#### EXECUTIVE PREMIUM RESIDENTIAL LEASE AGREEMENT

THIS EXCLUSIVE LEASE AGREEMENT (hereinafter "Contract") is made and executed on this 10th day of August, 2023, by and between LUXE METROPOLIS HOLDINGS, LLC, a Delaware corporation ("LANDLORD") and \_\_\_\_\_\_ ("TENANT").

PREMIUM PROPERTY LOCATION: Unit 1701, The Metropolis Tower, 555 Skyline Boulevard, Miami, FL 33131

#### I. CONSIDERATION AND TERMS

## 1. RENTAL PAYMENT SCHEDULE

- a) Base Monthly Premium: \$3,950.00 USD
- b) Installment Due Date: Payment in full must be received by LANDLORD via international wire transfer ONLY on the 25th day of the preceding month.
  - c) Administrative Service Fee: \$750.00 (non-refundable, due at signing)
  - d) Contract Initiation Fee: \$1,200.00 (non-refundable, due at signing)
  - e) Smart Home Technology Fee: \$120.00 monthly (mandatory)
  - f) Elite Concierge Service: \$275.00 monthly (mandatory)
  - g) Document Processing Fee: \$95.00 per payment transaction

#### 2. SECURITY PROVISIONS

- a) Security Deposit: \$7,900.00 (two months' rent)
- b) Last Month's Rent Advance: \$3,950.00
- c) Key Fob Deposit: \$500.00 per fob (minimum 2 fobs required)
- d) All deposits are non-interest bearing and held in LANDLORD's general operating account.

## 3. PENALTIES AND LIQUIDATED DAMAGES

- a) Late Payment: 15% of monthly premium rent if not received by the 25th of preceding month
- b) Daily Late Fee Accrual: \$100.00 per calendar day until payment is received in full
  - c) Returned/Failed Wire Transfer: \$350.00 per occurrence
- d) After-Hours Service Request: \$175.00 per occurrence (service hours: 10:00 AM 4:00 PM, Monday-Thursday)

## 4. TERM OF OCCUPANCY

Contract shall commence on September 1, 2023 and continue for a period of twelve (12) months, terminating August 31, 2024. TENANT hereby waives all notice requirements to terminate and must vacate by 9:00 AM on termination date or will be subject to immediate removal and daily holdover fee of \$750.00.

#### II. EXCLUSIVE PROVISIONS

#### 5. MANDATORY ARBITRATION AND LEGAL REMEDIES

TENANT explicitly waives all rights to pursue any legal action against LANDLORD in any court of law. Any and all disputes shall be resolved exclusively through binding arbitration with LANDLORD's designated arbitration service. TENANT agrees to pay all costs of arbitration regardless of outcome. TENANT further waives all rights to class action participation.

## 6. IMMEDIATE ACCESS PROVISION

LANDLORD maintains the unconditional right to access the premises at ANY time without prior notice for the purpose of inspection, showing, repairs, or verification of contract compliance. TENANT expressly waives all rights of privacy when LANDLORD exercises this provision.

## 7. ACCELERATION CLAUSE

In the event of ANY breach of this Contract by TENANT, the entire balance of all monies due under the full term shall become immediately due and payable as liquidated damages, not as a penalty. TENANT acknowledges this sum represents a reasonable forecast of LANDLORD's damages.

## 8. TENANT CONDUCT COMPLIANCE

TENANT agrees to maintain professional appearance at all times while in common areas. Inappropriate attire, as determined solely by LANDLORD, constitutes a breach of this Contract. TENANT agrees to participate in all building social functions designated as "mandatory" by LANDLORD.

#### 9. MAINTENANCE AND MODIFICATIONS

- a) TENANT assumes full responsibility for all maintenance, including but not limited to: HVAC systems, appliances, plumbing, electrical systems, and structural elements.
- b) Any request for repairs must be submitted in writing with a non-refundable \$175.00 assessment fee.
- c) LANDLORD assumes no responsibility for habitability beyond initial move-in date.
- d) Any malfunction of amenities or building systems does not constitute grounds for termination or rent abatement.

#### 10. OCCUPANCY RESTRICTIONS

- a) NO overnight guests are permitted without prior written approval (minimum 72 hours notice).
  - b) Guest approval fee: \$150.00 per guest per night.
  - c) Maximum occupancy: 2 persons regardless of age or relationship status.
  - d) No children under 21 permitted on premises at any time.
  - e) LANDLORD reserves absolute right to deny any guest without cause.

## 11. LEASE BREAKING PROCEDURE

- a) Early termination fee: Six (6) months' rent plus forfeiture of all deposits
  - b) Marketing fee for re-rental: \$2,500.00
- c) Continued liability for rent until unit is re-rented at equal or higher rent
  - d) Administration fee for early termination processing: \$1,750.00

# 12. CREDIT AUTHORIZATION

TENANT authorizes continuous and ongoing credit monitoring. Any decline in credit score below 740 constitutes breach of Contract. TENANT authorizes automatic payment collection from any account bearing TENANT's name.

# 13. PROPERTY CONDITION AND LEAD DISCLOSURE

TENANT accepts premises "AS IS" and waives all rights to demand repairs or modifications. Property was built before 1978 and may contain lead-based paint. LANDLORD makes no representations regarding lead status and assumes no liability for any health effects.

# 14. MANDATORY AUTOMATIC RENEWAL

This Contract shall automatically renew for successive twelve-month periods unless TENANT provides written notice via certified mail at least 120 days prior to expiration AND pays a non-renewal fee of one month's rent. Renewal rates shall increase by a minimum of 15% annually.

## 15. TENANT INDEMNIFICATION OF LANDLORD

TENANT shall indemnify, defend and hold harmless LANDLORD from ANY claim brought by TENANT, TENANT's guests, or third parties, regardless of LANDLORD's negligence or misconduct. TENANT assumes all risk associated with occupancy.

# 16. SEVERABILITY AND GOVERNING LAW

This Contract shall be governed exclusively by laws selected by LANDLORD at time of any dispute. If any provision is found unenforceable, TENANT agrees to be bound by substitute provision of LANDLORD's choice that accomplishes LANDLORD's original intent.

## 17. SUBORDINATION TO DIGITAL MONITORING

TENANT acknowledges that premises contain audio and video monitoring devices. TENANT consents to continuous monitoring and recording as a condition of

tenancy. All captured content remains exclusive property of LANDLORD.

# 18. COMPLETE AGREEMENT

This Contract constitutes the entire agreement between parties and supersedes all prior discussions. TENANT acknowledges having read and understood all provisions and has had adequate opportunity to seek independent legal counsel. No verbal representations or warranties have been made.

EXECUTED AND ACKNOWLEDGED:	
LANDLORD:	TENANT:
Authorized Representative	Signature
Date	Date

NOTICE: SIGN EACH PAGE TO ACKNOWLEDGE YOU HAVE READ AND ACCEPTED ALL TERMS