

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 26th day of July, 2018

BETWEEN:

Jenna Latona
(the "Landlord")

- AND -

Tristan Beasley-Painter and Deborah Danielle Smith
(the "Tenants")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenants and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenants the condo, municipally described as #106, 8516 Island Breeze Lane, Temple Terrace, Florida 33637 (the "Property"), for use as residential premises.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. A maximum of two (2) pets or animals are allowed to be kept in or about the Property. If, at the sole discretion of the Landlord, this privilege is abused, or if the pets damage the Property, or if the pets cause problems or interfere with the use and enjoyment of the Property for the other tenants, the Landlord may revoke this privilege upon thirty (30) days notice.
4. Subject to the provisions of this Lease, the Tenants are entitled to the exclusive use of the following parking on or about the Property: Garage E.
5. The Tenants and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
6. The Landlord agrees to supply, and the Tenants agree to use and maintain in reasonable condition, normal wear and tear excepted, the following furnishings: Stainless Steel Appliances (Dish Washer, Stove, Microwave, & Refrigerator), Washer & Dryer, Panasonic SA-HT940 5-Disc CD/DVD Player and surround sound, consisting of 1 subwoofer, 1 center, 2 front, 2 rear speakers, and a remote control.

7. Tenants to be provided with two (2) sets of each key to the front door of Unit # 106, Mailbox # 73, Garage E, as well as one remote to Garage E, and two property gate key fobs. At no point are the Tenants to make duplicates of any key, remote, or card without *explicit* consent of the Landlord. These items belong to the Landlord and are to be returned at the end of the Lease. Lost or damaged keys, remotes, or cards are the responsibility of the Tenants.

Term

8. The term of the Lease commences at 12:00 noon on August 1st, 2018 and ends at 12:00 noon on July 31st, 2019. The Tenants may wish to extend this lease on a month-to-month basis, so long as the Tenants offer the Landlord 60 days' notice prior to anticipated move out date.
9. Notwithstanding that the term of this Lease commences on August 1st, 2018, the Tenants are entitled to possession of the Property and Garage E at 12:00 pm on August 1st, 2018.
10. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Florida (the "Act").

Rent

11. Subject to the provisions of this Lease and a \$1,250 security deposit, the rent for the Property including Garage E is \$1,250 per month (the "Rent"). The aforementioned security deposit will be returned to the Tenants at the end of the lease, upon move-out, provided that no damage was done to the unit or the garage and that the Utilities and Other Charges as listed below are paid through the end of tenancy. (See 'Care and Use of Property' #35 below regarding return of security deposit).
12. The Tenants will pay the Rent on or before the First of each and every month of the term of this Lease to the Landlord via direct Bank Transfer, PayPal, CashApp, VenMo, Zelle, TransferWise, or at such other place as the Landlord may later designate.
13. The Tenants will be charged an additional amount of \$25.00 per infraction, for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.

Quiet Enjoyment

14. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenants will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

15. The Parties will complete, sign, and date an inspection report at the beginning and at the end of this tenancy. Please see the separate 'Move In/Out Checklist'.

Renewal of Lease

16. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenants may renew this Lease for an additional term with the approval of the Landlord. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, &/or the renewal clause, there will be no extension of the Lease.

Tenant Improvements

17. The Tenants may NOT make improvements to the Property *or* Garage E.

Utilities and Other Charges

18. The Tenants are responsible for the payment of all utilities in relation to the Property.
 - a Water is provided at a flat rate per unit size through The Falls at New Tampa. While this is a way to share the cost with all units, you agree to use water respectfully.
 - b Valet Trash Service is provided at a flat rate per unit through The Falls at New Tampa. Please note that this service is not optional. Trash is to be placed in the provided black Valet Trash bin that belongs to the unit. Only that which fits *inside* the bin will be picked up. Anything outside of the bin may incur a notice to the Tenants &/or a fee. The bin is to be placed outside of the door during designated times, only. Presently, these times are 7:00 to 9:00 am with pickup occurring between 9:00 and 11:00 am Sunday through Thursday, excluding Fridays, Saturdays, and certain Holidays. The bin must be promptly brought back into the unit. Bins in the breezeway outside of these hours/days are subject to notice to the Tenants &/or a fee.
 - c Tampa Electric Company (TECO) will be paid via auto pay with the Tenant's valid checking or saving's bank account information on file in the name of the Tenant. Should any changes be made to the account or payment method, the Landlord will be notified with ample time to make the necessary arrangements. Any fees associated will be the responsibility of the Tenant.

Insurance

19. The Tenants are hereby advised and understand that the personal property of the Tenants is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

20. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

21. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

Severability

22. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
23. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

24. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

25. The Tenants will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property, including Garage E. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

26. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

27. The Tenants will, at their sole expense, keep and maintain the Property, Garage E, and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease, including changing the AC air filter and refrigerator water filter on a regular basis.

28. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

Care and Use of Property

29. The Tenants will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property, including Garage E, or to any furnishings supplied by the Landlord.
30. The Tenants will not engage in any illegal trade or activity on or about the Property or Garage E.
31. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
32. The Parties will use reasonable efforts to maintain the Property and Garage E in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenants will promptly notify the Landlord, in writing, of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenants. The Landlord will promptly respond to any such written notices from the Tenants.
33. If the Tenants are absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenants will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address, and phone number of the person doing the inspections.
34. At the expiration of the term of this Lease, the Tenants will quit and surrender the Property and Garage E in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted. Patch, repair, and paint of minor holes is expected. The Property and Garage E should be thoroughly cleaned and left move-in ready for the next Tenant(s).
35. Upon the vacating of the premises for termination of this 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 Tenants 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. If the Landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.
36. This Lease serves as written notice that the security deposit, in its entirety, will be held in a separate, interest-bearing savings account at the Landlord's financial institution, which at present is Bank of America, as required by Florida Statute 83.49.

Hazardous Materials

37. The Tenants will not keep or have on the Property or Garage E any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

38. The Tenants will obey all rules and regulations of the Landlord regarding the Property and Garage E.

Lead Warning

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

Address for Notice

40. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:
- a. Name: Tristan Beasley-Painter
 - b. Phone: (904) 703-9667
 - c. Post-termination Notice Address: 1168 Denaud Street, Jacksonville, FL, 32205, USA
 - d. Name: Deborah Danielle Smith
 - e. Phone: (407) 508-0443
 - f. Post-termination Notice Address: 326 Ohio Avenue, St. Cloud, FL, 34769, USA
41. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- g. Name: Jenna Latona
 - h. Address: P.O. Box 825 Dahlonaga, GA, 30533, USA
- The contact information for the Landlord is:
- i. Phone: (813) 368-4148
 - j. Email address: JennaLatona@gmail.com

General Provisions

42. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
43. Any waiver by the Landlord of any failure by the Tenants to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
44. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
45. All sums payable by the Tenants to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
46. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.
47. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
48. The Tenants will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
49. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
50. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
51. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
52. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.
53. The Tenants will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenants or by any person for whom the Tenants are responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenants or other person for whom the Tenants are responsible. Such indemnification in respect of

any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

54. The Tenants agree that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenants or by any person for whom the Tenants are responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenants or to any other person for whom the Tenants are responsible.
55. The Tenants are responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenants, either express or implied, whether for the purposes of visiting the Tenants, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenants are responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
56. During the last 60 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property. Provided a 48-hour notice is given to the Tenants, the Landlord or the Landlord's agents will have access to show the Property &/or make any repairs needed to the Property.
57. Time is of the essence in this Lease.

IN WITNESS WHEREOF Tenants Tristan Beasley-Painter and Deborah Danielle Smith, as well as Landlord Jenna Latona / Representative have duly affixed their signatures on this 26th day of July, 2018.

Tristan Beasley-Painter

Deborah Danielle Smith

Jenna Latona / Representative

The Tenants acknowledge receiving a duplicate copy of this Lease signed by the Tenants and the Landlord or Representative on the 26th day of July, 2018.

Tenant (Print Name)

Tenant (Sign Name)

Date