

## FLORIDA RESIDENTIAL LEASE AGREEMENT WITH OPTION TO PURCHASE

This Lease Agreement ("Agreement") is made and entered into on 8/22/2025 | 1:17 PM PDT by and between:

**LANDLORD:** J and J Investments of Florida, LLC

1425 Ocean Shore Blvd, Unit 501

Ormond Beach, FL 32176

Phone: 407-269-1299

Authorized Agent for Notices: Joseph Radcliff, CEO

**TENANT:** Douglas K. Reigelsperg

131 Ormond Shore Blvd

Ormond Beach, FL 32176

### 1. PROPERTY

Landlord hereby leases to Tenant the residential property located at: 131 Ormond Shore Blvd, Ormond Beach, FL 32176 ("Premises"). The Premises is a single-family residential home intended for use solely as a private residence. No part of the Premises may be used for business purposes without prior written consent from the Landlord. The Tenant agrees not to allow the Premises to be used for any illegal, immoral, or unauthorized purposes.

### 2. LEASE TERM

This Lease shall commence on September 1st, **2025** and terminate on September 1st, **2026**. Should Tenant remain in the Premises without executing a new lease after the lease term expires, and without prior written agreement, a month-to-month tenancy will be presumed, and all terms of this lease shall remain in effect on a monthly basis until either party provides written notice of termination with a minimum of 30 days' notice. If the Tenant vacates before the end of the term without the Landlord's consent, Tenant remains liable for rent, damages, and all costs associated with re-renting the property.

### 3. RENT & MOVE-IN FUNDS

Tenant agrees to pay monthly rent in the amount of \$ 2,870.00, due on the **1st calendar day of each month**, without demand. Payment shall be made via ACH transfer or Zelle to an account designated by the Landlord.

#### Initial Move-In Amount Due:

- First Month's Rent: \$ 2,870.00
- Last Month's Rent: \$ 2,870.00
- Security Deposit: \$ 2,870.00
- **Total Move-In Cost: \$ 8,610.00**

Tenant acknowledges that failure to pay rent in full and on time is a material breach of this Agreement. No portion of rent may be withheld without written agreement. Returned or disputed payments will incur administrative fees and subject Tenant to default procedures under Florida Statutes.

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#### 4. LATE FEES & RETURNED PAYMENTS

If rent is not received by the fifth (5th) day after the due date, a **late fee of \$150.00** will be assessed, plus **\$5.00 per day** thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 4th day of each month until full payment is made. If a payment is returned or dishonored by the financial institution, an additional fee of **\$40.00** or 5% of the payment (whichever is greater) will be applied. After one returned payment, Landlord reserves the right to demand future payments be made by cashier's check or money order only. All payments received will be applied first to outstanding balances, including late fees and other charges, before being applied to current rent. Continued late or returned payments shall be grounds for termination. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three-Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three-Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balance of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above.

#### 5. SECURITY DEPOSIT TERMS (FL Stat. § 83.49)

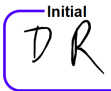

A security deposit of \$<sup>2,870.00</sup> ) is required to secure the Tenant's faithful performance of all terms and conditions in this Lease. This deposit will be held in a **non-interest-bearing account in accordance with Florida Statute §83.49**. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. Security deposit refunds or other refunds, if any, are normally made in one payment in the names of all TENANTS, but LANDLORD has the option to divide the funds, if any, into equal amounts made payable to each individual TENANT. All refunds, if any, shall be made by mail or electronically, at the option of the LANDLORD. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest-bearing account with Wells Fargo Bank, 441 Seabreeze Blvd. Daytona Beach, FL 32118 Your lease requires payment of certain deposits. The LANDLORD may transfer advance rents to the LANDLORD'S account as they are due and without notice. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit. The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD'S intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the

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JR

LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any. If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund. You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party. This disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations. Florida statutory law, 83.49(3) provides: (3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his or her 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 s. 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 the LANDLORD fails to give the required notice within the 30-day period, he or she forfeits his or her right to impose a claim upon the security deposit. (b) Unless the TENANT objects to the imposition of the LANDLORD'S claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his or her claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages. (c) If either party institutes an action in a court of competent jurisdiction to adjudicate his or her right to the security 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. (d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, 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 at this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

## 6. UTILITIES

Tenant is responsible for all utilities, including but not limited to electricity, water, sewer, trash, cable, internet, and gas services, unless otherwise specified in writing. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. TENANT may opt to pay for nonessential services but shall be required to pay for essential services including but not limited to electricity, water, sewer, trash, and gas services. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the municipality or county decides

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to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. TENANT is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if TENANT chooses to have a landline phone service and/or cable service.

## 7. VEHICLES:

Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT shall not use or install any portable or permanent electric or hybrid vehicle charger in or on the premises without the prior written permission of OWNER and an EV Vehicle Addendum signed by all parties. TENANT agrees that only the following vehicles will be parked on the premises: Confirmed.

## 8. MAINTENANCE/INSPECTION:

TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. TENANT agrees to use the air-conditioning system, replace the air filter monthly and provide proof of replacement, at all times in a reasonable manner and at temperature to prevent the growth of mold and mildew and use the heating system in moderation. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT is responsible for the expense of any service calls requested by or due to the TENANT deemed to be unwarranted or unnecessary by the service technician or vendor, or, if the service technician deems the service call need is due to the TENANT'S misuse, negligence or intentional acts, or, if the service technician is unable to gain access due to TENANT'S actions or inactions, even if the other terms of this lease would ordinarily make the LANDLORD responsible for such a service call and/or repair charge. the LANDLORD responsible for such a service call and/or repair charge. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, LIGHT BULBS, SMOKE ALARM BATTERIES, DISHWASHER, REFRIDGERATOR, STOVE-OVER, WASHER and DRYER.** Unless

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otherwise stated in the lease, LANDLORD shall not be responsible for any exterior extermination. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. Unauthorized repairs or other work or services conducted by or through TENANT on the premises will constitute a default under this lease, and TENANT will not be compensated by LANDLORD for any unauthorized repairs or other work or services conducted on the premises by or through TENANT. TENANT agrees that they should immediately test each smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. LED strip lighting, any other lighting and electrical wiring cannot be installed in any manner on the walls or any other surface of the property. In the event the refrigerator has a water filter, TENANT shall be responsible for purchasing and changing the water filter, as needed. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred. Examples of items that should not be flushed down the toilet(s) or sent down other plumbing drains, include, but are not limited to, wipes, "flushable" wipes, sanitary napkins, feminine products, diapers, refuse, dental floss, grease, coffee grounds, or paper towels. If a private swimming pool is present on the premises, TENANT, at TENANT'S expense, agrees to maintain water level in the swimming pool at mid-skimmer level; TENANT shall be responsible for any damage to the pool, skimmer system, pool pump, other pool equipment, or other incidental damage for failure to keep water level at mid-skimmer level. Unless otherwise specifically addressed in this lease, TENANT is responsible for all repairs for \$150.00 or less. Any repairs over \$150.00 are the total responsibility of the OWNER unless due to TENANT negligence or intentional acts, in which case TENANT will be responsible for 100% of repair cost.

## 9. VACATING:

At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted.

## 10. RENEWAL:

LANDLORD or TENANT shall have 45 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 30 days prior to the end of some monthly payment period. All other conditions of the lease shall

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remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

### 11. RIGHT OF ENTRY:

LANDLORD, upon reasonable notice by telephone, hand-delivery, posting, e-mail or text message to TENANT, has the right of entry to the premises for showings, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time. 24-hour notice must be provided before entry, per **Florida Statute § 83.53**, except in emergencies.

### 12. CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:

If for any reason the premises or any portion of adjoining structures or amenities are condemned or determined to be in need of significant repair by any governmental authority or association, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises or any portion of adjoining structures or amenities to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. In the event of any vandalism or other intentional damage on the premises, LANDLORD is not responsible for the replacement or repair of any damaged items, including but not limited to windows, screens, doors or locks. If a watch or warning is issued for a tropical storm or hurricane, TENANT is responsible to tie down or move to the inside of the dwelling unit any items located on the exterior of the dwelling unit, including lanai areas, that may become projectiles. TENANT will be responsible for any damage caused by a failure to comply with this requirement. TENANT agrees that the issuance of a tropical storm or hurricane watch or warning is an emergency and LANDLORD shall have immediate access to the property. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT shall both install and take down same in the event there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect; LANDLORD has the right, but not the obligation, to install shutters or take other protective actions.

### 13. MOLD:

LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons, or if it is determined by an HVAC professional or air quality specialist that TENANT is failing to use the air conditioning

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adequately or causing other conditions conducive to mold or mildew growth. LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 days' written notice and hold TENANT responsible for any damages caused by mold or mildew. In the event there are professional mold or air quality test(s) ordered by LANDLORD upon the TENANT'S request despite no odor or evidence detected by LANDLORD OR AGENT and/or there is no visible evidence of mold or water intrusion causing mold and/or continuing to cause mold, TENANT agrees to pay LANDLORD on demand the full cost of the test(s), which shall be treated as additional rent, if the test(s) results do not show mold or air quality levels requiring remediation based on professional industry standards. LANDLORD shall use its sole discretion whether to order professional mold or air quality testing and LANDLORD has no obligation to pay for TENANT ordered testing. Tenant shall: Use air conditioning, fans, or dehumidifiers to control humidity, keep bathrooms and kitchens ventilated, immediately report signs of mold or leaks to the Landlord. Tenants acknowledge liability for mold caused by negligence or inaction.

#### **14. WAIVERS:**

The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

#### **15. INDEMNIFICATION:**

TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, or TENANT'S agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, or TENANT'S agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

#### **16. DISPUTES AND LITIGATION:**

In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

#### **17. INTEGRATION:**

This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

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## 18. MODIFICATIONS:

No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

## 19. RADON GAS DISCLOSURE (FL Stat. § 404.056):

State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to people 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."

## 20. ABANDONED 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.

## 21. ADDITIONAL STIPULATIONS:

None.

**ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA: MOLD ADDENDUM**

## 22. ASSIGNMENTS/SUBLETTING:

TENANT shall not assign this lease, transfer any interest, advertise or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement.

## 23. FIXTURES AND ALTERATIONS:

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

## 24. RISK OF LOSS:

All TENANTS' personal property in and on the premises including but not limited to vehicles shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, trees and branches, flood, rain or wind damage, electrical surges, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **TENANT is strongly urged to secure insurance for personal property.**

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**25. DEFAULT:**

(1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S or guest(s) violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT or guest to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S or guest(s) actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**26. PEST CONTROL:**

Tenant shall immediately report any pest activity. Landlord shall arrange for extermination within 10 days, unless it is determined that the infestation was caused by Tenant's actions or negligence, in which case the Tenant shall bear all costs.

**27. OPTION TO PURCHASE:**

(Tenant's right to purchase the Premises shall be governed by the Option Rider attached hereto and made part of this Agreement as Exhibit A.)

**28. PET AGREEMENT:**

Tenant is permitted to keep one large dog on the Premises. No pet deposit is required. However, Tenant accepts full and sole liability for any and all damages, noise complaints, odors, nuisance, or personal injury caused by the pet.

**Tenant shall:**

- Comply with all local ordinances regarding animal control and leash laws.
- Immediately clean and remove pet waste from the yard and property.
- Not allowing the pet to cause damage to landscaping, doors, floors, or furniture.
- Accept full responsibility for any claim, suit, injury, medical costs, fines, or legal fees arising out of or related to the pet's presence or actions.

Landlord is released from any liability, damage, or injury caused by the Tenant's pet. Tenant agrees to indemnify and hold Landlord harmless from all liability resulting from the animal, including but not limited to damage to property, injuries to persons, and costs related to dispute resolution or litigation.

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## 29. PROHIBITED ACTIVITIES:

### Tenant shall not:

- Conduct unauthorized construction or improvements
- Store flammable, explosive, or hazardous materials
- Use fireworks or open flames
- Operate a business without written consent
- Participate in or allow illegal activity on the Premises

The violation of this section is grounds for immediate lease termination.

## 30. DISCLOSURES:

Pursuant to **Florida law**, Landlord affirms that:

- ☒ Radon Gas Disclosure (\$404.056)
- ☒ Security Deposit Disclosure (\$83.49)
- ☒ Identification of Landlord (\$83.50)
- ☐ Lead-Based Paint Disclosure (not applicable if built post-1978)

## 31. LANDLORD IDENTIFICATION (FL Stat. § 83.50):

Landlord for purposes of receiving notices and service of legal process:

**Joseph Radcliff, CEO**

J and J Investments of Florida, LLC

1425 Ocean Shore Blvd, Unit 501

Ormond Beach, FL 32176

## 32. LAWN AND LANDSCAPING MAINTENANCE:

Tenant shall be solely responsible for the regular upkeep and maintenance of all lawn, shrubs, trees, flower beds, and landscaped areas. This includes, but is not limited to, mowing, edging, watering, weeding, trimming, and removal of debris on a weekly basis or as needed to maintain a clean and healthy appearance. Tenant agrees to comply with all local ordinances and HOA rules regarding lawn care. Failure to properly maintain the landscaping may result in Landlord arranging for professional services at Tenant's expense, with such charges considered additional rent due with the next monthly payment. Any fines or violations imposed by local authorities due to inadequate lawn care shall be the sole responsibility of the Tenant.

## 33. OPTION TO PURCHASE – BREACH CONSEQUENCES:

In the event the Tenant breaches any provision of this Lease, including but not limited to non-payment of rent, unauthorized occupants, property misuse, failure to maintain the Premises, or any prohibited conduct, the Option to Purchase agreement shall become null and void at the sole discretion of the Landlord. Tenant acknowledges and agrees that strict compliance with all terms of this Lease is a condition precedent to the enforcement or exercise of any Option to Purchase, and failure to do so constitutes automatic forfeiture of said Option.

## 34. GUEST POLICY:

Tenant agrees not to allow any guest to reside on or occupy the Premises for more than **three (3) consecutive nights or more than three (3) nights total in any 30-day period** without prior **written approval** from the Landlord. Violation of this clause may constitute unauthorized occupancy and be considered a breach of this Lease. Tenant is responsible for ensuring that all guests comply with the terms of this Lease. Tenant shall be liable for any damage, nuisance, or misconduct caused by guests. Any violation of this guest policy shall be grounds for termination and/or loss of purchase option rights.

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**35. QUARTERLY INSPECTION CLAUSE:**

Landlord reserves the right to conduct quarterly inspections of the premises with 24-hour notice, in addition to any maintenance-related entry.

**ENTIRE AGREEMENT:**

This agreement contains the entire agreement and understanding between the LANDLORD and TENANT with respect to the provisions contained in this agreement, and that no representations, promises, agreements, or understandings, written or oral, related thereto which are not contained in this agreement will be given any force or effect. No change or modification of this agreement will be valid or binding unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. Even if the LANDLORD waives or fails to enforce any provision of this agreement in one instance, which will not constitute a waiver of any other provisions of this agreement at this time, or a waiver of that provision at any other time.

**Landlord:**

**Tenant/Optionee:**

Signed by:   
Signature: \_\_\_\_\_  
DA42B9E8B2A845C...  
Joseph Radcliff, CEO  
Date: 8/22/2025 | 1:17 PM PDT

Signed by:   
Signature: \_\_\_\_\_  
51CEC4DB4B8D411...  
Douglas K. Reigelsperg  
Date: 8/22/2025 | 2:21 PM PDT

Tenant Initials:  Landlord Initials: 