

RESIDENTIAL LEASE

This Residential Lease Agreement ("Lease") is made between _____, _____, _____ ("Resident") and Christopher and Sara Kennedy ("Landlord") whose address for notice purposes is 211 NW 28th Terrace Gainesville, Florida 32607 and whose phone number is 727-267-5074.

Premises

Landlord agrees to lease to Resident and Resident agrees to rent from Landlord, a portion of the dwelling located at 211 NW 28th Terrace Gainesville, Florida 32607 consisting of approximately 1690 square feet including a kitchen and living room, dining/entertainment room, three bedrooms and two bathrooms along with shared common spaces. ("Premises"). Resident acknowledges that the home is shared with Landlord and/or their guests or invitees. Landlord will have the exclusive use of the Owner's Suite, garage and shed along with rights to certain shared common areas. See attached Exhibit "A".

Lease Term

The term of this Lease commences on August 1, 2015 and terminates on July 31, 2016 unless terminated sooner pursuant to the provisions of this Lease.

Rent

Rent for the term *One Thousand Eight Hundred Fifty and No/100 U.s. Dollars (\$1,850.00)* per month, which Resident shall pay Landlord in advance, without notice or demand, for that month on the first day of each month. Other payments shall be made according to the following schedule:

Amount Due

1. First Month's Rent: \$ _____
 - 1.1. Prorated for the period of: _____ through _____
2. Last Month's Rent: \$ _____
3. Security Deposit: \$ _____
4. Animal Fee: \$ _____

Total Due Upon Signing \$ _____

Rent shall be paid to Theron Properties as agent for Landlord at 211 NW 28th Terrace Gainesville, Florida 32607 or at any other place that the Landlord may designate in writing. Payment will be accepted by a single check, money order or cashier's check. Payment is not considered made until the instrument is collected. No postdated checks will be accepted. If Resident makes payment with a worthless check, Landlord may require Resident to make all future payments by money order or cashiers check and to pay worthless check fees in the amount of \$45.00. Unless the amount is paid in full, Landlord reserves the right to pursue a civil action or turn over the dishonored check to the state attorney for prosecution. In the event Resident is in default of payment obligations under this Lease and Landlord has issued a formal demand for payment (including but no limited to providing the Resident with a Three Day Notice) Landlord may require such payments to be made in certified funds.

In addition to Rent, Resident shall pay a late charge equal to ten percent (10%) of the monthly rent on the fifth day of the month if Rent is not received, plus \$10.00 per day each day thereafter. Rent is due on the first of the month and considered late on or after the 5th day of the month.

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 outstanding balances of any kind including late charges and/or any other charges due under this lease.

All sums due to Landlord under this lease including but not limited to late fees shall be considered additional Rent.

Occupancy

The Premises shall be occupied only by Resident and any additional persons listed below.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay for more than 7 nights in any calendar month. Landlord's prior written approval is required to allow guests to stay for a longer term or to allow anyone else to occupy Premises.

Security Deposit

The security deposit, referenced on page one (1) of this Lease, is to be used as security for the faithful performance by Resident of the terms of this Lease. Landlord shall hold the security deposit in a non-interest bearing account for the duration of the tenancy. Landlord reserves the right, but not the obligation, to apply the security deposit funds, in whole or in part, to the amount of any unpaid Rent, late fees, physical damages, other charges due from Resident under the terms of this Agreement. Should the Landlord opt to use the security deposit for any unpaid obligation or damage, Resident will be required to replenish the security deposit within ten (10) days of notice by Landlord. Failure to replenish the security deposit shall be a material violation of this lease.

Upon fulfillment of the terms and conditions of this Lease, the release of said deposit is subject to the following provisions:

1. Full rental period has expired.
2. Formal written Notice of Intent to vacate has been delivered to Landlord at least sixty (60) days prior to vacating.
3. No unpaid late charges or delinquent Rent remains outstanding.
4. No damage to property, beyond normal wear and tear is evident.
5. All debris, rubbish and garbage is removed from Premises.
6. The entire Premises, including, but not limited to, range, refrigerator, bathroom, flooring, closets and cupboards are clean.
7. All keys are returned.
8. Forwarding address has been left with Landlord.
9. Carpets professionally steam cleaned upon move out and receipt provided to Landlord at time of inspection.

A charge will be taken out of the Security Deposit for the cost of mailing any security deposit notice by certified mail. A utility turn-on fee will be charged if it is necessary to turn on utilities for any inspection or repairs of Premises. Once all these conditions have been met and any costs for labor and materials for cleaning and repairs have been deducted along any other outstanding amounts owed the remaining balance of said deposit will be returned by check addressed jointly to all Residents.

Last Month Rent

If Resident has paid Last Month Rent to Landlord, as referenced on page one (1) of this Lease, Landlord shall hold this advance Rent in a non-interest bearing account until the last month in the term of this Agreement. Should the parties subsequently extend or renew this Agreement, the Last Month's Rent will be carried over to the last month of the term of any subsequent extension or renewal. At which time the advance Rent shall become due and owing to Landlord and shall become the property of Landlord in satisfaction of the rental obligations contained herein.

If Resident defaults in their obligation to the Landlord and Landlord retakes possession of the Premises early, the Last Month's Rent will immediately become the property of the Landlord and the Landlord may, at its sole and exclusive option, use the last month's rent to offset damages due to the Resident's non-performance.

Assignment and Subletting

Resident understands and agrees that Landlord may assign this Lease. Resident may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent may be withheld at the sole and absolute discretion of Landlord.

Notices

Resident will, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to: Landlord at the address specified on page one (1) of this Lease unless the Landlord gives Resident written notice of a change. The failure of Resident to make such notification in writing within the time prescribed will constitute a total and complete waiver of said objection and will not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

Any notice to Resident shall be given by certified mail, return receipt requested, or delivered to Resident at the Premises. If Resident is absent from the Premises, notice may be given by leaving a copy of the notice at the Premises. When direct notice is given to Resident, notice to any one person whose name appears on this Agreement as Resident shall be sufficient to give notice to all.

In the event Landlord requires a Guarantor, Resident agrees that Landlord may, but will not be required, to provide copies of any notices sent to Resident to Guarantor as well.

Use Of The Premises

Resident shall use the Premises only for residential purposes. Resident shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord reserves the right to make reasonable changes to the Rules and Regulations and, upon notification to Resident of such changes, such amended Rules and Regulations will be deemed as equally binding upon Resident as if originally set forth herein. Landlord will provide Resident notice of any rules or restrictions that apply to the Premises and violation of any rule or regulation by the Resident will constitute a breach of the terms and conditions of this lease.

Tobacco or Illicit Drugs

The use or smoking of tobacco products or illicit drugs is strictly prohibited within or around the Premises. Resident acknowledges that Resident is responsible for any damage caused to the Premises due to the use or smoking of tobacco or illicit drugs, including but not limited to burns, stains, odors or discoloration. Any violation of this provision shall be considered a material violation of the lease and subject the Resident to eviction.

Utilities

Landlord will agree to provide basic utilities for the premises including electricity, water, and sewer and garbage collection. The Landlord and Resident may use said utilities equally. The Landlord will be responsible for the payment of the Utilities. However, to the extent the total cost for Utilities for the premises exceed \$250 in any month, the Resident will be responsible for reimbursing the Landlord for the excess. In the event of excess utility usage, the Landlord will present the Resident with documentation of the monthly utility cost and the Resident will be responsible for reimbursing Landlord to the extent the total exceeds \$250 within ten (10) days of the Landlord's demand. Excess utility payments will be considered additional "rent" under this Lease. Failure of the Resident to timely reimburse the Landlord will be considered a material breach of this lease and grounds for eviction.

In addition to the Utilities described above, Landlord will additionally provide basic cable or satellite television service for the premises along with basic Internet access. The specific level of service for television and Internet services will be at the Landlord's discretion. Any equipment that is installed by the Landlord or their Agents for networking, television or utility services are to be left in place by Resident.

Any additional utilities or upgrades to services may be activated at the Resident's cost and expense.

Landlord will not be responsible for any loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the complex in which the Premises are located.

Repairs and Maintenance

Resident shall take good care of the Premises and the appliances and fixtures in it and shall maintain them in good order and condition. Landlord may repair, at the expense of Resident, all damage or injury to the Premises, or to the building, done by Resident or Resident's employees, agents, visitors, or licensees, caused by installation or removal of furniture or other property, or resulting from the overflow of water, or any other cause, due to the carelessness, negligence, or improper conduct of Resident or Resident's employees, agents, visitors, or licensees. There shall be no allowance to Resident for a diminution of rental value, and no liability on the part of Landlord for the making of any repairs, alterations, additions, or improvements in, or to any portion of, the building or Premises, and no liability on Landlord for failure to make any repairs, alterations, additions, or improvements in, or to any portion of, the building or Premises.

Unless otherwise provided herein, Resident shall be responsible for the first \$50 of any repair and maintenance at the Premises, other than repairs to the roof, foundation, HVAC systems, water heaters and structural components of the building. Washers, Dryers, Icemakers, Ceiling Fans and Garbage Disposals are considered non-essential household items and will be repaired only at the option of the Landlord.

Animals

Resident shall keep no domestic or other animals in, about, or on the Premises either temporarily or permanently unless specifically approved by Landlord at Landlord's full discretion. If Resident is authorized to keep any animal in the leased Premises it must be provided for in a separate written addendum and proper payment for authorization of pet must be received by Landlord prior to the animal being allowed on the Premises. Authorization must be individually obtained for each animal and does not carry over from one animal to another. If an animal has previously been authorized to be on the Premises by written addendum, Landlord reserves the right to revoke authorization upon reasonable notice to Resident upon which case the animal must be removed.

Lawn Maintenance

Landlord will provide basic lawn service as needed, not to exceed twice per month, to include mowing the grass, trimming bushes, edging and blowing.

Resident is otherwise responsible for the care of the lawn and exterior of the property including removal of limbs, trash and debris to keep the appearance of the lawn presentable and in conformity with neighborhood standards. Watering of the lawn and shrubs must be performed a weekly basis or more frequently if necessary and in adequate amounts to ensure a healthy lawn. All watering must use the guidelines set forth by the water management district. Resident may not materially alter the landscaping or configuration of the lawn without Landlord's prior written permission.

In the event Resident fails to maintain the lawn as described above, Landlord may, at its option, demand compliance by issuance of a seven-day notice to cure. Landlord may also, at its option hire someone to maintain the lawn and shrubbery, and Resident shall be liable for all costs incurred for such services.

Pest Control

Landlord will be responsible for delivering Premises that is free of rats, mice, roaches, ants, bedbugs, wood destroying organisms and similar pests. Resident understands it is their duty to inspect the premises prior to move-in and inform the Landlord if they see any evidence of pest activity or infestation. Landlord will provide basic biannual interior and exterior pest control service and termite treatment.

Any pest activity (including bedbugs) observed after Resident has taken occupancy of the Premises will be deemed the responsibility of the Resident.

Resident must disclose to Landlord prior to move-in if they have lived anywhere that had a bedbug infestation. If this is the case, Resident's belongings (including furniture, clothing and bedding) are required to be treated by a licensed pest control professional deemed and are free of further infestation. Landlord may request documentation of the treatment and inspect Resident's belongings to confirm the absence of pests prior to move-in.

Resident agrees not to attempt to resolve any pest infestations themselves and will allow licensed pest control agents to enter the Premises at reasonable times to inspect for and treat for pests. Landlord has the right to select the treatment method, as well as the pest control agent. In the event of a pest infestation, Resident agrees to treat, at their own expense, all personal property (including furniture, clothing and bedding) and remove or destroy any personal belongings that cannot be satisfactorily treated and confirmed to be pest-free.

Resident agrees to pay all reasonable cleaning and pest control costs to treat for any pest infestation. If Landlord confirms the presence of pests (including but not limited to bedbugs or fleas) after Resident the Premises, Resident will be charged reasonable cleaning and pest control costs in addition to any incidental losses or expenses incurred with treatment.

If vacating of the Premises is required for the extermination or any pests, the Landlord shall not be liable for damages but shall abate the Rent. The Resident shall be required to temporarily vacate the Premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

Right of Entry and Inspection

The parties agree that Landlord or its authorized agent, shall have the right to enter the Premises for the purpose of inspecting, maintaining or repairing the same, subject only to providing 24-hour notice to Resident. Resident also agrees to allow Landlord reasonable entry after prior notice for the purpose of showing the Premises to other prospective renters or purchasers. However, Landlord may enter the Premises at any time and without advance notice to Resident if necessitated by an emergency situation, or if such entry is required in order to protect or preserve the Premises from incurring damage. Resident agrees to not unreasonably refuse entry to Landlord.

Landlord may give notice to Resident either by direct notice, posting notice at the Premises, email to any Resident, or by leaving a message with any one of the telephone numbers Resident has on file with Landlord. After notice has been given (when required) Landlord or its authorized agent may enter the Premises in the absence of Resident by use of a passkey.

Resident shall permit Landlord's use of a lock-box on the front door. Landlord may place "For Sale" or "For Rent" signs on the Premises at any time.

Obligations of Resident

Resident shall be responsible for all conditions created or caused by the negligent or wrongful act or omission of the Resident, a member of the Resident's family, or other person on the Premises with Resident's consent. At all times during the tenancy, the Resident shall:

1. Timely report to the Landlord any maintenance needs.
2. Keep the Premises clean and sanitary, and maintain and care for the lawn and shrubs.
3. Remove all garbage in a clean and sanitary manner.
4. Keep all plumbing fixtures clean and sanitary and in repair. Plumbing stoppages that occur after the initial 45 days of occupancy will be deemed to be Resident's responsibility and will be paid by Resident.
5. Not destroy, deface, damage, impair, or remove any part of the Premises or property in them belonging to Landlord, or permit any person to do so.
6. Conduct themselves and require guests and invitees to conduct themselves, in a manner that does not unreasonably disturb the neighbors or constitute a breach of the peace.
7. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances. This includes the periodic replacement of HVAC filters as necessary to ensure normal operation. Resident is responsible for changing the air conditioning filters at least once every three (3) months after taking occupancy. Resident shall be liable for any repair or service charge in of damaged due to non-use or dirty filters along with any consequential damage.
8. Not use any open flames or keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without the Landlord's written consent.
9. To control all odors and not allow any odor to spread into common areas or neighboring units. If necessary, Resident will be responsible for any remediation to the Premises to remove any odors.
10. Not create any environmental hazards on or about the Premises.

11. Not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, Resident may hang pictures and install window treatments in the Premises without Landlord's consent, provided Resident removes all such items before the end of the Lease Term and repairs all damage associated with same.
12. Ensure all fire, smoke detectors, carbon monoxide detectors and similar safety devices are operational, to periodically replace any batteries as necessary to ensure operation of safety devices and to immediately notify Landlord's agent if any safety devices are in need of repair.
13. Refrain from using any flotation bedding system in a dwelling unit unless Resident has written approval from Landlord and maintains flotation insurance in the Resident's name as is standard in the industry in an amount deemed reasonable to protect the Resident and the Landlord against personal injury and property damage to the dwelling units. The insurance must include a loss payable clause in the policy for the benefit of the Landlord.
14. If the leased Premises contain a fireplace, and the Resident makes use of the fireplace (even once) Resident shall pay the cost to sweep the chimney once each lease period.
15. Replace all light bulbs with similar and matching lights of appropriate wattage and ensure adequate lighting.
16. Maintain possession of entry keys, remotes, mailbox keys, and similar devices. No duplicate keys are to be made without the Landlord's authorization. Resident may not change door locks, add or remove any interior or exterior door locks without the prior written consent of Landlord. In the event said locks or keys are changed, Resident will provide Landlord with a duplicate key to the Premises within 72 hours. However, Resident may add additional removable window and/or sliding glass door locks that do not mar the surface of the windows or sliding glass doors.

Obligations of Landlord

Landlord is prohibited from directly or indirectly causing the termination or interruption of a Resident's utility service, regardless of whether the utility service is under the control of, or payment is made by, the Landlord. This includes, but is not limited to, water, heat, gas, light, electricity, elevator, garbage collection, or refrigeration, regardless of whether the utility service is under the control of, or payment is made by, Landlord.

Landlord shall not remove the Resident's personal property from the dwelling unit unless it is after surrender, abandonment, or a lawful eviction.

Landlord shall not, by any means, prevent Resident from gaining reasonable access to the dwelling unit. This includes, but is not limited to, changing the locks or using any bootlock or similar device. Landlord is not allowed to remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement.

At all times during the tenancy, the Landlord shall:

1. Comply with the requirements of all applicable building, housing, and health codes.
2. If no building, housing, or health codes are applicable, maintain in good repair all roofs, windows, doors, foundations, screens, floors, steps, porches, exterior walls, and other structural components, and assure that these structural components are capable of resisting normal forces and loads.
3. Maintain plumbing in reasonable working condition.
4. Provide adequate fire protection for Premises.
5. Make reasonable provisions during the tenancy for extermination of wood-destroying organisms. If it is necessary to vacate the Premises during the extermination process, the Landlord shall not be liable for damages but shall abate the Rent during the period that the Premises are vacated, and shall give the Resident seven (7) days written notice of the need to vacate the Premises. If however, any infestation is caused due to Resident's habits or behavior, Resident will be responsible for all extermination costs.
6. Make provisions for locks and keys, clean and safe common areas, garbage removal and outside receptacles, functioning facilities for heat during winter, running water, and hot water.

Waste and Nuisance

Resident agrees that Resident will not commit waste on the Premises, will not maintain or permit to be maintained a nuisance on the Premises, nor will use the Premises, or permit their use, in an unlawful manner.

Delay in Delivery of Possession

If the Landlord is unable to give possession of the Premises on the date of the commencement of the term because the occupant refuses to give up possession or for any other reason, Landlord will not be liable for failure to deliver possession on said date but the Rent payable hereunder will be abated until Landlord tenders possession to Resident. The termination date of this Lease will not be extended.

Condition of Premises

By acceptance of occupancy, Resident acknowledges that the Premises are in good, clean and tenantable condition.

Check-In and Check-Out Procedures

Immediately preceding Resident taking possession of the Premises Resident and Landlord or Landlord's agent will conduct a joint inspection of the Premises and will note any conditions which are unacceptable to Resident and which Landlord agrees to correct, repair or otherwise remedy, and any other conditions observed, whether or not Landlord agrees to repair or remedy same. Landlord will also offer Resident the opportunity to jointly inspect the Premises upon Resident surrendering possession thereof at the termination of this lease and will note the condition of the Premises, including all appliances and fixtures therein, and any damage done thereto which is deemed by the Landlord to have arisen during the Resident's occupancy of the Premises. Resident will surrender possession of the Premises in a clean and sanitary condition. It is understood and agreed that Resident's failure to follow the prescribed checkout procedures and return all keys to landlord may result in the partial or full forfeiture of the security deposit hereunder, but in no event shall such forfeiture be constructed as liquidated damages.

Requirements of Law

Resident shall comply with all laws, orders, and regulations of federal, state, county, and municipal authorities that impose any duty on Landlord or Resident with respect to the Premises or the use or occupation of them. Resident shall not do, or permit to be done, any act or thing on the Premises that shall or might subject the Landlord to any liability or responsibility for injury to any person or persons or to any property by reason of any operation occurring on the Premises. Resident shall reimburse Landlord, as additional Rent, for all expenses incurred as a result of Resident, or Resident's family, employees, agents, licensees, or visitors, who violate the covenants and agreements of this Lease.

Waivers

A waiver by Landlord of a breach of any covenant or duty of Resident under this Lease is not a waiver of a breach of any other covenant or duty of Resident, or of any subsequent breach of the same covenant or duty.

End of Term

On expiration or other termination of the term of this Lease, Resident shall immediately quit and surrender the Premises to Landlord in as good condition as they were at the commencement of this Lease, ordinary wear excepted, and Resident shall remove all of their property. Resident will provide Landlord's agent with a forwarding address and surrender all keys, remotes, openers and the like.

Default

Notwithstanding any provisions to the contrary contained in this Lease, the Landlord may deliver a written three-day notice of cancellation of this Lease to Resident, if any of the following conditions are applicable:

1. The Resident defaults in the payment of Rent or additional Rent when due.
2. The Resident defaults in the fulfillment of any of the covenants of this Lease and the default continues for seven days after written notice from Landlord to Resident. If the default is such that it cannot be completely cured or remedied within ten days, the default provisions are applicable if the Resident has not diligently commenced curing the default within the ten day period.

3. The Resident is adjudicated bankrupt, insolvent, or placed in receivership or proceedings are instituted against the Resident for bankruptcy, insolvency, receivership, agreement or composition, or assignment for the benefit of creditors.

On the expiration of the three-day notice period, this Lease shall expire as fully and completely as if the expiration of the three-day period were the day fixed for the end of this Lease, and the Resident shall quit and surrender the Premises to the Landlord.

Risk of Loss

Resident is strongly encouraged to obtain their own insurance in adequate amounts to provide coverage for themselves, their property and their guests. Resident acknowledges that Landlord will not provide security at the Premises. Resident is encouraged to take appropriate precautions to ensure the safety and security of themselves, their guests and invitees. Landlord shall not be liable for any loss by reason of damage, theft or otherwise to the contents, belongings and personal effects of the Resident, guests or invitees located in or about the Premises.

The Landlord shall not be liable for any accident or injury to Resident' or Resident's family, agents, employees, guests or invitees. Resident will hold Landlord harmless from any and all claims arising out of injury to property or to person including claims for subrogation claims by Resident's insurance carrier.

Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of duties and obligations under this Lease is limited to Landlord's interest in the Premises, and neither Landlord nor its partner, shareholders, officers, agents, employees, directors, attorneys or other principals will have any personal liability under this Lease.

Liens

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

Subordination

This Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

Fees and Expenses

If Resident defaults in the performance of any term or covenant under this Lease, the Landlord may immediately or at any time after the default and without notice to the Resident, perform the obligation. The Landlord's expenses or obligation for the payment of money, including attorneys' fees, in instituting, prosecuting, or defending any action or proceeding including interest and costs, are additional Rent and due and payable by Resident to Landlord within three days following the presentation of a bill or statement to Resident. If the lease term has expired at the time the Landlord makes these expenditures or incurs these obligations, the amounts are recoverable by the Landlord from the Resident as damages.

In any action to enforce the terms of this Lease, the prevailing party will be entitled to recover its costs and expenses including, but not limited to attorney's fees and expenses, incurred in connection therewith whether or not legal action is instituted.

Servicemember

If Resident is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve forces, the Resident has rights to terminate this Lease as provided in Section 83.682, Florida Statutes.

Interruption of Service

Interruption or failure of any service in the building, if due to causes beyond Landlord's control, shall not entitle Resident to any claim against Landlord or to any reduction in Rent, and shall not constitute eviction unless Landlord shall fail to take measures as may be reasonable in the circumstances to restore the service without undue delay.

Destruction of Premises and Eminent Domain

In the event the leased Premises are destroyed or rendered untenable by fire, storm, hurricane, or other casualty not caused by the negligence of Resident, or if the Premises are taken by eminent domain, this Lease shall be at an end from that time, except for the purpose of enforcing rights that may have already accrued under this Lease. The rental shall then be accounted for between Landlord and Resident up to the time of the injury, destruction, or taking of the Premises, with Resident paying up to that date and Landlord refunding the Rent collected beyond that date.

If the Premises are partially damaged or destroyed by fire or other casualty not attributed to the negligence or carelessness of Resident or Resident's guest or invitees, the Premises will be promptly restored and repaired by Landlord and any Rent for the period that the Premises are untenable will abate, unless Landlord provides Resident with suitable alternative living space, in which event the Rent due hereunder will not abate. If, however, the Premises are substantially destroyed, then this Lease may be terminated by either Landlord or Resident, in which event the Rent due hereunder will cease to accrue as of the date of such damage or destruction.

Notwithstanding the foregoing, it is expressly understood and agreed that Resident will not be excused from paying Rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guests or invitees of Resident, and Resident will be charged for the cost of any repairs or cleanup attributable to Resident's carelessness or negligence. In the event of fire or other casualty, the Resident will immediately notify Landlord.

Abandonment

If at any time during the term of this Lease, Resident abandons the Premises, Landlord may reenter the Premises, by any means, without being liable for any prosecution, and without becoming liable to Resident for damages or for any payment of any kind whatever. The Landlord may, as agent for Resident, relet the Premises for the whole or any part of the then expired term, and may receive and collect all Rent payable by virtue of the reletting. The Landlord may hold Resident liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net Rent for the period realized by Landlord by means of the reletting.

If the Resident surrenders or abandons the Premises, the Landlord shall not be liable or responsible for storing or disposing of any of the Resident's personal property remaining on the Premises.

In the absence of actual knowledge of abandonment, the Landlord may presume that the Resident has abandoned the Premises if Resident is absent from the Premises for a period of fifteen (15) days unless the Rent is current or the Resident has notified the Landlord in writing of an intended absence.

Criminal Activity

Resident, any member of the Resident's household, or a guest, invitee or other person under the Resident's control shall not engage in any criminal activity, including drug-related criminal activity, on, near or within sight of the rental Premises. This specifically includes, but is not limited to: prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the Premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the Premises, the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia, or any other breach of the Lease agreement that otherwise jeopardizes the safety or welfare or any persons.

Resident, any member of the Resident's household, or a guest, invitee or other person under the Resident's control will not permit the dwelling unit, inside or out, to be used for, or to facilitate criminal activity, including drug-related criminal activity. Resident or member of the Resident's household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the Premises or otherwise.

A single violation of this section shall be a material violation of the rental agreement and good cause for termination of tenancy without the opportunity to cure. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence. Furthermore, Resident is responsible for all activities of any member of the Resident's household, a guest, invitee or other person under the Resident's control happening on, near, or within sight of the rental Premises, Resident's direct knowledge and/or involvement is not required.

Use Of Goods And Chattels

Resident covenants that Resident will carefully and economically use the appliances contained in the house and further covenants that Resident will not transfer the use or possession of the appliances to any other person, without the written consent of Landlord. Resident will repair all injury and pay all damages that may happen or accrue to the appliances during the term of this Lease that is a result of Resident's misuse or negligence.

Quiet Enjoyment

Landlord covenants and agrees with Resident that, on Resident paying the Rent and any additional Rent and performing all the terms, covenants, and conditions that Resident is required to observe and perform under this Lease, Resident may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

Vehicles And Parking

Resident may not utilize the Garage as it is for the exclusive use of the Landlord. The driveway will be shared parking for the Resident and Landlord. Resident and their guests or invitees may park only on the right side only of the driveway. The left side of the driveway is reserved for the exclusive use of the Landlord. Additional street parking, as allowed by local laws/ordinances, is available for the use of either Landlord or Resident. There shall be no parking on the grass.

Resident shall not keep or permit to be kept on the leased Premises any junk or inoperable vehicle, any vehicle on which current registration plates are not displayed, trailer, camper, camp truck, house trailer, boat or the like, nor shall there be any repair or extraordinary maintenance of automobiles or other vehicles on the Premises. Landlord may remove, at Residents' expense, any disabled or inoperable vehicles from the Premises.

Mold

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

Resident agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Landlord recommends that air conditioning be used at all times if unit has air conditioning. Resident further agrees to keep the Premises clean, dry and use reasonable precautions to prevent the accumulation and spread of mold. Resident is required to immediately report to landlord, in writing any visible or suspected mold, musty odors, a/c or heating problems or spillage, leaky plumbing fixtures, discoloration or the presence of excess moisture.

If a small occurrence of mold or mildew has occurred and is not due to an ongoing leak or moisture problem, Resident agrees to clean the areas with an appropriate soap or detergent and contact the Landlord if additional assistance is required. Resident can be held responsible for property damage to the dwelling and any health problems that may result from their failure to take reasonable measures to prevent the occurrence and spread of mold or mildew or 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. 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.

Landlord reserves the right to terminate the tenancy and Resident agrees to vacate the Premises in the event Landlord, in its sole judgment, feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inactions are causing a condition which is conducive to mold growth.

Landlord's Reliance on Information Supplied

The Landlord has received and reviewed a rental application and other information supplied by the Resident, Occupants and Guarantors under this Lease, and Landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this Lease with Resident. Resident re-affirms that the statements made on the applications and all documents provided to the Landlord are true and correct to the best of the Resident's information and belief. If the Landlord determines any Resident, Occupant, or Guarantor has made a material misrepresentation Landlord has the right to terminate this Lease and may elect to keep Resident's security deposit and any advance Rent collected as liquidated damages.

Radon Gas

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

Lead-Based Paint

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Attorney Representation

This lease was prepared by the law firm of Salter Feiber, P.A. on behalf of the Landlord. Salter Feiber, P.A. provides no representation to the Resident. If Resident has any concerns regarding this document they are encouraged to seek the benefit of their own counsel.

Miscellaneous

1. Time is of the essence in the performance of each party's obligations under this lease.
2. This lease shall be binding upon the benefit of the heirs, personal representatives, successors and permitted assignees of the Landlord and Resident, subject to the requirement specifically mentioned in this lease.

3. No oral agreements have been made, this lease constitutes the entire agreement between the parties, and may not be modified, unless in writing and executed by the parties.
Resident agrees that all agreements relating to lease are to be in writing and there are no verbal agreements.
4. Whenever used, the singular number shall include the plural or the singular and the use of any gender shall include all appropriate genders.
5. A copy of this lease, including electronic copies, shall be valid as the original and fully enforceable.
6. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
7. No agreements to accept or surrender the Premises from Resident will be valid unless in writing and signed by the Landlord.
8. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the Resident shall be determined pursuant to the laws of Florida.
9. The place for filing any suits or proceedings with respect to this lease shall be in Alachua, County Florida.
10. Landlord and Resident will use good faith in performing their obligations under the lease.

By signing this rental agreement the resident agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining resident, as provided by chapter 83, florida statutes, the landlord shall not be liable or responsible for storage or disposition of the resident's personal property. Resident warrants that no one other than the resident will be authorized to store personal property on the premises.

Acknowledgements (Resident(s) to initial next to each)

_____ Resident has received a copy of this lease agreement
 _____ Resident has received a copy of the Exhibit A
 _____ Resident has received a copy of the Security Deposit and Advance Rent Disclosure
 _____ Resident has received a copy of the Animal Addendum (if applicable)
 _____ Resident has received copies of the neighborhood/association rules/regulations/
 restrictions (if applicable)
 _____ Resident has received copies of the Lead-Based Paint Disclosure (if applicable)

In witness whereof, the parties have executed this Lease on the ____ day of _____, 20 ____.

Resident

Signed, sealed and delivered in our presence as witnesses:

Printed: _____

Witness as to Resident

Printed: _____

Resident

Printed: _____

Witness as to Resident

Resident

Signed, sealed and delivered in our presence as witnesses:

Printed: _____

Witness as to Resident

Printed: _____

Resident

Printed: _____

Witness as to Resident

Resident

Signed, sealed and delivered in our presence as witnesses:

Printed: _____

Witness as to Resident

Printed: _____

Resident

Printed: _____

Witness as to Resident

Landlord

Signed, sealed and delivered in our presence as witnesses:

Printed: _____

Witness as to Landlord

Printed: _____

Landlord

Printed: _____

Witness as to Landlord

Landlord

Signed, sealed and delivered in our presence as witnesses:

Printed: _____

Witness as to Landlord

Printed: _____

Landlord

Printed: _____

Witness as to Landlord

Exhibit A

(All Square Footage is Approximate)

Unit 1 – Rental Premises - 3bd/2ba - 1690 sq. ft.

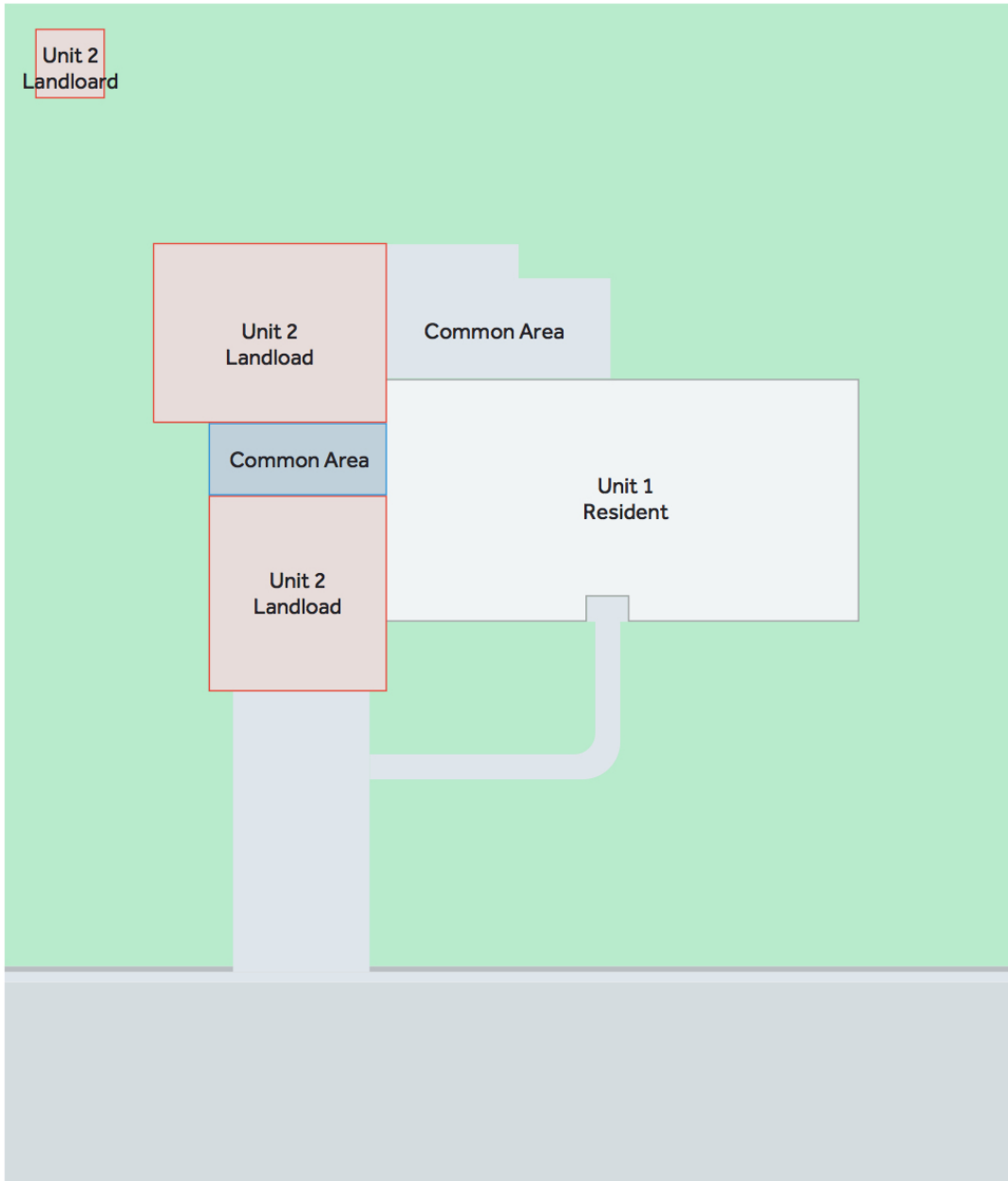
1. Kitchen & Living Room - 405 sq. ft.
2. Dining/Entertainment Room - 595 sq. ft.
3. Entryway and hallway- 90 sq. ft.
4. Bedroom #1 - 140 sq. ft.
5. Bedroom #2 - 148 sq. ft.
6. Guest Bath - 50 sq. ft.
7. Master Bedroom/Bedroom #3 - 210 sq. ft.
8. Master Bath - approx. 52 sq. ft.

Shared/Common Spaces

1. Common room/laundry room - 180 sq. ft.
 - 1.1. Both units have a locked door that leads to the common room/laundry room
2. Back patio
 - 2.1. A divider separates the two units' portion of the patio. Each unit has a sliding glass door for access. Each unit's portion of the patio consists of approximately 132 sq. ft.
3. Driveway - Resident may park on the right side of the driveway. Landlord may park on the left side. Additional street parking is available.

Unit 2 – Owner's Suite - 1 bd/1b - 456 sq. ft. excluding shed – Resident has no access or use

1. Kitchen & living room - 256 sq. ft.
2. Bedroom - 156 sq. ft.
3. Bathroom - 53 sq. ft.
4. Garage - 400 sq. ft.
5. Shed (located behind Unit 2) - approx. 64 sq. ft.



Security Deposit and Advance Rent Disclosure

Your security deposit, along with any advance Rent, is being held by the landlord in a non-interest bearing account at _____ (name of banking institution) located at _____ (address).

Pursuant to Pursuant to Florida Statute §83.49

Your lease requires payment of certain deposits. The landlord may transfer advance rents to the landlord's account as they are due and without notice. When you move out, you must give the landlord your new address so that the landlord can send you notices regarding your deposit. The landlord must mail you notice, within 30 days after you move out, of the landlord's intent to impose a claim against the deposit. If you do not reply to the landlord stating your objection to the claim within 15 days after receipt of the landlord's notice, the landlord will collect the claim and must mail you the remaining deposit, if any.

If the landlord fails to timely mail you notice, the landlord must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the landlord may collect from the deposit, but you may later file a lawsuit claiming a refund.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.

This disclosure is basic. Please refer to part ii of chapter 83, florida statutes, to determine your legal rights and obligations.

Resident

Printed: _____
Resident

Printed: _____
Resident

Printed: _____
Resident

Landlord

Christopher Kennedy

Sara Kennedy

Animal Addendum

This agreement is made a part of the Residential Lease Agreement dated _____, by and between _____, _____, _____ (“Resident”) and Christopher and Sara Kennedy (“Landlord”), for the Property located at 211 NW 28th Terrace Gainesville, Florida 32607.

Resident desires to keep a certain animal described below on the Property and the Residential Lease Agreement specifically prohibits allowing animals on the Property. The Residential Lease Agreement is hereby amended by this Addendum to grant such authorization to the Resident. The parties acknowledge that authorization must be individually obtained for each animal and does not carry over from one animal to another. Separate Addendums must be completed and approved obtained for each animal. If a animal has previously been authorized to be on the premises, Landlord reserves the right to revoke authorization upon reasonable notice to Resident upon which case the animal must be removed. In exchange for authorization to keep the below described animal on the premises, the Resident agrees as follows:

Animal Fees and Deposits

Upon execution of this Addendum, the Resident will pay the Landlord a non-refundable animal fee in the amount of \$ _____.

On or before the date the animal moves into the property, Resident will pay the Landlord an additional security deposit of \$ _____. This deposit in addition to the security deposit referenced in the Lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the lease terms.

Animal Rules

Resident agrees as follows:

1. To comply with all applicable laws, ordinances, restrictions, association rules and other enforceable regulations regarding any animal;
2. To keep the animal from causing any annoyance or discomfort to others and immediately remedy any complaints concerning the animal;
3. To ensure the animal does not create any conflict or disturbance and does not threaten physical harm to anyone;
4. To keep all animals immunized and licensed in accordance applicable laws and ordinances and to provide proof of compliance to Landlord upon request;

5. To confine or otherwise properly restrain any animal that is a dog or cat, when outside, by fences or on leashes under Resident's control and to confine any animal other than a dog or cat in appropriate cages at all times;
6. To keep the animal under control at all times;
7. To promptly remove any animal waste from the Property, including all living and common areas;
8. To ensure all pets are housebroken and to immediately clean, sanitize and deodorize animal stains.
9. To keep the animal from damaging any property belonging to the Landlord or others;
10. To repair and pay for damages and costs associated with Premises back to the level of a animal fee status upon move-out, including removal of any animal dander and odor, which may include but not be limited to carpet & pad replacement, steam cleaning of the slab or sub-floor, cleaning of the air duct system, flea control treatments, repair of any damage to premises or common areas, etc.
11. To immediately pay for any injury, damage, loss, or expense caused by the animal. In this regard, it is expressly understood that at no time shall the Resident apply any part of the Security Deposit towards such amounts due, but rather; the Resident shall make restitution immediately and separately from the Security Deposit. It is further understood that such restitution shall be made over and above any rent or deposit paid in accordance with this animal addendum;
12. To hold the Landlord harmless from all liability arising from the Resident's ownership or keeping of the animal, including but not limited to any liability resulting from the Landlord turning said animal over to local animal policing authorities should the animal be found unsupervised;
13. To control flea infestation and to immediately exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by Resident;
14. To attend to animal's food and water such that it does not create a hazard or attract other animals.

Access

Resident must remove or confine any animal at any time that animal is likely to limit or prohibit Landlord or other persons access to Premises as permitted by the lease.

Identification of Animal

The permission granted in this Animal Addendum shall be limited to a certain animal described as follows: **Please attach a recent photo of the animal.*

Name _____
Type of Animal _____ Breed _____ Color _____ Sex _____
Full-grown Weight _____ Full-grown Height _____ Age _____
Spayed or Neutered () Yes () No. Declawed () Yes () No.

Disclosures Concerning Animal

Is the Resident aware of whether the animal described under this addendum has ever bitten or injured another person or animal? () Yes () No.

Explain _____

Is the Resident aware of whether the animal described under this addendum has any propensity or predisposition toward aggression or to bite or injure any person or animal? () Yes () No.

Explain _____

Should the Resident fail to comply with any part of this Animal Agreement, the Landlord reserves the right to revoke permission to keep the animal. In such event, the Resident agrees to permanently remove the animal from the Property within 48 hours of receiving written notice thereof from the Landlord; failure to comply shall be grounds for immediate termination of the Residential Lease Agreement. Resident agrees that Landlord will not be responsible for the injury, harm, or death of the animal, and agrees to hold Landlord harmless for any damages suffered as a result of any harm caused to the animal or by the animal upon another person, guest or employee. Resident shall be responsible for the entire amount of all damages caused by the animal as well as the entire amount of any injury to individuals or property. Resident is encouraged to obtain an Animal Liability Policy that can be added as a rider to most renter insurance policies.

I accept financial responsibility for the entire amount of any damages or injury to persons or property that may occur because of my animal. I understand that violations of any of these rules may be grounds for removal of my animal and/or termination of my tenancy;

This agreement is made on this _____ day of, _____ 20____

Resident(s) _____ Landlords _____

Resident

Printed: _____

Resident

Printed: _____

Resident

Printed: _____

Resident

Landlord

Christopher Kennedy

Sara Kennedy

General, Unconditional and Continuing Guaranty

The undersigned, as _____ [relation] of Resident, in order to induce Christopher and Sara Kennedy ("Landlord") to lease a property to _____ ("Resident") hereby guarantees to said Landlord the performance of the above named Resident and all their duties and obligations under such initial lease and/or any subsequent leases and the prompt and unconditional payment of each and every obligation of Resident under same including damages, expenses, Court Costs and Attorney's Fees incurred under the terms of any such lease.

The undersigned Guarantor consents that the obligation of Resident for the liabilities hereby guaranteed may be renewed, extended, modified or released, or surrendered, all without notice and all without affecting the obligations of the undersigned Guarantor, including all leases executed by Resident. This Guaranty shall be construed as a general, absolute, and unconditional Guaranty of payment and shall continue after the terms of said lease or leases until all obligations and payments of Resident are fully satisfied. Landlord may enforce this Guaranty without being obligated to resort first to any security or any other remedy against Resident and Guarantor hereby waives any notice of default and/or any right to cure same and there shall be no presentment or dishonor hereunder.

This Guaranty is general and shall inure to, and may be relied upon and enforced by, any successor or assign of Landlord. The obligations of Guarantor shall be binding upon Guarantor and their successors and assigns. This Guaranty shall be governed by the laws of the State of Florida and the parties specifically agree that any legal action brought under this Guaranty or any underlying lease, whether by Landlord/Resident or Guarantor shall be brought only in Alachua County, Florida and the parties waive the right to jury trial in any such action.

Guarantor represents and warrants that the following information is true and correct, and authorizes the verification of same by reasonable means such as a Credit Bureau Check. Alteration or Revocation of this Guaranty is not permitted.

Guarantor Name _____
Physical Address _____
Social Security # _____ Date Of Birth _____
Email _____
Phone _____ Alternate Phone _____

Read, Agreed and Accepted

Guarantor

Date

State of _____

County of _____

The foregoing instrument was sworn to, subscribed and acknowledged this _____ day of _____, 20____, by _____, who is () personally known to me or () produced _____ as identification.

Notary