

RESIDENTIAL LEASE FOR CONDOMINIUM

THIS AGREEMENT OF LEASE is made on this 1st day of April 2025, between Dongal Investments LLC. Managed by GALIT MAZOR ("Landlord"), having an office, or residing at 5555 SW 61ST AVE, Florida 33314 (305 788-1809) and Ruberto Anthony Rito, JR ("Tenants"), having an office or residing at 6101 Palm trace dr. apt 310 Davie FL 33314

1. **PREMISES AND TERM:** Landlord leases to Tenant the dwelling known as 4473 SW 51st St. #N Dania Beach Florida 33314, (hereinafter referred to as the "Premises") for the term of twelve (12) months commencing on the 10th day of April 1st, 2025, and ending on the 31ST day of March 2026.
2. **RENT:** Tenant agrees to pay Landlord (at the address of Landlord), rent of \$ 2,500 Dollars per month due and payable monthly in advance on the 1st day of each month thereafter during the term of this agreement. Rent must be received by 5:00 PM. If the rent is not received by 9:00 AM on the following day, then a Three (3) notice will be posted, and late collection charges will apply until rent is paid in full including all late/collection charges will apply. Any fees not paid will immediately be deducted from the security deposit and will be considered a breach of contract. Monthly rent payments may be made by check until the first check is dishonored and returned unpaid. In this event all future payments will be cash or money order. The tenant agrees to pay an additional rent the sum equal to thirty-five dollars (\$35) for each occurrence of returned checks. This amount shall be in addition to all late fees. Time is of the essence and no excuses will be accepted. Rent shall be made payable to DONGAL INVESTMENTS, LLC and hand delivered to Landlord at 5555 SW 61ST ave Davie, Florida 33314. All tenants will contribute equally to the payment of the rent and only one payment will be accepted. If any tenant withdraws from the lease, for any reason, the remaining tenants will be responsible for making up the difference in rent.
3. **RENTAL COLLECTION CHARGE:** Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this agreement, the exact amount of which will be difficult to ascertain. In the event rent is not received prior to 5:00 PM on Thursday, regardless of cause including dishonored checks, Tenant agrees to pay a late/collection charge to Landlord equal to Fifty dollars or five (5%) of the amount due, whichever is greater for each day rent is late. Neither ill health, loss of job, financial emergency or other excuses will be accepted for late payment.
4. **OCCUPANCY:** The premises shall be occupied for residential purposes ONLY by the approved Tenant/s as Tenant agrees to use the premises only as residence for self, and those people identified below:
none.
The Premises may not be used for illegal immoral or improper purposes and occupancy is restricted to the persons listed above. **By no means** may Tenant allow any additional persons to occupy premises without written permission from the Landlord and if such permission is granted it will be limited to 7 nights per month. The tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.
5. **DELAY IN DELIVERY OR POSSESSION:** If 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 shall not be liable for failure to deliver possession on said date, but the rent payable hereunder shall be abated until Landlord tender's possession to Tenant. The termination date of the Lease shall not be extended.

6. **SECURITY:** The Tenant has delivered to Landlord the sum of \$1,000 prior to the execution of this Lease as a Security Deposit for the full and faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, after Tenant has vacated the Premises and upon the full performance of the provisions of the Lease. Security Deposit is to guarantee the return of the Premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear accepted. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value because of the Tenant's action, mistake, or inaction during the term of occupancy and the TENANT may NOT USE THE SECURITY DEPOSIT AS RENT. Landlord shall not be obliged to but may apply such deposit or any portion thereof to the curing of any default or toward any remedies which the Landlord may have on account thereof for damages caused by Tenant, its agents invitees, or guests, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the security deposit so the same will be restored to its original account. Should the Tenant be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Tenant, hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss. Landlord shall return the security deposit to tenant no longer than 15 days after tenant vacated the premises, less any fees and costs necessary to cure any defects as set forth herein, if any. Said defects shall include but are not limited to, cleaning of premises, repairs for damage caused by tenants, invitees, agents and guests to premises, utility bills etc.
7. **LAST MONTH'S RENT:** was not paid.
8. **Tenants must notify, in writing, 30 days in advance that they are not renewing their lease.**
9. **ASSIGNMENT OR SUBLETTING:** Tenant agrees not assign this agreement nor to sublet the Premises or any part thereof or permit the Premises or any part thereof to be used or occupied by anyone other than the Tenant without prior written consent from the Landlord and paying the appropriate surcharge. Such consent of Landlord may be withheld arbitrarily, at Landlord's sole discretion.
10. **REPAIRS:** Tenant shall take good care of the Premises and Landlord's appliances, fixtures, and furnishings (if any) therein and shall maintain them in good order and condition, ordinary wear and tear excepted. Landlord permission is required for all repairs to appliances, electrical, plumbing, machinery, and air conditioning/heating totaling more than \$100.00. Landlord has delivered all appliances, electrical, plumbing, machinery, and air conditioning/heating in good working condition. Landlord may repair, at the expense of Tenant, all damage or injury to the Premises resulting from the misuse or negligence of Tenant, a member of Tenant's family or other person on the Premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within five (5) days of rendition of Landlord's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of Landlord due to inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Premises or any portion of the building in which the Premises are located.
11. **UTILITIES:** Rent will include water, electricity, Wi-Fi, and garbage. **The tenant will not use the water in any excessive way.**
12. **STORAGE SHED: NONE.**
13. **OBLIGATIONS OF TENANT: AT ALL TIMES DURING TENANCY, TENANT SHALL:**

 - 12.1. Legal Obligations: Tenant hereby acknowledges that they have a legal obligation to pay their rent on time every month regardless of any other debts or responsibilities they may have.

They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

12.2 Tenant shall be responsible, to the extent not covered by Landlord's insurance, for all conditions created or caused by the negligent or wrongful act or omission of Tenant, a member of his family or other person on the Premises with Tenant's consent. Tenant shall obtain standard "renter's insurance" covering Tenant's personal property and liability insurance naming Landlord as an additional loss payee.

12.3 CLEAN AND SANITARY: Good housekeeping is expected of everyone. Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better or pay a minimum of \$250 Cleaning Fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum of \$250 cleaning fee. They agree to keep the premises clean and sanitary, remove all garbage in a clean and sanitary manner and keep all plumbing fixtures clean and sanitary and in repair. They agree to maintain the freshly painted walls, woodwork, floors, furnishings, fixtures and appliances, windows, screens, doors, fences, plumbing, air conditioning, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord or its agent's instructions, especially where posted.

12.4 USE OF APPLIANCES: Use and operate in a responsible manner all electrical, plumbing, sanitary, heating, cooking, ventilating, air conditioning, and other such facilities, appliances, and equipment.

12.5 NEIGHBORS: Conduct himself or herself and require people on the Premises with Tenant's consent to conduct themselves in a proper manner that does not unreasonably disturb Tenant's neighbors or constitute a breach of the peace.

12.6 COMPLIANCE WITH LAW: Comply with all present and future laws, orders, and regulations of federal, state, county and municipal authorities which affect the use of occupation of the Premises. All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not function as a waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement. Any violations incurred because of the tenant's actions or lack of action will be the tenant's sole responsibility.

12.7 AIR CONDITIONING: Tenant shall be responsible to clean the air conditioning filters every 30 days commencing from the first day of this lease agreement.

12.8 LAWN AND GROUNDS: Landlord WILL BE RESPONSIBLE.

13. AT ALL TIMES DURING THE TENANCY, TENANT SHALL NOT:

13.1 DAMAGE: Destroy, deface, damage, or remove any part of the Premises or property therein belonging to the Landlord, or permit any person to do so.

13.2 ATTACHMENTS: Tenant shall not place upon or install any wall fixtures without the Landlord's prior written consent. All approved fixtures and coverings, if any, shall be removed prior to the expiration of the Lease, at Tenant's expense.

13.3 WASTE: Commit waste on the Premises or maintain or permit a nuisance thereon to be maintained.

13.4 UNAUTHORIZED PARKING: Park or store any vehicles, boats or trailers in areas not authorized by the Landlord or in conflict with city ordinances.

13.5 CHANGES AND ALTERATIONS: Tenant shall not make any changes, alterations, or improvements of any kind in or to the Premises without Landlord's prior written consent, including but not limited to changing locks, adding an alarm, or painting walls.

13.6 PLUMBING AND ELECTRICITY: Tenant may NOT put or pour any debris, grease, paper towels, Q-tips, tampons, newspapers, food, or any other matter in the sink drain or toilets. Tenants understand that they are on a septic system and any damage to this system caused by debris inserted by the Tenants or their guests will be considered damages caused by the Tenant. The cost of repairs for unnecessary damages will be the responsibility of the tenant. The tenant agrees to pay the ENTIRE AMOUNT on bills for all septic cleaning services resulting from clogged pipes/septic back up. Tenants may NOT overload electrical circuits.

14.

PETS.

No pets of any kind shall be kept, even temporarily in or about the Premises without the express written consent of the Landlord, and such consent, if given, shall be revocable by Landlord at any time for good cause. Any damage caused by Tenant's pets if Landlord consents to permitting same. ANY VIOLATION by Tenant of this provision shall be deemed a breach of a material provision of the Lease and Landlord may elect to terminate this Lease based upon such violation. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

Approved Pets: 2 dogs

15.

DEFAULT:

If Tenant fails to keep any of Tenant's agreements mentioned in this Lease, other than Tenant's agreement to pay rent, or if Tenant engages in objectionable conduct, or if the Premises are damaged because of negligence or misuse by Tenant, a member of his family or other person on the Premises with his consent, then in any one or more of such events, Landlord may service upon Tenant the seven (7) day notice referred to in section 83.56 (2), Florida Statutes, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within said seven (7) day period, then, at the end of said seven days, Landlord may, at Landlord's option, either:

- A. Terminate the lease by serving upon Tenant a three (3) day notice of Landlord's election to do so, and upon the expiration of said three (3) days the Lease shall terminate, and Landlord shall retake possession of the Premises for his own account, or
- B. Retake possession of the Premises for the account of Tenant, who shall remain liable to Landlord; and in either event Tenant shall give up the premises to Landlord.

16.

DESTRUCTION OF PREMISES:

16.1 If the Premises are damaged or destroyed so that the enjoyment of the Premises is substantially impaired, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment. Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of his exercise of such right at any time to terminate the term of the Lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If the Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

16.2 If the Premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the Premises, the damages shall be repaired by and at the

- expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting in any way from such damage or the repair thereof. If the Premises are partially damaged or partially destroyed because of the wrongful or negligent act of Tenant, a member of Tenant's family or other person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.
17. **FEES AND EXPENSES:** If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney's fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of a bill to Tenant concerning such costs and expenses.
18. **END OF TERM:** At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as the Premises was at the beginning of the term, ordinary wear and tear excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, either may be retained on Landlord's property or may be removed by Landlord at Tenant's expense. If Tenant has not opted to purchase the Premises or renew this Lease, as provided elsewhere herein, Landlord shall have the right to enter upon the Premises with advance notice during the last thirty (30) days of the term of this Lease for the purpose of showing same to prospective tenants or purchasers.
19. **WAIVER OF TRIAL BY JURY:** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises, other than an action for personal injury.
17. **QUIET ENJOYMENT:** Landlord agrees with Tenant that upon Tenant's paying the rent and performing all the terms, covenants, and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.
18. **LANDLORD'S RIGHT OF INSPECTIONS:** Landlord has the right to inspect the property during the tenancy with 24-hour notice as provided for by law. Inspections ensure the property is being maintained and/or to perform necessary maintenance on the property. the Landlord's right to enter the Premises shall be governed by the provisions of Section 83.58, Florida Statutes, it being understood that hurricane or severe weather warnings shall constitute an emergency under such Section and no notice is necessary.
19. **HOLDING OVER – DOUBLE RENT:** If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration of the Lease without Landlord's permission, Landlord may recover double the amount of the rent due for each day Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the Lease by fifteen (15).
20. **"AS IS":** Tenant has inspected the Premises and is familiar and satisfied with its present condition. The taking of possession of the Premises by Tenant shall be satisfactory evidence that the Premises were in good and satisfactory condition at the time such possession was taken.
21. **NO WAIVER OF LEASE TERMS:** The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises shall be valid unless in writing signed by Landlord.

22. INTERRUPTION OF SERVICE: Interruption or failure of any service required to be furnished to Tenant by Landlord, if due to causes beyond Landlord's control, shall not entitle Tenant to any allowance, abatement, or reduction of rent.
23. NO ORAL AGREEMENTS; SUCCESSOR INTERESTS: The Agreements contained in the Lease set forth the entire understanding of the parties, shall be binding upon and shall insure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.
24. FURNISHED PREMISES: The Premises are rented unfurnished. Any furnishings or equipment left on the property other than appliances include the following:
refrigerator, stove, AND WASHER/DRYER. WILL BE REMOVED AT THE EXPENSE OF THE TENANT.
25. DISCLOSURE OF LANDLORD AGENT: The Owner, Donnggal investments, LLC REPRESENTED BY GALIT MAZOR may be represented at various times by her employees or agents who will carry identification.
26. SITUS: Florida Law shall govern this Lease. Any provision set forth in this Rental Agreement which is contrary to the state Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.
27. SINGULAR; PLURAL: Whenever the content of this Lease permits, singular shall include plural, and one gender shall include both genders.
28. CITY, COUNTY OR STATE VIOLATIONS: Tenant is responsible for paying all violations fees issued against the house by the city, county, or state for non-compliance with city, county, or state laws. If the Landlord is required to appear in court, tenant shall pay an additional \$350 fee to compensate Landlord for her time. Examples of violations include leaving garbage at the curb on non-collection day.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

SIGNATURE Ruberto L. Rito

SIGNATURE _____

PRINT NAME: ROBERTO RITO
CELL #: 786 240 1624

PRINT NAME: _____
CELL # _____

NAME: DONGAL INVESTMENTS LLC. MANAGED BY GALIT MAZOR, OWNER

SIGNATURE: 

Please attach copies of drivers' license and photo of pets if applicable