

## **SIX MONTH RESIDENTIAL LEASE AGREEMENT**

THIS LEASE (the "Lease") dated this 28 day of May, 2022

BETWEEN:

**JAY JOSS KLAVANS**

(the "Landlord")

- AND -

**EMMA SUZANNE SONSKY**

(the "Tenant")

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

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

### **Leased Property**

1. The Landlord agrees to rent to the Tenant the room, municipally described as 9310 SOUTHAMPTON PL BOCA RATON, FL 33434 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord.
4. The Tenant may keep pets in or about the Property. The Landlord may revoke this privilege upon thirty (30) days' notice.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
6. Smoking is prohibited on the Property. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.

7. Vaping is permitted on the Property. The Tenant will be responsible for all damage caused by vaping including, but not limited to, residues, burns, and odors.
8. Door Access code will be provided to Tenant for Front Entry Door & Tenants Bedroom door.
9. Tenant understands and acknowledges that the property is monitored and recorded by audio and video cctv in all common areas of the home.

## **Term**

10. The term of the Lease is SIX Months commencing at 12:00 noon on Jan 1, **2023** and continuing on a every six month basis until the Landlord or the Tenant terminates the tenancy after the agreed first six months.
11. Notwithstanding that the Tenant is entitled to possession of the Property at 12:00 noon on Jan 1, **2023**.
12. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Florida (the "Act"). The tenant agrees this lease will be void if a verbal or physical altercation arises between the tenant and the landlord or other tenants that reside in the house, that can not be mediated and/or resolved by a third party. If such an event was to occur, the tenant will be provided a three day notice to vacate the property.
13. The tenant agrees this lease will be void if the tenant removes, alters, destroys, sells any personal property of the landlord or of another tenant in the home with out prior consent. If such an event was to occur, the tenant will be provided an immediate notice to vacate the property.

## **Rent**

14. Subject to the provisions of this Lease, the rent for the Property is **\$950.00** per month (the "Rent") with a **\$950** security deposit.
15. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord via zelle to 954-451-6886 or at such other place as the Landlord may later designate by check.
16. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
17. If the rent is not paid by the 5th of the month a \$50 late fee will apply.

## **Inspections**

18. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

19. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

### **Tenant Improvements**

20. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

### **Utilities and Other Charges**

21. All utilities are included with the rent including electric, water, trash and internet.

### **Insurance**

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
23. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

### **Attorney Fees**

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

### **Governing Law**

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

### **Severability**

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

### **Amendment of Lease**

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

### **Assignment and Subletting**

29. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by the Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, will be void and will, at the Landlord's option, terminate this Lease.

### **Damage to Property**

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

### **Care and Use of Property**

31. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
32. The Tenant will not engage in any illegal trade or activity on or about the Property.
33. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
34. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
35. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

36. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

### Rules and Regulations

37. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

### Address for Notice

38. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a. Name: **EMMA SUZANNE SONSKEY**

b. Phone: **561-859-2393**

39. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: JAY JOSS KLAVANS.

b. Address: 23123 State Rd 7 suite 215.

The contact information for the Landlord is:

c. Phone: (954) 451-6886.

### General Provisions

40. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
45. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

46. The Tenant will be charged an additional amount of \$50.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
47. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
48. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
49. This Lease constitutes the entire agreement between the Parties.
50. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
51. Time is of the essence in this Lease.

IN WITNESS WHEREOF **EMMA SUZANNE SONSKY** and **JAY JOSS KLAVANS** have duly affixed their signatures on this 28 day of May, 2022

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**JAY JOSS KLAVANS**

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**EMMA SUZANNE SONSKY**