

## RENTAL AGREEMENT

THIS AGREEMENT entered into on June 15, 2019, between Villas at Quantum Lakes, Inc., hereinafter referred to as MANAGEMENT, and Steven Tolbert, Elizabeth L. Thomas, and Nicholas Gustafson hereinafter referred to as RESIDENT, which parties agree to as follows:

- 1. TERMS:** MANAGEMENT does hereby rent to RESIDENT and RESIDENT rents from MANAGEMENT for residential purposes only those certain premises described as Villas at Quantum Lakes, Inc. located at 2744 Quantum Lakes Drive, Boynton Beach, FL 33426, for a period of not less than a 12 months tenancy, commencing on June 15, 2019 and ending on June 14, 2020 at midnight, at the monthly rental rate of \$1,975.00, monthly water and sewer of \$0.00, monthly trash rate of \$9.00 and pest control rate of \$1.00, refer to paragraphs 18 and 19 and Utility and Services Addendum for water/sewer/trash/pest control rates, and monthly liability insurance rate of \$10.00, refer to Insurance Addendum, for a total monthly rate of \$1,995.00.

Total Monthly Amount is payable in the Leasing Office. Rent is due in advance on the 1st day of each and every month without demand. Payments will be accepted at Quantum Lake Villas, 2700 Quantum Lakes Drive, Boynton Beach, FL 33426 during normal business hours unless otherwise agreed to. RESIDENT shall be responsible to pay together with the rental, any sales or rent taxes which are now, or may be in the future, assessed against the rental. Failure of RESIDENT to conspicuously and legibly designate the correct name of RESIDENT's, apartment, and rental period on the face of the check or other instrument, shall relieve the MANAGEMENT of any liability for failure to credit RESIDENT with payment. RESIDENT shall occupy the premises leased as a private residential dwelling only and the premises may not be used for any other purpose.

- 2. RENT CONCESSIONS:** Concessions will be credited toward RESIDENT rent as follows:

- a. \$300.00 Move In Concession applied towards the first month's rent
- b. \$0.00 Early Move In Concession

The concessions indicated above are provided to the RESIDENT as an incentive and with the understanding that RESIDENT will fulfill the obligations under the Rental Agreement through the entire lease term. If the RESIDENT fails to make timely payments, or vacate the unit before the end of the month term, then the concession listed above will be withdrawn and the amount will be due and payable to MANAGEMENT.

- 3. DELAY IN POSSESSION:** In the event RESIDENT is unable to take possession of the premises on the commencement date stated above due to construction delays, or because the premises are otherwise not physically or legally ready for occupancy, or because there is a hold-over tenant or other person improperly occupying the premises, or because of any cause beyond MANAGEMENT's control, the lease term will begin on the first day of the following month provided that possession can be delivered to the RESIDENT by that time. If possession cannot be delivered by that time either party to this lease shall have the right to cancel this lease and upon cancellation MANAGEMENT shall refund to RESIDENT all advance payments of rent, security deposits, and pet deposits. Such refund will be made by check within a reasonable time not to exceed thirty days.

- 4. SECURITY DEPOSIT:** RESIDENT agrees to pay to the MANAGEMENT at the time RESIDENT applies for the Apartment, a security deposit in the amount of \$500.00 for RESIDENT's fulfillment of the terms and conditions of this Agreement. The deposit will be returned to RESIDENT within fifteen (15) days after the Apartment is vacated if the following terms and conditions have been fulfilled:

- (a) Complete vacation of the entire premises by RESIDENT on or before the date specified in the required written 30 day notice of cancellation of RESIDENT's Lease from RESIDENT to MANAGEMENT, list of damages and defects as set out in RESIDENT's Lease.
- (b) Expiration of the term of the Lease, or termination of the Lease in accordance with the express provisions thereof.
- (c) Payment by RESIDENT of all rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease, or up to and including the final day of the 30-day notice period whichever is longer.
- (d) Thorough cleaning of the premises, including, but not limited to, all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the commencement date of the term of the Lease, normal wear and tear excepted.
- (e) An absence of defects in or damage to the premises, whether caused by RESIDENT, pets, or otherwise, unless included on the written list of damages and defects as set out in RESIDENT's Lease.
- (f) Observance and performance by RESIDENT of all of the other covenants and obligations of RESIDENT under the Lease, from the date of commencement of the Lease up to and including the date of expiration or termination of the term of this Lease, or up to and including the final day of the Lease, or up to and including the final day of the 30-day notice period, whichever is longer.
- (g) Observance and performance by RESIDENT of all rules and regulation pertaining to RESIDENT under the Lease,

including without limitation, those rules and regulations pertaining to pets.

- (h) NAME AND ADDRESS OF DEPOSITORY WHERE SECURITY IS HELD. The MANAGEMENT will hold the security deposit, under the conditions initialed herein, with the following financial institution of **US BANK N.A. (633 West Fifth Street, Los Angeles, CA 90071)**. RESIDENT acknowledges that he has been given a list of all existing damages to the Apartment, its fixtures and its betterments, has been given the right to inspect the same, and has acknowledged any damages except as previously specified in writing to MANAGEMENT. RESIDENT agrees that the Security Deposit shall NOT be returned if RESIDENT fails to occupy the premises for the term of the Lease.

RESIDENT hereby acknowledges that RESIDENT has been made aware of and has received the following described copy of Florida Statutes section 83.49(2).

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE MANAGEMENT MAY TRANSFER ADVANCE RENTS TO THE MANAGEMENT'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE MANAGEMENT YOUR NEW ADDRESS SO THAT THE MANAGEMENT CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE MANAGEMENT MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE MANAGEMENT'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE MANAGEMENT STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE MANAGEMENT'S NOTICE, THE MANAGEMENT WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE MANAGEMENT FAILS TO TIMELY MAIL YOU NOTICE, THE MANAGEMENT MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE MANAGEMENT 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.

The deposit may be applied by MANAGEMENT to satisfy all or part of RESIDENT's obligations hereunder and such application shall not prevent MANAGEMENT from claiming damages in excess of the deposit. It is hereby expressly understood that no part of the security deposit is to be construed as a prepayment of rent by RESIDENT.

5. **FAILURE TO COMPLY:** RESIDENT agrees that the RESIDENT shall be responsible to MANAGEMENT for the rent accruing hereafter even if RESIDENT fails to occupy the subject demised premises. RESIDENT further acknowledges that RESIDENT consents to the application of the security deposit by MANAGEMENT in the event that RESIDENT does not occupy the Apartment, to cover MANAGEMENT's costs in preparing the Apartment for rental and renting the Apartment, together with any and all damages for unpaid rent accruing from the commencement date of this Lease up through the date that MANAGEMENT is able to re-let the property, provided, however, that re-letting is on terms equal to or more favorable to MANAGEMENT than the terms and conditions set forth in this Lease.
6. **CANCELLATION FEE:** Provided RESIDENT has not been in default hereunder during the term of this lease, and provided that RESIDENT strictly complies with the provisions of this paragraph, and has completed at least seven (7) months of occupancy, RESIDENT may cancel this lease before the expiration of the initial term by:
  - (a) ensuring that MANAGEMENT receives 30 days written notice of cancellation, all before the first day of the month of RESIDENT's proposed cancellation; plus
  - (b) paying on the date RESIDENT gives written notice of cancellation, all monies due through the date of proposed move-out (the last day of the month of cancellation); plus
  - (c) paying on the date RESIDENT gives written notice of cancellation, an additional amount equal to one month's rent as liquidated damages; plus
  - (d) returning the apartment in clean, ready-to-rent condition.

RESIDENT'S exercise of this provision shall not relieve RESIDENT of any responsibilities regarding damage to the apartment. If the above conditions are met, RESIDENT will be entitled to the return of their security deposit described above less any damages in excess of normal wear and tear.

Upon completion of one (1) twelve- (12) month lease term, the seven- (7) month minimum residency will no longer apply. Items a, b, c, and d of this clause still remain in effect for early cancellation.

MANAGEMENT may, at its sole discretion, decline to offer a new Lease or agree to a month-to-month continuation and shall not be held liable for its decision to terminate the MANAGEMENT/RESIDENT relationship at any time upon or after the expiration of this Lease. RESIDENT authorizes MANAGEMENT to conduct a credit check and background investigation in connection with this Lease and any continuation of renewal thereof.

(RESIDENT'S initials   NG )

7. **HOLDING OVER – DOUBLE RENT:** If RESIDENT holds over and continues in possession of the premises, or any part thereof, after the expiration date of the Lease without MANAGEMENT's permission, MANAGEMENT may recover double the amount of rent due for each day RESIDENT 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 thirty (30) days.
8. **NOTICES:** Any notices from MANAGEMENT to RESIDENT will be deemed delivered when mailed to RESIDENT at RESIDENT's apartment by first-class mail; or personally handed to RESIDENT or anyone residing at RESIDENT's apartment; or left at RESIDENT's apartment in RESIDENT's absence; or posted at the premises. Any notice from RESIDENT to MANAGEMENT will be deemed delivered when received at MANAGEMENT's office, certified mail/return receipt requested, or personally delivered to MANAGEMENT's staff during business hours.
9. **FAILURE TO VACATE AFTER NOTICE:** If RESIDENT gives notice for vacation of the premises and fails to completely vacate the premises prior to the expiration of the notice, or if RESIDENT otherwise continues possession of the premises after the termination of the Lease without the written permission of the MANAGEMENT, RESIDENT shall be liable, in addition to all other damages provided for under the Lease, the Rules and Regulations, or Florida law, for double the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day RESIDENT so continues in possession of the premises. RESIDENT shall be deemed to be in possession as long as all keys to the premises have not been turned over to the MANAGEMENT or until RESIDENT has "abandoned" the premises according to Florida Statutes.
10. **ADMINISTRATION FEE:** RESIDENT pays herewith a Non-Refundable Administrative Fee in the sum of **\$300.00** and allows said fee is agreed to as a reasonable amount.
11. **KEYS:** All keys consisting of 2 door key(s), and 2 mailbox key(s) are to be returned the day the premises are vacated. RESIDENT shall deliver to MANAGEMENT all keys at the time RESIDENT vacated said apartment. Until keys are delivered to MANAGEMENT, as evidenced by MANAGEMENT's receipt thereof, the RESIDENT shall remain liable under the Lease to the extent permitted by law. Failure to return door key(s), mailbox key(s), amenity key(s), or garage remote(s) will result in a **\$50.00** fee per key and/or remote to RESIDENT(S) account.
12. **COLLECTION:** If RESIDENT owes more money than has been held in his account, the MANAGEMENT after issuing a proper itemized statement noting amount owed may pursue at his option any legal means of collection.
13. **RENT PAYMENTS:** Rent payments, including pet rent, are legally the responsibility of the RESIDENT without notice or demand and may be acted upon any time after the due date stated above. ALL LATE CHARGES OR RETURNED CHECK CHARGES set forth in this agreement are deemed to be an added portion of the rents and become due and payable as rent.
14. **LATE CHARGES AND RETURNED CHECK CHARGES:** Rent payments made after the **5th** day of the month are subject to a late charge and must be paid in cash, cashier's check, or money order. RESIDENT shall pay a LATE CHARGE OF **\$150.00** for each late rental payment to defray the administrative and other costs of MANAGEMENT, which the parties agree is a reasonable charge. Acceptance of a check in no way grants the RESIDENT credit should there be insufficient funds in the account. In the event any check is returned unpaid by the drawee because of insufficient funds or any other reason caused, created or allowed by the RESIDENT, RESIDENT shall pay a service charge of **\$50.00** or five percent (5%) of the face amount of the check, whichever is greater. Provided that the current Florida statutory fees shall control. Any rental payments made by a check, which is dishonored, are subject to both late charges for the rent and service charges for returned checks. Checks returned by the bank must be covered in cash, cashier's check or money order. No further checks will be accepted for the next six (6) monthly rental payments. LATE CHARGES AND RETURNED CHECK CHARGES SHALL BE CONSIDERED AS ADDITIONAL RENT DUE MANAGEMENT.
15. **SUBLEASING:** RESIDENT may not assign, sublet or transfer his interest, or any part thereof without prior written consent of the MANAGEMENT. RESIDENT further may not use the premises for any commercial enterprise or for any purpose, which is unlawful.

- 16. DEFAULT BY RESIDENT:** If any rent required by this Lease shall not be paid when due, or if the RESIDENT in any other manner fails to perform any of the terms or conditions of this Lease, including any of the provisions of the Rules and Regulations and any other applicable addendum hereto, RESIDENT shall be deemed to have breached this Lease, and Management shall have all rights provided under state law and this Lease, including the right to terminate the Lease, retake possession of the premises, and recover damages. In the event of any other Breach of this lease inclusive of any property damage, Management shall be entitled to all remedies as provided by Florida Statute Chapter 83 and all other relevant provisions of State and Federal Law and as provided in this Lease. Retention of the Security Deposit or termination of this Lease by Management shall not constitute a limitation of Management's right to damages.

(RESIDENT'S initials   N/G )

- 17. OCCUPANCY:** Occupancy of the premises is limited to **3 adults** and **0 minors** and shall be solely used for a residence and for no other purpose. The following are the names and dates of birth for all allowed occupants of the premises:

NAME	DATE OF BIRTH
Steven Tolbert	8/23/1996
Elizabeth L. Thomas	7/2/1996
Nicholas Gustafson	9/14/1997

RESIDENT agrees to pay **\$15.00** per day for each guest remaining on the premises more than 15 days. Any guest occupying the premises for more than fifteen (15) total (not necessarily consecutive) days during the term of this Rental Agreement must have the written consent of the MANAGEMENT to occupy the premises for additional time, and RESIDENT agrees that a breach of this provision shall be material breach of this Rental Agreement.

- 18. UTILITIES AND OTHER SERVICES:** All utility and other services including, without limitation, electric, gas, water, sewer, trash collection and pest control shall be provided to the Premises at RESIDENT's expense.

- (a) Such utilities and services may be billed to RESIDENT on a separate metering and/or billing basis either directly from the utility or service provider or on a square footage or other billing basis as decided by MANAGEMENT. RESIDENT agrees to comply with the provisions of the Utility and Services Addendum, attached hereto and made a part hereof, which further delineates the billing basis for utilities for the Premises.
- (b) In the event any governmental authority or licensee or franchisee requires that trash be separated for recycling RESIDENT shall comply with such requirements. Non-compliance by RESIDENT shall subject RESIDENT to a seven (7) day notice-to-cure as provided by Florida statutes.
- (c) RESIDENT must transfer utilities to the name of RESIDENT on or before the move-in date and remains responsible for all utilities throughout the term of the Agreement. RESIDENT shall be assessed a utility transfer fee of **\$50.00** per utility which is not transferred to RESIDENT's name by date of move-in or is removed from RESIDENT's name before the end of this Agreement. Additionally, RESIDENT shall be assessed charges for actual or estimated gas and electric usage at applicable commodity rates.

(RESIDENT'S initials   N/G )

- (d) RESIDENT agrees to pay all utility and service charges assessed by utility or service companies (or MANAGEMENT in the case of utilities and services billed to RESIDENT by MANAGEMENT) in connection with the use of all utility and services provided to the Premises during the term of this Agreement, as such term may be extended, or the period of occupancy of the Premises by the RESIDENT, whichever is longer. The utility and service charges include, without limitation, usage fees and assessments, utility deposits, late fees, transfer fees and disconnect fees. If RESIDENT fails to pay any utility and service charges, and MANAGEMENT is assessed by the utility and service companies for such charges, then MANAGEMENT may pay these utility and service charges to such utility and service companies and subtract a like amount from RESIDENT's Security Deposit (if allowable under State law), make an immediate demand for payment and expect immediate reimbursement from RESIDENT.
- (e) Utilities must be kept on in the Premises at all times throughout the term of this Agreement. Neither MANAGEMENT nor Owner shall be liable for any interruption or failure of utility and services required to be furnished by MANAGEMENT to the Premises or any damages directly or proximately caused thereby, the only obligation of MANAGEMENT being reasonable diligence in its efforts to restore such services.
- (f) Upon commencement of the term of this Agreement, MANAGEMENT shall furnish light bulbs and tubes of prescribed wattage for attached light fixtures provided by MANAGEMENT, thereafter light bulbs and tubes shall be replaced by RESIDENT, at RESIDENT's sole expense.
- (g) Utilities and services shall be considered additional rent under this Agreement.

- 19. UTILITIES-CHANGES IN DELIVERY OR BILLING:** MANAGEMENT may modify the method by which utilities are furnished to the premises and/or billed to RESIDENT during the term of this Lease, including, but not limited to sub-metering of the premises for certain utility services or billing RESIDENT for utilities previously included within the rent. In the event MANAGEMENT chooses to so modify utility services to the premises, MANAGEMENT shall give RESIDENT not less than thirty (30) days' prior written notice of the modification and the amount by which the base rental payable under this Lease shall be adjusted in respect of such modification.
- 20. PETS:** RESIDENT agrees that no animal, bird or pet of any kind maybe kept in, on or about the premises by the RESIDENT or his Guests without prior separate written agreement signed by MANAGEMENT. Should written permission be granted for occupancy of a pet, a nonrefundable pet fee of \$450.00 for the 1st pet and \$0.00 nonrefundable fee for the 2nd pet will be required to be paid in advance. RESIDENT shall register all pets or animals with the MANAGEMENT and furnish such registration information, including photographs, as requested by the MANAGEMENT, and as further set forth in the "Pet Addendum" attached hereto and made a part hereof. RESIDENT agrees that RESIDENT is responsible for any and all damage arising from a pet on the premises, including property damage and/or bodily injury. RESIDENT further agrees to indemnify, defend and hold MANAGEMENT harmless from any and all claims arising from RESIDENT's pet, whether or not said pet has been previously authorized by MANAGEMENT.
- 21. ADDITIONAL PEST ERADICATION OR PREVENTION CHARGES:** RESIDENT agrees to pay upon demand, any additional pest eradication or prevention costs incurred by Management occasioned by the keeping or harboring of any pet or animal by RESIDENT. RESIDENT ACKNOWLEDGES THIS MAY INCLUDE TREATMENT COSTS OF NEIGHBORING APARTMENTS, COMMON AREAS, AND THE GROUNDS.
- 22. MILDEW AND MOLD:** RESIDENT acknowledges that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper room temperature, lighting, ventilation, air conditioning and de-humidification of the apartment unit to retard or prevent the growth of mold and mildew. RESIDENT agrees to be responsible for taking all proper action to retard and prevent mold and mildew and to protect his person and property from loss or damage as a result thereof, and further agrees that RESIDENT shall be responsible for damage to the apartment unit resulting from RESIDENTS failure to provide proper climate control. Further, MANAGEMENT shall not in any event be responsible for damage, loss or injury to persons or property caused by mold or mildew.
- 23. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceeds federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. By execution of this Rental Agreement (Lease), I acknowledge that I have reviewed this disclosure in compliance with Florida Statutes Section 404.056(8).
- 24. OUTSIDE SERVICES USED AT RESIDENTS OWN RISK:** RESIDENT acknowledges that certain outside services may be arranged for by MANAGEMENT for the convenience of the RESIDENT, such services may include, but are not limited to laundry and dry-cleaning, aerobics instruction, fitness instruction, and masseur/masseuse services. RESIDENT acknowledges that such services are provided by independent contractors and are not within the control of MANAGEMENT or supervised by MANAGEMENT. RESIDENT may or may not use such services at RESIDENT's sole option. If RESIDENT does use any of such services RESIDENT agrees to assume all risk resulting from such use, including, without limitation, damaged or lost laundry or items to be dry-cleaned. RESIDENT shall hold MANAGEMENT harmless from any claim or claims resulting from the use of such services by RESIDENT and/or any occupant or guest using the premises rented or using any common areas, and will defend against such claim or claims and pay for the defense.
- 25. WATERBEDS, ETC.:** RESIDENT shall not keep on or about said premises waterbeds, boats, campers, trailers, mobile homes, or non-operative vehicles without separate written agreement signed by MANAGEMENT. MANAGEMENT may require the payment of additional security deposits and/or liability insurance to be provided and paid for by RESIDENT for any such items. MANAGEMENT shall not be obligated to grant permission for such items to anyone, but reserve sole discretionary authority, subject to law, and granting of permission in one case shall not require the granting of permission in any other case.
- 26. ALTERATIONS:** RESIDENT shall make no alterations to the property without MANAGEMENT's written consent. All alterations, or improvements, made with or without consent in and to said premises shall, unless otherwise provided by written agreement between the parties hereto, become the property of the MANAGEMENT and shall remain upon the premises.



**27. TERMINATION NOTICE REQUIREMENTS:**

- (a) This Lease contract will automatically renew month-to-month unless either party gives at least 30 days' written notice of termination or intent to move out as required by this paragraph. In the event RESIDENT fails to provide Management with proper and sufficient 30 days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph, RESIDENT acknowledges and agrees that RESIDENT shall be liable to Management for liquidated damages in the sum of **\$1,975.00**, (equal to 1 month's rent) in accordance with Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph, and does not limit collection rights with regard to other amounts potentially owed to Management. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 30 days before the end of the lease term if the lease will not be renewed. If RESIDENT holds over after giving notice of intent to vacate, or after being given a notice of termination/ nonrenewal or without prior approval from Management, RESIDENT shall be deemed a holdover tenant and MANAGEMENT may file a holdover eviction for possession and double rent pursuant to Florida Statutes section 83.58. At the time this Lease expires, if notice has been given by either party, Management shall have the right during the last thirty (30) days of the term of the Lease to enter the Apartment without notice at all reasonable times in order to show the premises to prospective RESIDENTS.

(RESIDENT'S initials     N/G   )

- (b) **MONTH-TO-MONTH TENANCIES:** If neither Management nor RESIDENT shall give any of the notices contained herein within the time provided, tenancy shall automatically become month-to-month after the expiration of the term of this Lease or renewal thereof. The rental rate for said month-to-month tenancy shall be the current rental rate for similar apartments in effect at that time, plus **\$300.00** per month, the month-to-month fee, which shall be considered as additional rent. All other provisions of this Lease not inconsistent with this paragraph shall remain in full force and effect during the term of the month-to-month tenancy. However, we may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written day notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. Either party may terminate a month-to-month tenancy by giving the other party written notice of termination no later than thirty (30) days prior to the end of the monthly rental period. If RESIDENT fails to provide Management with at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, RESIDENT shall be liable to MANAGEMENT for an additional 1 month's rent.

(RESIDENT'S initials     N/G   )

- 28. BREACH OF AGREEMENT:** Failure of RESIDENT to pay rent or other charges promptly when due or to comply with any other term or condition hereto or to comply with any other applicable provisions of the laws of the State of Florida, shall at the option of the MANAGEMENT empower them to terminate this tenancy upon giving proper notice as set forth in the residential MANAGEMENT and RESIDENT ACT contained in the Florida Statutes.
- 29. WAIVER OF TERMS:** Any failure by MANAGEMENT to enforce the terms of this Agreement shall not constitute a waiver of said terms by MANAGEMENT. Acceptance of rent due by the MANAGEMENT after any default shall not be construed to waive any right of MANAGEMENT or affect any notice of legal action thereto given or commenced.
- 30. WAIVER OF RIGHTS OR OBLIGATIONS:** Nothing contained in this Agreement shall be construed as waiving any of the RESIDENT's or MANAGEMENT's right or obligations under the laws of the State of Florida.
- 31. TERMS OF AGREEMENT:** The terms of this Agreement may be changed or, House Rules or Policies, adopted by MANAGEMENT upon thirty (30) days lawful written notice to RESIDENT.
- 32. MANAGEMENT:** The name, address and telephone number of the MANAGEMENT of the premises who shall handle emergencies thereon is **Realty Services Corp. dba Residential Realty Services Corp. c/o Quantum Lake Villas, 2700 Quantum Lakes Drive, Boynton Beach, FL 33426, Phone number 561-732-0633.**
- 33. AGENT:** The name, address of the person authorized to act for and on behalf of MANAGEMENT for the purpose of service of process and receiving notices and demands is as follows: **Realty Services Corp. dba Residential Realty Services Corp, 2700 Quantum Lakes Drive, Boynton Beach, FL 33426, Phone number 561-732-0633.**
- 34. OWNER:** The corporate owner(s) of the premises is (are): **Villas at Quantum Lakes, Inc.**

- 35. MAINTENANCE:** RESIDENT shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all the state and local laws requiring RESIDENTs to maintain rented premises. If damage to the dwelling unit (other than normal wear) but including damage caused by RESIDENT making alterations to the unit, is caused by acts of neglect of the RESIDENT or others occupying the premises with his permission, the MANAGEMENT may cause such repairs to be made and RESIDENT shall be liable to MANAGEMENT for any reasonable expense thereby incurred. RESIDENT agrees to pay for all repairs, replacements, and maintenance caused by his misconduct or negligence or that of his family, pets, guests, licensees, and invites, and at MANAGEMENT's option such charges shall be paid immediately or be regarded as additional rent to be paid no later than the monthly payment date next following such repairs.
- 36. DEFECTS & DAMAGE:** RESIDENT shall report any defect or natural wear pertaining to plumbing, wiring or workmanship on the premises at once. RESIDENT is responsible for and agrees to pay for any damage done by wind or rain caused by leaving windows open, and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general that is due to the acts or omissions of the RESIDENT, or guest of the RESIDENT.
- 37. POLICIES:** RESIDENT agrees to abide by any and all rules and policies including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas. Further RESIDENT agrees to abide by all amendments and additions to said rules after due notice of any such amendments or additions. RESIDENT at the time of execution of this Agreement acknowledges that he/she has signed and received a copy of all existing rules and regulations pertaining to the premises.

(RESIDENT'S initials   NE )

- 38. INSPECTION:** RESIDENT agrees to grant MANAGEMENT the right to enter the premises at all reasonable times and for all reasonable purposes including pest control, showing to prospective RESIDENTs, buyers loan officers or insurance agents or others with lawful business therein and for at least one maintenance inspection each month. MANAGEMENT agrees to give RESIDENT a twenty-four (24) hour notification for entry, except in case of emergency. In the absence of the RESIDENT, posting of the notice on the front door of the premises shall be sufficient notice.
- 39. AMENITIES:** The following items are furnished by MANAGEMENT for the pleasure and convenience of the RESIDENT and are not to be construed in any manner as part of the rental paid by the RESIDENT:

Refrigerator	1 (one)
Stove	1 (one)
Dishwasher	1 (one)
Microwave	1 (one)
Washer/Dryer	1 (one set)

The swimming pool, recreational and other service facilities, if any, on the premises are for the use of the RESIDENT only at the discretion of MANAGEMENT. Nothing herein shall be construed to require MANAGEMENT during the term of this Agreement, to keep said swimming pool and other facilities in a condition for use by RESIDENT, and the time and manner of use, or the closing, temporarily or permanently of said pool and facilities shall be at the sole discretion of MANAGEMENT and in accordance with the rules and regulations issued by MANAGEMENT. Any breach of said rules and regulations shall constitute a breach hereof.

- 40. VEHICLES:** ALL VEHICLES OPERATED BY RESIDENT MUST BE REGISTERED WITH MANAGEMENT. NO RECREATIONAL VEHICLES INCLUDING BUT NOT LIMITED TO BOATS, JET SKIS, TRAILERS, OR COMMERCIAL VEHICLES OR IMPROPERLY LICENSED VEHICLES MAY BE PARKED ON THE PREMISES. ONLY VEHICLES MAINTAINED IN OPERATIONAL CONDITION AND LICENSED MAY BE PARKED IN APPROVED AREAS. UNAUTHORIZED VEHICLES MAY BE TOWED BY MANAGEMENT AT OWNER'S EXPENSE. RESIDENT MAY PARK NO MORE THAN 2 VEHICLES ON THE PREMISES AT ANY ONE TIME. MANAGEMENT IS NOT RESPONSIBLE FOR DAMAGE OR THEFT WHILE VEHICLES ARE PARKED ON THE PREMISES.
- 41. LIABILITY:** MANAGEMENT shall not be liable for any damage or injury to RESIDENT, or any other person, or to any property occurring on premises or any part thereof, or in common areas thereof, unless such liability is based on the negligent acts or omission of MANAGEMENT, his agent, or employee, and RESIDENT agrees to hold MANAGEMENT harmless from, defend, and pay for the defense of any claims for damages if caused by the negligent acts or omissions of the RESIDENT or his/her guests, licensees, or invitees. RESIDENT agrees that RESIDENT, occupants, guests, family members, or other persons related to, or affiliated in any way with RESIDENT, that RESIDENT is responsible for any and all damage arising from damage caused by animal(s) on the premises, including property damage and/or bodily injury. RESIDENT further agrees to indemnify, defend and hold MANAGEMENT harmless from any and all claims arising from RESIDENT(S), occupant's, guest's, or family member's pet or animal, whether or not said animal has been previously authorized by MANAGEMENT.

- 42. INVENTORY:** A written inventory of the premises and its contents will be attached for your inspection. Please review it carefully and sign both your copy and the office copy WITHIN TWENTY-FOUR (24) HOURS. You will be responsible for the condition of the premises when vacating in accordance with the attached.

(RESIDENT'S initials   N6 ) Acknowledges receipt of inventory by RESIDENT.

- 43. TENANCY TERMINATION:** Upon termination of the tenancy, the RESIDENT shall surrender and vacate the premises, including the removal of any and all of the RESIDENT's property. Before departure, the RESIDENT shall return keys and personal property listed on the inventory to the owner in good, clean and sanitary condition; normal wear accepted. RESIDENT shall allow MANAGEMENT to inspect the premises in the RESIDENT's presence to verify the condition of premises and contents.

- 44. INSURANCE AND RENTER'S INSURANCE:** Each RESIDENT is required to maintain, at RESIDENT's sole expense, during the term of this Agreement and any subsequent renewal periods, a policy of personal liability insurance, issued by a licensed insurance company of RESIDENT's selection, which provides limits of liability in an amount not less than **\$100,000.00** per occurrence and names MANAGEMENT as Additional Insured. Each RESIDENT is advised to also maintain a policy of renters' insurance protecting his/her household goods and personal property. RESIDENT is required to provide a copy of such renter's insurance to MANAGEMENT prior to move in. Upon expiration of the policy term RESIDENT is required to renew the policy and provide MANAGEMENT with proof of insurance accordingly. Failure to maintain renter's insurance is a default of this Agreement and may be grounds for eviction. MANAGEMENT is not responsible to any RESIDENT, RESIDENT's guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightening, wind, explosions, earthquake, theft, negligence of other RESIDENTs, or vandalism.

(RESIDENT'S initials   N6 )

- 45. CONTRACT:** The Agreement is accepted and agreed to, jointly and severally. The undersigned have read the above contract.

- 46. ATTORNEY'S FEES:** In the event of litigation arising out of this Agreement or the MANAGEMENT-tenant or other legal relationship of the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including fees and costs of appeals, from the non-prevailing party.

- 47. WAIVER OF JURY TRIAL:** Each party expressly waives any right to Trial by Jury of any claim, demand, action or cause of action (a) arising under this agreement or any other instrument, document or agreement executed or delivered in connection herewith, or (b) in any way connected with or related or incidental to the dealings of the parties or any other agreement whether sounding in Tort (personal injury), common law, equity, or contract or otherwise.

- 48. NO OTHER AGREEMENTS:** RESIDENT, by signing this Agreement, states that there are no agreements, understandings, or promises that have been, or are being made by MANAGEMENT, the leasing agent, the Manager, or any other employee or agent of MANAGEMENT with respect to this Rental Agreement, the amount of rent, the term of this Agreement, the termination of this Agreement, the Security Deposit, pets, the number of allowed occupants of the premises, or any other provisions of this Rental Agreement or the tenancy, except those that are a part of the printed, typed or handwritten provisions of this Agreement, or are reduced in writing and signed by all parties to this Rental Agreement and attached as an addendum to this Rental Agreement.

- 49. AUDIT AND CORRECTION OF ERRORS:** In the event MANAGEMENT discovers that, through inadvertence, clerical error, typographical error, or other cause any provision in this Rental Agreement is incorrect as to time, duration of the tenancy, commencement or termination date, amount of rental, deposits, charges, address or unit number, RESIDENT agrees that MANAGEMENT may cause the same to be corrected on the original Rental Agreement with a copy furnished to the RESIDENT, and such corrected document shall be effective retroactively from the date of execution by RESIDENT.

- 50. ABANDONMENT/PERSONAL PROPERTY WITH NO APPARENT VALUE:** By signing this Rental Agreement the RESIDENT agrees that upon surrender or abandonment, as defined by the Florida Statutes, MANAGEMENT shall not be liable or responsible for storage or disposition of the RESIDENT's personal property.

- 51. RESIDENTS ARE NOT IN MILITARY:** RESIDENT(S) represent to MANAGEMENT that none of them are in the armed forces or military services of the United States of America, nor do any of them plan to enlist. In the event RESIDENT(S) are in the armed forces or military service of the United States then RESIDENT(S) must advise MANAGEMENT and execute the MILITARY TRANSFER addendum before this agreement is effective. The terms "armed forces" and "military service" shall include only the United States Army, Air Force, Navy, Marines, and Coast Guard unless otherwise agreed in writing by the parties.



- 52. APARTMENT SECURITY ACKNOWLEDGMENT AND RELEASE:** I agree that I will inspect the premises I am occupying and will determine to my satisfaction before moving in that the smoke detectors, door and window locks and latches, and other security devices in the apartment are in good working order. I AGREE TO TEST AND INSPECT EACH OF THESE ITEMS NOW AND ON A REGULAR BASIS AND TO GIVE MANAGEMENT PROMPT NOTICE AT THE OFFICE OF MANAGEMENT IF I DETERMINE THAT ANY SECURITY DEVICE NEEDS REPAIR OR REPLACEMENT. I understand that these items will be checked by MANAGEMENT only upon installation.
- 53. RESIDENT SAFETY & PERSONAL PROPERTY:** I agree that MANAGEMENT may alter, suspend or cancel any security patrol service without notice, and that MANAGEMENT has no obligation or liability for the acts or omission of any employee or agent of any patrol service which may be engaged by MANAGEMENT.
- 54. NO SECURITY SERVICES:** MANAGEMENT shall not provide nor does MANAGEMENT have any duty to provide for RESIDENT, security services for the protection of the RESIDENT or the RESIDENT's property. The RESIDENT hereby acknowledges that he understands the foregoing, and the RESIDENT shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that MANAGEMENT shall not be liable to RESIDENT for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of MANAGEMENT, its representative(s), agent(s), employee(s), or any other person(s) or entity(ies) that may cause harm to the RESIDENT resulting from a tortious, criminal or wrongful act by same. In the event that MANAGEMENT elects to hire a security service to patrol and/or monitor the Apartment Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of MANAGEMENT's property and in no way whatsoever shall it be intended or construed as a waiver by the MANAGEMENT of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the MANAGEMENT to protect the RESIDENT.
- 55. TERMS INTERCHANGEABLE:** The term RESIDENT is interchangeable with the term TENANT and the term MANAGEMENT is interchangeable with the word LANDLORD; terms indicating gender or singular or plural are also interchangeable as context requires.
- 56. SEVERABILITY:** In the event any provision of this Agreement, the Security Deposit Agreement, or any addendum or addition is determined to be invalid under any law or regulation, such determination shall not affect the validity of the remainder of the provisions.
- 57. MORTGAGEE'S RIGHTS:** RESIDENT's rights under this lease shall, at all times, be automatically subordinate and junior to any existing or future mortgage, deed of trust or other lien applicable to the premises or its contents, which is now or shall hereafter be placed on the property of which the Apartment is a part. If requested, RESIDENT shall execute promptly any document that MANAGEMENT may request to verify this subordination agreement.
- 58. NOTE:** The above paragraph Headings are for reference only and do not add to or diminish the intended meaning of any paragraph.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN.**



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:35:45 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019

12:44 AM EDT

Nicholas Gustafson (Resident)

Date

, Manager



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:41:38 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:12:02 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

Nicole Satterfield (Resident)

Date

## **VILLAS AT QUANTUM LAKES, INC.**

### **ADDENDUM TO LEASE AGREEMENT FOR GARAGE**

THIS ADDENDUM TO THE LEASE AGREEMENT FOR GARAGE(s) was made and entered into this **15th** day of **June 2019** by and between **Realty Services Corp.**, hereinafter referred to as "MANAGEMENT" and **Steven Tolbert, Elizabeth L. Thomas, and Nicholas Gustafson**, hereinafter referred to as "RESIDENT", whether one or more persons.

Total number of Garage Spaces: **1**, Garage Space Number(s) **13-A**

WHEREAS, this is an Addendum to the Lease Agreement between the MANAGEMENT and the RESIDENT for use of the garage facilities in the Apartment Community; and

WHEREAS, the parties are executing this Addendum to Lease Agreement freely and voluntarily for the purposes contained herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree to as follows:

1. That the MANAGEMENT hereby makes no claim of habitability or water tightness and hereby denies any and all claims and liabilities of same, and the MANAGEMENT further denies all liability arising from the direct negligence or wrongful act or omissions, or to any injury or damage that may occur or arise in the garage as a result of RESIDENT, his agents or guests from a cause of action clearly resulting from wrongful acts of RESIDENT or his agents, representatives or guests and the RESIDENT hereby agrees to indemnify and hold the MANAGEMENT harmless for same.
2. Garages may not be used solely for the purpose of storage. RESIDENT MUST PARK THEIR PRIMARY VEHICLE INSIDE THE GARAGE AT ALL TIMES. Backing into the garage is prohibited, front-in parking only.
3. That the RESIDENT hereby agrees that the garage facility is for use and storage of operable motor vehicles only. No one may sleep, cook, barbecue, or live in a garage unit. Persons not listed as a resident or occupant on the Lease Agreement may not use the areas covered by this addendum. No plants may be grown in these areas. Only the RESIDENT(s) whose name(s) appears on this Addendum may use the garage unit. The garage unit must be used solely for private residential parking. Under no circumstances shall any business activity or garage sales be conducted from or in the garage unit. Resident shall not assign or sublet the use of the garage unit. No person shall be permitted to sleep in the garage unit at any time or remain in the garage unit with the door closed. No pets or animals may be kept in the garage unit at any time. During the term of this Addendum, the parties agree that RESIDENT shall maintain the garage unit in a clean and sanitary manner. In the event of any injury or damage to the garage unit, RESIDENT shall be responsible for all costs of repair as a result of such injury or damage. The garage unit may not be used for storage of personal items and nothing may be used or kept in or about the garage unit which would in any way affect the terms and conditions of MANAGEMENT'S fire and other insurance policy coverage, constitute a violation of the law, or otherwise be a hazard in MANAGEMENT'S sole judgment.
4. **NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE GARAGE UNIT. NO ELECTRICITY MAY BE HOOKED UP TO THE GARAGE UNIT AND NO PLANTS MAY BE GROWN IN THE GARAGE UNIT.**
5. MANAGEMENT will in no way be liable for any damage, loss, or injury to persons or property occurring within or about the garage unit, whether caused by MANAGEMENT, an act of god or someone else. RESIDENT is responsible for obtaining RESIDENT'S own casualty and liability insurance to protect from damage or injury to person or property, the locking of vehicles and the removal of personal property from parked vehicles, and further agrees to save and hold MANAGEMENT harmless and indemnify MANAGEMENT from any liability. MANAGEMENT STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT PERSONAL PROPERTY. RESIDENT acknowledges that they have been advised to obtain renter's insurance for same, and hereby agrees to indemnify and hold the MANAGEMENT harmless for any and all liability or damages arising from the use of the garage facility.
6. The RESIDENT further agrees that this Addendum shall run concurrently with the Lease Agreement executed between the parties, and the RESIDENT shall pay to the MANAGEMENT with his normal rent, as additional rent, the sum of **\$0.00 per month** for the use of each garage facility. The MANAGEMENT acknowledges receiving a **\$0.00** deposit per garage from the RESIDENT to be held in a non-interest bearing account. This shall be returnable if all keys and electrical openers are returned to MANAGEMENT upon vacation of the premises.
7. If RESIDENT defaults in complying with this Addendum or the law, MANAGEMENT has the right to retake possession and/or revoke the license for RESIDENT'S use of the garage and/or to terminate RESIDENT'S lease agreement and tenancy and seek all rights and remedies available under the Lease and Arizona law, including filing an eviction action to regain possession of the subject leased dwelling unit and garage unit. The RESIDENT agrees that any action resulting in

the termination of the Lease Agreement shall also serve as a termination of the terms and conditions of this Addendum. The RESIDENT further acknowledges that the keys or automatic garage door opener is to be considered a convenience and not as a security device provided by the MANAGEMENT against thefts or break-ins by third parties and the RESIDENT hereby agrees to indemnify and hold the MANAGEMENT harmless for any and all liabilities arising from same.

8. RESIDENT agrees that should he/she vacate the dwelling described in the Lease agreement and leave personal property in the garage unit or should RESIDENT fail to vacate the garage unit after an eviction, MANAGEMENT is expressly authorized to treat such property as abandoned property and may dispose of such property in accordance with Arizona Statutes §33-1368 (E) and 33-1370 (E).
9. We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Agreement.
10. No lock changes, alterations, or improvements may be made without written consent from MANAGEMENT. Locks on garages and storerooms may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by the RESIDENT.
11. That the MANAGEMENT and RESIDENT hereby agree that they have fully read and understand this Addendum to the Lease Agreement and fully intend to be bound by the terms and conditions set forth herein above.

IN WITNESS WHEREOF, we have hereunto set our official hands and seals on the day, month and year first above written.



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:35:56 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019  
12:46 AM EDT

Nicholas Gustafson (Resident)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:41:52 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:12:08 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date

# AUTOMOBILE REGISTRATION and CONTACT INFORMATION

Apartment Number: **2744 Quantum Lakes Drive, Boynton Beach, FL 33426**

RESIDENT INFORMATION		
<b>Resident:</b> Steven Tolbert	<b>Car License #:</b> T416-799-96-303-0	<b>State:</b> FL
<b>Home Phone:</b> (561) 674-4639	<b>Cell Phone:</b>	<b>Work Phone:</b>
<b>E-mail Address:</b> stevenwtolbert@gmail.com		
EMERGENCY CONTACT INFORMATION		
<b>Name:</b>	<b>Phone:</b>	<b>Address</b>

RESIDENT INFORMATION		
<b>Resident:</b> Elizabeth L. Thomas	<b>Car License #:</b> T520-232-96-742-0	<b>State:</b> FL
<b>Home Phone:</b> (850) 728-9228	<b>Cell Phone:</b>	<b>Work Phone:</b>
<b>E-mail Address:</b> cassie.skis14@gmail.com		
EMERGENCY CONTACT INFORMATION		
<b>Name:</b>	<b>Phone:</b>	<b>Address</b>

RESIDENT INFORMATION		
<b>Resident:</b> Nicholas Gustafson	<b>Car License #:</b> G231623973340	<b>State:</b> FL
<b>Home Phone:</b> (727) 320-2587	<b>Cell Phone:</b>	<b>Work Phone:</b>
<b>E-mail Address:</b> nick_gustafson@outlook.com		
EMERGENCY CONTACT INFORMATION		
<b>Name:</b> Jill Collman	<b>Phone:</b> (727) 593 - 4100	<b>Address</b> 37 Pelican Place

VEHICLE INFORMATION #1					
<b>Year:</b> 2015	<b>Make:</b> Nissan	<b>Model:</b>	<b>Color:</b> Red	<b>License Plate:</b> LBLS02	<b>State:</b> FL
<b>Registered Owner(s) Name:</b> Melissa Thomas			<b>Registered Owner's Address:</b> 3658 Tallavana Trail Havana, FL 32333		

VEHICLE INFORMATION #2					
<b>Year:</b> 2013	<b>Make:</b> Chevy	<b>Model:</b>	<b>Color:</b> Black	<b>License Plate:</b> LFXE27	<b>State:</b> FL
<b>Registered Owner(s) Name:</b> Steven Tolbert			<b>Registered Owner's Address:</b> 908 Sanctuary Cove Drive North Palm Beach, FL 33410		

VEHICLE INFORMATION #3					
<b>Year:</b> 2013	<b>Make:</b> Nissan	<b>Model:</b>	<b>Color:</b> Gray	<b>License Plate:</b> JPCB99	<b>State:</b> FL
<b>Registered Owner(s) Name:</b> Nicholas Gustafson			<b>Registered Owner's Address:</b> 37 Pelican Place Belleair, FL 33756		

I understand that parking is a privilege and may be suspended at any time for continuous, willful violation of parking rules and regulations or traffic control signs.

## RESIDENT(S) SIGNATURE(S)

Realty Services Corp. dba Residential Realty Services Corp

**Signed by Steven Tolbert**

Sat Jun 15 2019 01:36:26 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date

**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:12:13 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date

**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:42:04 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date

6/15/2019  
12:47 AM EDT

Nicholas Gustafson (Resident)

Date



# VILLAS AT QUANTUM LAKES, INC.

## FIRE PREVENTION DIVISION BARBECUE RULES & REGULATIONS

The use of grills, barbeques, and any other outdoor cooking or open flame device is mandated by the Florida Fire Prevention Code which includes the National Fire Protection Association (NFPA) and the 101 Life Safety Code, as adopted by Florida State Statute 633. The specific code sections are as follows:

**NFPA 1:10.11.5.1** - Open, recreational, and cooking fires shall be consistently attended by competent person until such fire is extinguished.

**NFPA 1:10.11.5.2** - This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment is readily available for use.

**NFPA 1:10.11.6.1** - For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft of any structure.

**NFPA 1:10.11.6.2** - For other than one- and two- family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

The undersigned resident(s) acknowledges having read the understands the foregoing and agrees to comply with all applicable ordinances, regulations, laws governing the use of grills, barbeques, and any other outdoor cooking or open flame devices.

### RESIDENT(S) SIGNATURE(S)

Realty Services Corp. dba Residential Realty Services Corp



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:36:32 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:12:43 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:42:11 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



6/15/2019  
12:47 AM EDT

Nicholas Gustafson (Resident)

Date

## BED BUG ADDENDUM

THIS BED BUG ADDENDUM was made and entered into **June 15, 2019** by and between **Quantum Lake Villas** (hereinafter referred to as "Landlord") and **Steven Tolbert, Elizabeth L. Thomas, and Nicholas Gustafson** (hereinafter referred to as "Resident", whether one or more persons) for the dwelling unit located at **2744 Quantum Lakes Drive, Boynton Beach, FL 33426** (the "dwelling unit"). Resident and Landlord hereby enter into this Bed Bug Addendum (the "Addendum"), which is incorporated into and made a part of the Lease. This Addendum sets forth the agreement of Resident and Manager for prevention of bed bugs at the dwelling unit. In the event of inconsistencies between this Addendum and the Lease, the provisions contained in this Addendum shall prevail.

- 1. LANDLORD AND RESIDENT REPRESENTATION AND INSPECTION.** Landlord represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Resident represents and agrees that he/she has read the information about bed bugs provided by Landlord and is not aware of any infestation or presence of bed bugs in Resident's current or previous dwellings, furniture, clothing or personal property and possessions and has fully disclosed to Landlord any previous bed bug infestations or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling or home in which there was a bed bug infestation or presence. Resident represents that if he/she WAS previously living in a dwelling or home that had a bed bug infestation that he/she has had all furniture, clothing and personal belongings professionally and properly cleaned and treated by a third-party licensed pest control professional that shall certify, in writing, that such items are free of further infestation. In the event Resident discloses a previous experience of bed bugs, Landlord shall have the right to see documentation of the treatment from the licensed pest control professional and inspect Resident's personal property and possessions to confirm the absence of bed bugs.
- 2. USED ITEMS.** Resident acknowledges that used, abandoned or discarded furniture, clothing and personal property can contain bed bugs, which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he/she shall not allow such property to enter the dwelling unit without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by a licensed pest control professional before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and/or treated by a licensed pest control professional.
- 3. LANDLORD ACCESS, PEST CONTROL AND RESIDENT'S DUTY TO COOPERATE.** Resident shall allow Landlord, maintenance staff and pest control to have full access to the dwelling unit at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and Resident's family members, occupants, guests and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and any licensed pest control professional to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Landlord and the licensed pest control company to treat the dwelling unit. Landlord and Landlord's pest control company shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Landlord or Landlord's pest control professional and holds Landlord and its pest control company harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease and this Addendum.
- 4. RESIDENT'S NOTICE REQUIREMENTS.** Resident shall promptly notify Landlord of any conditions that may indicate the presence of bed bugs in the dwelling unit or in any of Resident's clothing, furniture and/or other personal property. Resident shall promptly notify Landlord of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling unit. Resident shall promptly notify Landlord if he/she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling unit for a bed bug infestation on his/her own or hire any outside pest control company and acknowledges that Landlord maintains the full right to select its own licensed pest control professional to perform treatments and cleaning of the dwelling unit and building if necessary. Failure to comply shall constitute a material breach of the Lease and this Addendum.
- 5. TREATMENT.** If Landlord decides to have the dwelling treated and not terminate the tenancy, Landlord along with its third party pest control professional shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Landlord and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.
- 6. LEASE TERMINATION.** In the event bed bugs are determined to be in the dwelling, Landlord shall have the right to terminate the tenancy by giving Resident seven days' written notice requiring Resident to permanently vacate the dwelling and remove all furniture, clothing, and personal belongings. Landlord in its sole judgment shall have the right to terminate the tenancy and obtain possession of the dwelling regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation,

Resident must vacate the dwelling upon such termination. A Resident who fails to vacate after the lease has been terminated shall be subject to an eviction action.

- 7. TRANSFERS OR TEMPORARY VACATING (if permitted by Landlord).** **(a) Onsite Transfers** - If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Landlord and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Landlord or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Landlord OR Pest Control, Resident or Resident's family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated by Landlord or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident's personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum. **(b) Temporary Vacating** - If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Fla. Stat. §83.51(2)(a)1, Landlord's only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Landlord may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling unit is habitable, Landlord shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.
- 8. RESPONSIBILITIES.** If Resident or Resident's family members, occupants, guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment Landlord incurs to remedy the bed bug infestation situation. If Landlord must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings. If in the sole opinion of Landlord and Pest Control the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the dwelling, AT LANDLORD'S OPTION the Lease may be terminated and Resident may still be required to vacate the dwelling and return possession of the premises to Landlord if it is determined by Pest Control that it is not feasible to eradicate the infestation with the Resident continuing to reside on the premises. Landlord shall not be responsible for Resident's consequential losses if the Lease Contract is so terminated. Under no circumstances shall Landlord or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.
- 9. INVALID OR UNENFORCEABLE PROVISIONS.** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

### Bed Bug Information

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of any apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals, their sole food source, the bugs assume a distinctly blood-red hue until digestion is complete.

#### Bed Bugs Don't Discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom Line: bed bugs know no social and economic bounds; claims to the contrary are false.

#### Bed Bugs Don't Transmit Disease

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

## Identifying Bed Bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed Frames
- Mattress Seams
- Upholstered furniture, especially under cushions and along seams.
- Around, behind and under wood furniture, especially along areas where drawers slide.
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors.
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas frequented by bed bugs.

## Preventing Bed Bug Encounters When Traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

## Bed Bug Do's and Don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Residents who suspect the presence of bed bugs in their property must immediately notify the Manager.
- **Do not attempt to treat bed bug infestations.** Under no circumstances should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your property is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both the Manager and their designated pest control company.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN.**

RESIDENT(S) SIGNATURE(S)

Realty Services Corp. dba Residential Realty Services Corp



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:37:00 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (*Resident*)

*Date*



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:12:50 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(*Manager*)

*Date*



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:42:32 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (*Resident*)

*Date*



6/15/2019  
12:51 AM EDT

Nicholas Gustafson (*Resident*)

*Date*



## COMMUNITY POLICIES

1. **General conditions for use of dwelling property and recreational facilities.** RESIDENT(S) permission for use of all common areas, Resident amenities, and recreational facilities located at the community is a privilege and license granted by MANAGEMENT, and not a contractual right except as otherwise provided for in the Rental Agreement. Such permission is expressly conditioned upon RESIDENT'S adherence to the terms of Rental Agreement and these Community Policies in effect at any given time, and such permission may be revoked by MANAGEMENT at any time for any lawful reason. RESIDENT(S) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage related to RESIDENT'S use of the amenities. RESIDENT(S) agrees to hold MANAGEMENT harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities that RESIDENT(S) may have against MANAGEMENT and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

2. **Keys.** Keys. One set of apartment keys, including the mailbox key are issued at the time of occupancy. Additional keys may be made at your expense. No alterations or replacement of locks or installations of bolts, knockers, or other attachments are permitted without prior written consent of MANAGEMENT. MANAGEMENT must at all times have access to all apartments for emergency purposes. A lockout fee of **\$50.00**, payable to the property will be charged after **Before 8:00 am and After 6:00 pm**.

All keys must be turned in upon vacating the apartment. A **\$50.00** charge will be assessed if locks need to be changed due to all keys not being returned. All gate and garage remotes must be returned upon vacating the apartment. A **\$50.00** charge per remote will be assessed for failure to return all gate and garage remotes.

3. **Pets.** Pets are allowed only with prior consent of MANAGEMENT. Dogs must be on a leash outside the apartment, and the RESIDENT is responsible for the cleanup of dog waste. Pets not on a leash may be removed from the premises by local authorities. Service animals are required to be harnessed, leashed or tethered at all times unless these devices interfere with the service animal's work, or the person's disability prevents using these devices. However, in that case, the individual must maintain control of the animal through voice, signal or other effective controls.

4. **Pools.** Failure to follow pool rules and Community Policies may result in RESIDENT(S) loss of the privilege to use the pool. When using the pool(s), RESIDENT(S) agrees to the following:

- RESIDENT(S) and guests will adhere to the rules and regulations posted in the pool area and these Community Policies.
- There is no lifeguard on duty, all swimmers swim at their own risk. MANAGEMENT is not responsible for accidents or injuries.
- For their safety, RESIDENT(S) should not swim alone.
- Pools will be open subject to the following restrictions:

### Dusk to Dawn:

### Normal Swimming Activities

- Minors under the age of **14** must be accompanied by an adult at all times.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times, and a swimsuit cover up should be worn to and from the pool.
- No running, splashing or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests at all times. Guests will be limited to **2 guests** per resident at any one time.
- Sand buckets and cigarette urns are for cigarettes and cigars only. All other refuse must be placed in garbage containers.
- Resident(s) must notify MANAGEMENT any time there is a problem or safety hazard at the pool.
- In case of emergency Dial 911.

These rules are made for the protection and convenience of everyone and will by no means cover every situation. MANAGEMENT reserves the right to take whatever action is appropriate to prevent an accident or eliminate a nuisance situation. Any violation could be considered a breach of your Rental Agreement.

(RESIDENT'S initials   N/G )

5. **Fitness Center.** When using the fitness center, RESIDENT agrees to the following:

- RESIDENT and guests will adhere to the rules and regulations posted in the Fitness Center and these Community Policies.
- The Fitness Center is not supervised. RESIDENT(S) is solely responsible for their own appropriate use of equipment.
- RESIDENT(S) shall immediately report to MANAGEMENT any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of these Community

Policies.

- RESIDENT(S) shall consult a physician before using any equipment in the Fitness Center and before participating in any fitness class, and will refrain from such use or participation unless approved by RESIDENT'S physician.
- RESIDENT(s) will keep Fitness Center locked at all times during RESIDENT'S visit to the Fitness Center.
- RESIDENT(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Minors under the minimum age of **16** must be accompanied at all times by an adult.
- RESIDENT(S) must accompany guests at all times, and no glass, smoking, eating, alcoholic beverages, or pets are permitted in the Fitness Center.

(RESIDENT'S initials   N/G )

**6. Safety.** For the safety of everyone the following must be observed:

- RESIDENT'S and guests should not play in or around parked cars, driveways, decorative landscaping, dumpsters, entrance ways or gates.
- Toys and bikes must not be left in driveways, parking lots, sidewalks or in front of stairs.
- Minors under the age of **14** must be accompanied by an adult 18 years or older in or around the pool & spa area.
- Minors under the age of **16** must be accompanied by an adult 18 years or older in the Fitness Center.

**7. Proximity.** Close proximity to your neighbors dictates certain rules and policies for your comfort and that of your neighbors. RESIDENT must conduct themselves, and their guests in a manner that will not disturb their neighbor's peaceful enjoyment of the premises. This includes any intrusive odors that may interfere with your neighbor's peaceful enjoyment of their home, or have a negative impact to the apartment, as well as boisterous activity or unnecessarily loud noise due to talking; playing of musical instruments, radios or television sets will not be permitted. Residents are requested to be particularly careful about noise before the hour of and after in consideration of other residents.

(RESIDENT'S initials   N/G )

**8. Package Acceptance & Release.** RESIDENT(S) gives MANAGEMENT permission to sign and accept any parcels or letters sent to RESIDENT(S) through UPS, Federal Express, United States Postal Service or the like. RESIDENT agrees that MANAGEMENT does not accept responsibility or liability for any lost, damaged, or unordered deliveries and agrees to hold MANAGEMENT harmless for the same.

(RESIDENT'S initials   N/G )

**9. Trash Enclosures.** Please keep the premises clean by using the trash bins provided by each building. Please securely bag, tie and deposit trash in the dumpsters and not on the grounds or leave trash bags on patios, balconies or by front doors.

**10. Soliciting.** Door-to-door soliciting is not permitted in the community. Please notify MANAGEMENT if a solicitor is on property.

**11. Water Heaters.** Water heater rooms off patios or other rooms is not intended for storage of flammable products, paper products, or tightly packed items due to fire hazards. The top of all water heaters near the vent pipe shall be kept clear at all times. RESIDENT(S) will be liable for all damages if a fire occurs due to items stored near the water heater or in the water heater room.

(RESIDENT'S initials   N/G )

**12. Automobiles/Boats/Recreational Vehicles.** The following policies are in addition to those in the Rental Agreement, and may be modified by the additional rules in effect at the Community at any given time:

- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Rental Agreement or these Community Policies, in the sole judgment of MANAGEMENT, will be towed at the vehicle owner's expense after proper notice has been placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property.
- Any major repair involving the change of any component of the vehicle that shall take longer than two hours or involve the flow of any substance such as grease, oil, fuel, coolant, or other liquid is prohibited.
- No recreational vehicles, boats, campers or trailers may be parked on the premises.

**13. Commercial Vehicles.** RESIDENTS or guests shall not park commercial motor vehicles or trailers on the property. Commercial vehicles are defined as provided by Florida Statue S320.01 pertaining to trailer subsection 4; trucks, subsection 9; motor vehicles with a net weight of 5,000 lbs. or less, or which is designed to use principally for the carriage of goods and includes motor vehicles to which has been added a cabinet back, a platform, rack or other equipment for the

purpose of carrying goods other than personal effects of passengers; heavy truck per subsection 10 with the same parameter as truck, except to include vehicle weight of more than 5,000 lbs; or any vehicle which displays advertisement on the outside of the vehicle. MANAGEMENT and RESIDENT(S) agree any violation of this addendum shall result in posting a Seven Day Notice to Cure, per Florida Statute S83 and that any violation on the part of a guest of the RESIDENT shall result in the same. The RESIDENT and MANAGEMENT also agree that failure to abide by the Seven Day Notice to Cure shall result in the termination of the Rental Agreement by MANAGEMENT as provided in Florida Statute S83, by posting Seven Day Notice to Vacate. RESIDENT and MANAGEMENT agree if this addendum and the Rental Agreement are in conflict, this addendum shall govern and rule.

(RESIDENT'S initials   N/G )

**14. Fire Hazards.** In order to minimize fire hazards and comply with city ordinances, RESIDENT(S) shall comply with the following:

- RESIDENT(S) and guests will adhere to the Community Policies, and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- No unattended open flames, including candles are permitted.
- NO BARBECUING ALLOWED ANYWHERE ON THE PROPERTY EXCEPT IN DESIGNATED AREAS. Grills, barbeques, and any other outdoor cooking or open flame devices will be used only on the ground-level and will be placed a minimum of ten (10) feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- Constant adult supervision of the barbeque is required. This would include the period of time after the barbecue while hot coals are cooling down.
- A ready source of water for extinguishment is made available (garden hose) in the event of a fire or a spill of hot coals.
- Fireplaces: No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in any dwelling, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

(RESIDENT'S initials   N/G )

**15. Balcony and Patio.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. Television, radio antennas or other foreign material shall not be affixed to any building, carport, window, fence or any part of the grounds as may be viewed from the exterior. RESIDENT shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

**16. Satellite Dishes/Antennas.** RESIDENT(S) may install a satellite dish inside the dwelling only in a space where resident has exclusive control. This includes the balcony or patio areas that are entirely within the leased space, as long as it doesn't extend out beyond the area of exclusive control. Installations that cause damage to the property are prohibited. Installation requiring attachment is prohibited, including drilling holes into exterior walls and puncturing the railing. Permitted installations include the use of a tripod on the ground floor patios and upper floor balconies. Use of a tripod is recommended. Satellite dishes must be less than one meter, 39.7" in diameter. By electing to install a satellite dish, RESIDENT agrees to hold MANAGEMENT and its principals, agents and assigns harmless from any and all injury to persons or property, claims, causes of action and demands arising from installation.

(RESIDENT'S initials   N/G )

**17. Waiver/Severability Clause.** No waiver of any provision herein, or in any Community Policies, shall be effective unless granted by MANAGEMENT in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Rental Agreement or any other addenda to the Rental Agreement.

RESIDENTS and their guests shall comply with and conform to all applicable laws of the State of Florida and all by-laws, ordinances, rules and regulations of the City and Town within which the leased premises are situated and shall hold MANAGEMENT harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance.

The above policies are designed to protect the premises and to set standards for the convenience of all residents. We hope you will understand their necessity and that we may count on your cooperation. Violation of these Community Policies shall constitute grounds for immediate termination of the Lease Agreement at the option of MANAGEMENT.

RESIDENT(S) SIGNATURE(S):



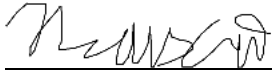
**Signed by Steven Tolbert**

Sat Jun 15 2019 01:37:41 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019

12:53 AM EDT

Nicholas Gustafson (Resident)

Date

, Manager



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:43:19 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:01 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

Nicole Satterfield (Resident)

Date

## CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Management and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
5. Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S.13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non- compliance. It is understood that a **single violation shall be good cause for immediate termination of the lease** under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, **proof of violation shall not require a criminal conviction**, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED THIS DAY BETWEEN MANAGEMENT AND RESIDENT.



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:37:47 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019

12:54 AM EDT

Nicholas Gustafson (Resident)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:43:27 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:06 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

Nicole Satterfield (Resident)

Date



## HURRICANE SHUTTER ADDENDUM

THIS ADDENDUM was made and entered into the **June 15, 2019** by and between **Villas at Quantum Lakes, Inc.**, (hereinafter referred to as "MANAGEMENT") and **Steven Tolbert, Elizabeth L. Thomas, and Nicholas Gustafson** (hereinafter known as "RESIDENT"), and it is hereby agreed to and acknowledged as to the following.

1. The hurricane shutters are stored in the apartment and all parts necessary for installation of such shutters have been provided. The RESIDENT(S) agrees to accept the duty of installing hurricane shutters, at the time a **HURRICANE WATCH** is issued by the appropriate governmental authorities. IF RESIDENT SO CHOOSES. The RESIDENT(S) agrees that he or she has the ability to install such hurricane shutters or will hire a person or entity that has the ability to install hurricane shutters if they so choose.
2. The RESIDENT(S) waives any liability or duty on the part of the MANAGEMENT in the event that RESIDENT(S) should not install and/or choose not to install the hurricane shutters and damages occurs to their person or personal property. RESIDENT(S) agrees to indemnify MANAGEMENT for any and all claims arising from the shutters, including any legal fees, due to installation or non-installation of the hurricane shutters.



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:37:51 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019  
12:54 AM EDT

Nicholas Gustafson (Resident)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:43:33 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:11 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date

## INSURANCE ADDENDUM

This Addendum is attached to and becomes a part of the Rental Agreement. For the duration of the Agreement, RESIDENT(S) is required to maintain and provide the following minimum required insurance coverage:

- \$100,000.00 Limit of Liability for Resident's legal liability for damage to the management's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, falling objects and collision with vehicles. ("Minimum Required Insurance").

Resident is required to furnish Management with evidence of Minimum Required Insurance prior to occupancy of rented premises and at the time of each rental renewal period. If at any time Resident does not have Minimum Required Insurance, Resident is in breach of the Rental Agreement and Management shall have, in addition to any other rights under the Rental Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Rental Agreement, then nothing more is required. If Resident does not maintain Minimum Required Insurance, the insurance requirement of this Rental Agreement may be satisfied by Lessor, who may schedule the Resident's unit for coverage under the Landlord Required Legal Liability insurance policy ("LRLI"). The coverage provided under the LRLI will provide the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the LRLI coverage (premium and administrative fee) shall be charged to Resident by the Lessor. Some important points of this coverage, which Resident should understand are:

1. LRLI is designed to fulfill the minimum insurance requirement of the Rental Agreement. Lessor is the Insured under the LRLI. Resident is not the Insured under the LRLI policy.
2. LRLI coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRLI covers the Resident's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
3. Coverage under the LRLI policy may be more expensive than the cost of Minimum Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Required Insurance under this Rental Agreement.
4. Licensed insurance agents may receive a commission on the LRLI policy.
5. The total cost to the Resident for the Lessor obtaining LRLI coverage shall be **ten dollars (\$10.00)** per month. This can include any premium or other taxes and fees due to state governing bodies.

Scheduling under the LRLI policy is not mandatory and Resident may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice at any time and coverage under the LRLI policy will be terminated by the Lessor.

RESIDENT(S) SIGNATURE(S):



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:37:57 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019  
12:55 AM EDT

Nicholas Gustafson (Resident)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:43:43 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:16 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date

## PET ADDENDUM

This agreement is attached to and becomes a part of the Rental Agreement dated **June 15, 2019** between **Quantum Lake Villas**, Management and **Steven Tolbert, Elizabeth L. Thomas, and Nicholas Gustafson**, Residents.

In consideration of the payment of **\$0.00** nonrefundable fee by the Resident, Management agrees to permit the Resident to keep pet(s) as indicated below at **2744 Quantum Lakes Drive, Boynton Beach, FL 33426** the pet(s) described below.

**FEES: The nonrefundable fee must be paid before the pet(s) occupies your apartment home.**

<b>NO PETS HAVE BEEN AUTHORIZED AT THIS TIME.</b>
---

**RESTRICTIONS AND RULES:** RESIDENT(S) is responsible for pet's actions at all times. RESIDENT(S) agrees to abide by the following rules:

1. The pet type must be accepted by MANAGEMENT.
2. Dog breed restrictions include **Rottweiler, Pit-Bull Terrier, Presa Canario, Doberman Pinscher, American Staffordshire Terrier, Bull Terrier, and Chow Chow.**
3. MANAGEMENT must have photograph of the pet for verification and identification purposes.
4. MANAGEMENT must have current veterinary and shot records, which indicate the breed of the dog and verification that shots are complete and up to date.
5. All pets are restricted from the swimming pool areas, recreational areas, offices, clubhouses and other apartments.
6. Animal waste is a danger to health and sanitation. All pet owners are required to clean up after their pet.
7. Property has designated pet walk areas, which are specifically set aside for pets to exercise and for relief.
8. All pets are subject to local noise ordinances and are not to disturb other residents whether inside or outside the dwelling.
9. Temporary or visiting pets are not allowed.
10. Pets may not be tied outside of the apartment or left unattended on the patios or balconies.
11. Pet food dishes must be stored inside the apartment at all times.
12. RESIDENT agrees that only the pet described in the registration portion of this Pet Addendum will occupy the premises. No additional or different pet is authorized under this Agreement.
13. When the pet is outside the apartment, the pet shall be kept on a leash and under RESIDENT(S) supervision at all times.
14. If the pet rules are not complied with, MANAGEMENT shall be compelled to request that the pet be permanently and immediately removed from the premises.

- 15. Liability of Damages, Cleaning, Etc.:** RESIDENT shall be liable for the entire amount of all damages caused by such pet and all cleaning, exterminating, and deodorizing required because of such pet. This applies to carpets, doors, walls, wallpaper, windows, screens, blinds, furniture, appliances and any other part of the community including landscaping. If such items cannot be satisfactorily cleaned or repaired, RESIDENT must pay MANAGEMENT for complete replacement of same. Payment for damages, repairs, cleaning, replacements, etc., shall be due immediately upon demand. RESIDENT shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet. Resident shall indemnify MANAGEMENT for all costs of litigation and attorney's fees resulting from same.

**Resident Acknowledgement:** RESIDENT acknowledges no pets will reside in the dwelling. To add a pet, RESIDENT will need to obtain written authorization from MANAGEMENT.

**NO PET(S):**



*N/G*

(Resident Initials)

**RESIDENT(S) SIGNATURE(S)**

Realty Services Corp. dba Residential Realty Services Corp



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:38:06 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:21 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:43:56 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date

*Nicholas Gustafson*

6/15/2019  
12:56 AM EDT

Nicholas Gustafson (Resident)

Date

MANAGEMENT USE ONLY	
Received, add	<input checked="" type="checkbox"/>
Photograph(s) Received	<input type="checkbox"/>
Copy of Current Shot Record	<input type="checkbox"/>
Breed Verification Received	<input type="checkbox"/>
Reviewed Pet Rules	<input type="checkbox"/>

## RECEIPT OF KEYS

The following keys were given prior to occupancy of apartment:

KEYS			
2	DOOR	0	GYM
2	MAIL	1	POOL

### RESIDENT(S) SIGNATURE(S)

Realty Services Corp. dba Residential Realty Services Corp



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:38:15 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:34 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:44:05 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



6/15/2019  
12:57 AM EDT

Nicholas Gustafson (Resident)

Date

### Note:

All keys must be turned in upon vacating the apartment. A **\$50.00** charge will be accessed if locks need to be changed due to all keys not being returned.

All gate remotes must be returned upon vacating the apartment. Upon failure to return such remotes, a **\$0.00** charge per remote will be accessed.

All garage remotes must be returned upon vacating the apartment. Upon failure to return such remotes, a **\$50.00** charge per remote will be assessed.



## UTILITY & SERVICES ADDENDUM

This agreement is an addendum to that certain Rental Agreement dated **June 15, 2019** (the "Agreement") by and between **Villas at Quantum Lakes, Inc.** as "MANAGEMENT" and **Steven Tolbert, Elizabeth L. Thomas, and Nicholas Gustafson** (the "RESIDENT") for **2744 Quantum Lakes Drive, Boynton Beach, FL 33426**. The parties hereto acknowledge and agree to the following:

Utility	Billed by Utility or Service Provider	Billed by Management			
		Sub-Meter	Allocation Method Based on 50% per Occupant/50% per Sq.Ft.	Allocation Method Based on Sq.Ft. of Apartment	Flat Fee
Water and Sewer			<b>X</b>		
Gas	<b>X</b>				
Electric	<b>X</b>				
Trash					\$9.00
Pest Control					\$1.00

1. RESIDENT must transfer the utilities specified in the chart above into RESIDENT's name per the terms and conditions of the Agreement.
2. MANAGEMENT has contracted with an independent third-party billing service provider to allocate master-metered usage each month for each apartment and to prepare monthly statements for the amount attributable to RESIDENT's apartment per the Allocation Method(s) specified above. In the event a meter reading system at the Apartment Community malfunctions or becomes nonfunctional and MANAGEMENT thus does not receive a master meter bill or a correct master meter bill from the applicable utility provider. RESIDENT will receive an estimated bill based on a formula using the square footage of the premises and/or the number of occupants identified in the agreement. MANAGEMENT is responsible for paying the master-metered costs and will be responsible for paying any penalties, late fees or interest pertaining to the master-metered utility accounts. RESIDENT may request to examine the master-metered bills during regular business hours. RESIDENT acknowledges receipt of written notice of the payment/allocation method(s) to be used by MANAGEMENT for determining Utility usage. All utility related charges assessed to MANAGEMENT may be used to calculate the amount charged to each resident, including, but not limited to, storm water charges, utility related charges contained on tax bills, and all charges contained on the utility bills received from the local utility.

### The following provisions apply to all Apartments:

- A. RESIDENT's monthly utility bill may include the following charges, as applicable, in addition to your usage charges:
  - a. A monthly Administrative Service Fee equal to 9% of the total billable water/sewer charges split evenly among the occupied apartments. The administrative service fee are the costs of calculating usage allocation and for formulating and mailing out RESIDENT bills.
  - b. A base charge fee as assessed to MANAGEMENT by the Utility provider.
  - c. A nonrefundable account set-up/activation fee of **\$3.50**.
- B. RESIDENT's payment of utilities and services is considered additional Rent and is due and payable in compliance with the terms of the Agreement.
- C. Any utility and services bill amounts unpaid and due at RESIDENT's move-out or termination of the Agreement, and RESIDENT's last month's Rent charges, may be deducted from RESIDENT's security deposit subject to applicable State law.
- D. The third-party billing service provider, or utility charges and/or related fees may change during the term of the Agreement. MANAGEMENT will provide RESIDENT at least thirty (30) days' prior written notice of any such changes(s).

RESIDENT ACKNOWLEDGES THAT HE/SHE/THEY HAVE READ THIS ADDENDUM AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



**Signed by Steven Tolbert**

Sat Jun 15 2019 01:38:21 AM EDT

Key: 447A97F8; IP Address: 104.183.102.64

Steven Tolbert (Resident)

Date



6/15/2019  
12:57 AM EDT

Nicholas Gustafson (Resident)

Date



**Signed by Elizabeth L. Thomas**

Sat Jun 15 2019 01:44:33 AM EDT

Key: 4F16DE0C; IP Address: 104.183.102.64

Elizabeth L. Thomas (Resident)

Date



**Signed by Nicole Satterfield**

Mon Jun 17 2019 11:13:41 AM EDT

Key: 996B2A99; IP Address: 99.135.11.42

(Manager)

Date