

## DEFINITION ANNEX TO APARTMENT LEASE

1. **Landlord:** CIP18 FLAGLER VILLAGE LLC
2. **Landlord's Representative:** The management company that manages the Community for Landlord. Landlord's Representative is Landlord's agent.
3. **Landlord's Address:** 555 NE 8th Street, Ft Lauderdale, FL 33304
4. **Landlord's** E-Mail Address:  
DistrictatFlaglerVillage.043421@aircommunities.com
5. **Resident(s):** Christine Taggart
6. **Resident(s) Phone Numbers and Email Addresses:** (609) 703-9037  
christytaggart1@gmail.com
7. **Resident's Address:** The address of the Apartment Home.
8. **Additional Live-In Residents:**  

| First Name | Last Name |
|------------|-----------|
|            |           |
9. **Community:** The District at Flagler Village - 043421
10. **Apartment Home:** 555 NE 8th Street #0628, Ft Lauderdale, FL 33304
11. **Lease Start Date:** 09/12/2024
12. **Lease End Date:** 09/15/2025
13. **Deposit:** \$1,000.00
14. **Rent:** \$2,883.00 per month.
15. **Short Term Renewal Rent:** An amount equal to the greater of the Fair Market Rent or the current monthly Rent being paid by Resident immediately prior to the commencement of the Two Month Renewal Term, plus an amount equal to 25% of the foregoing. The "Fair Market Rent" equals the rent that Landlord would charge for an apartment home comparable to the Apartment Home on the date that Landlord provides notice to Resident of the Short Term Renewal Rent.
16. **Late Charges Date:** The 5th day of the month.
17. **Late Charge:** \$150.00 if Rent and other amounts are not paid before the Late Charges Date.
18. **NSF Charge:** Pursuant to § 68.065 of the Florida Statutes, as the same may be amended from time to time, Landlord may collect \$25 for amounts less than \$50, \$30 for amounts exceeding \$50 but less than or equal to \$300, and \$40 for amounts greater than \$300 or 5% of the face amount of the check (or if applicable, ACH debit), whichever is greater.
19. **Utilities To Be Provided By Landlord:** None
20. **Administrative Fee:** 350.00
21. **Pest Control:** Resident shall pay Landlord upon demand for pest control as additional rent
22. **Smoke Free Areas:** The following areas are designated smoke-free areas: The entire Community, including individual Apartment Homes and common areas.

### ADDITIONAL DEFINED TERMS

1. **Definition Annex:** This Definition Annex to Apartment Lease.
2. **Additional Live-In Resident:** A person who is under 18 years of age, or has a legal guardian, at the time of the Lease Start Date or when the applicable Renewal Term begins, as identified in Resident's rental application or as subsequently changed with the prior written consent of Landlord.
3. **Lease Term:** The term commencing on the Lease Start Date and ending on the Lease End Date. The Lease Term also includes any Renewal Term, or other extension of the Lease.
4. **Common Areas:** All parking lots, driveways, walkways, passageways, landscaped areas, laundry rooms, recreational areas and other areas and facilities available for common use by residents.
5. **Community Rules:** Any and all written Community policies, rules or procedures, all of which shall be considered part of this Lease, including without limitation, the Community Policies and Procedures attached as an addendum to this Lease.
6. **Landlord's Related Parties:** Collectively, Landlord, Landlord's Representative and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of Landlord and Landlord's Representative.
7. **Resident Parties:** Resident, Additional Live-In Residents and their guests and invitees.
8. **Rent Concession:** Any rent or similar concession, whether by free rent, partially abated rent, reimbursed expenses, waived fees or otherwise.
9. **Losses:** Any claim, action, lien, liability, fine, damages, injury (whether to person or property or resulting in death), cost or expense, including reasonable attorneys' fees and costs (including in-house counsel and all levels of proceedings).
10. **Claim:** Any claim for relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset.
11. **Enforcement Costs:** Landlord's costs of enforcing the terms of this Lease and of collection, including collection agency costs, litigation costs, and reasonable attorneys' fees and costs (including in-house counsel and all levels of proceedings), whether or not a lawsuit is brought.
12. **Non-Rent Defaults:** Defaults under this Lease, other than the failure to pay rent or other amounts due under this Lease that are considered "Rent" by applicable law or under this Lease.
13. **Service Member:** Any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces

Please carefully read this entire lease prior to signing as this is a legally binding document. The lease consists of the Definition Annex, Apartment Lease, Exhibits, Addenda, and attachments.

If you have any feedback on your apartment home or community, please contact the community manager at the on-site management office. If you would like to talk with the Air Communities leadership team to further discuss any concerns, or if there's something we're doing well that you'd like to tell us about, please visit <https://www.aircommunities.com/en/resident-feedback.html> and the Air Communities leadership team will contact you. We look forward to having you as a resident and hope you enjoy your new home!

**LANDLORD: By:** \_\_\_\_\_ **Authorized Representative**

**RESIDENT(S):**

Resident is aware that Section 2.E. of this Lease contains an automatic renewal provision which provides that, after the Term End Date, this Lease will automatically renew for one (1) year pursuant to the conditions and terms of Section 2.E..

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| <i>Signature</i> | <i>Print Name</i> | <i>Date</i> |
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# TABLE OF CONTENTS

## PAGE

PAGE

|  |   |  |    |
|--|---|--|----|
| 1. LEASE OF APARTMENT HOME.....  | 1 | 12. LIABILITY.....   | 8  |
| A. Use .....   | 1 | A. Insurance.....  | 8  |
| B. Additional Live-In Residents.....   | 1 | B. Personal Safety.....  | 9  |
| 2. LEASE TERM.....   | 1 | C. Release.....  | 9  |
| A. Initial Term.....   | 1 | 13. ENTRY BY LANDLORD.....                                       | 9  |
| B. Termination Notice.....   | 1 | 14. ANIMALS.....   | 9  |
| C. Renewal for a Term.....   | 1 | 15. ABANDONMENT.....   | 9  |
| D. Short-Term Renewal.....   | 1 | A. When Abandonment Occurs.....                                  | 9  |
| E. Automatic Renewal.....  | 1 | B. Disposition of Personal Property.....                         | 9  |
| F. Delaying Possession.....  | 1 | 16. DEFAULT BY RESIDENT.....                                     | 9  |
| G. Notice of Termination.....  | 1 | A. Default.....  | 9  |
| 3. RENT.....   | 1 | B. Remedies-Generally.....                                       | 10 |
| A. Monthly Rent.....   | 1 | C. Eviction.....   | 10 |
| B. Late Payment and Late Charges.....  | 2 | D. Holdover.....   | 10 |
| C. Returned Checks, Rejected Credit Card Payment<br>or Failed ACH Debit..... | 2 | E. Other Remedies.....   | 10 |
| D. Rent Concession.....  | 2 | 17. MULTIPLE RESIDENTS.....                                      | 10 |
| E. Administrative and Other Fees.....  | 2 | 18. ASSIGNMENT.....  | 10 |
| F. Taxes.....  | 2 | 19. RELEASE OF RESIDENT.....                                     | 10 |
| G. Application of Funds Received.....  | 2 | A. No Release.....   | 10 |
| 4. SECURITY DEPOSIT.....   | 2 | B. Limited Exception-Military Servicemembers.....                | 10 |
| A. Deposit.....  | 2 | C. Death of All Residents.....                                   | 10 |
| B. Deductions.....   | 3 | 20. MOVE OUT PROCEDURES.....                                     | 10 |
| C. Refund of Deposit.....  | 3 | A. Move Out Cleaning and Inspection.....                         | 10 |
| D. Additional Deposit.....   | 3 | B. Surrender.....  | 11 |
| 5. UTILITIES.....  | 3 | 21. SMOKE FREE AREAS.....  | 11 |
| A. Landlord's Payment for Utilities.....                                     | 3 | A. Purpose.....  | 11 |
| B. Direct Billing by Landlord.....   | 3 | B. Smoking Definition.....                                       | 11 |
| C. Failure to Pay Utilities.....   | 4 | C. Smoking Prohibited.....                                       | 11 |
| D. Use of Utilities.....   | 4 | D. Landlord Rights.....  | 11 |
| E. Change or Interruption in Utility Service.....                            | 4 | E. No Guarantee or Warranty.....                                 | 11 |
| 6. CONDITION OF APARTMENT HOME.....  | 4 | F. Current Resident .....  | 11 |
| A. Move-In Condition Form.....   | 4 | 22. MISCELLANEOUS 11   |    |
| B. Cleaning and Upkeep of Apartment Home.....                                | 4 | A. Casualty.....   | 11 |
| C. No Alterations.....   | 4 | B. Notices.....  | 11 |
| D. Water Furniture.....  | 4 | C. Entire Agreement.....   | 11 |
| E. Signal Reception Devices.....   | 4 | D. Rental Application.....                                       | 11 |
| F. Damage to Apartment Home.....   | 5 | E. Non-Recourse Obligation of Landlord.....                      | 11 |
| G. Mold Remediation.....   | 5 | F. Waiver.....   | 11 |
| H. Emergencies.....  | 6 | G. Landlord's Representative.....                                | 11 |
| I. Basements.....  | 6 | H. Binding Effect.....   | 11 |
| J. Fireplaces.....   | 6 | I. Jurisdiction/Venue/Governing Law/WAIVER OF<br>JURY TRIAL..... | 11 |
| K. Bedbugs and Pests.....  | 6 | J. Continuing Liability.....                                     | 11 |
| L. Smart Devices.....  | 7 | K. Assignment By Landlord.....                                   | 12 |
| 7. REPAIRS AND MALFUNCTIONS.....   | 7 | L. Standard of Decision.....                                     | 12 |
| 8. KEYS AND LOCKS.....   | 7 | M. Examples Are Not Limitations.....                             | 12 |
| A. Ownership of Keys and Access Cards.....                                   | 7 | 23. DISCLOSURE OF RESIDENT INFORMATION.....                      | 12 |
| B. Change in Locks.....  | 7 | O. Background Investigation.....                                 | 12 |
| 9. COMMUNITY POLICIES.....   | 7 | P. State Law.....  | 12 |
| A. Community Rules.....  | 7 | Q. Arbitration.....  | 12 |
| B. Common Areas.....   | 7 | R. Fair Housing.....   | 12 |
| C. Defacing the Common Areas.....  | 7 | S. Prorations.....   | 12 |
| D. Other Improper Conduct.....   | 7 | T. Other Deposits.....   | 12 |
| E. Landlord's Right to Exclude Persons.....                                  | 8 | U. Communication with Resident .....                             | 12 |
| F. Member Cards.....   | 8 | V. Liens .....   | 12 |
| G. Deliveries.....   | 8 | W. Time .....  | 12 |
| H. Fees and Charges.....   | 8 | X. Service Members .....   | 12 |
| 10. PARKING AND VEHICLES.....  | 8 | 23. RADON GAS.....   | 13 |
| 11. RESIDENT EQUIPMENT, SERVICES AND FACILITIES.....                         | 8 |  |    |

## 1APARTMENT LEASE

**THE PARTIES TO THIS APARTMENT LEASE** are Landlord, acting by and through Landlord's Representative, and Resident. The Apartment Lease, together with the Definition Annex, Exhibits, Addenda and all attachments are collectively referred to herein as the "**Lease**". All capitalized terms are defined in the Definition Annex unless otherwise defined in this Lease.

### 1. LEASE OF APARTMENT HOME.

A. Use. Landlord leases to Resident the Apartment Home. Resident may use the Apartment Home only as a private residence and not for any business or commercial use (including child care); however, Resident may maintain a home office in connection with a full-time off-premises business office (including telecommuting) as long as the home office use does not involve visitors, patrons or other persons coming to the Apartment Home or the sale of goods or services from or to the Apartment Home or maintenance of inventory at the Apartment Home and if permitted under applicable laws.

B. Additional Live-In Residents. Only the Resident and Additional Live-In Residents identified in the Definition Annex may occupy the Apartment Home. Resident may have a guest for no more than 7 nights in any month, unless Landlord approves a longer period. Resident must obtain the prior written consent of Landlord to change Residents or add Additional Live-In Residents.

### 2. LEASE TERM.

A. Initial Term. The lease of the Apartment Home is for the Lease Term.

#### Termination Notice.

B. **If Resident intends to terminate the Lease on the Lease End Date, Resident must give written notice to Landlord at least 60 days before the Lease End Date of Resident's intent to terminate the Lease** (the "**Termination Notice**"). This notice requirement contractually modifies any statutory termination notice period. Resident shall vacate the Apartment Home by the Lease End Date or the end of the Two-Month Renewal Term (as applicable). If Resident gives a timely and proper 60-day Termination Notice, fully complies with the Lease, and vacates as agreed, Resident will be relieved of further liability to Landlord for future Rent accruing after the termination date. If Resident provides the Termination Notice less than a full 60 days before the Lease End Date, then Landlord may in its sole discretion elect to allow this Lease to end on the Lease End Date or the last day of the applicable Two-Month Renewal Term (rather than allowing the Lease to automatically renew as provided in Section 2.E herein), provided Resident pays Landlord an amount equal to one day of Short Term Renewal Rent for each day of the 60-day notice period that extends beyond the Lease End Date or end of the Two-Month Renewal Term, as applicable. Such charge is intended to be an enforceable liquidated damages amount. Actual damages of Landlord's lost revenue caused by the Resident's failure to provide 60 days' notice of Resident's intent to vacate would be difficult to determine with any certainty, and the charge is a reasonable estimate of such damages and not a penalty.

C. Renewal for a Term. Resident and Landlord may renew this Lease and extend the Lease Term by executing a renewal amendment (the "**Renewal Amendment**"). If executed by Resident and approved by Landlord, the Renewal Amendment shall have the same force and effect as the execution of a new lease and shall incorporate all of the terms of this Lease except as specifically changed in the Renewal Amendment

D. Short-Term Renewal. Provided Resident is not in default of this Lease and has not given a Termination Notice, and further provided that Landlord has not given Resident notice of its intent to terminate the Lease, Resident shall have the option of renewing this Lease for additional two (2) month terms upon the Lease End Date. In order to exercise such option, Resident shall deliver written notice of Resident's intent to exercise the option to Landlord at least 60 days before the Lease End Date. If Resident timely and properly exercises the option, this Lease shall automatically renew for additional two (2) month terms (each a "**Two-Month Renewal Term**") upon the Lease End Date or the end of each Two-Month Renewal Term, as applicable, and renewals shall automatically continue until either (i) a written notice of termination is given by Resident at least 60 days in advance

in accordance with the first paragraph of this Section 2.B, (ii) a written notice of termination is given by Landlord at least 60 days in advance of the termination date, (iii) a Renewal Amendment is signed by Resident and Landlord. During a Two-Month Renewal Term, monthly Rent shall be the Short Term Renewal Rent as defined in the Definition Annex to this Lease.

E. Automatic Renewal. If Resident does not (a) provide a Termination Notice at least 60 days before the Lease End Date, (b) execute a Renewal Amendment, or (c) provide written notice of its exercise of the short term renewal option in Section 2.D at least 60 days before the Lease End Date, and further provided that Landlord has not given Resident notice of its intent to terminate the Lease, then this Lease shall automatically renew for one (1) year (the "**Automatic Renewal Term**"). All terms and conditions of the Lease shall apply during the Automatic Renewal Term, except (a) the monthly rent shall be the monthly Rent in effect immediately preceding such Automatic Renewal Term plus 10%, and (b) the Lease End Date shall be extended to the first Monday following the date that is one (1) year after the original Lease End Date.

F. Delaying Possession. If Landlord is unable to deliver possession of the Apartment Home to Resident on the Lease Start Date for any reason, Landlord shall not be in default under this Lease or liable to Resident for such delay and this Lease shall remain in force subject to the following:

(i) Rent shall abate on a daily basis during the delay, and

(ii) If the delay in possession extends for more than 5 days, Resident may terminate this Lease by giving written notice to Landlord no later than the 10<sup>th</sup> day after the Lease Start Date.

If Resident terminates the Lease, Resident shall be entitled to a refund of the Deposit, the Administrative Fee, any pre-paid Rent and the application fee, and this Lease shall be null and void. Resident shall not have the right to abate Rent or terminate this Lease because of cleaning or repair delays which do not prevent occupancy by Resident. If Landlord provides a Rent concession or abatement (in the initial month of occupancy or thereafter) with respect to the condition of the Apartment Home or otherwise, the same shall not be a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month.

G. Notice of Termination. After Resident gives the notice of intent to vacate or terminate under this section (including a Termination Notice), Resident cannot change Resident's move-out date as stated in the notice without Landlord's prior written approval. Verbal notice shall not be sufficient to constitute notice of intent to vacate or terminate. Resident's move out from the Apartment Home before the last day of the Lease Term or before the date of termination of Two-Month Renewal Term shall not terminate this Lease or release Resident from liability under this Lease.

### 3. RENT.

A. Monthly Rent. Resident shall pay the Rent specified in the Definition Annex each calendar month. If Resident does not pay the Deposit to Landlord by the Lease Start Date, Landlord may declare this Lease null and void and of no force or effect. Resident shall pay the first month's Rent before the Lease Start Date. If Resident does not pay the first month's Rent before the Lease Start Date, Landlord will have no obligation to give Resident possession of the Apartment Home. Landlord may keep any funds paid by Resident necessary to compensate Landlord for Resident's breach of this Lease, and Landlord may pursue any other damages allowed by law. If the Lease Start Date is not the first day of the month, Rent shall be prorated from the Lease Start Date through the last day of the month and shall be payable on the Lease Start Date. If this Lease ends on a day other than the last day of a month, Rent for the final month shall be prorated from the first day of the final month through the Lease End Date. Except for a payment due date stated in a separate utility bill sent to Resident, and except for the first month's Rent, Rent and all other amounts to be paid by Resident to Landlord under this Lease are due and payable in advance and without demand, setoff or deduction at the Landlord's Address **on the 1<sup>st</sup> day of each calendar month, and Resident shall be in default under this Lease if Resident fails to pay by that date.** Landlord may require Resident to pay Rent to an address other than Landlord's Address specified above. If Resident delivers Rent or any other payment hereunder by mail, Resident ASSUMES THE RISK that the Rent or other payment is lost or delayed in delivery, and Resident shall be liable and responsible for the failure

to make such lost or delayed Rent or other payment. Landlord may require Resident to pay Rent and other amounts due under this Lease by certified check, cashier's check, money order, or direct debit and by one monthly payment rather than multiple payments. If Landlord elects (in its sole discretion) to permit Resident to pay by personal check, Landlord may assess a convenience fee for such payment. Landlord may convert Resident's check to an electronic deposit or an electronic transmission (ACH) for processing; however, Resident may elect not to have Resident's check used to authorize an ACH debit by calling the on-site management office. To the maximum extent permitted by law, all amounts to be paid by Resident to Landlord under this Lease shall be considered "rent." If Landlord so elects, all payments of Rent, together with any utility charges payable by Resident to Landlord pursuant to this Lease, shall be made by Automated Clearing House ("ACH") debit. Following such election by Landlord: (i) Resident shall promptly complete an automatic debit form provided by Landlord, authorizing Landlord to establish arrangements for the transfer of payments of Rent and such utilities by ACH debit initiated by Landlord from an account in the name of Resident established at a United States bank; (ii) Landlord may, at its option, refuse any amount tendered by Resident in any form other than an ACH debit; and (iii) for purposes of this Lease (including, without limitation, the default, Late Charge, NSF Charge and Enforcement Costs provisions hereof), in the event that Landlord is unable, through no fault of Landlord or its bank, to successfully process any ACH debit hereunder, Resident shall be deemed not to have paid, and Landlord shall be deemed not to have received, such payment of Rent and/or utilities.

B. Late Payment and Late Charges. If in any month Resident does not pay and Landlord does not receive all Rent and all other amounts due under this Lease before the Late Charges Date, Resident shall pay the Late Charge as additional "rent" for all purposes. Actual damages to Landlord resulting from Resident's failure to pay Rent and other amounts when due would be difficult to determine with any certainty, and the Late Charge is a reasonable estimate of Landlord's costs and expenses necessarily incurred as a result of Resident's failure to pay, including the lost time value of monies owed and employee time and other costs associated with tracking late amounts, giving notice of late amounts and other collection-related activities. The Late Charge is not a penalty and is intended to be an enforceable liquidated damages amount. The Late Charge does not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

C. Returned Checks, Rejected Credit Card Payment or Failed ACH Debit. If a check from Resident is returned to Landlord by a bank or other entity for any reason, or if any credit card or debit card payment from Resident to Landlord is rejected or if Landlord is unable, through no fault of Landlord or its bank, to successfully process any ACH debit Landlord is permitted to make hereunder, then

- (i) Resident shall pay to Landlord the NSF Charge;
- (ii) Resident shall pay to Landlord the Late Charge from the initial date due until the Rent and other amounts are paid in full;
- (iii) Landlord retains all other rights and remedies under this Lease for default; and
- (iv) Landlord reserves the right to refer the matter for criminal prosecution. The NSF Charge shall be additional "rent" for all purposes.

It would be difficult to determine with certainty Landlord's actual damages resulting from rejection of any credit card or debit card payment from Resident to Landlord or if Landlord is unable, through no fault of Landlord or its bank, to successfully process any ACH debit. The NSF Fee is a reasonable estimate of Landlord's costs and expenses necessarily incurred as a result, including the lost time value of monies owed and employee time and other costs associated with tracking rejected credit or debit card payments and ACH debits, giving notice of rejected or unsuccessful payments and other collection-related activities. The NSF Fee is not a penalty and is intended to be an enforceable liquidated damages amount. The NSF Fee does not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

D. Rent Concession. If Landlord provides a Rent Concession, such Rent Concession is not a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month.

E. Administrative and Other Fees. Resident shall pay to Landlord before the Lease Start Date the Administrative Fee for Landlord's administrative costs, including employee time and other costs associated with preparing the

Apartment Home for occupancy, entering Resident's data into Landlord's management information systems and other related costs. The Administrative Fee is non-refundable (except as stated in Section 2.D) and not applicable to Rent, the Deposit or any other fee or charge in this Lease. Landlord also may charge reasonable fees for the use of the Community's facilities, equipment and services, such as fitness rooms, swimming pools and community rooms. All such fees shall be considered additional "rent" for all purposes if not paid when due. If Landlord returns the Administrative Fee to Resident, Landlord may, at its option, do so by one check payable and delivered to any Resident or one check jointly payable to all Residents but delivered to only one Resident.

F. Taxes. If any sales, use, excise, gross receipts or similar taxes are imposed on any fees or charges that Resident is required to pay under this Lease, Resident shall pay such tax to Landlord upon receipt of a bill from Landlord.

G. Application of Funds Received. Resident's right to possess the Apartment Home and all of Landlord's obligations under this Lease are expressly contingent on the timely payment of Rent and other amounts due under this Lease. Except as otherwise stated in this Lease, all funds received by Landlord shall be applied first to amounts that are not considered "Rent" by this Lease or applicable law, then to delinquent Rent and then to current monthly Rent.

#### 4. SECURITY DEPOSIT.

A. Deposit. Resident shall pay the Deposit to Landlord on or before the Lease Start Date. If Resident does not pay the Deposit to Landlord on or before the Lease Start Date, Landlord will have no obligation to give Resident possession of the Apartment Home, Landlord may keep any funds paid by Resident necessary to compensate Landlord for Resident's breach of this Lease, and Landlord may pursue any other damages allowed by law. Landlord shall be entitled to apply the Deposit in payment for Resident's breach of any obligation under this Lease. The fact that Landlord holds or applies the Deposit will not affect Landlord's rights to possession of the Apartment Home for nonpayment of Rent or any other reason. Resident's Deposit or advance rent is **[Put an X where applicable]:**

☒ being held in the following Florida banking institution, Wells Fargo Bank, located at: Deerwood Park Blvd., Jacksonville, FL 32256, in an account which is separate and **(Check One)** ☐ interest-bearing with an interest rate of \_\_\_\_\_% paid annually pursuant to § 83.49(9), Florida Statutes, or ☒ non-interest-bearing

☐ being secured by a bond from a Florida bonding institution, commingled and interest bearing with an interest rate of 5% paid annually pursuant to § 83.49(9), Florida Statutes.

**THIS 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 RESIDENT MOVES OUT, RESIDENT MUST GIVE THE LANDLORD RESIDENT'S NEW ADDRESS SO THAT THE LANDLORD CAN SEND RESIDENT NOTICES REGARDING RESIDENT'S DEPOSIT. THE LANDLORD MUST MAIL RESIDENT NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF RESIDENT DOES NOT REPLY TO THE LANDLORD STATING RESIDENT'S OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL RESIDENT THE REMAINING DEPOSIT, IF ANY.**

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

**RESIDENT 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 RESIDENT'S LEGAL RIGHTS AND OBLIGATIONS.**

B. Deductions. In addition to other amounts which Landlord may deduct from the Deposit pursuant to this Lease, Landlord may deduct the following items from the Deposit:

- (i) the cost of cleaning the Apartment Home;
- (ii) Landlord's actual expenses for repairs and damages beyond normal wear and tear to the Apartment Home or its contents;
- (iii) charges for changing the locks if Resident does not leave the keys;
- (iv) damages resulting from Resident's breach of any provision of this Lease;
- (v) any unpaid Rent or other amounts due to Landlord under the terms of this Lease; and
- (vi) any other deductions permitted by law.

If lawful deductions exceed the total amount of the Deposit, Resident shall pay such excess amount upon written demand by Landlord.

C. Refund of Deposit. Landlord will send to Resident a notice of intent to impose a claim on the Deposit by certified mail, if applicable, or Landlord will send to Resident the Deposit itself pursuant to the §83.49, Florida Statutes:

(i) Upon Resident vacating the Apartment Home for termination of this Lease, if Landlord does not intend to impose a claim on the Deposit, Landlord shall have 15 days to return the Deposit together with interest if otherwise required, or Landlord shall have 30 days to give Resident written notice by certified mail to Resident's last known mailing address Landlord's intention to impose a claim on the Deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of . . . upon your security deposit, due to . . . It is sent to you as required by § 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to . . . (landlord's address) . . .

If Landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the Deposit.

Unless Resident objects to the imposition of Landlord's claim or the amount thereof within 15 days after receipt of Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of Landlord's claim and shall remit the balance of the Deposit to Resident within 30 days after the date of the notice of intention to impose a claim for damages.

If either party institutes an action in a court of competent jurisdiction or arbitration to adjudicate the party's right to the Deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

Compliance with this subsection by an individual or business entity authorized to conduct business in Florida, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and any other sections of Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in § 475.25(1)(d), Florida Statutes.

D. Additional Deposit. If Resident is late with Rent or any other amounts due under this Lease more than two (2) times during the Lease

Term, Landlord shall have the right to immediately increase the Deposit by one-half (1/2) of the monthly Rent (provided that at no time shall the Deposit exceed the maximum security deposit allowed under applicable law). Resident shall deliver such additional Deposit to Landlord within five (5) days after demand.

5. UTILITIES.

A. Landlord's Payment for Utilities. Landlord shall pay only for those utilities identified in the Definition Annex, which shall not include telephone. Resident gives Landlord the right to select any utility provider and change the same from time to time without notice. Resident shall, subject to the direction of Landlord, pay for all other utilities (including related deposits, charges, fees and services). The records and all meters in the Community are presumed to be correct for all purposes. Resident shall transfer to Resident's name any utility(ies) required by Landlord to be so transferred. If Resident fails to transfer such utility(ies) by the time requested by Landlord, Landlord shall have the right to charge Residents for all utility charges/service billed to Resident's unit by the provider and may charge a reasonable administration fee for billing of the utility/service in the amount of \$50.00 for each provider bill processed and paid on Resident's behalf.

B. Direct Billing by Landlord.

(i) Certain utility services for the Apartment Home and/or Common Areas, such as water, wastewater/sewer, storm water, trash removal, pest control, electric, cable TV and gas, may, from time to time, be billed by Landlord to Resident. The Apartment Home may not receive all of the utilities listed in the preceding sentence or the Definition Annex or may receive additional utilities. Resident may be required to contract with or pay directly certain utility providers. Resident shall pay Landlord for those utilities billed by Landlord or Landlord's agent for such billing (a "Utility Bill"). Such Utility Bill may be issued separate and apart from any invoice or bill for rent, or may be part of a consolidated statement containing rent, utilities, pest control and other applicable charges. These additional charges where allowed by law are considered to be additional rent and are to be paid in addition to the base rent. Resident understands that Resident may be required to pay a consolidated statement fee of 5.00 which may be in addition to or in lieu of other applicable fees.

(ii) Landlord may bill Resident for utilities based on a ratio utility billing (RUB), estimate, flat fee or actual reading of a submeter for Resident's Apartment Home, as determined by Landlord. Resident acknowledges that the basis for any utility or service related charges for which Resident is responsible may be derived from Landlord's utility bills, tax statements or other charges paid by Landlord.

(iii) Landlord may at any time require Resident to pay utility providers directly for Resident's own utility usage on a submetered or other basis as determined by Landlord. Landlord shall give Resident 30 days prior written notice before requiring Resident to begin paying a utility provider directly for Resident's utility usage.

(iv) As a regular part of each monthly Utility Bill, Resident may be charged, in which case Resident shall pay, a monthly service fee in addition to the utility service charges for which Resident is billed. The monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing or processing Utility Bills and is additional "rent" for all purposes. Landlord may use a third party billing provider to provide all or part of the billing services directly.

(v) Resident agrees to allow Landlord, a billing service provider or any utility providers designated by Landlord, reasonable access to the Apartment Home to read the submeter(s), if any, for Resident's Apartment Home.

(vi) If Resident moves into or out of the Apartment Home on a date other than the first day of the month, Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for payment of Rent or utilities for the Apartment Home. If Resident is in default under this Lease by vacating the Apartment Home before the end of the term, Resident shall be liable for all charges for utilities until the earlier of (1) the end of the term, or (2) until the Apartment Home is rented.

C. Failure to Pay Utilities. Resident shall pay all charges for utilities on the date specified in a Utility Bill, whether to Landlord or a utility provider.

This covenant is independent of every other covenant of this Lease. If Landlord elects to require ACH debit pursuant to Section 3, all Utility Bills payable to Landlord shall thereafter be paid by ACH debit in accordance with Section 3. If Resident is charged for utilities separately from Rent, then such charges shall be deemed additional "rent" for all purposes including for all purposes of any defaults under this Lease. Resident shall not allow any utility, other than telephone, to be interrupted or interfered with or disconnected by any means, including the non-payment of a bill, until the end of the Lease Term; interruption, interference or disconnection is hazardous, and a material breach of this Lease.

D. Use of Utilities. Resident shall use the utilities only for ordinary household purposes and shall not waste them. Resident shall not tamper with, adjust or disconnect any metering or submetering system or device.

E. Change or Interruption in Utility Service. Utilities now provided, or any utility rates now in effect, may not continue in the future. Resident's responsibility to pay for utilities shall be unaffected by any change in utilities, rate increase and/or reclassification. Landlord may make changes to, or install, utility wires, meters, sub-metering or load management systems, and similar electrical and other utility equipment serving the Apartment Home. This work shall be done in a reasonable manner.

#### 6. CONDITION OF APARTMENT HOME.

A. Move-In Condition Form. Before Resident takes possession of the Apartment Home, Resident and Landlord shall inspect the physical condition of the Apartment Home. Resident and Landlord shall execute Landlord's move-in and move-out condition form (the "Condition Form"), identifying all material damage or defects with the physical condition of the Apartment Home. Resident's failure to report specific defects or problems on the Condition Form shall be a binding agreement by Resident and conclusive evidence that the Apartment Home is acceptable and in good condition. Landlord has not made any promises to decorate, alter, repair or improve the Apartment Home, unless Landlord otherwise expressly states in the Condition Form or otherwise.

#### LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) OR COVENANTS RELATED TO THE APARTMENT HOME OR APARTMENT COMMUNITY AS A WHOLE.

##### B. Cleaning and Upkeep of Apartment Home.

(i) Resident shall keep the Apartment Home, including all balconies, patios, and other areas reserved for Resident's private use, in a clean and sanitary condition.

(ii) Resident shall be responsible for maintaining and securing all items located on balconies and patios of the Apartment Home. Without limiting the preceding sentence, Resident shall be solely responsible for removing and/or securing all moveable items that could accidentally fall or be blown off a balcony or patio during high wind events

(iii) Resident shall dispose of all garbage and recyclable materials in designated containers and areas in accordance with Landlord's regulations and applicable law. Resident shall not dispose of large items, except as permitted by Landlord. Landlord may charge Resident a fee for improper disposal of garbage.

(iv) Resident shall use all appliances, fixtures and equipment in the Apartment Home and Community in a safe manner and only for the purposes for which they are intended.

(v) Resident shall maintain a temperature of at least 55°F in the Apartment Home so that the pipes will not freeze.

(vi) Resident shall replace light bulbs in all light fixtures at Resident's expense.

(vii) Resident shall maintain all mechanical rooms located in the Apartment Home in compliance with applicable laws.

(viii) If the Apartment Home contains a "Stove Top Fire Stop" or similar canister above the stove, Resident shall be liable for any Loss related to such "Stove Top Fire Stop" or similar canister and shall pay Landlord for the replacement of each canister missing, damaged or not in working order. Resident shall notify Landlord immediately if any canister is missing or appears damaged.

(ix) Upon taking possession of the Apartment Home, Resident shall confirm that the smoke detector is in good working order, and Resident shall maintain the smoke detector(s) through the Lease Term.

(x) Upon request by Landlord, Resident shall, at Resident's expense, install rugs on any wood or laminate flooring in the Apartment Home for noise mitigation if deemed necessary by Landlord.

C. No Alterations. Resident shall not make any alterations, improvements, or installations to the interior or exterior of the Apartment Home, including wallpapering, contact paper, cork boards, mirrored squares, painting, awnings, window guards, shelves, screen doors, carpeting, alarm systems, electrical systems, telephone, computer, cable television outlets, shower head devices, washers, dryers (portable or otherwise), fans, heaters, or air conditioners without the prior written consent of Landlord. Resident may place a reasonable number of small holes in sheetrock walls and in the grooves of wood paneling to hang pictures. If Landlord permits Resident to install a washer, dryer or other appliance,

(i) Landlord may require Resident to permit Landlord to install the same (and to pay Landlord the reasonable costs of installation),

(ii) Landlord may require the use of non-burstable hoses,

(iii) Landlord may require Resident to carry Renter's Liability Insurance with a minimum of \$10,000 per occurrence and \$500 deductible, which insurance shall (a) be written by an insurance company licensed to write insurance in the jurisdiction in which the Community is located, (b) names Landlord as an additional insured, (c) provides that it cannot be cancelled or non-renewed without at least 30 days' prior written notice to Landlord, (d) includes a waiver of subrogation with respect to Landlord, and (e) is primary to any and all insurance carried by Landlord (collectively, the "Insurance Requirements").

(iv) Resident shall be liable for any Losses related to the use or presence of such appliance.

Resident shall be liable for all damage caused by any personal property or appliances permitted by Landlord. All such approved appliances must comply with applicable laws and Resident must furnish to Landlord satisfactory evidence of insurance that covers any and all damage related to such appliances prior to resident bringing such appliances into the Apartment Home, together with all insurance renewals. Resident shall not remove Landlord's fixtures, equipment, monitoring devices, or electronic alarm systems for any reason. If Resident makes any improvements to the Apartment Home (with or without Landlord's consent), such improvements shall, at the option of the Landlord, become the property of Landlord.

D. Water Furniture. Resident is permitted to place water furniture in the Apartment Home as long as such furniture is permitted by applicable building codes and as long as Resident furnishes evidence to Landlord of renter's insurance that covers any property damage related to the water bed prior to Resident bringing the water bed into the Apartment Home, together with all insurance renewals. The insurance shall

(i) be in a minimum amount of \$300,000 per occurrence;

(ii) have a deductible of no more than \$500; and

(iii) comply with the Insurance Requirements.

Resident shall maintain such insurance in effect for so long as the water bed is in the Apartment Home. Resident shall be liable for any Loss and shall indemnify and hold harmless Landlord with respect to the water bed. The presence of the insurance does not relieve Resident of any liability with respect to the water bed.

E. Signal Reception Devices. Resident may install signal reception devices (a "Satellite Dish or Antenna") used to receive direct broadcast satellite services, receive or transmit fixed wireless signals via satellite, receive video programming services via multipoint distribution services, receive or transmit fixed wireless signals other than via satellite, and/or receive television broadcast signals at the Apartment Home, subject to the following conditions:

(i) A satellite dish or antenna may not be installed by Resident if the service received by such Satellite Dish or Antenna is available to Resident through the building's master antenna system (if installed) at a cost comparable to the cost of Resident's proposed individual service.

(ii) A Satellite Dish or Antenna may not exceed one meter (3.3 feet) in diameter.

(iii) The location of the Satellite Dish or Antenna is limited to inside the Apartment Home or on a balcony or balcony railing, patio or terrace that is under the exclusive control of Resident. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or Common Area or in an area that other residents are allowed to use. Allowable locations may not provide an optimal signal, or any signal at all.

(iv) Resident's installation, operation and use (a) must comply with reasonable safety standards and all applicable laws; (b) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to Landlord's telecommunications systems; and (d) may not be connected to Landlord's electrical systems except by plugging into a 110-volt duplex receptacle. Installation must be in accordance with all applicable federal, state and local laws and in a manner that will not damage the Apartment Home. A Satellite Dish or Antenna that is placed in a permitted outside area, must be safely secured by one of three methods: (x) securely attaching it to a portable, heavy object such as a small slab of concrete; (y) clamping it to a part of the building's exterior that lies within the Resident's Apartment Home (such as balcony or patio railing without protruding over the railing); or (z) any other methods approved by Landlord. No other methods of attachment are allowed. Landlord may require reasonable screening of the Satellite Dish or Antenna that does not impair reception or transmission.

(v) Resident may not damage or alter the Apartment Home and may not drill holes through outside walls, door jambs, windowsills and the like. If Resident's Satellite Dish or Antenna is located outside the Apartment Home (such as on a balcony or patio) the signals received by it may be transmitted to the interior of Resident's Apartment Home only by the following methods: (a) running a flat cable under a door jamb or window sash in a manner that does not physically alter the Apartment Home and does not interfere with proper operation of the door or window; (b) 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; (c) 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; (d) wireless transmission of the signal from the Satellite Dish or Antenna to a device inside the Apartment Home; or (e) any other method approved by Landlord.

(vi) Resident shall maintain the satellite dish, antenna and all related equipment.

(vii) Resident shall remove the Satellite Dish or Antenna and other related equipment when Resident moves out of the Apartment Home. Resident shall pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Apartment Home to its condition prior to the installation of Resident's satellite dish, antenna or related equipment, ordinary wear and tear excepted.

(viii) As long as the satellite dish and antenna are installed in the Apartment Home, Resident shall maintain and provide Landlord, prior to Resident bringing the satellite dish into the Community, with satisfactory evidence of liability insurance in the amount of \$10,000 naming Landlord as an additional insured, together with all insurance renewals, to protect Landlord against Losses relating to Resident's Satellite Dish or Antenna. Resident shall comply with all Insurance Requirements. Resident shall hold harmless and indemnify Landlord's Related Parties against any Losses related to the use, maintenance or presence of Resident's satellite dish, antenna or related equipment.

(ix) Resident's Deposit shall be increased by an Antenna Deposit of \$0.00 to offset possible repair costs, damages, or failure to remove at time of move out. This addition to the Deposit does not imply a right to drill or otherwise alter the Apartment Home or Common Areas, and it may be used for any purpose, whether or not related to the satellite dish, antenna, or related equipment.

(x) Resident may start installation of Resident's Satellite Dish or Antenna only after Resident has: (a) provided Landlord with a copy of written proof of the liability insurance referred to in this section; and (b) paid the additional Deposit referred to in this section. After Resident

has met the requirements in this section, Landlord shall issue Landlord's written authorization on the Community's satellite dish approval form.

F. Damage to Apartment Home. Resident shall pay to Landlord within 5 days after demand the Loss incurred by Landlord caused by any Resident Party or pets or animals, or Landlord may deduct such amount due from the Deposit and/or the Pet Deposit. Landlord may demand such payment either before or after a repair is made. Landlord's delay in demanding such payment is not a waiver of Landlord's right to demand such payment.

G. Mold Remediation.

(i) Resident shall use best efforts to prevent conditions in the Apartment Home that could create an environment conducive to mold growth, including:

(a) Controlling indoor temperature and humidity by maintaining fresh air circulation, using the HVAC system during hot weather (whether or not any Resident Party is in the Apartment Home) to maintain the temperature in the Apartment Home at 76°F or lower, keeping the humidity in the Apartment Home below sixty percent (60%), and not running the air conditioner with windows or balcony doors open. Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" Setting. Resident accepts responsibility for condensation and potential mold development if air conditioning is consistently run with the windows or balcony doors open. Landlord shall have the right (but not the obligation) to enter the Apartment Home upon reasonable notice to turn on the air conditioning in an effort to cause the temperature within the Apartment Home to be maintained as required herein while Resident is absent from the Apartment Home (with all utility consumption costs to be paid by Resident to the extent otherwise required herein);

(b) Not disconnecting, altering or otherwise changing the HVAC system, bathroom, and kitchen exhaust fans;

(c) Arranging furniture so as not to block airflow or thermostats;

(d) Not installing any vapor barriers that can trap moisture in interior wall cavities, such as wall paper or paneling;

(e) Not installing carpet in wet areas, such as kitchens or bathrooms, or on balconies;

(f) Not storing paper and cardboard in unventilated areas;

(g) Drying surfaces that develop condensation;

(h) Using bathroom exhaust fans when showering;

(i) Preventing elevated humidity levels from fish tanks and humidifiers;

(j) Placing saucers underneath houseplants and avoiding excessive numbers of house plants;

(k) Using exhaust fans when cooking, washing dishes or house cleaning;

(l) Not obstructing or otherwise blocking building weep screens, drains, gutters, or any other means of water drainage from the building or balconies. Residents agree to notify building management if bathroom or kitchen sealants crack, dry out, rot, or are otherwise compromised;

(m) Preventing rainwater from entering the Apartment Home;

(n) Cleaning and drying any damp surfaces, carpeting or personal property within 48 hours of the dampness occurring;

(o) Conducting visual inspections of the Apartment Home at least once a month for plumbing and other water leaks and reporting plumbing leaks or uncontrollable moisture to the management office promptly;

(p) Conducting visual inspections of the Apartment Home at least once a month for mold on window frames, carpets, tiles, plants,



personal property, wallpaper, books, and papers and regularly cleaning small amounts of mold or mildew, for example on bathtub areas and window sills, with detergent and drying the surface; and

(q) Not bringing any personal property into the Apartment Home that contains visible mold.

(r) Do not overfill closets or storage areas. Ventilation is important in these spaces.

(ii) If suspect fungal growth or excessive moisture develops, Resident shall notify Landlord immediately and shall remedy any such conditions caused by any Resident Party. Landlord's Related Parties are not responsible for the consequences of any conduct of any Resident Party that leads to or exacerbates mold growth (including, but not limited to, Resident's failure to immediately notify Landlord and remedy any conditions caused by any Resident Party), and Resident shall indemnify and hold harmless Landlord's Related Parties from any Loss related to such conduct. Resident promptly shall report to Landlord, in writing, any actual or potential moisture or mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential moisture or mold problem constitutes a default and an unconditional waiver and release of Claims relating to the unreported conditions.

(iii) If Landlord notifies Resident of Landlord's intention to investigate and/or remediate mold in the Apartment Home, Resident shall provide immediate access to the Apartment Home to permit Landlord to investigate and/or remediate any problem. If Landlord determines that Resident should vacate the Apartment Home during investigation and/or remediation, Resident will relocate (at Landlord's expense) to another Apartment Home within the Community for the period of time necessary to complete such investigation and/or remediation. Resident's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a breach of this Lease by Resident and an unconditional waiver and release of any Claims related to exposure to or the presence of mold. Upon Resident's breach of any provision of this section, Landlord may terminate this Lease, evict Resident immediately and exercise all other remedies for breach of this Lease.

(iv) If Resident is found to be partially or wholly liable for the mold infestation and cost of remediation, Resident shall be responsible for all Losses suffered by Landlord, including, but not limited to, investigation and remediation expenses and costs to relocate Resident.

(v) If Resident fails to comply with this Section 6.G, Resident can be held responsible for property damage to the Apartment Home and any health problems that may result. Noncompliance includes but is not limited to Resident's failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity and Resident shall be liable to Landlord for damages sustained to the Apartment Home. Resident shall hold Landlord harmless for damage or injury to person or property as a result of Resident's failure to comply with the terms of this Section 6.G.

**(vi) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS REQUIRED BY APPLICABLE LAW, LANDLORD DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE EXISTENCE OR DEVELOPMENT OF MOLD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW RESIDENT IS HEREBY DEEMED TO WAIVE AND EXPRESSLY RELEASE ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM THE EXISTENCE AND/OR DEVELOPMENT OF MOLD.**

H. Emergencies. If an emergency or other event occurs which, in Landlord's reasonable opinion, jeopardizes the health, safety or welfare of Resident Parties or persons in the Community, Landlord may

(i) lock-out, or otherwise prohibit, Resident from entering the Apartment Home for a reasonable period of time, and such action shall not constitute constructive or actual eviction, or

(ii) terminate this Lease by written notice to Resident.

I. Basements. Resident may use the finished basement, if any, in the Apartment Home as living space as long as the occupancy limits for the Apartment Home are not exceeded. Resident acknowledges that the basement may not be flood free, and Landlord shall not be liable for any Losses arising from the use of the basement.

J. Fireplaces. Resident shall be liable for any Losses resulting from the use of any fireplace located in the Apartment Home.

K. Bed Bugs and Pests.

(i) "**Pests**" include (but are not limited to) ants, bed bugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects.

(ii) Landlord has inspected the Apartment Home and is unaware of any pests in the Apartment Home. At move-in, Resident will complete and sign a Condition Form documenting the Apartment Home's condition. If Resident fails to report pests in the Condition Form, it will be presumed that the Apartment Home has been delivered in good condition and free of pests.

(iii) Resident agrees to cooperate with Landlord's pest control efforts by:

- Keeping the Apartment Home clean and uncluttered;
- Promptly advising Landlord of any pest infestations or pest control needs;
- Providing Landlord with access to Apartment Home for Landlord's pest control assessments and pest control treatment;
- Preparing the Apartment Home for pest control treatment and/or vacating the Apartment Home when necessary in connection with Landlord's pest control efforts. Resident will comply with all instructions necessary to prepare the Apartment Home for fumigation, testing/inspection or repair. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident's responsibility and at Resident's expense unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware;
- Upon request by Landlord, promptly providing Landlord with copies of all records, documents, sampling data and other materials relating to the condition of the Apartment Home.

(iv) If requested by Landlord, Resident agrees to temporarily vacate the Apartment Home for fumigation, testing/inspection, or repairs. If Resident is required to vacate the Apartment Home for treatment, Landlord may (but will not be required to) waive rent due for the period of Resident's vacancy on a per diem basis. Alternatively, Landlord may choose to temporarily relocate Resident to another unit for the Apartment Home during the treatment period. Resident will be entitled to neither unless the infestation was the result of Landlord's negligence, intentional wrongdoing or violation of law. Resident will bear the expense of moving Resident and his or her property to the substitute unit unless otherwise agreed by Landlord or otherwise provided by law. If Resident relocates, upon written notice of completion of the pest control measures requiring relocation, Resident will promptly return and reoccupy Resident's original unit (the Apartment Home) and vacate the substitute unit.

(v) Bed bugs are wingless parasites about 1/5 inch long. Adult bed bugs are rusty red or mahogany. Immature bed bugs are smaller and are a lighter, yellowish-white color. Bed bug infestations are becoming more common and can be found even in first class hotel and living accommodations. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

To prevent bed bug infestations, Resident agrees that before move-in and/or bringing new items to the Apartment Home, Resident will inspect all luggage, bedding, clothing, and personal property and to carefully scrutinize and consider the history of any used furniture before bringing it to the Apartment Home. (Resident should be mindful that furniture found discarded in or around dumpsters or elsewhere may have been discarded because of a bed bug infestation). Resident will allow Landlord to do the same upon request. If Landlord has a concern about possible infestation,

Landlord may (but will not be obligated to) either prohibit Resident from bringing the item into the Apartment Home and building or, require Resident to have the item treated at Resident's expense before the item is brought into the Apartment Home or building.

Resident will immediately notify Landlord of any condition in the Apartment Home indicating a bed bug infestation, such as bed bugs (whether alive or dead); blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed; or a sweet odor.

Bed bug treatment is challenging. It requires Resident's cooperation, professional treatments over several weeks, and will require treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bed bug extermination, and because of the risk that bed bugs could spread into other units, Resident agrees that if bed bugs are found, Resident will immediately contact Landlord, and will not attempt to personally exterminate bed bugs without professional assistance. Resident acknowledges that Landlord shall not be responsible for any loss of personal property suffered by Resident as a result of an infestation of bed bugs. Resident may acquire renter's insurance to cover such losses.

(vi) Because pests may pose a risk to the health and safety of other residents, Resident's breach of Resident's pest control obligations is a material breach of the Lease.

(vii) Resident agrees to indemnify and hold Landlord harmless from any claims, losses, damages and expenses that Landlord incurs from the negligence of Resident or Resident's household members, guests or agents, or their failure to comply with Resident's pest control obligations.

#### L. Smart Devices.

(i) Landlord may provide for Resident's use various devices for the Apartment Home capable of being connected to the internet and accessed through a mobile application, including, without limitation, door locks and thermostats ("Smart Devices"). The software embedded in these Smart Devices and the mobile applications through which they may be accessed ("Smart Device Software") are the subject of separate agreements between Resident and the third-party Smart Device provider. Landlord has no obligation or liability for the functioning of the Smart Device Software and Tenant will look solely to the third-party Smart Device provider for any remedy that Tenant may have concerning the Smart Device Software. Landlord has no obligation to continue the use of the Smart Devices and, in its sole and absolute discretion, may elect at any time to remove or replace the Smart Devices with different Smart Devices or with conventional devices. Landlord's sole obligation and Tenant's sole remedy regarding a Smart Device provided by Landlord to Resident is to repair or replace the Smart Device with either another Smart Device or a conventional device (such as a conventional thermostat or door lock). Nothing in the preceding sentence is intended to expand the extent of or alter the limits on Landlord's obligation to repair fixtures or equipment that belong to Landlord or Landlord's obligations or liability to Tenant under this Lease. Landlord may charge Resident a fee for the use of the Smart Devices and/or Smart Device Software, which fee shall be deemed additional rent under this Lease.

(ii) Resident acknowledges that when Resident downloads, installs, or uses the Smart Device Software, the Smart Device Software may collect information about Resident's use of the Smart Device Software, including information Resident provides directly or through automated means, such as thermostat mode and set point changes, current temperature, lock status and lock/unlock attempts, PIN codes for the lock, email and phone number of guests with guest codes, contents of support chat conversations, time stamp, login credentials, and other information (including, without limitation, Resident's first and last name, email address, phone number, and address provided by Resident during registration). Landlord and its affiliates may receive this information from the third-party Smart Device provider and use this information for various purposes including, without limitation, identity management, security, auditing, marketing, and service delivery and improvement.

7. **REPAIRS AND MALFUNCTIONS.** Resident shall request promptly any repairs to be made to the Apartment Home or its contents, fixtures, security devices and other equipment that belong to Landlord. Resident must notify Landlord immediately of any malfunction or damage caused by fire, water or similar cause and of any water leaks, electrical problems, heating problems, broken locks or latches or other condition that may pose a hazard to health, property or safety. Upon receipt of a request, Landlord shall endeavor to act with reasonable diligence to make the repairs and this Lease shall continue and the Rent shall not abate. The Resident's request for repair is Resident's agreement for Landlord to enter the Apartment Home to perform the repair. Landlord may decide not to enter the Apartment Home if a person under 18 years old is present without a person 18 years or older also present. Landlord temporarily may turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance and this shall not constitute constructive eviction of Resident or violation of §83.67 of the Florida Statutes. If a request for repair is not made in writing, Resident must establish when Resident made the request.

#### **8. KEYS AND LOCKS.**

A. **Ownership of Keys and Access Cards.** All keys, access cards and remote controls are the sole property of Landlord. Landlord may charge an addition to the Deposit for any key, access card or remote control, and may charge a fee if any key, access card or remote control is lost or not returned. Resident shall be liable for any Loss related to the improper use of any key, access card or remote control. At the termination of this Lease, Resident shall return all keys, access cards and remote controls to Landlord.

B. **Change in Locks.** Resident shall not install additional or different locks or gates on any door or window of the Apartment Home without the prior written permission of Landlord. If Landlord approves Resident's request to install such locks, Resident shall provide Landlord with a key for each lock and shall reimburse Landlord all reasonable costs incurred to remove such locks. Resident shall not duplicate keys for the Apartment Home. Landlord may copy all keys for the Apartment Home, whether provided by Landlord or Resident.

#### **9. COMMUNITY POLICIES.**

A. **Community Rules.** Resident Parties shall comply with the Community Rules. Resident is responsible for the conduct of the Resident Parties. Any guest aged 12 or under must be accompanied by a Resident over 18 years old anywhere in the Community, including Common Areas. Landlord may set a reasonable curfew for persons under 18 years old. Landlord may make reasonable policy changes that are applicable to all residents if in writing and given to Resident. All policy changes shall be effective 30 days after notice to Resident and shall constitute a part of this Lease. **Resident acknowledges receipt of the written Community Rules from Landlord prior to the execution of this Lease and understands that the terms and conditions of the Community Rules are incorporated in this Lease.**

B. **Common Areas.** Common Areas are subject to Landlord's exclusive control. Sidewalks, steps, outside hallways, entrances, walkways and stairs shall not be obstructed in any way or used for any purpose other than ingress or egress. Common Areas may not be used for storage or the placement of bicycles, personal property, athletic equipment, trash, refuse or similar items. Landlord may impose specific restrictions on Resident's use of the Common Areas by giving notice by sign, letter or other means to Resident, and violation of any such restrictions shall be a default by Resident of this Lease. Resident Parties shall use Common Areas with care and solely at their own risk.

C. **Defacing the Common Areas.** Resident shall not litter the Community grounds or Common Areas, destroy, deface, damage or remove any part of the Apartment Home, Common Areas or other parts of the Community, or light any open fires except in designated fireplaces. Except as otherwise provided by law, Resident shall not display any sign or advertising matter that is visible outside the Apartment Home or is on the Common Areas nor otherwise in the Community without Landlord's prior written consent.

D. **Other Improper Conduct.** Resident Parties shall not engage in unlawful, improper, unreasonable or prohibited behavior, all of which shall be a breach of this Lease, including the following:

- (i) loitering in Common Areas or the management or leasing office;
- (ii) using landscaped areas for recreational purposes;
- (iii) serving alcoholic beverages in Common Areas;

(iv) loud, disorderly, or unlawful conduct, harassment, or nuisances, including, but not limited to, noxious odors or other emissions that violate any applicable law;

(v) disturbing, infringing upon, adversely affecting or threatening the rights, comfort, health, safety, property or convenience of others in or near the Community;

(vi) possessing, selling, or manufacturing illegal drugs or drug paraphernalia;

(vii) engaging in or threatening violence;

(viii) possessing a weapon prohibited by law;

(ix) discharging a firearm in the Community;

(x) displaying or possessing a gun, knife or other weapon in the Common Area in a way that may alarm others;

(xi) authorizing solicitors or salespersons to enter the Community;

(xii) operating a business;

(xiii) bringing hazardous materials into the Community;

(xiv) using sterno logs in the fireplace; using candles or kerosene lamps or heaters;

(xv) cooking on a balcony or in the Common Area (other than those in which such cooking is expressly permitted by Landlord);

(xvi) storing anything in closets which contains gasoline, kerosene, propane or other similar substances;

(xvii) engaging in any act or practice which will injure the reputation of the Community or cause harm to others; or

(xviii) violating any law, regulation, ordinance or order.

E. Landlord's Right to Exclude Persons. Landlord reserves the right to control the entry upon the Community by Resident's guests or invitees. Landlord reserves the right to exclude any Resident Party and other persons

(i) who, in Landlord's reasonable discretion, are involved in activities, including illegal drug-related activities, which may be harmful to the residents and neighbors of the Community,

(ii) who, in Landlord's reasonable discretion, cause disturbances at the Community which disrupt the livability of the Community or interfere with the management of the Community or the quiet enjoyment of any resident to their Apartment Home, or

(iii) whose activities at the Community are in violation of any laws.

Landlord may exclude anyone who previously has been evicted from the Community for a Non-Rent Default. Additional Live-In Residents, and guests and invitees who have been notified by Landlord not to return to the Community also may be arrested for criminal trespass if they return to and enter the Community. If Resident has an Additional Live-In Resident, guest or invitee in the Apartment Home or on the Community whose presence at the Community is a violation of this section, Resident shall be in violation of this Lease. If Resident does not cure such violation within 7 days after receipt of written notice from Landlord, or if Resident again is in violation of this section after receiving a notice of default and right to cure, this Lease shall terminate and Resident shall be in default of this Lease. If such violation may cause imminent harm to any person or property (as determined in Landlord's reasonable discretion), then the 7-day request shall be inapplicable and Resident shall cure the violation immediately upon verbal or written notice from Landlord.

F. Member Cards. Landlord may photograph each resident of the Community and give such resident a Member Card with his or her picture on the Member Card for identifying individuals who live and have access to the Community and the Common Areas. Landlord may install devices that require use of the Member Cards to gain access. Landlord may require that the Member Card be produced by anyone seeking access, and may exclude access for a reasonable period of time to anyone who does not produce the Member Card until the resident's identity can be verified. Landlord may disclose Resident information contained on the Member Cards, including photographs, only if Resident consents to disclosure, in accordance with the Community's resident privacy policy or if requested to do so by law enforcement officials. Landlord

will not use the Member Cards for commercial purposes. Member Cards may be used only for identifying residents to the Community and not for proof of legal residency or identity to third parties. The Member Cards are the property of Landlord and must be returned upon request or upon termination of this Lease. Landlord shall have no obligation to provide or require the use of Member Cards.

G. Deliveries. Landlord may accept deliveries of certain types of parcels at the Landlord's management office. If Resident desires Landlord to permit a delivery person to enter the Apartment Home, Resident must execute Landlord's permission form. Landlord's Representatives shall not be liable for any Loss relating to deliveries accepted by Landlord or any entry into Resident's Apartment Home.

H. Fees and Charges. Landlord may charge Resident reasonable fees and charges as stated in the Community Rules. Fees and charges are additional "rent" for all purposes.

10. PARKING AND VEHICLES. Landlord may regulate and/or prohibit the time, manner, place of parking, number parked, charge for parking, use and/or storage of cars, trucks, recreational and commercial vehicles, motorcycles, mopeds, boats and other motor vehicles ("**Motor Vehicles**"), and of bicycles, trailers, tricycles, skateboards, roller skates, trampolines, and exercise equipment. Landlord may limit the parking spaces available for guests and invitees and limit the duration that a guest or invitee may park at the Community. A guest or invitee shall not be allowed to park at the Community for more than 7 days in any month. A Motor Vehicle is unauthorized or illegally parked in the Community if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has no current license or no current inspection sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Additional Live-In Resident who has surrendered or abandoned the Apartment Home; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space marked for other resident(s) or Apartment Homes(s); (J) is parked on the grass, sidewalk, patio or staircase; (K) blocks garbage trucks from access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm; or (N) is parked in a designated visitor or office parking space. Except as permitted by Landlord, Resident shall not perform repairs or maintenance on any Motor Vehicle anywhere in the Community. Motorcycles and mopeds may be parked only in designated areas and must have an operable device to prevent damage to the asphalt from the kickstand or similar support device. Gasoline, fuel grade alcohol or other explosive materials may not be stored at the Community, including, in parking areas. Resident shall be responsible for oil stains and other damage caused by any Motor Vehicle of any Resident Party. No Motor Vehicle may be parked or stored at the Community unless such Motor Vehicle is regularly used by a Resident Party as a means of transportation. Resident Parties are responsible for the proper operation of vehicle alarms and theft deterrent systems. Landlord may tow, at the expense of the owner and Resident, a Motor Vehicle that is unauthorized or illegally parked at the Community, or parked in violation of this Lease. Landlord shall not be liable for any Losses resulting from such towing.

11. EQUIPMENT, SERVICES AND FACILITIES. Landlord may provide for Resident's use various services, equipment and facilities (collectively, the "**Facilities**"), such as laundry rooms, exercise rooms and facilities, storerooms and swimming pools. Landlord may modify or cancel the Facilities at any time. Resident's use of the Facilities is subject to the Community Rules or the rules or instructions provided at the Community. Resident shall not allow Resident Parties who do not comply with the rules to use the Facilities. Resident may be required to show identification to enter or use the Facilities. Landlord may deny use or access to any Resident Party who fails to follow instructions or fails to comply with the rules or the requirements of this section. The Facilities are provided for Resident only as an incidental service, and Landlord may not provide any attendants or supervisors. Resident Parties shall use the Facilities wholly at their own risk. To the extent allowed by law, Resident Parties shall use the Facilities wholly at their own risk, and will indemnify and hold harmless Landlord's Related Parties from any Claim or Loss suffered or sustained by Resident Parties in connection with the use of the Facilities, regardless of whether such Loss results from Landlord's negligence, but excluding Landlord's gross negligence or willful misconduct. Landlord disclaims, excludes and denies all express and implied warranties with respect to the physical condition and operation of the Facilities provided. Landlord disclaims, excludes and denies all express and implied warranties with respect to the physical condition

and operation of the Facilities provided. The Facilities are for the exclusive use of Resident and Additional Live-In Residents and for invitees and guests of Resident and Additional Live-In Residents as permitted by Landlord.

## 12. **LIABILITY.**

A. **Insurance.** **LANDLORD AND LANDLORD'S REPRESENTATIVE ARE NOT INSURERS. LANDLORD STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, INCLUDING LOSSES FROM THEFT, FIRE, WATER DAMAGE AND VANDALISM.**

Resident specifically and expressly agrees that (1) he/she is not an implied co-insured of Landlord or Landlord's Related Parties under any insurance policies carried by Landlord or Landlord Related Parties and (2) Resident will be liable to Landlord for fire damage or other casualty to the Community caused by the Resident Parties.

### B. **Personal Safety.**

(i) Landlord's Related Parties do not guarantee or warrant Resident's personal security or safety. Landlord has no duty to provide security devices. Any protective steps (such as courtesy patrols or guards) that Landlord takes are neither a guarantee nor warranty against criminal acts or against the violent tendencies of third persons in the Community or otherwise. Resident's personal safety and security is Resident's personal responsibility.

(ii) Landlord is under no obligation or duty to inspect, test or repair any security device. Landlord may elect to retain (or cancel) an independent contractor for lockouts, disturbances, fire lane violations and problems similar in nature. Landlord assumes no responsibility for the security of Resident through the retention of an independent contractor. Landlord has no liability for the acts or omissions, whether negligent, intentional or otherwise, of such independent contractor. The independent contractor is not a police force or a guaranteed deterrent to crime. In the event of criminal activity, Resident should contact the police department.

(iii) Resident shall give Landlord keys, codes or operating devices immediately upon installation of any additional security device in the Apartment Home. Any security devices installed by Resident must comply with all applicable laws. Resident shall provide Landlord with a copy of any necessary permit or license prior to installing any additional security device. Resident shall be liable for any license or other fee, or any fine, related to any additional security device.

C. **Release.** To the greatest extent allowed by law, Resident, for Resident Parties, releases Landlord's Related Parties, and acknowledges and agrees that Landlord's Related Parties shall not be liable for any Loss incurred as a result of the following:

(i) theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the Apartment Home, defects in the Community (including latent defects), pest infestation, acts of God, acts of terror, acts of other residents or their occupants, guests or invitees, or any other cause;

(ii) utility services, outages, interruptions or fluctuations in utilities provided to the Apartment Home;

(iii) the failure of Landlord to deliver possession of the Apartment Home or the termination of this Lease pursuant to the terms of this Lease;

(iv) the use of the Community's equipment, services and facilities;

(v) the storage, disposal or sale of personal property in the Apartment Home, including theft by others and under Section 15;

To the greatest extent allowed by law, (a) Resident, for Resident Parties, unconditionally and absolutely releases Landlord's Related Parties from all Losses and waives all claims for offset, setoff or reduction of Rent or diminished rental value of the Apartment Home resulting from such Losses, and (b) Resident shall indemnify and hold harmless Landlord's Related Parties from any Loss related to the use or occupancy of the Apartment Home or Community by Resident Parties and from any Claims made by Resident Parties.

13. **ENTRY BY LANDLORD.** Landlord may enter the Apartment Home from 7:30 am to 8:00pm upon 24-hour notice for the protection or preservation of the Apartment Home or at any time in case of an emergency. If any Resident Party is present, then repairers, servicers, or Landlord's representatives may peacefully enter the Apartment Home at reasonable times for the purpose of responding to Resident's request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances; furniture, equipment or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under the Community Rules; removing unauthorized pets; cutting off electricity according to statute; retrieving property owned or leased by former resident; inspections when immediate danger to person or property is reasonably suspected; entry by a law enforcement officer with search or arrest warrant or in hot pursuit; showing the Apartment Home to prospective residents (after move-out or vacate notice has been given); showing the Apartment Home to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents or for any other lawful purposes. If a Resident Party is not present, Landlord may enter the Apartment Home for the above purposes upon reasonable notice to Resident and at a reasonable time, and after entry, Landlord shall leave a notice of such entry in the Apartment Home.

14. **ANIMALS.** Resident shall not permit any animal, including pets (even temporarily except for service animals of guests or invitees with disabilities), to enter or remain in the Apartment Home or the Community without the prior written consent of Landlord. The presence of an animal without Landlord's consent shall constitute a material breach of this Lease.

## 15. **ABANDONMENT.**

A. **When Abandonment Occurs.** During the Lease Term, the Apartment Home and any of Resident's personal property in the Apartment Home shall be deemed abandoned when Resident is absent from the Apartment Home without notice to Landlord for at least 15 consecutive days while Rent is late for 15 or more days unless Resident has notified Landlord of an intended absence.

B. **Disposition of Personal Property.** If Resident leaves personal property in the Apartment Home at the end of this Lease or abandonment of the Apartment Home, Resident irrevocably waives for all Resident Parties all right, title and interest any Resident Party has to such personal property and grants to Landlord full authority to dispose immediately of the personal property without notice, court order or accountability, including throwing away such personal property, giving it to charity or selling it, as determined by Landlord. Landlord does not have any duty to store or sell any of Resident's personal property. Landlord may dispose of personal property upon the death of Resident as permitted by law.

**BY SIGNING THIS LEASE RESIDENT AGREES THAT, UPON SURRENDER OR ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF RESIDENT'S PERSONAL PROPERTY.**

If Landlord does store or sell any such personal property, Resident shall pay Landlord the reasonable charges for packing, removing, storing and selling any property removed or stored by Landlord. Resident grants Landlord a lien on Resident's personal property for all Rent and other amounts owed by Resident to Landlord, and all proceeds from any sale shall be applied first to the costs of such storage and sale, then to amounts that are not considered additional "rent" by applicable law, then to delinquent Rent and then to current monthly Rent. If Landlord sells any personal property of Resident, Landlord may do so pursuant to any means permitted by law, including by either public or private sale, and after at least 10 days prior written notice delivered to Resident or at least 15 days if mailed to Resident. If Landlord has stored any personal property, Resident may redeem it only after paying Landlord all sums Resident owes Landlord. Landlord may require Resident to claim such redeemed personal property at the Community or place of storage.

Notwithstanding anything to the contrary herein, and in the event the last remaining Resident or Resident Parties are deceased during the Term, Landlord may dispose of any decedent's property remaining in the Apartment Home 60

days after death, if Rent is unpaid and no estate is or has been opened. Landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative.

#### 16. DEFAULT BY RESIDENT.

A. Default. Resident will be in default if

- (i) Resident fails to pay Rent or other amounts that Resident owes;
- (ii) any Resident Party violates this Lease, the Community Rules, or fire, safety, health, or criminal laws, regardless of whether arrest occurs;
- (iii) Resident abandons the Apartment Home;
- (iv) Resident (or Resident's Guarantor) gives incorrect or false information in the rental application or in this Lease;
- (v) Resident or any Additional Live-In Resident is arrested for a felony or misdemeanor offense involving (a) actual or potential physical harm to a person, (b) possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Controlled Substances Act or (c) sexual misconduct;
- (vi) any illegal drugs or paraphernalia are found in the Apartment Home;
- (vii) Resident or any Additional Live-In Resident in bad faith makes an invalid habitability complaint to an official or employee of a utility company or the government;
- (viii) Resident fails to act in good faith in Resident's performance under this Lease; or
- (ix) Resident or any Additional Live-In Resident has been is or becomes a Specially Designated National or other Blocked Person designated by the United States government as a person who commits or supports terrorism or is involved in international narcotics trafficking.

B. Remedies-Generally. If Resident is in default of this Lease and Landlord has obtained a writ of possession, or Resident has surrendered possession of the Apartment Home to Landlord, or Resident has abandoned the Apartment Home, Landlord may retake possession of the Apartment Home for the account of Resident, holding Resident liable for the difference between rental stipulated to be paid under this Lease and what, in good faith, Landlord is able to recover from a reletting and exercise all other rights and remedies provided by law.

C. Eviction. If Resident defaults, Landlord may retake possession of the Apartment Home as provided by statute and exercise all other rights and remedies provided by law.

D. Holdover. If Resident holds over beyond the date contained in Resident's move-out notice or Landlord's notice to vacate (or beyond a different move-out date agreed to by the parties in writing), then: holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; and rent for the holdover period will be increased to double the Rent under this Lease without notice.

E. Other Remedies. If Resident is delinquent in the payment of any sums due under this Lease, including insufficient funds or returned checks, or otherwise is in default of this Lease, Landlord may report unpaid amounts and defaults to credit agencies and to tenant reporting bureaus. Upon Resident's default, Landlord has all other legal rights and remedies provided by law, including Lease termination and all remedies provided by statute. In the event of litigation or arbitration regarding this Lease, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs

17 MULTIPLE RESIDENTS. If there is more than one Resident, each Resident is jointly and severally liable for all obligations under this Lease. The violation of this Lease by any Resident Party is a violation by all Residents. Requests and notices from Landlord to any Resident constitute notice to all Residents and Additional Live-In Residents. A notice from, consent by (including consent for entry into the Apartment Home) or action taken by any Resident is a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by Landlord to one of the Residents shall bind all Residents with the same force and effect as if made to each Resident. An Additional Live-In Resident who has permanently moved out according to an affidavit signed by a Resident is, at Landlord's option, no longer

entitled to occupancy of or keys to the Apartment Home. The termination of such person's right of occupancy of the Apartment Home shall not release such person from any obligations under this Lease unless specifically agreed in writing by Landlord.

18. ASSIGNMENT. Resident shall not sublet the Apartment Home or assign this Lease for any length of time, including, but not limited to, renting out the Apartment Home using a short term rental service such as airbnb.com, VRBO.com or homeaway.com. Any purported assignment or sublet of this Lease or the Apartment Home without the prior written consent of Landlord is null and void. A departing Resident's claim to any Deposit automatically transfers to the replacing Resident upon the date of Landlord's written approval of such replacement, and the departing Resident shall have no rights or claims to the Deposit against Landlord.

#### 19. RELEASE OF RESIDENT.

A. No Release. Resident shall not be released from this Lease on any grounds, including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, layoff or termination of employment, marriage, divorce, marriage reconciliation, loss of co-residents, bad health, or any other reason (except as expressly stated in this section).

B. Limited Exception-Military Servicemembers. Pursuant to §83.682 Florida Statutes, as the same may be amended from time to time, Resident may terminate this Lease before the Lease End Date by providing the written notice required below if:

- (i) Resident is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the Apartment Home;
- (ii) The Resident is prematurely or involuntarily discharged or released from active duty or state duty;
- (iii) The Resident is released from active duty or state active duty after having leased the Apartment Home while on active duty or state active duty status and the Apartment Home is 35 miles or more from the Resident's home of record prior to entering active duty or state active duty;
- (iv) After entering into this Lease, the Resident receives military orders requiring him or her to move into government quarters or the Resident becomes eligible to live in and opts to move into government quarters;
- (v) The Resident receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the Apartment Home, provided such orders are for a period exceeding 60 days; or
- (vi) The Resident has leased the property, but prior to taking possession of the Apartment Home, receives a change of orders to an area that is 35 miles or more from the location of the Apartment Home.

In order to terminate this Lease under this "Limited Exception-Military Servicemembers", Resident must give Landlord written notice of termination. The termination shall be effective 30 days after the date of Resident's notice. At the time Resident gives such notice, Resident must furnish Landlord with a copy of the Resident's military orders proving eligibility for the Limited Exception under paragraph 19B(i) through (vi) above. The release under this subsection applies only to the Resident in U.S. military service and such Resident's dependents (including Resident's spouse).

C. Death of All Residents. If all Residents are no longer living, this Lease shall terminate upon the death of the last such Resident.

#### 20. MOVE OUT PROCEDURES.

A. Move Out Cleaning and Inspection. Resident shall comply with the terms of Landlord's move-out instructions and otherwise peacefully vacate and surrender possession of the Apartment Home in the same condition as when leased, except for ordinary wear and tear. Resident shall clean thoroughly the Apartment Home, including bathrooms, kitchen appliances, windows, furniture, patios, garage and storage rooms, to the same level of cleanliness that existed at the time Resident first took occupancy. After Resident vacates the Apartment Home, Landlord will inspect the Apartment Home and shall complete the Condition Form. Resident may request in writing that Landlord conduct the inspection in Resident's presence by giving Landlord at least 5 days notice prior to Resident's vacating the Apartment Home. Landlord shall then inform

Resident, in writing, of the date and time of the inspection. Any verbal estimate of repairs, charges or deductions given by Landlord's Related Parties shall not bind Landlord.

B. **Surrender.** "Surrender" or "vacating" of the Apartment Home shall occur upon the first to occur of the following events:

(i) all Residents who signed this Lease live elsewhere and the Lease Term has expired or been terminated; or

(ii) all keys, access cards and remote openers have been turned in.

## 21. **SMOKE FREE AREAS**

A. **Purpose.** The parties want to reduce or eliminate (a) the irritation and known health effects of secondhand smoke; (b) the increased maintenance, cleaning and redecorating costs from smoking, and (c) the increased risk of fire and insurance costs associated with smoking.

B. **Smoking Definition.** "Smoke" or "Smoking" as those terms are used in this Lease means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product, or any e-cigarette or similar vaporizer, in any manner or in any form.

C. **Smoking Prohibited.** Resident, Additional Live-In Residents, guests or invitees may not smoke anywhere in the Smoke-Free Areas, identified in the Definition Annex. Resident must inform guests and invitees of the no-smoking policy within the Smoke-Free Areas.

D. **Landlord Rights.** Landlord will have the right, but not the obligation, to enforce the terms of this Section 21. A material breach of this Section 21 will be a material breach of the Lease and grounds for immediate termination of the Lease. Landlord shall also have the right to fine Resident \$250 for each breach of this Addendum. Additionally, Resident will be responsible for any damage caused by Resident's breach. These damages may include (but are not limited to) the cost to clean items discolored or smelling of smoke (such as carpets, draperies, walls and other items), repair burn marks, and remove cigarette butts.

E. **No Guarantee or Warranty.** Neither Landlord nor Landlord's Representatives guarantee or warranty Resident's health or the smoke-free condition of the designated smoke-free areas. Resident acknowledges that the success of Landlord's efforts to make the designated areas smoke-free is dependent on voluntary compliance by Resident and others. Resident acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the Community or portions thereof as smoke-free do not in any way change the standard of care that Landlord would have to Resident's household to render buildings and Apartment Home designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's Apartment Home will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Apartment Home or common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Section is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby notified that Landlord does not assume any higher duty of care to enforce this Section than any other Landlord obligation under the Lease.

F. **Current Residents.** Residents currently living in designated smoke-free areas under previous leases may not immediately be subject to the no-smoking policy. As current residents in designated smoke-free areas enter into new leases, or convert to month-to-month tenancies, Landlord intends to implement the smoke free policy as to those residents. As current residents in designated smoke-free areas vacate, Landlord intends to implement the smoke-free policy as to those apartment homes.

## 22. **MISCELLANEOUS.**

A. **Casualty.** If the Apartment Home becomes unfit for occupancy, as determined by Landlord, whether by casualty or otherwise, Landlord may refuse to repair the same and, by giving written notice to Resident, terminate this Lease.

B. **Notices.** Notices, including those provided by statute, shall be in writing and served by hand delivery, United States first-class or certified mail, postage prepaid, or overnight delivery:

(i) to Resident by delivery to, or posting at, the Apartment Home, and

(ii) to Landlord by delivery to Landlord's Representative or Landlord at the same address to which Rent payments are delivered. Resident agrees that this provision complies with the disclosure requirement in § 83.50(l), Florida Statutes.

If service is by mail, notice shall be deemed effective 5 days after the mailing. Notices served to Resident are effective if left with some person residing in or in possession of the Apartment Home above the age of 16 years, or at the time of posting same on the door to the Apartment Home.

C. **Entire Agreement.** This Lease, together with the Definition Annex, and Community Rules, and addenda and exhibits attached to this Lease, are a part of, and constitute, the entire agreement between Landlord and Resident with respect to the lease of the Apartment Home, and are considered the "Lease" for this agreement. No prior or contemporaneous agreements or understandings are effective for any purpose. The Lease may not be amended or supplemented except by an agreement in writing signed by Resident and Landlord. No statement of any of Landlord's Related Parties shall modify, add, or delete provisions of this Lease unless in writing signed by Resident and Landlord. This Lease may be executed in multiple copies.

D. **Rental Application.** Resident represents and warrants that all of Resident's statements in the rental application are true and correct and understands that Landlord relied upon these statements in the execution of this Lease. If this Lease is executed prior to approval of Resident's rental application by Landlord, this Lease shall not become effective until Landlord has either tendered the Apartment Home to Resident or approved Resident's application(s) in writing. If any information stated in the rental application changes during the Lease Term, Resident shall immediately notify Landlord in writing of the change.

E. **Non-Recourse Obligation of Landlord.** In no event shall Landlord be liable to Resident for any damages, costs or expenses in excess of Landlord's interest in the Apartment Home. All judgments against Landlord shall be enforced only against such interest and not against any other present or future asset of Landlord. To the maximum extent permitted by law, Resident waives any right to make any Claim against or seek to impose any personal liability upon any of Landlord's Related Parties and waives any right to specific performance or injunctive relief with respect to this Lease.

F. **Waiver.** The waiver by Landlord of any term contained in this Lease shall not be effective unless in writing and signed by Landlord, and any such waiver shall not be a waiver of any other term or any subsequent breach of the same or any other term of this Lease. The acceptance of Rent or other amounts due from Resident to Landlord shall not be deemed a waiver of any preceding default by Resident of any term of this Lease, other than the failure of Resident to pay the particular Rent or amount so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent or other amounts.

G. **Landlord's Representative.** Landlord's Representative acts only as agent for Landlord. Responsibility for all obligations of Landlord, including Deposits, rests entirely with Landlord. Landlord's Representative shall have all the rights, powers and benefits of Landlord under this Lease.

H. **Binding Effect.** The covenants and conditions contained in this Lease shall inure to the benefit of and bind the successors and permitted assigns of the parties to this Lease.

I. **Jurisdiction/Venue/Governing Law/WAIVER OF JURY TRIAL.** Except as set forth in the section entitled "Arbitration," Landlord and Resident agree that any action to enforce or interpret, or related to, this Lease shall be brought in a court of competent jurisdiction in the county in which the Community is located. Landlord and Resident consent to personal jurisdiction and venue in such courts. This Lease shall be governed by and construed in accordance with the laws of the state where the Community is located, without giving effect to the principles of conflict of laws thereof. **LANDLORD AND RESIDENT HEREBY WAIVE THE RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY ACTION BROUGHT TO ENFORCE OR INTERPRET, OR RELATED TO, THIS LEASE.**

J. **Continuing Liability.** No termination or expiration of this Lease shall relieve Resident of any obligation to pay or reimburse sums to Landlord or to indemnify or hold harmless or defend Landlord's Related Parties from any

Loss, where such obligation accrues or arises prior to such termination or expiration of this Lease.

K. Assignment By Landlord. Nothing in this Lease restricts Landlord's right to sell, convey, ground lease, hypothecate, assign or otherwise deal with the Apartment Home or Community or Landlord's interest under this Lease. A sale, conveyance, or assignment of the Apartment Home or Community will release automatically Landlord from liability under this Lease. Resident shall look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance, ground lease hypothecation or assignment, and Resident will attorn to Landlord's transferee. Resident accepts the Apartment Home subject to and subordinate to any existing or future recorded mortgage, deed of trust, easement, lien or encumbrance, or, if determined by any lender, superior to any existing or future mortgage or deed of trust.

L. Standard of Decision. Unless otherwise expressly provided in this Lease, if Landlord has discretion with respect to any matter, or any consent or approval is to be made by Landlord, such discretion, consent or approval shall be in Landlord's sole, subjective discretion.

M. Examples Are Not Limitations. All examples of items or matters included in a description are given as examples only, without limitation as to the description given of such matter.

N. DISCLOSURE OF RESIDENT INFORMATION. RESIDENT ACKNOWLEDGES AND AGREES THAT LANDLORD MAY DISCLOSE INFORMATION WITH RESPECT TO RESIDENT AS REQUIRED BY LAW (SUCH AS SEARCH WARRANTS OR SUBPOENAS), IN COMPLIANCE WITH LAW ENFORCEMENT REQUESTS OR LEGAL NOTICES, WITH RESPECT TO AFFORDABLE OR SUBSIDIZED HOUSING-RELATED GOVERNMENT REQUESTS OR AS AUTHORIZED BY RESIDENT, INCLUDING RENTAL HISTORY.

O. Background Investigation. Resident acknowledges and agrees that, as stated in Resident's rental application, and to the extent permitted by law, Landlord may request an investigative consumer report containing information obtained through personal interviews with Resident's landlord, employer or others with whom Resident is acquainted. This inquiry may include information as to Resident's character, general reputation, personal characteristics, mode of living and credit report. The federal Fair Credit Reporting Act requires Landlord to provide Resident with additional information about the nature and scope of the investigation if Resident provides a written request of Landlord within a reasonable time. In addition, upon written request, Landlord will notify Resident if an investigative consumer report has been obtained relating to Resident, and provide Resident with the name and address of the consumer reporting agency that prepared the report. Resident also may request a copy of any consumer report or investigative consumer report relating to Resident directly from the consumer reporting agency. Resident acknowledges that it received a summary of Resident's rights under the Fair Credit Reporting Act when Resident executed Resident's rental application. **Resident authorizes Landlord, or its agent, attorney or assign to order and review one or more consumer reports relating to Resident (including credit history, criminal history and rental history, including other properties owned by property owners affiliated with Landlord). Resident authorizes Landlord, or its agent, attorney or assign to order or prepare, and review, investigative consumer reports relating to Resident. Resident understands and authorizes Landlord, or its agent, attorney or assign to continue to obtain or prepare consumer reports and investigative consumer reports on Resident for the duration of this Lease and at any time thereafter, including for the purposes of collection of amounts Resident may owe under any lease or other agreement. Resident further authorizes and directs all employers, financial institutions, banks, creditors, and residential managers/landlords to release any and all information relating to Resident to Landlord or its agent, attorney or assign. The provisions of this section shall survive the termination of this Lease for the purpose of Landlord pursuing remedies against Resident for breach of this Lease.**

P. State Law. To the extent that federal law or the laws of the state, county or municipality in which the Community is located impose any requirement on Landlord or Resident that is contrary to any provision of this Lease or prohibit the inclusion in any lease of any provision included in this Lease, this Lease shall be deemed to be amended to the extent necessary to comply with such law. The reformation of any provision of this Lease shall not

invalidate this Lease. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of this Lease shall be enforced.

Further, notwithstanding any other provision of this Lease,

(1) Landlord shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, Landlord;

(2) Landlord shall not prevent Tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device;

(3) Landlord shall not prohibit Tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and ½ feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations, provided the United States flag is displayed in accordance with section 83.52(6), Florida Statutes. Landlord shall not be liable for damages caused by a United States flag displayed by Tenant. Any United States flag may not infringe upon the space rented by any other tenant;

(4) Landlord shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and Landlord shall not remove Tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining tenant in accordance with section 83.59(3)(d), Florida Statutes, or a lawful eviction. If provided herein or a written agreement separate from this Lease, upon surrender or abandonment by Tenant, the landlord is not required to comply with section 715.104, Florida Statutes, and will not be liable or responsible for storage or disposition of Tenant's personal property.

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.

For the purposes of this section, abandonment shall be as set forth in section 83.59(3)(c), Florida Statutes.

Q. Arbitration § 2. Except for any Excluded Claim (as defined below), any dispute, claim, demand, action, proceeding or cause of action of any kind or nature whatsoever relating to this Lease, whether for damages or for injunctive or other legal, equitable or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional or other law, between Resident and Landlord shall be brought in the claimant's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in the county in which the Community is located. If Landlord and Resident cannot agree on the selection of an arbitrator within 15 days after the request for arbitration, the AAA shall select an arbitrator. The arbitrator shall render a reasoned award based on the law and facts. The determination of the arbitrator in such arbitration shall be final and binding and may be enforced in any court of competent jurisdiction; however, Landlord or Resident may appeal an arbitration award to a court of competent jurisdiction solely on the basis that it is contrary to law. The arbitrator shall assess the costs of arbitration against the party which is not the substantially prevailing party in such arbitration. Notwithstanding anything to the contrary in this paragraph, if Landlord notifies Resident that Landlord does not intend to arbitrate a dispute, claim, demand, action, proceeding or cause of action brought by Resident, then upon such notice from Landlord Resident shall have the right to bring such dispute, claim, demand, action, proceeding or cause of action, remedy or redress in a court of law. An "Excluded Claim" is any action, proceeding or cause of action by Landlord for the eviction of Resident from the Apartment Home, to recover possession of the Apartment Home or to collect past due Rent or other amounts due under the Lease. An Excluded Action shall be brought in a court of competent jurisdiction in the state in which the Community is located. **By executing this Lease, Resident understands that**

he/she is irrevocably waiving any and all rights Resident may have to bring an action against Landlord as a plaintiff or class member in a purported class or representative proceeding arising out of or in any way related to this Lease. Landlord and Resident expressly agree that the Statute of Limitations and other timing requirements and deadlines contained with Chapter 95 of the Florida Statutes apply to claims and/or arbitration proceedings arising out of this Lease. This section shall survive the termination or expiration of this Lease.

R. Fair Housing. Landlord adheres to the federal Fair Housing Act which stipulates that it is illegal to discriminate against any person in housing practices because of race, color, religion, sex, national origin, disability or familial status. All requirements of the Fair Housing Act and all other federal, state and local laws pertaining to civil rights of the Community's applicants and residents will be followed during all leasing and management activities of the Community.

S. Prorations. Any proration of Rent under this Lease shall be calculated by dividing the Rent by 30 days and multiplying that amount by the applicable number of days in the month.

T. Other Deposits. If Landlord collects a deposit, other than the Deposit, pursuant to an addendum or this Lease (an "Other Deposit"), then such Other Deposit shall, to the maximum extent permitted by law, not be subject to the provisions of this Lease governing a "security deposit", including any cap on the amount of "security deposit" that may be collected by Landlord or any obligation to accrue and pay interest on a "security deposit" to Landlord. Landlord may, to the maximum extent permitted by law, apply the Other Deposits to any amounts owed by Resident to Landlord.

U. Communication with Resident. Resident authorizes Landlord and Landlord's Representative to use the contact information above in Paragraph 6 of the Definition Annex, and also the Apartment Home address for purposes of contacting applicant. Landlord may use telephone, email, US mail, or any other means of communication. Resident agrees to promptly update Landlord with any new contact information during the Term and any extension.

V. Liens. The interest of the Landlord shall not be subject to liens for improvements by the Resident as provided in §713.10, Florida Statutes. Resident shall notify all parties performing work on the Apartment Home at Resident's request that the Lease does not allow any liens to attach to Landlord's interest.

W. Time. Time is of the essence of the performance of each party's obligations under the Lease. All time periods under this Lease shall be calculated in calendar days.

X. Service Member

(1) Any Servicemember may terminate this Lease by providing Landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after Landlord's receipt of the notice if any of the following criteria are met:

(a) The Servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the Apartment Home;

(b) The Servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The Servicemember is released from active duty or state active duty after having leased the Apartment Homes while on active duty or state active-duty status and the Apartment Home is 35 miles or more from the Servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into this Lease, the Servicemember receives military orders requiring him or her to move into government quarters or the Servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The Servicemember has leased the Apartment Home, but prior to taking possession of the Apartment Home, the Servicemember

receives a change of orders to an area that is 35 miles or more from the location of the Apartment Home.

(2) The notice to Landlord must be accompanied by either a copy of the official military orders or a written verification signed by the Servicemember's commanding officer.

(3) In the event a Servicemember dies during active duty, an adult member of their immediate family may terminate this Lease by providing Landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after Landlord's receipt of the notice. The notice to Landlord must be accompanied by either a copy of the official military orders showing the Servicemember was on active duty or a written verification signed by the Servicemember's commanding officer and a copy of the Servicemember's death certificate.

(4) Upon termination of this Lease under this section, the Servicemember is liable for the rent due under this Lease prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of this Lease. The Servicemember is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a Servicemember terminates this Lease pursuant to this section fourteen (14) or more days prior to occupancy, no damages or penalties of any kind will be assessable.

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

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## RENTABLE ITEM ADDENDUM

THIS RENTABLE ITEM ADDENDUM (this "**Addendum**") to the Apartment Lease dated 09/12/2024 (the "**Lease**"), by and between Landlord and Resident, is incorporated and made an integral part of the Lease. Any word with its initial letter capitalized and not defined in this Addendum shall have the meaning given to it in the Lease.

- A. **Landlord:** CIP18 FLAGLER VILLAGE LLC
- B. **Resident(s):** Christine Taggart
- C. **Community:** The District at Flagler Village - 043421
- D. **Apartment Home:** 555 NE 8th Street #0628 Ft Lauderdale, FL 33304
- E. **Rentable Item Fee:** The Rentable Item Fee(s) listed in the table below are payable on the later of the Lease Start Date or the start of the applicable Rentable Item Term and monthly thereafter in advance on the 1st day of each calendar month, prorated for any partial month.
- F. **Rentable Item Term:** The Rentable Item Term begins and ends on the start and end dates in the table below unless sooner terminated under this Addendum or the Lease; provided, however, if Resident's tenancy converts to a month-to-month tenancy or a Two-Month Renewal Term, the Rentable Item Term shall be deemed extended until the termination of such month-to-month tenancy or Two-Month Renewal Term.

### **Rentable Item Fee Schedule**

| Start date | End date   | Item Type | Item Name | Monthly Fee |
|------------|------------|-----------|-----------|-------------|
| 09/12/2024 | 09/15/2025 | Parking   | G - 268   | \$ 110.00   |

- G. **Motor Vehicles:**

| Vehicle Make | Vehicle Model | Vehicle License Plate | Vehicle color |
|--------------|---------------|-----------------------|---------------|
|              |               |                       |               |

RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.

**RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Print Name*

Title: Authorized Representative

Date: \_\_\_\_\_

RESIDENT AND LANDLORD AGREE AS FOLLOWS:

- I. If the Rentable Items include a parking space (a "**Parking Space**") at the parking lot or parking structure (the "**Parking Facility**") at the Community, the following terms and conditions shall apply:
- Use.** Resident shall use the Parking Space only for the parking of a passenger automobile or motorcycle or privately owned pick-up truck (collectively, a "**Motor Vehicle**"), and shall not use any other space in the Parking Facility other than the Parking Space designated in this Addendum for the Motor Vehicles listed in this Addendum. For purposes of this Addendum, any Motor Vehicle which encroaches into the area of a parking space to which it is not assigned, and which prohibits the rightful user of said parking space from parking, shall be subject to tow in Landlord's sole discretion. Only Motor Vehicles that are capable of normal and legal operation on the roads and are properly licensed and registered shall be parked in the Parking Space. Except as Landlord permits, no trailers, trucks or commercial vehicles shall be permitted in the Parking Facility. Except as Landlord permits, the storage of boats, recreational vehicles or other personal property is not permitted in the Parking Facility. Except as Landlord permits, vehicles shall not be repaired or washed in the Parking Facility at any time. Motorcycles shall not be chained to any structure. Resident shall not permit any advertisement on any Motor Vehicle, except as expressly permitted by the Community Rules. Resident shall pay for electrical service charges, if any, applicable to the Parking Space. Such charges may be billed to Resident in any manner described in Section 5 of the Lease.
  - Payment of Parking Fee.** Resident shall pay the Rentable Item Fee applicable to the Parking Space (the "**Parking Fee**") at the same time (including for the first month of the Lease Term) and location as monthly Rent. The Parking Fee is additional "rent" for all purposes.

3. **Risk of Loss.** Any Motor Vehicle and all personal property left in any Motor Vehicle while it is on the Parking Facility shall be at the sole risk of Resident or the owners and Landlord shall not be liable for the Loss to such Motor Vehicle or property from any cause whatsoever (including vandalism, theft, fire or other casualty). Landlord has not made and expressly disclaims any representation or warranty with respect to any security or protection that Landlord may provide with respect to Resident's use of the Parking Space and the Parking Facility.
4. **Parking Permit.** Resident shall display any displayable parking permit provided by Landlord (the "**Parking Permit**") from the Motor Vehicle while it is parked in the Parking Space; otherwise, Resident shall use or display any access card as required by Landlord. If the Parking Permit is not displayed, then Landlord may, but shall not be obligated to, tow the vehicle at the owner's sole cost and expense. Landlord shall have no liability whatsoever for any loss, injury, or liability resulting from the towing of the Motor Vehicle. The Parking Permit is personal to Resident and shall not be transferred or assigned. Resident shall be in default under the Lease and Landlord also may revoke all parking privileges in the Parking Facility if the Parking Permit is found in the possession of any unauthorized vehicle. Resident shall return the Parking Permit within 24 hours of the earlier of the termination of (a) this Addendum or (b) the Lease. If Resident loses or fails to return the Parking Permit, Resident shall be required to pay the Lost Permit Charge described above.
5. **Change of Parking Space.** Landlord reserves the right from time to time, upon 5 days prior notice to Resident, to temporarily or permanently change the Parking Space and to assign and designate to Resident another parking space in the Parking Facility.
6. **Registration of Vehicle.** Resident shall report in writing any changes to his or her vehicle(s) or license tag number(s) to Landlord within 5 days after such change.
7. **Valet Parking.** If the Community provides valet parking, such valet parking will be subject to any rules and regulations established by Landlord.
8. **Termination.** This Addendum shall terminate as to the Parking Space, and Resident immediately shall vacate and remove all Motor Vehicles from the Parking Facility, upon the happening of any of the following events, whichever shall occur first:
  - (a) Immediately, without notice, if payment of the Parking Fee is not timely paid when due, provided, however, that such termination of this Addendum shall not be deemed a waiver of Resident's default under this Addendum or the Lease;
  - (b) Upon 5 days prior notice from Landlord to Resident if Resident breaches this Addendum, other than non-payment of the Parking Fee, provided, however, that such termination of this Addendum shall not be deemed a waiver of Resident's default under this Addendum or the Lease; and
  - (c) Immediately upon termination of the Lease or the Rentable Item Term applicable to the Parking Space.
9. **Removal.** If Resident does not remove any vehicle or other property from the Parking Space upon termination of this Addendum as to the Parking Space, the same shall be deemed abandoned and Landlord shall have all rights with respect to abandoned property as stated in the Lease.

II. If the Rentable Items include a storage space (a "**Storage Space**") at the Community, the following terms and conditions shall apply:

1. **Use.** Resident shall use the Storage Space only for the storage of non-perishable personal property (the "**Stored Property**"), expressly excluding (a) any potentially dangerous, flammable, hazardous or toxic property or materials (including any junk, rags or other material that might create a fire hazard), and (b) any firearms or ammunition. If required by the Community Rules, Resident shall store the Stored Property off the grounds on a pallet or similar required material. If the Storage Space is designated by Landlord for bicycle storage, Resident shall use the Storage Space only for the storage of resident's personal non-motorized bicycle. Motorcycles, motor scooters, or any other type of motorized vehicle shall not be stored in the bicycle Storage Space.
2. **Payment of Storage Fee.** Resident shall pay the the Rentable Item Fee applicable to the Parking Space (the "**Storage Fee**") at the same time (including for the first month of the Lease Term) and location as monthly Rent. The Storage Fee is additional "rent" for all purposes.
3. **Storage Space.** Resident has inspected the Storage Space and has concluded that it is fit for its intended use by Resident. Resident shall not make any improvements or alterations to the Storage Space or place any nails, screws or other items into the walls or door of the Storage Space, except with the prior written approval of Landlord. Resident shall not install or add any additional keys, locking devices or security features to the Storage Space, except with the prior written approval of Landlord.
4. **Risk of Loss.** Any and all Stored Property while it is in the Storage Space shall be at the sole risk of Resident or the owners of the same, and Landlord shall not be liable for the Loss to such Stored Property from any cause whatsoever (including vandalism, theft, fire or other casualty). Landlord has not made and expressly disclaims any representation or warranty with respect to any security or protection that Landlord may provide with respect to Resident's use of the Storage Space.
5. **Change of Storage Space.** Landlord reserves the right from time to time, upon 5 days prior notice to Resident, to change the Storage Space and to assign and designate to Resident another storage space.
6. **Termination.** This Addendum shall terminate as to the Storage Space, and Resident immediately shall vacate and remove all Stored Property from the Storage Space, upon the happening of any of the following events, whichever shall occur first:
  - (a) Immediately, without notice, if payment of the Storage Fee is not timely paid when due, provided, however, that such termination of this Addendum shall not be deemed a waiver of Resident's default under this Addendum or the Lease;
  - (b) Upon 5 days prior notice from Landlord to Resident if Resident breaches this Addendum, other than non-payment of the Storage Fee provided, however, that such termination of this Addendum shall not be deemed a waiver of Resident's default under this Addendum or the Lease; and
  - (c) Immediately upon termination of the Lease or Rentable Item Term applicable to the Storage Space.
7. **Removal.** If Resident does not remove any Stored Property from the Storage Space upon termination of this Addendum as to the Storage Space, the same shall be deemed abandoned and Landlord shall have all rights with respect to abandoned property as stated in the Lease.

III. The following shall apply to the rental of all Rentable Items under this Addendum:

1. **Community Rules and Lease.** The use of the Rentable Items is subject to the Community Rules and the Lease.
2. **General.** Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. Any breach of this

Addendum shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. This Addendum does not limit any of Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in this Addendum.



## RESIDENT INSURANCE ADDENDUM

THIS RESIDENT INSURANCE ADDENDUM (this "**Addendum**") to the Apartment Lease dated 09/12/2024, (the "**Lease**"), by and between Landlord and each Resident under the Lease (for purposes of this addendum, each and every Resident under the Lease shall be collectively referred to herein as "**Resident**"), is incorporated and made an integral part of the Lease. Any capitalized term not defined in this Addendum shall have the meaning given to it in the Lease. The term "Landlord" in this Addendum shall have the same meaning as "Owner" under the Lease (if applicable).

- A. **Landlord:** CIP18 FLAGLER VILLAGE LLC
- B. **Resident(s):** Christine Taggart
- C. **Community:** The District at Flagler Village - 043421
- D. **Apartment Home:** 555 NE 8th Street #0628 Ft Lauderdale FL 33304

### RESIDENT AND LANDLORD HEREBY AGREE AS FOLLOWS:

1. Resident acknowledges and agrees that Resident is required to obtain and retain, at Resident's sole expense, during the Term of the Lease and any subsequent renewal periods, liability insurance providing at least \$300,000 of coverage per occurrence for Resident's legal liability for damage to the Property for loss caused by, at a minimum, fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects, and that identifies Landlord as an interested party under the policy (the "**Insurance Requirement**"). At the Resident's discretion and sole expense, Resident may purchase an insurance policy covering Resident's personal property. Although Resident is only required to meet the \$300,000 per occurrence liability insurance requirement, it is highly recommended that Resident purchase insurance that covers their personal belongings.
2. Resident acknowledges that Landlord does not maintain insurance to protect Resident or Resident Parties against personal injury, loss or damage to Resident's personal property or belongings, or to cover Resident from Resident's own liability for injury, loss or damage Resident, Resident's pets or Resident Parties may cause others. Resident acknowledges that by not maintaining Resident's own policy of personal liability insurance, Resident may be responsible to others (including Landlord) for the full cost of any injury, loss or damage caused by Resident's actions or the actions of Resident Parties.
3. Resident may purchase insurance coverage that complies with the Insurance Requirement from any insurance company of Resident's choosing. Landlord and Resident acknowledge that Resident is under no obligation to purchase insurance fulfilling the Insurance Requirement from any specific insurance company or agent.
4. Resident acknowledges that Landlord has made available to Resident information about obtaining insurance that meets the Insurance Requirement from Multi-Family Insurance Partners, LLC ("**MFIP**") and underwritten by Assurant Specialty Property Insurance Company. Resident may also obtain information about the variety of customizable coverages and price points offered by MFIP by accessing [www.myrentersins.com](http://www.myrentersins.com) or by calling (877) 826-8203.
5. Resident acknowledges that Landlord has made available to Resident information about participating in Landlord's Damage Waiver Program as an alternative to providing proof of insurance that satisfies the Insurance Requirement. The Damage Waiver Program is not insurance. In exchange for a monthly fee, Landlord will agree to waive its right to charge or seek reimbursement from Resident for damages caused to the Property resulting from certain causes, as more fully set forth in the Damage Waiver Program Terms and Conditions
6. Proof of insurance is to be delivered to CIP18 FLAGLER VILLAGE LLC c/o AIR Shared Service Center, 4582 S. Ulster Street, Suite 1700, Denver, CO 80237.
7. Resident acknowledges that failure to supply proof of and maintain the Insurance Requirement hereunder shall be deemed a Default under the Lease, in accordance with Section 16 of the Lease. In such event, Landlord will send a written notice demanding that Resident cure the Default by procuring the required insurance coverage and supplying evidence of coverage to Landlord. Landlord shall have available to it all Remedies described in Section 16(B) of the Lease in the event of any such Default concerning Resident's failure to comply with the Insurance Requirement. Without in any way limiting the foregoing, if Resident fails to supply evidence of compliance with the Insurance Requirement to Landlord by the date set forth in Landlord's notice, Landlord shall have the right, but not the obligation, to procure liability only insurance coverage on Resident's behalf on a monthly basis, and to charge Resident for the amount of the premium paid to the insurance company plus an additional administrative fee of not more than \$10 per month. The monthly premium and additional administrative fee will be considered additional rent under the Lease and will be charged to Resident on a monthly basis for as long as Resident is a lessee of the Apartment Home and for as long as Resident fails to provide Landlord with evidence of compliance with the Insurance Requirement. Resident acknowledges that the coverage Landlord obtains as a result of Resident's failure to provide evidence of compliance with the Insurance Requirement may cost more than other insurance coverage the Resident can purchase elsewhere and may not provide as much coverage as Resident may choose to purchase for his/herself. **Resident acknowledges that the insurance purchased by Landlord will NOT cover Resident's personal contents.** If Resident provides evidence of compliance with the Insurance Requirement, the charge for the insurance obtained by Landlord and the additional monthly administrative fee will cease based on Landlord's insurance enrollment schedule, but in no event more than 30 days after Resident provides evidence of compliance with the Insurance Requirement. Resident acknowledges and agrees that the administrative fee for purchasing such insurance is a fair and reasonable estimate of the administrative costs Landlord will incur as a result of procuring the liability only insurance coverage for Resident. Resident acknowledges that the following circumstances shall also be considered events of Default under the Lease: Resident's failure to pay for the insurance coverage procured by Landlord and/or the additional administrative charge; or Resident permitting any independently procured insurance coverage to lapse during the term of the Lease, if Resident fails to obtain substitute insurance coverage that complies with the Insurance Requirement and/or provide Landlord with evidence of the replacement coverage.

(Remainder of page intentionally left blank)

**RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS CONTAINED IN THIS ADDENDUM AND THE LEASE.**

**RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Print Name*

Title: Authorized Representative

Date: \_\_\_\_\_



## **COMMUNITY POLICIES AND PROCEDURES**

### **(Addendum to the Lease Agreement)**

Landlord desires to maintain an outstanding Apartment Community. In order to promote and maintain the Community, and as a condition of residency, Landlord has established the following policies for the comfort and convenience of all Community residents. These Community Policies and Procedures are a part of the Lease. Any term with its initial letter capitalized and not defined in these Community Policies has the meaning given to it in the Apartment Lease.

1. **Service Requests.** All non-emergency requests for service shall be made on-line via the resident portal. For your convenience and information, a set of instructions for the operation of appliances and mechanical equipment is available upon request. In the event of an emergency, call 911 directly for help rather than the management office. Notify Landlord immediately AFTER calling 911.
2. **Keys and Locks.** During normal business hours, Landlord will admit a resident who has been locked out of his/her Apartment Home at no charge. After normal business hours, Landlord may admit a resident who has been locked out of his/her Apartment Home for the charge stated on the Fee Schedule. The charge will be applied to the resident's account and shall be paid in full the following business day. Landlord **Will** charge the deposit stated in the Fee Schedule for each key, access card or remote control issued to a resident or additional live-in resident. If a resident or any additional live-in resident loses or fails to return any key, access card or remote control, such resident shall be charged the fee stated in the Fee Schedule.
3. **Deliveries and Package Acceptance** The management office **Will Not** accept normal parcel-sized deliveries for a resident. If the Community is equipped with a package locker system (the "Package Lockers"), all packages will be delivered to the Package Lockers. Resident understands that the Package Lockers are operated by a third-party vendor unaffiliated with Landlord. If Resident elects to use the Package Lockers, Resident shall register with the Package Lockers vendor and pay all associated fees. If Resident elects not to utilize the Package Lockers, Resident shall make alternate arrangements to have packages delivered to another location. Landlord shall not be liable for lost or stolen packages.
4. **Lakes/Ponds.** If the Community has a lake:
  - a. Swimming **Is Not** allowed.
  - b. Boating **Is Not** allowed.
  - c. Fishing **Is Not** allowed.
  - d. Ice skating **Is Not** allowed.
5. **Laundry Facilities.** If laundry facilities are available at the Community, such laundry facilities are for the exclusive use by residents and additional live-in residents during the hours posted. Items such as clothes, laundry baskets, and detergents shall not be left unattended in the laundry areas. Residents shall remove laundry as soon as the machine shuts off and shall dispose of trash such as lint, empty containers, and softening sheets in a trash receptacle.
6. **Posting Flyers.** Flyers may be posted only in designated areas, if any. If flyers are allowed to be posted, Landlord may remove any commercial or offensive material, or material which is not in keeping with the nature of the Community, as determined by Landlord.
7. **Community Equipment and Facilities.** Residents and all additional live-in residents shall follow all rules posted by Landlord for the use of any Community equipment or facilities, such as resident business center, fitness room, swimming pool and community rooms. Landlord **Will** charge a fee for use of such equipment and facilities as stated on the Fee Schedule.
8. **Solicitors and Salespeople.** Solicitors and salespersons are not allowed in the Community. Residents shall report all solicitors or salespeople to the management office immediately.
9. **Trash Removal.** Residents shall wrap all refuse securely and place it in a designated receptacle or chute. Residents shall not place large articles, such as furniture or mattresses, for trash removal and instead shall contract with private disposal services. Boxes shall be completely collapsed before disposal. Residents shall not dispose of hazardous materials at any trash receptacles, chute or other location at the Community. Residents shall dispose of refuse only in compliance with applicable laws. If a resident needs to dispose of fireplace ashes, consult with the management office on the proper procedures. A resident who fails to properly dispose of trash may be charged a fee as stated in the Fee Schedule.
10. **Interior Alterations.** Residents must obtain the prior approval of Landlord before making any interior alterations.
11. **Window Treatments.** Residents shall use only those window coverings provided by Landlord and may not use other window coverings. However, if Landlord does not provide window coverings, then all window treatments must appear white to the outside. Residents shall not use sheets, blankets, foil, etc., in place of draperies or blinds. Residents shall not place objects on a window sill which are visible from the outside. Landlord reserves the right to determine the acceptability of any window coverings.
12. **Appliances.**
  - a. Residents shall not overload dishwashers and shall use detergents made for automatic dishwashers.
  - b. Residents shall turn on cold water before starting the disposal, and not grind bones, rinds, pasta, rice or stringy foods. If a disposal stops, the resident shall check the reset button (normally located on the outside bottom of the disposal) before reporting the problem to the management office.

- c. Residents shall not put paper towels, disposable diapers, aluminum can tabs, sanitary napkins, food, tampons, toilet wipes, baby wipes or cotton swabs in the toilets. Residents shall not use Clorox or similar tablets in toilets.
  - d. If the Apartment Home does not have a frost-free refrigerator, the refrigerator shall be defrosted when there is approximately one inch of frost. Do not use sharp objects to defrost a freezer.
13. **Pipe Freeze Prevention.** A resident who plans to be away from the Apartment Home for any length of time during the cold weather season must leave the heat on in the Apartment Home at a temperature of no less than 55°F and drip the faucets.
  14. **Barbeque Grills.** Barbeque grills **Are Not** allowed. Charcoal grills and electric grills ARE NOT permitted. If allowed, gas barbeque grills may be used only in designated areas not less than 20 feet from any building at the Community, and may be used only in compliance with applicable laws. In addition, propane tanks larger than 1 lb. are prohibited.
  15. **Car Wash and Repair.** Motor vehicles **May Not** be washed in the Community. Oil changing and repairs for motor vehicles **May Not** be made at the Community. If permitted at the Community, washing and oil changing may be done only in designated areas.
  16. **Moving of Furniture.** Landlord may designate the time and method for moving or removing any freight, furniture, goods, merchandise or other articles to or from the Apartment Home. Residents may not move furniture in or out of the Apartment Home, through the lobby or patio doors, or through the use of elevators without Landlord's permission. Landlord does not guaranty that elevators will be available for use by a resident to move furniture or personal property, or otherwise to move into or out of an Apartment Home. Landlord shall not be liable for any Loss resulting from the unavailability of elevator service.
  17. **Parking.**
    - a. Resident shall report in writing to Landlord prior to the Lease Start Date, and thereafter within 5 days after any change to, the make, model and license plate number of every vehicle authorized to park at the Community on a regular basis, including those of additional live-in residents.
    - b. The parking of commercial vehicles **Is not** allowed.
    - c. The parking of boats **Is Not** allowed.
    - d. The parking of recreational vehicles **Is Not** allowed.
  18. **Notification of Changes.** A resident shall notify Landlord in writing within 5 days after any change in such resident's employer, employer telephone number, or home telephone number.
  19. **Notification of Absence from the Community.** A resident shall notify the management office in writing before all residents are absent from the Apartment Home for more than 5 days.
  20. **Community Utilities.** Common Area utilities may not be used by Resident Parties without Landlord consent. This includes, but is not limited, to use of Common Area electricity to charge electric vehicles.
  21. **Balconies/Patios.** The appearance of patios and balconies affects the appearance of the Community. Landlord reserves the right to monitor the décor and appearance of balcony and patio areas and may require Resident to remove any items that, in Landlord's opinion, negatively impact the appearance of the Community. Such items may include, but are not limited to, exercise/sporting equipment, trash, boxes, netting/screens, string/hanging lights, placards/signage, banners, awnings, curtains, clothing racks, straw fencing, tires, auto parts, or broken or indoor furniture. Landlord reserves the right to monitor the décor and appearance of balcony and patio areas. Please also refer to your Resident Handbook for additional rules.
  22. **Doorbell/Security Cameras .** Doorbell cameras and other types of security cameras, are not allowed in the Common Area (including, but not limited, affixing such cameras to apartment doors or exterior walls) without Landlord's prior written consent.
  23. **Mold Prevention.** **Keep the thermostat set on the "COOL" and "FAN/AUTO setting (not "FAN/ON" setting or "OFF" Setting).** Do not overfill closets or storage areas. **Ventilation** is important in these spaces.
  24. **General.** Except as expressly modified by these Community Policies and Procedures, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with these Community Policies and Procedures. If a conflict between the terms of these Community Policies and Procedures and the Lease exists, the terms of these Community Policies and Procedures shall control the matters specifically governed by these Community Policies and Procedures. If any provision of these Community Policies and Procedures is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of these Community Policies and Procedures shall not invalidate these Community Policies and Procedures or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of these Community Policies and Procedures shall be enforced. Any breach of the terms of these Community Policies and Procedures shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. These Community Policies and Procedures do not limit any of Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in these Community Policies and Procedures.

Resident(s) acknowledge receipt and agreement to these Community Policies and Procedures.

**RESIDENT (S):**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## OUR GOOD NEIGHBOR COMMITMENT

*Where our values and your values come together to make great communities.*

**At AIR Communities, it is our mission to consistently provide quality apartment homes in a respectful environment delivered by a team of people who care.**

At each of our communities across the country, our team is bound together by a set of values that are an integral part of our culture. Our five core values are the foundation of AIR Communities – really our heart and soul – and they help direct every interaction we have with each other and our residents. These five values also serve as the building blocks for this Good Neighbor Commitment.

We believe that the more our values align, our respect for each other is mutual, and our expectations are clear, the happier neighbors we'll be. This Good Neighbor Commitment is a two-way agreement between your community and you and it is expected that the same actions you agree to within this commitment will extend to guests who are visiting you at this community.

### AIR COMMUNITIES TEAM MEMBER

### COMMUNITY RESIDENT

#### **INTEGRITY: Do the right thing always.**

We agree to be honest and forthcoming with you in all interactions. We will do the right thing and always strive to make decisions based on our values and principles.

You agree to be honest with us at all times, have open conversations about any challenges or frustrations you're having in our community, and be willing to sincerely work together to make this an outstanding place to live.

#### **RESPECT: Appreciate others and treat them as you want to be treated.**

We agree to be respectful of you and your home at all times. We will be open to constructive feedback and listen respectfully to your requests. We will appreciate your opinions and your contributions to our community. We will keep our grounds impeccably clean, respond to services requests quickly and address issues completely.

You agree to be respectful of your neighbors, community, and our team members. You agree to keep your home, patios, balconies, and common areas clean, clean up after yourself and your pets, help foster a peaceful environment, and treat others in the community with dignity and courtesy.

#### **COLLABORATION: Work together. Seek and value the perspective of others.**

## OUR GOOD NEIGHBOR COMMITMENT

*Where our values and your values come together to make great communities.*

We agree to be responsive to your needs and work with you to find the optimum solutions. Our teams are empowered to make decisions on your behalf. We own our actions and are proud to be accountable at all times.

You agree to work with us as your partner – coming together in a positive manner to initiate improvements, discuss problems and work toward solutions. You agree to own your actions and be accountable at all times.

### **CUSTOMER FOCUS: Provide exceptional service to our customers and communities.**

We agree to give you our all, every day. We will offer you friendly service and be dedicated to making your day better. We know it is inevitable that problems will arise, but we will meet them head on and work to provide exceptional solutions as fast as possible.

You agree to do your part to make our communities welcoming. Including being kind and friendly with team members and neighbors and being willing to offer constructive ideas and suggestions to constantly improve our community.

### **PERFORMANCE: Demonstrate pride and passion for our work.**

We agree to deliver consistent, measurable results and exceed your expectations at all times.

You agree to follow through on all of the terms you agreed to by signing your lease, including meeting financial obligations and be solutions-oriented in problem solving.

**Thank you for taking the time to read this commitment. We look forward to making these values come to life and making sure this is the best place to come home to each and every day.**

This commitment is agreed to by the people working to make your community a great place to call home. By signing, you agree to do the same as of 09/10/2024.

#### **LANDLORD:**

By: \_\_\_\_\_ Authorized Representative

Agreed to by Resident(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OUR GOOD NEIGHBOR COMMITMENT**

*Where our values and your values come together to make great communities.*

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Please contact your community's leadership team directly with any feedback or concerns at:  
<https://www.aircommunities.com/en/resident-feedback.html>

## ADDENDUM PROHIBITING SUBLETTING

THIS ADDENDUM PROHIBITING SUBLETTING (this "**Addendum**") to the Apartment Lease dated 09/12/2024 (the "**Lease**"), by and between Landlord and Resident, is incorporated and made an integral part of the Lease. Any word with its initial letter capitalized and not defined in this Addendum shall have the meaning given to it in the Lease.

- A. **Landlord:** CIP18 FLAGLER VILLAGE LLC
- B. **Resident(s):** Christine Taggart
- C. **Community:** The District at Flagler Village - 043421
- D. **Apartment Home:** 555 NE 8th Street #0628 Ft Lauderdale, FL 33304

### **RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.**

#### **RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **LANDLORD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Title: Authorized Representative

Date: \_\_\_\_\_

### **RESIDENT AND LANDLORD AGREE AS FOLLOWS:**

1. **Subletting Prohibited.** Without limiting the prohibition in the Lease on subletting and assignment, **Resident is strictly prohibited from subletting or renting to any third party all or any portion of the Apartment home for any duration. This prohibition includes, without limitation, overnight stays or any other stays arranged on Airbnb.com, VRBO.com or other similar internet sites.** Permitting the Apartment Home to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a material breach of the Lease.
2. **Listing or Advertising Prohibited.** **Resident shall not to list or advertise the Apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com, VRBO.com or similar internet sites.** Any such listing or advertising shall be a material breach of the Lease.
3. **Remedies.** Any violation of this Addendum constitutes a material violation of the Lease, and Landlord may exercise any default remedies permitted in the Lease (including, but not limited to, termination of Resident's tenancy), in accordance with applicable law. This clause shall not be interpreted to restrict Landlord's rights to terminate Resident's tenancy for any lawful reason. **In addition to all other remedies provided in the Lease, Landlord may fine Resident up to \$250 per day for each and every day Resident breaches Section 1 or Section 2 this Addendum.**
4. **Resident Liability.** Resident is responsible for and shall be held liable for any and all Losses incurred by Landlord or Landlord's Related Parties as a result of Resident's violations of this Addendum or the Lease. Further, Resident is responsible for and shall be held liable for any and all actions of any person(s) who occupy the Apartment Home in violation of this Addendum or the Lease, including, but not limited to, property damage, disturbance of other residents and violence or attempted violence to another person. In accordance with applicable law, without limiting Resident's liability Resident agrees that Landlord shall have the right to collect against Resident's renter's or liability insurance policy for any losses or damages that Landlord or Landlord's Related Parties incur as the result of any violation of this Addendum.
5. **General.** Nothing herein shall be deemed to limit Resident's obligations under the Lease or applicable law. Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. Any breach of the terms of this Addendum shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. This Addendum does not limit any of Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in this Addendum.

### AMENITIES ADDENDUM

THIS AMENITIES ADDENDUM (this "**Addendum**") to the Apartment Lease dated 09/12/2024, (the "**Lease**"), by and between Landlord/Owner ("**Owner**") and each Resident under the Lease (for purposes of this addendum, each and every Resident under the Lease shall be collectively referred to herein as "**Resident**"), is incorporated and made an integral part of the Lease. Any capitalized term not defined in this Addendum shall have the meaning given to it in the Lease. The term "Owner" in this Addendum shall have the same meaning as "Landlord" under the Lease (if applicable).

- A. **Landlord:** CIP18 FLAGLER VILLAGE LLC
- B. **Resident(s):** Christine Taggart
- C. **Community:** The District at Flagler Village - 043421
- D. **Apartment Home:** 555 NE 8th Street #0628 Ft Lauderdale, FL 33304

In consideration of being permitted to use the amenities and common areas at the Community (collectively, the "**Amenities**"), including, but not limited to, the fitness center and swimming pool (if any), Resident acknowledges and agrees to the following for Resident and Resident's heirs, personal representatives, household members, guests, agents, and assigns (collectively with Resident, the "**Participant**"), to the maximum extent permitted by applicable law:

1. Use of the Amenities involves the potential risk of exposure to and potentially contracting viral, bacterial, and fungal infections, diseases, and illnesses, including but not limited to COVID-19. Participant understands and agrees that although the Community's particular rules, each individual's personal discipline regarding proper hygiene, and use of certain protections, such as social distancing and personal protective equipment, may reduce the risk of such exposure and illness, the risk of serious illness, injury, and even death necessarily exists in the use of the Amenities. Participant understands and agrees that those risks cannot be eliminated. Participant also understands and agrees that Participant has individual responsibilities to help reduce the risks, including by maintaining proper hygiene and using personal protective equipment.
2. PARTICIPANT KNOWINGLY AND FREELY AGREES AND ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, OF EXPOSURE AND OF ANY RISK OF INJURY, ILLNESS, OR DEATH OR TRANSMISSION OF ANY INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO COVID-19 ("EXPOSURE"), EVEN IF ARISING FROM THE NEGLIGENCE OF OWNER, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, BOARD MEMBERS, AGENTS, CONTRACTORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES").
3. PARTICIPANT HEREBY RELEASES AND HOLDS HARMLESS RELEASEES FROM ANY AND ALL CLAIMS, LIABILITY, LOSS, PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, DAMAGES, OR FINANCIAL RESPONSIBILITY relating to any alleged or actual Exposure arising from the use or occupancy of the Amenities, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
4. IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENTS AND LEGAL GUARDIANS AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY AND ALL CLAIMS, LIABILITY, LOSS, PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, DAMAGES, OR FINANCIAL RESPONSIBILITY BY OR ON BEHALF OF SUCH MINOR RELATING TO ANY ALLEGED OR ACTUAL EXPOSURE ARISING FROM THE USE OR OCCUPANCY OF THE AMENITIES, INCLUDING ANY LIABILITY, LOSS, DAMAGES, OR FINANCIAL RESPONSIBILITY INCURRED BY ANY RELEASEE IN THE DEFENSE OF ANY CLAIMS AND RELEASEES' PAYMENT OF ANY ATTORNEY'S FEES AND COSTS.

Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. This Addendum does not limit any of Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in this Addendum.

**RESIDENT HAS READ THIS ADDENDUM. RESIDENT FULLY UNDERSTANDS ITS TERMS AND ITS LEGAL CONSEQUENCES. RESIDENT UNDERSTANDS AND APPRECIATES THAT RESIDENT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND USING OR OCCUPYING THE AMENITIES. RESIDENT AGREES TO THESE TERMS FREELY AND VOLUNTARILY ON BEHALF OF RESIDENT AND ALL OTHER PARTICIPANTS. RESIDENT UNDERSTANDS THAT RESIDENT'S AGREEMENT TO THESE TERMS IS AN EXPRESS CONDITION OF RESIDENT'S AND ALL OTHER PARTICIPANTS' USE OF THE AMENITIES**

(Remainder of page intentionally left blank)



RESIDENT HAS READ AND SHALL ABIDE BY ALL OF AGREEMENTS CONTAINED IN THIS ADDENDUM.

**RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Print Name*

Title: Authorized Representative

Date: \_\_\_\_\_



TERMINATION ADDENDUM TO LEASE

THIS TERMINATION ADDENDUM (this "**Addendum**") to the Apartment Lease dated 09/12/2024, (the "**Lease**"), by and between Landlord and Resident, shall be incorporated and made an integral part of the Lease.

- A.

Landlord:

CIP18 FLAGLER VILLAGE LLC
- B.

Resident(s):

Christine Taggart
- C.

Apartment Home:

555 NE 8th Street #0628Ft LauderdaleFL  
33304
- D.

Community:

The District at Flagler Village - 043421

RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.

RESIDENT:

Signature:

Signature:

Signature:

Signature:

Date:

LANDLORD:

By:

Name:

Print Name

Title: Authorized Representative

Date:

RESIDENT AND LANDLORD AGREE AS FOLLOWS:

1.

Landlord has commenced, or may in the future commence, a redevelopment project encompassing portions of the Community. Such redevelopment may include, but is not limited to, the modification of the Apartment Home as well as modification and/or elimination of Community amenities, including Common Areas and facilities, and recreation facilities. During such redevelopment amenities may not be available to Resident or may be closed permanently. Further, the redevelopment schedule may change or the scope of the redevelopment may change. Landlord does not represent or warrant the scope of the redevelopment, the effect of the redevelopment on existing or future amenities or the schedule for the redevelopment.
2.

As of the date of the Lease, it is unknown whether the Apartment Home will require renovation during the Lease Term. Consequently, if the Apartment Home requires renovation, or if access to the Apartment Home is blocked, Landlord shall have the option to terminate the Lease in accordance with the provisions of this Addendum (the "**Termination Option**"). If Landlord exercises the Termination Option in accordance with this Addendum, the Lease shall terminate 60 days after Landlord provides written notice to Resident (the "**Termination Date**").
3.

If Landlord exercises its Termination Option, Resident shall pay all Rent and other amounts when they become due under the Lease up to and including the Termination Date.
4.

Resident agrees that Landlord’s obligations under the Lease shall cease as of the Termination Date, and Landlord may recover possession of the Apartment Home immediately thereafter. Further, if the Lease is terminated under this Addendum, Landlord reserves the right to exercise all rights and remedies against Resident if Resident is in default under the Lease as of the Termination Date.
5.

Resident acknowledges that, during any redevelopment, Resident may suffer inconveniences, including lack of parking, disruption or closure of common areas and facilities and recreation facilities, noise and dust. Resident shall not be deemed to be constructively evicted, nor shall Landlord have breached any warranty or covenant, express or implied, because of any lack of parking, noise, closure of amenities, dust or other inconvenience caused by the redevelopment project, whether or not notice of termination has been sent by Landlord pursuant to the provisions of this Addendum.
6.

Time shall be of the essence with respect to all of the time periods set forth in this Addendum.
7.

Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. Any breach of the terms of this Addendum shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. This Addendum does not limit any of Landlord’s rights or remedies stated in the Lease, which are cumulative of those stated in this Addendum.

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## CONCESSION ADDENDUM

THIS CONCESSION ADDENDUM (this "**Addendum**") to the Apartment Lease dated 09/12/2024 (the "**Lease**"), by and between Landlord and Resident, is incorporated and made an integral part of the Lease. Any word with its initial letter capitalized and not defined in this Addendum shall have the meaning given to it in the Lease.

- A. **Landlord:** CIP18 FLAGLER VILLAGE LLC
- B. **Resident(s):** Christine Taggart
- C. **Community:** The District at Flagler Village - 043421
- D. **Apartment Home:** 555 NE 8th Street #0628 Ft Lauderdale FL 33304
- E. **Concession(s):**

**One-Time Concession(s):**

Commencing 9/12/2024 Resident shall receive a concession against monthly Rent due stated in the Lease of \$\$3,333.00.

- F. **Recoupment:** The Concession(s) stated in this Addendum shall be a "Rent Concession" as defined in the Lease and all Concessions Shall be recouped by Landlord if the Lease is terminated early by Resident or Resident is in default of the Lease.

**RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.**

**RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Print Name*

Title: Authorized Representative

Date: \_\_\_\_\_

**RESIDENT AND LANDLORD AGREE AS FOLLOWS:**

1. **Concession.** Landlord grants Resident the Concession stated in this Addendum, subject to the terms and conditions of this Addendum and the Lease. Resident accepts such Concession, subject to the terms and conditions of this Addendum and the Lease. Resident's receipt of the Concession is conditioned upon Resident's full and timely compliance with all Lease provisions; Resident is receiving the Concession with the understanding that Resident will fulfill all of the terms of the Lease. If Resident terminates the Lease early or fails to fulfill all of the terms of the Lease, then Resident shall not be entitled to any further Concession not then paid and, if provided above, Resident shall pay Landlord the Concessions that previously have been paid or credited by Landlord to Resident.
2. **General.** Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. Any breach of the terms of this Addendum shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. This Addendum does not limit any of Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in this Addendum.

## FLORIDA EARLY LEASE TERMINATION OPTION ADDENDUM

THIS FLORIDA EARLY LEASE TERMINATION OPTION ADDENDUM (this "**Addendum**") is attached to, incorporated into and made an integral part of the Apartment Lease (as amended from time to time, the "**Lease**"), dated 09/12/2024, by and between Landlord and Resident. Any word with its initial letter capitalized and not defined in this Addendum shall have the meaning given to it in the Lease. The provisions of this Addendum amend provisions of the Lease and the other addenda thereto and supersede any contrary provisions of the main text of the Lease and any other addendum thereto.

- A. **Landlord:** CIP18 FLAGLER VILLAGE LLC
- B. **Resident(s):** Christine Taggart
- C. **Community:** The District at Flagler Village - 043421
- D. **Apartment Home:** 555 NE 8th Street #0628 Ft Lauderdale FL 33304

**NOTE:** You must choose "yes" or "no" for Options E & F. You must choose "yes" to one of the Options. If neither Option is elected (or if the same election is made for both options), you will be deemed to have selected Option F (No Liquidated Damages; No Early Termination Fee).

### Liquidated Damages; Early Termination Fee

**IMPORTANT:** THIS ADDENDUM COMES WITH OPTION F PRESELECTED BELOW. YOU HAVE THE RIGHT TO CHANGE YOUR SELECTION TO OPTION E **BEFORE** SIGNING THIS DOCUMENT. IF YOU WISH TO CHANGE YOUR SELECTION, PLEASE DO **NOT** SIGN THIS DOCUMENT AND IMMEDIATELY CONTACT THE AT (954) 903-0716 OR [DistrictatFlaglerVillage.043421@aircommunities.com](mailto:DistrictatFlaglerVillage.043421@aircommunities.com).

E. Yes ☒ NO ☐

Resident agrees, as provided in the Lease (as amended by this Addendum), to pay Landlord two times the monthly Rent (as defined below), less any applicable concession provided in the Concession Addendum, if any (the "**Early Termination Fee**") as liquidated damages or an early termination fee, if Resident elects to terminate the Lease, and Landlord waives the right to seek additional rent beyond the month in which the Landlord takes possession. As used in this paragraph, "Rent" shall mean either the monthly Rent defined in the Definition Annex of the Lease or the monthly Renewal Rent defined in the Renewal Addendum (if any), whichever is applicable to Tenant as of the Cancellation Date.

TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT LANDLORD'S RIGHTS AND REMEDIES SET FORTH IN THIS ADDENDUM ARE A REASONABLE ESTIMATE OF LANDLORD'S DAMAGES RESULTING FROM AN EARLY TERMINATION OF THE LEASE. TENANT FURTHER AGREES THAT, IF TENANT CHECKS THE BOX IN THIS **PARAGRAPH E** OF THIS ADDENDUM, THIS ADDENDUM IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE LANDLORD FOR EARLY TERMINATION (BUT DOES NOT LIMIT OTHER DAMAGES DUE LANDLORD).

F. **No Liquidated Damages; No Early Termination Fee**

Yes ☐ NO ☒

Resident does not agree to liquidated damages or an early termination fee, and Resident acknowledges that Landlord may seek damages as provided by law.

**RESIDENT HAS READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THIS ADDENDUM AND THE LEASE.**

RESIDENT:

Signature: \_\_\_\_\_

LANDLORD:

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*Print Name*

Signature: \_\_\_\_\_

Title: Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESIDENT AND LANDLORD AGREE AS FOLLOWS:

- 1) **Florida Residential Landlord and Tenant Act.** This Addendum is intended to satisfy and comply with the Florida Residential Landlord and Tenant Act, Fla. Stat. Ch. 83.40 *et seq.* (the "**Act**"), including, without limitation, Section 83.595 thereof.
- 2) **Resident's Limited Early Cancellation Option.**
  - a) **Grant of Option.** If, and only if Resident has (i) duly and validly checked and initialed Paragraph E on the cover page of this Addendum and (ii) delivered a Resident's Cancellation Notice to Landlord within the time set forth in Paragraph 2(b) below, Resident shall have the one-time right ("**Resident's Limited Early Termination Option**"), subject to the terms and conditions of this Addendum, to terminate the Lease as of the Cancellation Date (as defined below).
  - b) **Resident's Cancellation Notice.** In order to exercise Resident's Limited Early Termination Option, Resident must give Landlord prior written notice ("**Resident's Cancellation Notice**") of Resident's election to cancel the Lease at least sixty (60) days prior to the Cancellation Date. The election shall be irrevocable. Time is of the essence of this Addendum.
  - c) **Cancellation Date.** Resident may cancel this Lease only as of the last day of a month (the "**Cancellation Date**"). The Cancellation Date must be stated in Resident's Cancellation Notice.
  - d) **Early Termination Fee; Other Damages.** Simultaneously with Resident's delivery of Resident's Cancellation Notice, Resident shall pay Landlord, in good and immediately available funds, the Early Termination Fee. In addition, Resident shall pay Landlord Other Damages (as defined below) at the time and in manner required pursuant to Section 4 below.
  - e) **Resident's Cure Obligation.** Notwithstanding the foregoing, upon delivery of the Resident's Cancellation Notice, Resident shall cure any default under the Lease that exists on or before the Cancellation Date.
  - f) **Surrender on Cancellation Date.** On or prior to the Cancellation Date, Resident shall surrender possession of the Apartment Home to Landlord in accordance with the provisions of the Lease, as if the Cancellation Date were the expiration of the Lease Term.
  - g) **Rights Personal.** The grant of Resident's Limited Early Termination Option set forth in this Section 2 is for the sole benefit of and use by the Resident first named above ("**Original Resident**"), and may only be exercised by Original Resident (and not any assignee, sublessee or other transferee of Original Resident's interest in the Lease). All references to "Resident" in this Section 2 shall mean Original Resident only.
- 3) **Early Termination Without Liquidated Damages Option.** If (a) Resident has duly and validly checked and initialed Paragraph E on the cover page of this Addendum and (b) Landlord has elected to terminate the Lease pursuant to any of Landlord's default remedies set forth in the Lease, then Landlord shall be entitled to any and all damages available at law or in equity, including, without limitation, all damages as provided under the Act.
- 4) **Early Termination; Other Damages.** For purposes of the Lease (as amended by this Addendum), "**Early Termination**" shall mean (a) the early termination of the Lease pursuant to Resident's exercise of Resident's Limited Early Termination Option in accordance with Section 2 above, or (b) Landlord has elected to terminate the Lease pursuant to any of Landlord's default remedies set forth in the Lease. In the event of an Early Termination of the Lease, Landlord shall be entitled to collect from Resident (collectively, "**Other Damages**"): (i) Rent and other charges accrued through the end of the month in which the Resident occupied the Apartment Home; (ii) any charges for damages to the Apartment Home; and (iii) any other damages permitted by the Act.
- 5) **Deposit.** Notwithstanding the foregoing, nothing in this Addendum shall limit Landlord's right to retain any or all of the Deposit pursuant to the terms and conditions of the Lease.
- 6) **Survival.** The terms and conditions of this Addendum shall survive the expiration or early termination of the Lease.
- 7) **General.** Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent consistent with this Addendum. If a conflict between the terms of this Addendum and the Lease exists, the terms of this Addendum shall control the matters specifically governed by this Addendum. If any provision of this Addendum is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of this Addendum shall not invalidate this Addendum or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of this Addendum shall be enforced. Any breach of the terms of this Addendum shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity.

[end of page]

## **MOLD RESOURCE INFORMATION ACKNOWLEDGEMENT**

The following pamphlets regarding mold are provided to our residents for informational purposes and can be accessed and viewed from their individual community's resident portal.

- **A Brief Guide to Mold, Moisture and Your Home**
- **Got Mold? Frequently Asked Questions about Mold**

By signing below, you acknowledge and agree that you have the opportunity to view and print copies of those pamphlets via your resident portal and are willing to accept delivery of the pamphlets in this manner.

### **RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **LANDLORD:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

*Print Name*

Title: Authorized Representative

Date: \_\_\_\_\_

<sup>1</sup> *Christine Taggart*      <sup>2</sup> *Anthony Weise*

**DAMAGE WAIVER PROGRAM SELECTION ADDENDUM**

THIS DAMAGE WAIVER PROGRAM SELECTION ADDENDUM (this "**DW Program Addendum**") to the Apartment Lease dated 09/12/2024, (the "**Lease**"), by and between Landlord and each Resident under the Lease (for purposes of this addendum, each and every Resident under the Lease shall be collectively referred to herein as "**Resident**"), is incorporated and made an integral part of the Lease. Any capitalized term not defined in this DW Program Addendum shall have the meaning given to it in the Lease or in the Resident Insurance Addendum. The term "Landlord" in this DW Program Addendum shall have the same meaning as "Owner" under the Lease (if applicable).

A. **Landlord:** CIP18 FLAGLER VILLAGE LLC

B. **Resident(s):** Christine Taggart

\_\_\_\_\_

\_\_\_\_\_

C. **Community:** The District at Flagler Village - 043421

D. **Apartment Home:** 555 NE 8th Street #0628, Ft Lauderdale, FL 33304

**RESIDENT AND LANDLORD HEREBY AGREE AS FOLLOWS:**

1. Resident has been previously received and agreed with the terms and requirements of the Insurance Addendum, which requires, in relevant part, that Resident comply with the Insurance Requirement of the Lease by maintaining liability insurance with minimum coverage limits of \$300,000 per occurrence or by selecting to enroll in Landlord's Damage Waiver Program.
2. As noted in the Insurance Addendum, and agreed to by Resident and Landlord, Resident may purchase coverage that complies with the Insurance Requirement from any insurance company of Resident's choosing.
3. Resident acknowledges that Landlord has provided Resident with information about how Resident can comply with the Insurance Requirement by enrolling in Landlord's Damage Waiver Program.

**RESIDENT ELECTION:**

X Resident hereby elects to enroll in the Damage Waiver Program. The Damage Waiver Program Terms and Conditions are attached to this Addendum. The monthly cost of \$12.00 will be added to Resident's monthly Rent and will be payable to Landlord. Under the terms of the Damage Waiver Program, Landlord agrees to waive its right to charge or seek reimbursement from Resident for damages up to \$300,000 per occurrence for any damage to the Property, as defined in the Insurance Addendum, caused by fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, or falling objects. Resident acknowledges that this monthly cost and/or terms and conditions of the Damage Waiver Program are subject to change upon prior written notice, which will be provided by Landlord, and agrees to such increases. Resident may terminate his or her enrollment in the Damage Waiver Program by delivering written notice thereof to Landlord. If Resident delivers a termination notice, Resident will be responsible for complying with the Insurance Requirement and providing proof of insurance that satisfies the Insurance Requirement of the Lease before the termination of Resident's enrollment in the Damage waiver Program. Upon confirmation that Resident has purchased liability insurance that satisfies the Insurance Requirement of the Lease, Resident will be disenrolled from the Damage Waiver Program, and the monthly charge will no longer be imposed.

|                  |             |
|------------------|-------------|
| Signature: _____ | Date: _____ |
| Signature: _____ | Date: _____ |
| Signature: _____ | Date: _____ |
| Signature: _____ | Date: _____ |

## Damage Waiver Program Description

Landlord will waive its right to seek recovery from Resident for damages in an amount up to \$300,000 per occurrence for damages to the Apartment Home or the Common Areas caused by\*:

- Fire
- Backup or overflow of sewer, drain or sump
- Smoke
- Explosion
- Water damage
- Falling objects

\*subject to certain limitations and exclusions. Please review the Damage Waiver Program Terms and Conditions for full details.

## **DAMAGE LIABILITY WAIVER PROGRAM TERMS AND CONDITIONS**

These Damage Waiver Program (“DWP”) Terms and Conditions (the “Terms and Conditions”) govern your participation in the DWP offered by Landlord.

1. Monthly Fee. The monthly fee to participate in the DWP is \$12.00 per month. The amount is due at the beginning of each month with your monthly Rent. Your payment of the monthly fee for the DWP constitutes your consent to participate therein.
2. Waiver of Lease Insurance Requirements. If you elect to participate in the DWP and pay the required monthly participation fee, then you will not be obligated to maintain the insurance required by the terms of your Lease, but only for as long as you continue to pay the required monthly fee.
3. DWP Is Not Insurance. While you are participating in the DWP, we agree to waive our rights to charge you or seek reimbursement from you for damage you cause to the Property, subject to certain limitations, restrictions and exclusions set forth herein. The DWP is a modification of specific terms and conditions of the Lease with Landlord and is not insurance coverage. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT YOU FROM LIABILITY TO THIRD PARTIES.**
4. Agreement To Participate In DWP If Proof Of Insurance Is Not Received By Landlord. Unless you provide Landlord, at or prior to commencement of your Lease, with a copy of your insurance policy that complies with the Insurance Addendum of your Lease, you accept and agree to participate in the DWP and will be charged accordingly.
5. Damages Covered By The DWP. The DWP covers damages to the Property caused by the resulting from the following causes:
  - a. Fire
  - b. Backup or overflow of sewer, drain or sump
  - c. Smoke
  - d. Explosion
  - e. Water damage
  - f. Falling objects

The DWP covers damage only up to \$300,000 per occurrence for any damage to the Property from the above-described causes.

6. Exclusions. The DWP does not cover damages caused by or resulting from the following:
  - a. Any obligation you assume under any agreement (other than a deductible under any insurance policy)
  - b. Any damage resulting from a violation of your Lease
  - c. Damage, loss or theft of any personal belongings
  - d. Personal liability



- e. The cost of any insurance you have purchased
  - f. Expenses reimbursed by your insurance company
  - g. Damage due to intentional acts, illegal activities, hazardous materials, or caused by someone who is under the influence of alcohol, intoxicants or drugs
  - h. Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the gross negligence or willful misconduct of you or your guests, or anyone acting at your direction of or on your behalf
  - i. Damage caused by your unauthorized improvements, modifications or additions to our Property
  - j. Damages not reported within the time frame set forth under paragraph 7 below
  - k. Damages for which all requested information and documentation has not been received within one hundred twenty (120) days after the date of the incident
  - l. Damages caused by vandalism, unless you file a police report within twenty-four (24) hours of learning of the vandalism and provide Landlord with a copy of the police report to Landlord at the time you report the damage.
7. Required Time Frame to Report Damage. The waivers set forth herein shall not be binding upon Landlord unless the damage is reported to Landlord, in writing at the address provided below, within twenty-four (24) hours of your learning of the damage.
8. Duty to Cooperate. You agree to cooperate with and provide Landlord with any and all information requested by Landlord regarding the event that caused damage to the Property.
9. Right of Inspection. In the event you desire to sign up for the DWP after the effective date of your Lease, Landlord shall have the right to inspect your Apartment Home to confirm that the Apartment Home has not suffered any pre-existing damage that would otherwise be covered by the DWP. Any inspection will be in accordance with the terms of your Lease.
10. Termination of DWP Participation. Your participation in the DWP shall be automatically extinguished and terminated on the date that your rent and the monthly DWP fee become late and unpaid or upon expiration or termination of your Lease.
11. Limitations on Damage Waiver. Notwithstanding the above, the DWP does not waive your liability, other than your liability for damage to the Property, subject to the limitations set forth in these Terms and Conditions, for damage or injury to real property; any materials of any kind therein, thereon, or nearby the Property; liability for death or injury to any person(s); liability for damage to adjacent property of any kind; any loss or damage involving, directly or indirectly, your willful, reckless, careless, or negligent use of the Property; your unauthorized improvements, modifications, or additions to the Property; mysterious disappearance of any Property; your failure to provide reasonable security or protection of the Apartment Home; or Lessee's failure to mitigate loss or damage to the Property. The DWP shall not otherwise limit your liability to Landlord for compliance with or liability arising under any other terms and conditions of your Lease.

12. Capitalized Terms. Any capitalized terms which are not defined herein shall have the meaning ascribed to such terms set forth in your Lease.

13. Notices. Any notice required to be given to Landlord hereunder shall be directed to Landlord in accordance with your Lease.

Arbitration. Any dispute arising under this DWP, whether for damages or other legal, equitable or injunctive relief, shall be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, and shall be settled by arbitration administered by the American Arbitration Association (the “AAA”) in the state in which the Community is located. If you and Landlord cannot agree on the selection of an arbitrator within 15 days after the request for arbitration, the AAA shall select an arbitrator. The determination of the arbitrator in such arbitration shall be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator shall assess the costs of arbitration against the party which is not the substantially prevailing party in such arbitration.

# FL Lease Packet

## Signature Details

|                            | Signer                                  | IP Address              | Date Signed            |
|----------------------------|---|-------------------------|------------------------|
| FL Lease                   |   |                         |                        |
| 1                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 2                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 3                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 4                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 5                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 6                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 7                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 8                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 9                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 10                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 11                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 12                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 13                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 14                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 15                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 16                         | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:02:33 PM |
| 17                         | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:26 PM |
| Rentable Item Addendum     |   |                         |                        |
| 1                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:04:59 PM |
| 2                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:04:59 PM |
| 3                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:04:59 PM |
| 4                          | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:27 PM |
| Renters Insurance Addendum |   |                         |                        |
| 1                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:07:43 PM |
| 2                          | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:07:43 PM |

|                                    |   |                         |                        |
|------------------------------------|---|-------------------------|------------------------|
| 3                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:28 PM |
| Community Policies and Procedures  |   |                         |                        |
| 1                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:08:36 PM |
| 2                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:08:36 PM |
| 3                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:08:36 PM |
| 4                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:28 PM |
| Good Neighbor Commitment           |   |                         |                        |
| 1                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:09:12 PM |
| 2                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:09:12 PM |
| 3                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:09:12 PM |
| 4                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:29 PM |
| Subletting Addendum                |   |                         |                        |
| 1                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:09:42 PM |
| 2                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:30 PM |
| Amenities Addendum                 |   |                         |                        |
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| 2                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:10:06 PM |
| 3                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:10:06 PM |
| 4                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:30 PM |
| Redevelopment Termination Addendum |   |                         |                        |
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| 2                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:31 PM |
| Concession Addendum One Time       |   |                         |                        |
| 1                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:10:59 PM |
| 2                                  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:31 PM |
| Early Termination Addendum         |   |                         |                        |
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| 2                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:12:04 PM |
| 3                                  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:12:04 PM |

|  |   |                         |                        |
|--|---|-------------------------|------------------------|
| 4  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:32 PM |
| Mold Resources Information Acknowledgment  |   |                         |                        |
| 1  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:12:47 PM |
| 2  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:32 PM |
| Damage Waiver Program Selection Addendum   |   |                         |                        |
| 1  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:13:40 PM |
| 2  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:13:40 PM |
| 3  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:33 PM |
| Damage Waiver Program Terms and Conditions |   |                         |                        |
| 1  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:14:20 PM |
| 2  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:14:21 PM |
| 3  | Christine Taggart<br>Primary (15217028) | 167.88.89.144           | 09/10/2024 03:14:21 PM |
| 4  | Anthony Weise<br>Owner/Manager          | 2601:582:4a00:7aa0:f904 | 09/10/2024 08:56:33 PM |