ at our online payment site, or  
☒ at www.avillasuncoast.com/  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prorated rent of \$ 1404.97 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 3rd day of the month, you'll pay a late charge. Your late charge will be *(check one)* ☐ a flat rate of \$ 207.40 or ☒ 10 % of your total monthly rent payment. You'll also pay a charge of \$ 100.00 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:  

☐ water ☐ gas ☐ electricity ☐ master antenna.  
☐ wastewater ☐ trash ☐ cable TV  
☐ other \_\_\_\_\_
- 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.
8. **INSURANCE.** 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 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 *[check one]* ☒ required to purchase personal liability insurance ☐ 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
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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 furnished to you at or before signing will become a part of this 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 re-rented.

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 is not a waiver.

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 yourself 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. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. 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 request.

**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): \_\_\_\_\_

**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.

**Liens for Improvements.** The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease **DOES NOT** allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

**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 soon 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 24 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.

**Recycling Program Disclosure Notification.** Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

**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 non-compliance 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 non-compliance 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. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- L. **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, claim, counterclaim, demand, action or cause of action 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.

**42.CONTACTING YOU.** By signing this Lease Contract, you are agreeing 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.OBLIGATION 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; unpaid contractual fees, early termination charges, or liquidated damages if applicable; 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 burned-out 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; late-payment 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 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.

**You are legally bound by this document.  
Read it carefully before signing.**

**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 notice purposes**

**1810 Suncoast Crossings Isle**

**Odessa, FL 33556**

**(813) 640-0925**

**Name and address of locator service** *(if applicable)*









ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. 1800, 1810 Suncoast Crossings Isle 1  
Odessa (city), Florida, 33556 (street address) in (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 6, 2022

Owner’s name: NEXmetro Suncoast, LLC

Residents (list all residents): Alexandria Nobiling, Nicholas Bibb

*(This area contains horizontal lines for additional special provisions.)*

<b>Resident or Residents</b> <i>(All residents must sign)</i>	<b>Date of Signing Addendum</b>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

<b>Owner or Owner’s Representative</b>	<b>Date of Signing Addendum</b>
<hr/>	<hr/>





INVENTORY AND CONDITION FORM



DWELLING UNIT DESCRIPTION. Unit No. 1800, 1810 Suncoast Crossings Isle 1 (street address) in Odessa (city), Florida, 33556 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: August 6, 2022 Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents): Alexandria Nobiling, Nicholas Bibb

WITHIN 48 HOURS AFTER MOVE-IN, YOU MUST NOTE ON THIS FORM ALL DEFECTS, DAMAGE, OR SAFETY OR PEST-RELATED CONCERNS AND RETURN IT TO OUR REPRESENTATIVE. OTHERWISE, EVERYTHING WILL BE CONSIDERED TO BE IN A CLEAN, SAFE, AND GOOD WORKING CONDITION. PLEASE MARK THROUGH ITEMS LISTED BELOW OR PUT "NONE" IF THE ITEMS DON'T EXIST. THIS FORM PROTECTS BOTH YOU (THE RESIDENT) AND US (THE OWNER). WE'LL USE IT IN DETERMINING WHAT SHOULD AND SHOULD NOT BE CONSIDERED YOUR RESPONSIBILITY UPON MOVE-OUT. YOU ARE ENTITLED TO A COPY OF THIS FORM AFTER IT IS FILLED OUT AND SIGNED BY YOU AND US.

Resident's Name: Alexandria Nobiling Home Phone: Work Phone: Resident's Name: Nicholas Bibb Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone: Resident's Name: Home Phone: Work Phone:

Move-In or Move-Out Condition (Check one)

Living Room

Walls Wallpaper Plugs, Switches, A/C Vents Woodwork/Baseboards Ceiling Light Fixtures, Bulbs Floor/Carpet Doors, Stops, Locks Windows, Latches, Screens Window Coverings Closets, Rods, Shelves Closet Lights, Fixtures Lamps, Bulbs Water Stains on Walls or Ceilings Other

Kitchen

Walls Wallpaper Plugs, Switches, A/C Vents Woodwork/Baseboards Ceiling Light Fixtures, Bulbs Floor/Carpet Doors, Stops, Locks Windows, Latches, Screens Window Coverings Cabinets, Drawers, Handles Countertops Stove/Oven, Trays, Pans, Shelves Vent Hood Refrigerator, Trays, Shelves Refrigerator Light, Crisper Dishwasher, Dispensers, Racks Sink/Disposal Microwave Plumbing Leaks or Water Stains on Walls or Ceilings

Other

General Items

Thermostat Cable TV or Master Antenna A/C Filter Washer/Dryer Garage Door Ceiling Fans Exterior Doors, Screens/Screen Doors, Doorbell Fireplace Other

Dining Room

Walls Wallpaper Plugs, Switches, A/C Vents Woodwork/Baseboards Ceiling Light Fixtures, Bulbs Floor/Carpet Doors, Stops, Locks Windows, Latches, Screens Window Coverings Closets, Rods, Shelves Closet Lights, Fixtures Water Stains on Walls or Ceilings Other

Halls

Walls Wallpaper Plugs, Switches, A/C Vents Woodwork/Baseboards Ceiling Light Fixtures, Bulbs Floor/Carpet Doors, Stops, Locks Closets, Rods, Shelves

Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Exterior** *(if applicable)*

Patio/Yard \_\_\_\_\_  
Fences/Gates \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_

Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_

**Safety-Related Items** *(Put "none" if item does not exist)*

Door Knob Locks \_\_\_\_\_  
Keyed Deadbolt Locks \_\_\_\_\_  
Keyless Deadbolts \_\_\_\_\_  
Keyless Bolting Devices \_\_\_\_\_  
Sliding Door Latches \_\_\_\_\_  
Sliding Door Security Bars \_\_\_\_\_  
Sliding Door Pin Locks \_\_\_\_\_  
Doorviewers \_\_\_\_\_  
Window Latches \_\_\_\_\_  
Porch and Patio Lights \_\_\_\_\_  
Smoke Detectors (push button to test) \_\_\_\_\_  
Alarm System \_\_\_\_\_  
Fire Extinguishers (look at charge level-BUT DON'T TEST!) \_\_\_\_\_

Garage Door Opener \_\_\_\_\_  
Gate Access Card(s) \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_

*or*

**Date of Move-Out:** \_\_\_\_\_







ANIMAL ADDENDUM



Date: August 6, 2022  
(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).

1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
(city), Florida, 33556 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. A. ☐ NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling unit or dwelling unit community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked you affirmatively represent and warrant that as of the date of this Lease and throughout the term of the Lease each of the animals described below is suited for living in an apartment community; does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to your ownership or possession of the animal. You understand and agree that our approval of the animal to live in the apartment is expressly conditioned upon truthful disclosures and representations 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 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 in the dwelling until the Lease Contract expires.

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 the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ \_\_\_\_\_ will be charged. We ☒ 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 ☒ 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.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 25.00. The monthly rent amount in the Lease Contract ☒ includes ☒ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ 300.00 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, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other 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 community.

Animal's name: Autumn  
Type: Dog  
Breed: Labrador Retriever  
Color: Red  
Weight: 60.00 Age: 10  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Animal's name: Indi  
Type: Cat  
Breed: Siamese  
Color: White  
Weight: 9.00 Age: 2  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No unauthorized pets. All pets must be preapproved and registered at the leasing office, prior to moving in to Avilla Suncoast Apartments. There is a maximum of three (3) pets per unit. Avilla Suncoast Apartments does not allow visiting pets. Pet violations are \$100 each.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_

- 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.

- 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.

**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.

**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:

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.

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 services.

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.**

<div><div><div><b>Resident or Residents</b> <i>(All resident's must sign)</i></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div>	<div><div><div><b>Owner or Owner's Representative</b> <i>(Signs below)</i></div><div><div></div></div></div></div>
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UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 6, 2022 between NEXmetro Suncoast, LLC

("We" and/or "we" and/or "us") and Alexandria Nobiling, Nicholas Bibb

("You" and/or "you") of Unit No. 1800 located at 1810 Suncoast Crossings Isle 1 (street address) in Odessa, FL 33556

and is in addition to all terms and conditions in the Lease. 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.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
- a) **Water** service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☒ 3rd party billing company if applicable Conservice
  - b) **Sewer** service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☒ 3rd party billing company if applicable Conservice
  - c) **Gas** service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - d) **Trash** service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☐ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - e) **Electric** service to your dwelling will be paid by you either:
    - ☒ directly to the utility service provider; or
    - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - f) **Stormwater** service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - g) **Cable TV** service to your dwelling will be paid by you either:
    - ☒ directly to the utility service provider; or
    - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - h) **Master Antenna** service to your dwelling will be paid by you either:
    - ☒ directly to the utility service provider; or
    - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - i) **Internet** service to your dwelling will be paid by you either:
    - ☒ directly to the utility service provider; or
    - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - j) **Pest Control** service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☒ If flat rate is selected, the current flat rate is \$ 5.00 per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_
  - k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
    - ☐ directly to the utility service provider; or
    - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
      - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
      - ☐ 3rd party billing company if applicable \_\_\_\_\_

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here  
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

New Account Fee:	\$ <u>20.00</u>	(not to exceed \$ <u>20.00</u> )
Monthly Administrative Billing Fee:	\$ <u>4.25</u>	(not to exceed \$ <u>5.00</u> )
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ <u>10.00</u>	(not to exceed \$ <u>10.00</u> )

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. 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 Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants and/or the identity of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the 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. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

[illegible]



[illegible]

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Management \_\_\_\_\_

Date \_\_\_\_\_



## BED BUG ADDENDUM

Date: August 6, 2022  
(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.*

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
(city), Florida, 33556 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. 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 pest-control 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.





## 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 uncleanness 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.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
(city), Florida, 33556  
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(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.

10. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

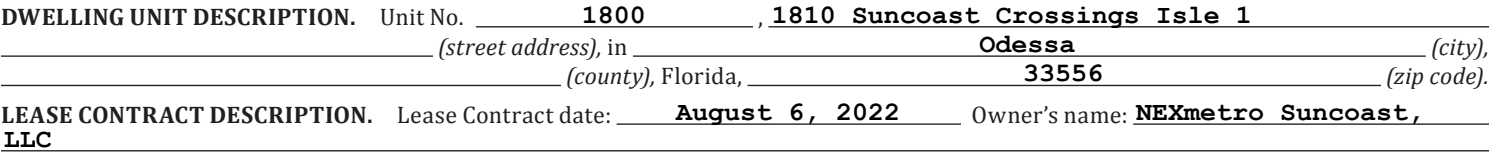
**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

**Date of Lease Contract**

**August 6, 2022**





Residents (list all residents): Alexandria Nobiling, Nicholas Bibb

Date you will move out and surrender premises: \_\_\_\_\_

- 1. CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.
- 2. DATE OF SURRENDER.** Under the Lease Contract, you surrender the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
  - turn in all keys/access devices where you pay the rent;
  - the move-out date has passed and no one is living in the dwelling;
  - abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

- 3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.
- 4. HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.
- 5. CLEANING.** Under the Lease Contract, you must leave the dwelling unit in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.
- 6. FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.
- 7. RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

- 8. PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.

- 9. 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.

- 10. REASONS FOR MOVING.** *(Optional)*

- 11.SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

## Your Signature or Signatures

**Your Forwarding Address**  
(You must provide this information.)

You may be contacted now at:

Home phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Work phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Date when you delivered this notice: \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b> Owner's representative who received notice:  _____ Date notice was received: _____ Move-out date was <input type="checkbox"/> approved or <input type="checkbox"/> disapproved
--

Owner’s Acknowledgment of Receiving Move-Out Notice  
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. 1800 in NEXmetro Suncoast, LLC  
(name of apartment community), or street address (if house, duplex, etc.):

Date of intended move-out: . If move-out is approved, prorated rent (if any) through move-out date: \$

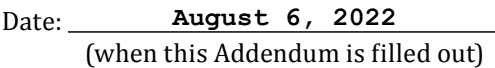
If your move-out notice does not comply with the Lease Contract and we haven’t given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- ☐ We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- ☐ We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- ☐ We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: Signature of our representative:



## 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
 \_\_\_\_\_ (street address) in  
Odessa  
 (city), Florida, 33556  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents):  
**Alexandria Nobiling, Nicholas Bibb**

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. ASBESTOS.** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

**4. FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

**5. COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

**Resident(s)**  
*(All residents must sign)*

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**Owner or Owner's Representative**

### Date of Signing Addendum

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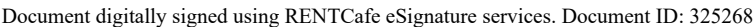
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### Date of Signing Addendum

Florida/National Apartment Association Official Form, July 2018  
© 2018, National Apartment Association, Inc.





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.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
(city), Florida 33556  
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **NUMBER AND SIZE.** You may install 0 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.
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







LEASE ADDENDUM FOR  
GARAGE, CARPORT AND/OR STORAGE UNIT



1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
\_\_\_\_\_  
(city), Florida, 33556 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Addendum is as follows:  
Begins on \_\_\_\_\_, \_\_\_\_\_ and  
ending on \_\_\_\_\_, \_\_\_\_\_.

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. PREMISES. The Premises as defined herein, shall be an enclosed garage, a carport and/or storage unit (hereinafter referred to as the "Premises):

- ☐ garage or carport attached to the dwelling;  
☒ garage space number(s) \_\_\_\_\_;  
\_\_\_\_\_  
☐ carport space number(s) \_\_\_\_\_;  
\_\_\_\_\_  
and/or  
☒ storage unit space number(s) 1C  
\_\_\_\_\_.

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.

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, water, mold, mildew, microbial growth, 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.

**Resident or Residents**  
*(All residents must sign here)*

**17. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident will be issued one (1) garage remote. Garage Remote Replacements are available for \$100 each.**

**Owner or Owner's Representative**  
*(signs here)*

**Date of Lease Contract**

**August 6, 2022**



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: NEXmetro Suncoast, LLC

Resident(s): Alexandria Nobiling, Nicholas Bibb

Dwelling No./Address: #1800, 1810 Suncoast Crossings Isle 1, Odessa, FL 33556

Lease Date: 08/06/2022

**I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.**  
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**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.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

- II. POOL.** This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
  - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
  - For their safety, Residents should not swim alone.
  - Pool hours are posted at the pool.
  - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
  - Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
  - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
  - Resident(s) must accompany their guests.
  - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER.** This Community ☐ **DOES;** ☒ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
  - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
  - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
  - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
  - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
  - Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
  - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
  - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.
- Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

- IV. PACKAGE RELEASE.** This Community ☐ **DOES;** ☒ **DOES NOT** accept packages on behalf of Residents.
- 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.



- 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 1 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 24 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 30 feet from any building (if the preceding space is blank, a minimum of 10 ft from any building is required or as amended or otherwise specified in the Florida State Fire Code).** 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. No hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.
  - **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.

**XIV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
All non-electric grills are prohibited on patios and balconies. Any recreational vehicles, boats, and/or trailers cannot be parked/stored at any time on the property without prior management approval.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Owner Representative

\_\_\_\_\_  
Date





**SURETY BOND ADDENDUM**  
*Becomes part of Lease Contract*



Date: August 6, 2022  
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the Lease Contract, 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.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

**Resident or Residents**  
*(All residents must sign here)*

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

**Owner or Owner’s Representative**  
*(signs here)*

\_\_\_\_\_

**Date of Lease Contract**

August 6, 2022









LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
(city), Florida, 33556  
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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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. **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 \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.
4. **REQUIRED POLICY.** 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 \$ 1000000.00, from a carrier with an AM Best rating of

A-VII or better, licensed to do business in Florida. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **We may provide you with information of an insurance program that we make available to residents, which 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.**
6. **SUBROGATION ALLOWED.** 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.
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. **DEFAULT.** Any default under the terms of this Addendum 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.
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 between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
10. **SPECIAL PROVISIONS:** If at any time Resident does not have minimum required insurance, Resident is in breach of the Lease Agreement and Landlord shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage for damage caused by resident, resident's occupants (including pets) and guests, and seek reimbursement from the Resident in the form of a \$50 monthly Lease Violation Fee for all costs and administrative expenses associated with such purchase. Insurance certificate must include as party of interest, Avilla Suncoast, Bainbridge Management Group, LLC, P.O. Box 3687, Coppell, TX 75019 and their respective agents and employees as additional insured.  
\_\_\_\_\_  
\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents  
(All residents must sign here)

Owner or Owner's Representative  
(signs here)

Date of Lease Contract

August 6, 2022





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



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
\_\_\_\_\_  
(city), Florida, 33556  
\_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
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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. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- ☒ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 150.00 non-refundable fee.
- ☐ **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 you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- ☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- ☒ If a remote control is lost, stolen or damaged, a \$ 150.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 150.00 deduction from the security deposit.
- ☐ If a card is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** 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 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, 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 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.

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- 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.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Each resident will be issued one gate  
remote. A fee of \$150 will be charged at  
move out for any unreturned or damaged  
gate remote. A fee of \$150 will be charged  
for any lost or damaged gate remote. One  
mail key will be issued per leaseholder,  
and a fee of \$25 to replace, or if mail  
keys are not returned at move out.

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

**Date of Lease Contract**

**August 6, 2022**





LEASE ADDENDUM  
FOR INTRUSION ALARM



1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
(city), Florida, 33556  
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb

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. INTRUSION ALARM. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) ☐ required or ☒ optional. You are responsible for all false alarm charges for your dwelling.
4. PERMIT FROM CITY. You (check one) ☐ do or ☒ do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
5. FOLLOW INSTRUCTIONS. You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions ☐ are attached or ☐ will be provided to you when you move in.
6. ALARM COMPANY. You (check one) ☒ will or ☐ will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) ☒ may choose your own alarm company or ☐ are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by \_\_\_\_\_.

Resident or Residents  
(All residents must sign here)

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

7. ENTRY BY OWNER. Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.
8. REPAIRS OR MALFUNCTIONS. If the intrusion alarm malfunctions, you agree to (check one) ☒ contact your intrusion alarm company immediately for repair or ☐ contact us immediately for repair. The cost of repair will be paid by (check one) ☒ you or ☐ us.
9. NO WARRANTY. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.
10. LIABILITY. We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
11. EMERGENCIES. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
12. ENTIRE AGREEMENT. We've made no promises or representations regarding the alarm system except those in this addendum.
13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:  
Alarm installation must have prior  
management approval.

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Owner or Owner's Representative  
(signs here)

\_\_\_\_\_  
  
Date of Lease Contract  
August 6, 2022







## NO-SMOKING ADDENDUM

Date: August 6, 2022  
(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.

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
(street address) in  
Odessa  
(city), Florida, 33556 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents):

Alexandria Nobiling, Nicholas Bibb

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, juul, 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, juul 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 no-smoking 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 10 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 ☒ is ☐ is not permitted. If neither option is selected, then smoking is not permitted on balconies, patios and common areas.

The following outside areas of the community may be used for smoking: \_\_\_\_\_

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.

**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.

**12. SPECIAL PROVISIONS.** 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)*



# SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM



Date: August 6, 2022  
(when this Amendment is filled out)

## 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
Odessa  
(city), Florida, 33556 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents):

Alexandria Nobiling, Nicholas Bibb

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 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 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 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 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.

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.

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.

Specifically, in reference to an "emotional support animal," you and we will comply with Fla. Stat. s. 760.27. You acknowledge that, unless otherwise prohibited by federal law, rule, or regulation, we may: (a) deny a reasonable accommodation request for an emotional support animal if such animal poses a direct threat to the safety or health of others or poses a direct threat of physical damage to the property of others, which threat cannot be reduced or eliminated by another reasonable accommodation; (b) if a person's disability is not readily apparent, request reliable supporting information as more fully specified in Fla. Stat. s. 760.27(2)(b) that reasonably supports that the person has a disability; (c) if a person's disability-related need for an emotional support animal is not readily apparent, request reliable information that reasonably supports the persons need for the particular emotional support animal being requested, which may include information identifying the particular assistance or therapeutic emotional support provided by the specific animal from a health care practitioner, as defined in Fla. Stat. s. 456.001; a telehealth provider, as defined in Fla. Stat. s. 456.47; or any other similarly licensed or certified practitioner or provider in good standing with his or her professions regulatory body in another state; (d) if a person requests to keep more than one emotional support animal, request information regarding the specific need for each animal; and (e) require proof of compliance with state and local requirements for licensing and vaccinating each emotional support animal. An emotional support animal registration of any kind, including, but not limited to, an identification card, patch, certificate, or similar registration obtained from the Internet is not, by itself, sufficient information to reliably establish that a person has a disability or a disability-related need for an emotional support animal. A person with a disability or a disability related need is liable for any damage done to the premises or to another person on the premises by his or her emotional support animal. A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability related need for an emotional support animal or being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in Fla. Stat. s. 404 775.082 or s. 775.083.

Therefore, if you misrepresent yourself as qualified to use a service animal, or an emotional support 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 costs to the extent allowed by law.

3. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative**  
*(Signs below)*

**Date of Signing Amendment**





**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative**  
*(Signs below)*

**Date of Signing Addendum**



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
 \_\_\_\_\_ (street address) in  
Odessa  
 (city), Florida, 33556  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (*list all residents*):  
**Alexandria Nobiling, Nicholas Bibb**

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. 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 above-mentioned 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:

**4. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

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:

1. Engaging in any act intended to facilitate any type of criminal activity.
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.
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.

**Resident or Residents** *(sign here)*

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**Owner or Owner's Representative** *(signs here)*

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.)
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.
6. 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.
7. 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.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

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.

**5. CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

**Date of Signing Addendum**

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**Date of Signing Addendum**



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
 \_\_\_\_\_ (street address) in  
Odessa  
 (city), Florida, 33556  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (*list all residents*):

Alexandria Nobiling, Nicholas Bibb

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. PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

**4. OWNER SUPPLIED WASHER AND DRYER.**

**A. Washer and Dryer Rental Fees.** We agree to rent to you a washer and dryer for the sum of \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

**B. Identification of Washer and Dryer.** You are entitled to exclusive use of a:

- ☒ Full Size  
☐ Stackable  
☐ Other:

Washer Model/Serial Number:

Dryer Model/Serial Number:

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal

of the equipment from the dwelling without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

**C. Responsibility for Damages.** You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

**D. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

## 5. ACCESS TO WASHER AND DRYER; EMERGENCIES.

You agree to allow our agent(s) access to the dwelling and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and the equipment in the event of an emergency, as provided by law.

## 6. RESIDENT USE AND MAINTENANCE OF WASHER AND

**DRYER.** You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

**7. ADDITIONAL PROVISIONS.** You agree that sums and charges

owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the dwelling, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.



8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**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. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
\_\_\_\_\_  
(city), Florida, 33556  
\_\_\_\_\_  
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
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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. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal 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.

B. Limitations. 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  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks 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, except in the event of our or our agent's gross negligence or 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.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) 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, (b) the remainder of this Addendum shall not be affected 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, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

The Leasing Office will not accept  
packages on behalf of the resident; all  
packages must be delivered directly to  
resident's apartment home.  
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\_\_\_\_\_

Owner or Owner's Representative  
(Signs below)

\_\_\_\_\_  
Date of Signing Addendum



## 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 **Suncoast**  
**Crossings Isle 1**  
 \_\_\_\_\_ (street address) in  
Odessa  
 (city), Florida, 33556  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb

Occupants (list all occupants):

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. PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your 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.”

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.”

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the “Released Parties”) permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to 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 the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the 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, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**6. RELEASE OF LIABILITY.** 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.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative**  
*(Signs below)*

**Date of Signing Addendum**



## 1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
**Crossings Isle 1**  
 \_\_\_\_\_ (street address) in  
Odessa  
 (city), Florida, 33556  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC

Residents (*list all residents*):

Alexandria Nobiling, Nicholas Bibb

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. PURPOSE OF ADDENDUM.** We recognize that you have special circumstances that require a short-term Lease Contract. By entering this Addendum with you, we have agreed to modify the terms of your Lease Contract to allow more flexibility in your lease term and move-out notice.

**4. LEASE CONTRACT TERMS.** The language of the Lease Terms paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

The initial term of the Lease Contract begins on the 11th day of August, 2022 (year), and ends at midnight on the 30th day of September, 2023 (year).

The Lease Contract, as amended by this Addendum, does not automatically renew. The Lease Contract will terminate on the date indicated above, unless you provide us with a written request to renew or extend the Lease Contract term **and** we give you written or electronic approval of your request.

**5. WAIVER AND MODIFICATION OF MOVE-OUT NOTICE.**  
The language of the Move-Out Notice paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

We agree to waive the move-out notice required to be given by you prior to the end of the Lease Contract term. As a courtesy, we request that you provide us with a written notice of your move-out date.

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

### Date of Signing Addendum

Moving out prior to the end of the Lease Contract term will not release you from liability for the full term of the Lease Contract, any renewal term(s), and/or lease extensions. You will still be liable for the entire Lease Contract term if you move out early (Early Move-Out paragraph), except as otherwise expressly set forth in the Lease Contract.

**6. SHOWING THE UNIT.** We may begin showing your unit to prospective residents 30 days before your Lease Contract term ends, per the When We May Enter paragraph of the Lease Contract.

**7. OTHER RIGHTS UNCHANGED.** Except as otherwise expressly set forth in this Addendum, all other contractual rights and obligations of both you and us under the Lease Contract remain unchanged.

**8. OBLIGATION TO VACATE.** You have an obligation to vacate the dwelling at the end of the Lease Contract term. Please contact us if moving out by the end of the Lease Contract term becomes a problem for you. You may be able to extend your Lease Contract term if we have not already relet the dwelling to others. We and any successor residents who may be leasing your unit will be relying on your moving out per the Lease Contract termination date. Therefore, you may not hold over beyond such a date without our written or electronic consent—even if it means you have to make plans for temporary lodging elsewhere. **You will be subject to the terms and conditions of the Default by Resident paragraph of the Lease Contract should you hold over.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**10. SEVERABILITY.** If any provision of this Addendum or 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 Addendum or 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.





## REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa (street address) in  
\_\_\_\_\_  
Odessa (city),  
Florida, 33556 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 6, 2022  
Owner's name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**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 surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

**4. PURPOSE OF POLICY.** 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 disability-related 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:

Avilla Suncoast Leasing Office

by writing or calling:

813.640.0925

Resident or Residents

(All residents must sign here)

Owner or Owner’s Representative

(Signs below)

Date of Signing



CONSTRUCTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast  
Crossings Isle 1  
\_\_\_\_\_  
\_\_\_\_\_  
Odessa  
\_\_\_\_\_  
(city), Florida, 33556 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 6, 2022  
Owner’s name: NEXmetro Suncoast, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
Alexandria Nobiling, Nicholas Bibb  
\_\_\_\_\_  
\_\_\_\_\_  
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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. **PURPOSE OF ADDENDUM.** By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.
4. **RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY.** Resident acknowledges that the property, including its common areas and dwelling units, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner’s obligations under the Lease Contract.
5. **USE OF AMENITIES AND SERVICES.** Repair, renovation, improvement, or construction at the property may create conditions where Resident’s use of the property’s amenities and services may be limited or not available.
6. **NOISE AND OTHER DISTURBANCES.** Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. **RELEASE OF LIABILITY.** To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident’s inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: completion of buildings,  
property amenities, and site revisions.  
Anticipated Start Date: \_\_\_\_\_  
Anticipated End Date: \_\_\_\_\_

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. **DELAY OF OCCUPANCY.** Resident acknowledges that occupancy of the dwelling unit may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and dwelling units. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the Dwelling Unit for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the dwelling unit not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner’s failure to have the dwelling unit ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the dwelling unit. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the dwelling unit, including, but not limited to, any holdover rent, or other penalties imposed at Resident’s current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. **DISPLACEMENT.** In the event Resident must be displaced from the dwelling unit that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the dwelling unit, Owner, at Owner’s sole option, shall transfer Resident to another dwelling unit within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident’s displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.
10. **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 contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative**  
*(signs below)*

**Date of Signing Addendum**



PAYMENT PLAN AGREEMENT  
(COVID-19 PANDEMIC)



LEASE CONTRACT DATE: August 6, 2022

OWNER'S NAME: NEXmetro Suncoast, LLC

RESIDENTS (LIST ALL RESIDENTS):

Alexandria Nobiling, Nicholas Bibb

DWELLING UNIT DESCRIPTION.

Unit No. 1800, 1810 Suncoast Crossings Isle 1  
(street address) in Odessa (city), Florida, 33556 (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due: ☐ during the month of the Lease Contract term during which this Agreement is executed; ☐ during the month of the Lease Contract term following the month in which this Agreement is executed; or ☐ for the following period of time \_\_\_\_\_.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

Payment Item (rent or other nonrent item)	Current Due Date	Current Amount Due (full or partial amount due)	Date to be Paid	Amount To Be Paid	Balance Due (if applicable)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.






SPECIAL PROVISIONS.

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative**  
*(Signs below)*

The following information states that the identified document has been signed electronically by the parties detailed below:

Signee Details	Role	Signature	Initials	Date Signed
Email ID: alex.nobiling@gmail.com	Resident		AFN	
Email ID: nicbobb15@gmail.com	Resident		N/B	
	Manager		M	

## Document Information





Document Reference Number: 325268





Document Pages: 63

Signatures: 3  
Initials: 3

Status: Completed

Document Name: Apartment Lease Form, Choice of Damages, Early Termination Addendum, Additional Special Provisions, Inventory and Condition Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Notice of Intent to Move Out, Asbestos Addendum, Satellite Dish or Antenna Addendum, Enclosed Garage Addendum, Community Policies, Rules, & Regulations, Surety Bond Addendum, Addendum for Rent Concession, Renter's or Liability Insurance Addendum, Remote Control, Card or Code Access Gate Addendum, Intrusion Alarm Addendum, No-Smoking Addendum, Assistance Animal Addendum, Parking Addendum, Crime/Drug Free Housing Addendum, Short-Term Subletting or Rental Prohibited, Washer and Dryer Addendum, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum, Short-Term Lease Addendum, Reasonable Modifications and Accommodations Policy, Construction Addendum, Payment Plan Agreement

Signature Summary	Signature	Initials	Timestamp	Signing Status
Alexandria Nobiling		AFN	08/08/2022 06:13:18 PM CST	Completed
Document Started: Email Address:	08/08/2022 08:49:04 AM CST alex.nobiling@gmail.com			
Nicholas Bibb		NB	08/08/2022 06:11:02 PM CST	Completed
Document Started: Email Address:	08/08/2022 06:10:07 PM CST nicbibb15@gmail.com			
Suzan Long			08/10/2022 01:02:30 PM CST	Completed
Document Started: Email Address:	08/10/2022 12:58:49 PM CST slong@bainbridgere.com			

Signature Details	Page	Signature/Initials	Signing Status	Tracking Details
Alexandria Nobiling	63	AFN	Completed	IP Address: 72.8.227.212 Timestamp: 08/08/2022 06:13:02 PM CST User Agent: Chrome on MacOS
Alexandria Nobiling	63		Completed	IP Address: 72.8.227.212 Timestamp: 08/08/2022 06:13:01 PM CST User Agent: Chrome on MacOS
Nicholas Bibb	63	NB	Completed	IP Address: 72.8.227.212 Timestamp: 08/08/2022 06:10:56 PM CST User Agent: Chrome on MacOS
Nicholas Bibb	63		Completed	IP Address: 72.8.227.212 Timestamp: 08/08/2022 06:10:36 PM CST User Agent: Chrome on MacOS
Suzan Long	63		Completed	IP Address: 35.137.204.69 Timestamp: 08/10/2022 01:02:26 PM CST User Agent: Chrome on Windows
Suzan Long	63		Completed	IP Address: 35.137.204.69 Timestamp: 08/10/2022 01:02:25 PM CST User Agent: Chrome on Windows