

**ADDENDUM TO RESIDENTIAL LEASE AGREEMENT  
PROMOTIONAL DISCOUNT**

Date: 02/29/2020

By and between Fontainebleau Milton Apartments/United Property Management, Inc. (hereinafter designated as "lessor/owner"), and Sree Vishnu Suragowni (hereinafter designated as a LESSEE(S) "RESIDENT").

**WITNESSETH:**

That the LESSOR and the LESSEE hereby mutually agree that there will be a Promotional Discount in the amount of \$1374.34 which will be credited against rent on the above-mentioned contract as follows:

- ☒ \$1,316.00 amortized through term of the lease
- ☒ \$58.34 off the first month's rent.
- ☐ \$0.00 off the last month's rent.

Monthly net rent will be \$1,692.00.

This allowance is subject to LESSEE fulfilling the term of this Lease. Should this Lease be terminated for any reason, prior to the expiration date, the LESSEE agrees that all discounts are due and payable to LESSOR/LANDLORD. This paragraph is not applicable where resident(s) has previously signed the early termination addendum depicting his/her option to pay the two month early termination fee, pursuant to F.S. 83.595(4).

**United Property Management, Inc.**

**LESSEE/RESIDENT:**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

**AGENT FOR LESSOR/OWNER:**

\_\_\_\_\_  
Owner/Agent Name

\_\_\_\_\_  
Owner/Agent Signature

Community: Fontainebleau Milton Apartments

Address: 9591 Fontainebleau Blvd. # 503, Miami, FL 33172

<sup>1</sup> *Sree Vishnu Suragowni*      <sup>2</sup> *Liliana Cancino*

# UNITED PROPERTY MANAGEMENT, INC

APARTMENT #:	DATE OF LEASE	MONTHLY RENT	INITIAL LEASE TERM
591 0503	02/24/2020	\$1880.00	Beginning: <u>02/29/2020</u>
MARINA RENTAL	STORAGE RENTAL	PARKING RENT	Ending: <u>09/28/2020</u>
\$0.00	\$0.00	\$0.00	
SECURITY DEPOSIT	PRORATE RENT	PET FEE/DEPOSIT	KEY DEPOSIT
\$99.00	\$58.34	\$0.00 / \$0.00	\$0.00
			PREPARED BY Liliana Cancino

## RESIDENT(S)

Sree Vishnu Suragowni

## LANDLORD:

**United Property Management, Inc.**

As Agent for Owner

## LANDLORD'S ADDRESS:

8730 N.W. 36<sup>th</sup> Avenue

## NAME(S) OF OCCUPANTS:

Haseeba Shaik

Miami, FL 33147

## APARTMENT ADDRESS:

9591 Fontainebleau Blvd. # 503  
Miami, FL 33172

**LANDLORD hereby leases and RESIDENT(S) agrees to lease the above describe Apartment upon the Terms and Conditions stated in this Residential Lease Agreement:**

**1. RENT:** The total monthly rent is payable in advance and is due on or before the first (1st) of each month. Time is of the essence; Rent payments **MUST BE** paid using Landlord's online payment site (the resident online portal), or by using an online electronic payment system approved by the landlord, i.e., MoneyGram online. Rent payments will only be accepted in the leasing office if Landlord's online payment site (resident portal), or online electronic payment systems are unavailable. Payments may NOT be made in cash, money order or cashier's check, unless specifically requested by the landlord. Rent received after the close of business on the third (3rd) day of the month in which it is due must include an additional rent charge of 10% for failure to pay the rent on time. This covenant also applies to month to month tenancies; however, we reserve the right to refuse payment three days after we serve you with demand for rent or possession as provided for in Florida Statutes, plus any accrued additional rent charge. Month to month charges/fees are deemed additional rent. Parcel and package locker/room charges/fees are also deemed as additional rent. Resident acknowledges water is deemed rent and all payments for water shall be made payable to the water company or paid electronically on the landlord's online payment site (resident portal.) Water payments must be received by or before the first (1st) day of the following month. Resident agrees to pay such water usage and a late payment of 10%, if applicable, as additional rent. All payments remitted by resident will be applied pursuant to generally accepted accounting principles and at landlord's discretion, including but not limited to rent payments, additional rent payments, water payments, payments for damages, parking rent, storage rent, etc.

If resident remains in possession of the apartment after the expiration of the lease agreement with landlord's approval, and resident does not sign a new lease agreement, resident shall be considered a month to month tenant. As a month to month tenant landlord can charge market rate, which increases as the market increases, plus month to month rent costs hereby deemed rent, or landlord may charge double the rent pursuant to Florida Statutes 83.58, whichever option landlord chooses. In addition, if resident fails to pay month to month rent on or before the third (3rd) of each month resident will incur an additional rent charge of 10% for failure to pay their rent on time. Month to month tenancies will not be prorated, the full month's rent is payable in advance pursuant to Florida Statute 83.46 (2).

The first full month's rent shall be paid before you occupy the apartment. However, if the beginning term commences on a day other than the first day of the month of your lease, the following month shall be the month that is pro-rated.

- (a) If your rent payment is dishonored, returned by the bank, or if your electronic payment is rejected, it must be made good by immediately making the rent payment in the leasing office with a certified or cashier's check, or money order using. To this there shall be added a charge of fifty (\$50.00) dollars to cover bank costs/ rejected electronic payment fees, plus an additional rent charge of 10% for failure to pay the rent on time. The additional rent, bank fees/rejected electronic payment fees, and eviction/processing fees if incurred, shall be deemed additional rent and shall be collected in the same manner as rent.
- (b) Parking fees will be deemed additional rent and shall be collected in the same manner as rent.
- (c) Storage payments may be collected pursuant to Florida Statutes.
- (d) Transfer fees and damages will be deemed additional rent and shall be collected in the same manner as rent.
- (e) Electric/Utility charges will be deemed additional rent and shall be collected in the same manner as rent.
- (f) All covenants pertaining to rent survive the expiration of the agreement.

**2. UTILITIES:** You must obtain electric service for your apartment, if separately metered. We are not liable for any interruption or malfunction in service of any utility due to any cause. You may not occupy your apartment without electric service.

**3. OCCUPANCY:** Only those persons whose names appear on this lease may occupy the apartment. No other persons may occupy the apartment for more than three (3) days per month without prior written consent of the LANDLORD or its Agent. Such consent may be withheld for any reason or for no reason. There will be a charge of an additional \$100.00 per month per person in rent, for occupancy of others not on this lease. The apartment is to be used by the resident for the purpose of private housing. You further agree not to use, nor permit the apartment to be used for any illegal, immoral or improper purpose, nor to permit any disturbance, noise or annoyances whatsoever detrimental to the comfort and peace of any of the inhabitants of the premises. You may not assign this lease or sublet any portion of your apartment without our prior written consent. Such consent may be withheld for any reason or for no reason. Furthermore, resident acknowledges and agrees that it is prohibited for any resident to lease any part of the premises and/or to advertise the premises through an internet platform, i.e., Airbnb, Sonder, etc.

**4. PETS:** NO PETS MAY BE KEPT IN THE APARTMENT OR THE PREMISES WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT, AND UNLESS RESIDENT HAS EXECUTED A PET AGREEMENT AND PAID ALL PET FEES AND PET DEPOSITS. PET FEE AND PET DEPOSIT AMOUNTS ARE BASED ON CURRENT MARKET STANDARDS AND SUBJECT TO CHANGE. THE PET DEPOSIT IS IN ADDITION TO THE APARTMENT SECURITY DEPOSIT. THE PET FEE AND PET DEPOSIT(S) MUST BE PAID PRIOR TO THE PET LIVING IN THE APARTMENT. THE PET FEE/ PET DEPOSITS WILL BE CONSIDERED AS RENT AND COLLECTED AS RENT. This provision applies to those communities that accept pets, not communities with a "No Pet Policy."

RESIDENT, RESIDENT'S immediate family and persons in the apartment with RESIDENT'S consent shall be responsible for curbing and cleaning up after their pet, and properly disposing of such waste immediately. Any resident found in violation will be fined a clean-up fee of \$75.00 per incident. Said fee will be deemed as additional rent and collected as same.

**5. THERAPY, COMPANION, EMOTIONAL SUPPORT and SERVICE ANIMALS:** Resident agrees to be totally responsible for the animal's behavior in the event their animal harms any other person on the landlord's property or creates any other type of disturbance. Furthermore, resident agrees to abide to the following policies as it pertains to their therapy, companion, emotional support or service animal: The animal must be under the control of their owner at all times. Animal's behavior cannot at any time pose a threat to the health or safety of others. The animal must not disturb the rights, comforts, or quiet enjoyment of other residents, guests, or persons on the landlord's property, inside or outside the dwelling unit. The animal must be curbed in the proper designated areas. Resident will be responsible to pick up after their animal in the event they discharge urine or feces. In the event of a pest infestation (fleas, ticks, etc.) resident agrees to be responsible for pest control of their unit over and above the normal pest control provided by the landlord. Also, a current photograph of resident's therapy, companion, emotional support or service animal MUST be provided to landlord and resident agrees to follow all registration requirements.

**6. MEDICAL MARIJUANA:** Residents and occupants requiring the use of medical marijuana for an authorized medical condition, as pursuant to Federal/State/Local laws, must consume this substance in accordance to these laws, ordinances, etc. Consumption must be in the form of pills, oils, or vaporization, or as determined by law. Resident agrees that the use of medical marijuana, by them or their occupants, invitees or visitors, must be consumed in resident's apartment and not in common areas of the community. The smoking of this substance shall comply with landlord's odor policy and/or shall not disturb or disrupt other residents right to quiet and peaceful enjoyment of the premises.

**7. DEFAULT:** Upon your default in complying with this lease, our Community Policies or relevant law which provides that if the apartment is abandoned or vacated prior to the expiration of the term, we shall continue to hold you responsible for all rental losses under the lease and deficiencies will be reported to the credit bureau. In addition, management will pursue all other remedies available under the law to recover losses incurred by the breach of this lease. Losses may include, but are not limited to, unpaid rents, damages to the apartment, legal costs, etc.

**8. ATTORNEY'S FEES:** In any proceeding to enforce this lease, the prevailing party shall recover all costs and fees incurred including, but not limited to, the following: Court filing fees, process service fees, preparation and service of three-day notice, service and execution of default package including writ of possession and reasonable attorney's fees. Attorney's fees and costs incurred will be considered additional rent. Any disputes shall be governed in Miami Dade County, State of Florida.

**9. TERMINATION:** Upon termination or expiration of this lease, you agree to vacate the premises peaceably and immediately. The apartment must be left in the same condition as it was at the beginning of the lease, damage due to a reasonable wear and tear excepted. If any of your property is left in the apartment or on the premises after termination or your vacating or abandoning the apartment, or if it is put in any unauthorized area, we may remove, dispose of, or place that property in storage and charge you accordingly and you waive any claims for damages as a result of our disposal of the property. If you fail to deliver all keys and fail to move out on or before your lease termination date, you shall pay double rent until you do so. Lessee shall give 60 days' written notice to vacate prior to expiration date of lease. Failure to give the 60 days written notice to vacate, prior to termination of lease will result in one-month additional rent as liquidated damages to the landlord. In the event Lessor/Landlord elects not to renew the lease agreement, Lessor/Landlord will provide Lessee /Resident a sixty (60) days' notice that the lease will not be renewed.

**10. RENEWAL:** This agreement shall automatically terminate as of the expiration date set forth above, without notice from Lessor, unless execution of a "Renewal Addendum" by Lessee(s). If any monies are due at time of termination of this lease, and a new lease is signed, it is hereby agreed that all monies due shall be due to owner as rent or additional rent and will be collected as same.

**11. NOTICES:** Any notices from us to you shall be deemed delivered when deposited at the post office, to your apartment, postage prepaid, regular or certified mail, return receipt requested, personally handed to you or anyone in your apartment or left at your apartment in your absence by posting or any other form. Any notice from you to us shall be deemed delivered when deposited at the post office, addressed to our office, postage prepaid, certified mail, return receipt requested. The person designated as the "Manager" is the person authorized to act on our behalf.

**12. RIGHT TO ENTER:** We shall have the right to enter your apartment for inspection, extermination, maintenance and repair during reasonable hours, at any time in an emergency, or as provided otherwise by law.

**13. REPAIR AND MAINTENANCE:** You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed, to by you and us in writing. You are responsible for the removal of trash and garbage from your apartment and kept in a clean and sanitary manner. Damages to lock/ keys, lost or damaged by you will be repaired and/or replaced by us at your expense. We shall maintain air conditioning and heating equipment, although you must pay for any repair occasioned by your misuse or neglect. You must check your smoke detectors weekly, replace the battery if applicable, to ensure that they are working properly. You must change your A/C filters monthly, or more often if required, please contact the leasing office to find out the location where you get the a/c filters. Storing items in the a/c closet is strictly prohibited. Stored items may damage the a/c system. You shall use plumbing fixtures and facilities, electric systems and other mechanical systems in the manner designed. Any and all damages caused by you or your family or invitees to the apartment or the premises, whether by misuse, neglect, accident, intentionally or otherwise, will be corrected, repaired, or replaced at your expense, as additional rent to be paid immediately. You agree to immediately notify us in writing of any needed maintenance or repair.

**14. ALTERATIONS:** You shall not make alterations, or additions nor install or maintain in the apartment, or any part of the premises, any fixture, appliance, devices or signs without our written consent, which may be withheld for any reason or no reason unless prohibited by law. Any alterations, additions or fixtures, which are made after you have received our written consent, shall remain a part of the apartment, unless we specifically agree otherwise. Any costs associated with any alteration, device, etc., including but not limited to permit fees, liens, or fines will be the responsibility of the resident(s). Said costs will be deemed additional rent and collected as same. A permit deposit will be required on any alteration, work, installation, etc. requiring a permit. The permit deposit will be refunded once the permit is finalized and closed (This is the resident's responsibility and resident must show proof of this to landlord.)

**15. REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse landlord promptly in the amount of the loss, property damage or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, Resident's agents, invitees, family or guests, Resident shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Landlord. Landlord's failure or delay in demanding damage reimbursement, late-payment charges, returned check charges or other sums due from resident, shall not be deemed a waiver thereof; and landlord may demand same at any time, including move-out. IT IS UNDERSTOOD AND AGREED THAT LANDLORD MAY AT ANY TIME AND FROM TIME TO TIME DEDUCT DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE PAYMENT CHARGES AND/OR RETURNED CHECK CHARGES, OR ANY PORTIONS THEREOF, FROM RESIDENT'S SECURITY DEPOSIT, WITHOUT WAIVER OR ANY OTHER RIGHTS OR REMEDIES OF LANDLORD.

**16. LIABILITY:** We shall not be liable for any damage, loss or injury to persons or property occurring within your apartment or upon the premises whether due to our action or inactions, or from any other cause whatsoever. We make no representation of any kind to protect you or anyone else, your property or anyone else's property from the negligent or criminal acts of others. You are responsible for all liability insurance coverage on your apartment and, with respect to your family, licensees or invitees, agree to save and hold us harmless and indemnify us from any liability. WE STRONGLY RECOMMEND THAT YOU SECURE YOUR OWN INSURANCE

TO PROTECT YOURSELF FROM ALL SUCH OCCURRENCES. Landlord is not responsible for any damage that may result from any acts of God. **\*SEE ATTACHED SECURITY DISCLOSURE STATEMENT**

**17. FIRE AND CASUALTY:** Fire Protection is available on the premises. If your apartment becomes uninhabitable because of fire, explosion, or other casualty, we may at our option, terminate this Lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this Lease shall terminate. If we do elect to repair the apartment, and if the damage is not due to your negligence, this rent shall be abated during the time you cannot occupy the apartment. Nothing shall be used or kept in or about your apartment that would in any way affect the terms and conditions of our fire and extended coverage policy or be a violation of law.

**18. WAIVERS:** Our acceptance of rent after knowledge of a breach of the Lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this Lease or the law. For purposes of a breach that is subsequent or continual non-compliance this waiver is not applicable. Our rights and remedies under this Lease are cumulative; the use of one or more shall not exclude or waive our rights to other remedies. Your rights under this Lease are subordinate to any present or future mortgages on the premises. You knowingly, voluntarily, and intentionally hereby agree to waive any constitutional, statutory, or common law right to demand a jury trial concerning litigation of any matters arising between you and the landlord and all affiliates. Any claims between Lessee(s), Lessee's occupants, family members or invitees and the Lessor and/or Lessor's affiliates will be brought and tried before a Judge. In addition, it is agreed that the above-stated parties knowingly, voluntarily and intentionally hereby agree to waive any constitutional, statutory, or common law right to participate in or receive money or any other relief from any class, collective, or representative proceeding.

**19. POSSESSION:** If the apartment is not ready for your occupancy on the beginning date of the Lease due to causes beyond our control, the beginning date shall be extended, but in no event more than thirty (30) days, at which time either party may terminate this Lease upon written notice to the other party. In no event shall we be liable in damages for any delays in giving you possession, but during any period that you are unable to occupy the Apartment, the rent will be abated.

**20. APPLICATION:** You promise that the information given by you in your application is true and correct. If any of it is false, we may at our option, terminate this Lease for material non-compliance. You will notify us promptly in writing of any change in the information in your application.

**21. SECURITY DEPOSIT:**

A: Before you may occupy the apartment, you must pay us the full Security deposit indicated on the face of this Lease. Your security deposit is held for the full and faithful performance of the terms and conditions of this rental agreement. The security deposit shall be returned to you upon the expiration of term of this rental agreement less any amounts permitted to be retained by this agreement or by the Florida Statutes or both. The security deposit may be applied against any physical damages to the apartment or premises caused by you, your family or invitees. This security deposit will not, at any time, be considered rent in lieu of payments during occupancy. Any rents not paid during occupancy, will be deducted from the security deposit. In the event of a breach by you of any of the terms or conditions of this rental agreement, the security deposit may be forfeited, and at our discretion, be applied to damages; but it shall in no way be interpreted as preventing us from obtaining damages or taking any other appropriate legal action for the breach of this rental agreement including, but not limited to, filing a lawsuit against you and/or reporting you to a credit bureau. Damages are not limited to physical, new rental expenses will be recognized as damages (which include, but are not limited to our costs of advertising, screening prospective tenants, exhibiting the Apartment to prospective tenants, and leasing the Apartment to them). If more than one person signs this rental agreement as resident, any security deposit required to be returned to you shall be deemed returned if it is mailed or given and made payable to any or more of the persons who signs this rental agreement as resident.

B. Your deposit is being held in an interest-bearing account with Wells Fargo Bank, a Florida banking institution. You will receive interest on your deposit at the rate of 5% simple interest to be paid annually or interest in an amount of at least 75 percent of the annualized average interest rate payable on such account, whichever is lesser.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A

CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

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

C. The following is Florida Statute 83.49 (3), which we are required to provide to you:

(3) (a) Upon the vacating of the premises for termination of the Lease, the Landlord shall have fifteen (15) days to return said security deposit, together with interest. If otherwise required, or in which to give the Tenant thirty (30) days written notice by certified mail of his intention to impose a claim thereon, at the Tenant's last known mailing address. The notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by 83.49 (3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within thirty (30) days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit."

Your objection must be sent to 8730 N.W. 36<sup>th</sup> Avenue Miami, FL 33147. Address may be changed at landlord's direction.

If the LANDLORD fails to give the required notice within the thirty (30) day period, he forfeits his right to impose a claim upon the Security Deposit.

(b) Unless the tenant shall object to the imposition of the LANDLORD'S claim, or the amount thereof, within thirty (30) days after receipt of LANDLORD'S notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and remit the balance of the deposit to the Tenant.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the Security Deposit, the prevailing party is entitled to receive his court cost, plus a reasonable fee for his attorney. The Court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and sales persons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord - tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other section of the Florida statutes.

The return of the Security Deposit is predicated upon the following:

(a) Full term of Lease has expired and all the provisions therein complied with.

(b) Written notice of your intent to vacate the Apartment and not renew the Lease is sent via certified mail or personally delivered to the manager and **a written receipt obtained** a full sixty (60) days prior to vacating this Apartment.

(c) No damage to apartment, or its contents, beyond reasonable wear and tear.

(d) No unpaid additional rent charges or pet charges or delinquent rents or damage assessments due and payable.

(e) Forwarding address and all keys left with management.

You acknowledge that the Security Deposit may not be applied as rent, agree that the full month's rent will be paid the first day of each and every month, including the last month of occupancy.

**22. COMMUNITY POLICIES:** Attached to and made a part of this Lease are our Community Policies, which we have promulgated for our mutual benefits. You agree to abide by these policies and by any changes or additions, which we may later promulgate. We shall have the right to modify, amend or add to the Community Policies whenever, in our opinion, it is necessary or advisable to do so for the purpose of safety, economy, preservation or cleanliness in the operation and maintenance of the premises, or for the safety, comfort or convenience or welfare of the Residents. You further agree that the posting of any changes to the attached Community Policies shall be sufficient to make the changes known to you.

**23. CONTROLLED ENTRANCE:** As a convenience to all Residents in the Community, LANDLORD may provide a controlled entrance. RESIDENT acknowledges that although LANDLORD may provide such controlled entrance, LANDLORD does not make any promise, guarantee or warranty whatsoever of the security or safety of RESIDENT or RESIDENT'S guest, family or belongings. It is further understood and agreed by the RESIDENT that the rent being charged to RESIDENT is not sufficient to provide complete fail-safe security services or other protective personnel or mechanism and is not sufficient to guarantee that no loss, damages or injury will occur. It is acknowledged by RESIDENT that other apartments are available at other nearby apartment complexes, which complexes may afford higher superior means of protection against loss, damage or injury that is afforded by to RESIDENT OWNER AND ITS REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS. OPERATION OR SAFETY CONCERNING THE CONTROLLED ENTRANCES OR ANY DEGREE OF PROTECTION AFFORDED TO RESIDENT BY LANDLORD.

RESIDENT hereby waives any and all claims that RESIDENT or members of RESIDENT'S family may have against LANDLORD and its agent and/or employees. RESIDENT hereby waives any and all claims as a result of incurring any bodily injury or loss or damage to RESIDENT'S property including but not limited to any claimed failure, defect or malfunction of Entrance Systems.

**24. TRESSPASSING ON PRIVATE PROPERTY:** If resident(s) are evicted or wrongfully terminate their tenancy prior to the end of the term, resident(s) shall not be permitted to return to the premises, the building, or the apartment community of which the premises are a part and will be considered trespassing on private property.

**25. CONTRACTORS:** Resident(s) shall not be permitted to contract with anyone for work that would result or could result in a lien being placed upon the premises or the apartment community of which the premises is a part.

**26. POLICIES:**

Resident(s) shall at all times during the term of this lease:

- (a) Comply with all obligations imposed on tenant by the applicable provisions of the County's / City building, housing and health codes and must comply with all state and federal laws.
- (b) Keep the premises clean and sanitary and regularly remove waste and garbage from leased premises.
- (c) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
- (d) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators.
- (d) Not destroy, deface damage, impair, misuse, or remove any part of the premises or property belonging to the landlord and not permit any person to do so.
- (e) Conduct himself/herself and require all of the persons on the premises with his/her consent to conduct themselves, in a manner that does not disturb his/her neighbors, constitute a breach of the peace or violation of any law.

**27. GUARANTOR:** In the event that this lease is being signed on behalf of a corporation, the person signing on behalf of the corporation hereby acknowledges and agrees they are signing as personal guarantor.

**28. ADMINISTRATIVE FEE:** A non-refundable administrative fee of \$295.00 shall be assessed at the end of the lease term, to be used for cleaning the carpet, range, oven, refrigerator, bathrooms and total sanitation of the entire apartment at the conclusion of the leased term. The charge is applied if no more than cleaning is necessary. In no event is it refundable or to be reduced. In the event that trash and/or furniture is left in apartment additional cost for cleaning may be deducted from the security deposit.

**29. LESSEES ARE NOT IN MILITARY:** Lessee(s) represent to Management that none of them are in the armed forces or military service of the United States of America, nor do any of them plan to enlist. In the event Lessee(s) are in the Armed Forces or military service of the United States then the Lessee(s) must advise Management and execute a 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, Marine, and Coast Guard unless otherwise agreed in writing by the parties.

**30. INTEREST:** All amounts payable by Lessee/Resident to Lessor/Landlord under this lease, or any other damages caused by Lessee/Resident during his/her/their tenancy, if not paid when due, shall bear interest from the date due until paid at a rate equal to the lessor of eleven percent (11%) per annum, compounded monthly, or the then maximum lawful rate.

**31. COLLECTION:** If Lessee owes more money than has been held in his account, the Management after issuing a proper itemized statement showing the amount owed, may pursue at its option any legal means of collection and may report this deficiency to credit agencies. Lessees waive any and all claims against management or owner for any and all damages as a result of the reporting of any such deficiency.

**32. 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 of rental, deposit, charges, address or unit

numbers, Lessee agrees that Management may cause the same to be corrected on the original Rental Agreement with a copy furnished to the Lessee, and such corrected document shall be effective retroactively from date of execution by Lessee.

**33. RECREATIONAL FACILITIES:** The swimming pool, recreational and other service facilities, if any, on the premises are for the use of the Lessee only at the discretion of management. The Lessee agrees to abide by the Rules and Regulations set forth in the Policies and Procedures and incorporated herein. 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 the Lessee, 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. Any and all use of said facilities by Lessee, guests, or occupants is solely at their own risk. The pool has inherent risks and dangers. Any person unable to comprehend said risks and dangers should be supervised by a competent person. Residents must have their resident I.D. on them at all times while using any of the common areas, marina, amenities, etc. Resident will be required to pay a \$25.00 replacement charge to replace a lost resident I.D.

**34. WI-FI ACCESS:** Resident hereby accepts the following terms and conditions regarding the use of Wi-Fi, at properties where it is offered. Any violation of said terms and conditions will be deemed a material breach of the lease agreement.

**Disclaimer of Warranties:** Landlord makes absolutely no warranties whatsoever with respect to the internet access or any other services provided hereunder, and specifically disclaims any and all warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose.

Access is provided by third parties to Landlord. Use of the Internet Access and its operation may be subject to events over which Landlord has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages. Tenant has sole responsibility for ensuring the security of its computer equipment, software and data. Landlord does not provide any security or protection against unauthorized access to tenant's computer software or data via the internet, or from viruses or other by third parties which may be committed via the internet.

**Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord from and against any and all losses, liabilities, damages, costs of suit, attorney's fees and any other expenses which may be incurred by or asserted against Landlord or its partners in connection with Tenant's use of the Internet Access.

**No Responsibility for Content.** Tenant should be aware that there may be some information on the Internet or otherwise available through the Internet Access which may be offensive, or which may not be in compliance with laws of certain jurisdictions. Landlord assumes no responsibility for the content contained on the Internet or made available by others and shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Tenant. The Landlord assumes no obligation to monitor transmissions made on the Internet Access.

#### **Use of the Internet Access.**

When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information you create is carried over Provider's System and may reach a large number of people, including both subscribers and nonsubscribers of Provider, you and other users' postings to the Internet may affect other users and may harm our goodwill, business reputation and operations. For these reasons, you violate this Policy when you engage in any of the following activities. Such violation by you constitutes a default by you under this Lease:

- \* Distribution and/or Transmission of Obscene or Indecent Speech or Materials Violation of indecency and obscenity laws can result in criminal penalties.
- \* Any violation relating to Lewd and Lascivious Behavior
- \* Spamming- Unsolicited, commercial mass e-mailing is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's subscribers.
- \* Copyright Violation- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer and can involve us in litigation and possible loss of reputation.
- \* Defamation- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against us, whose facilities were used to distribute the defamatory material.
- \* Illegal/Unauthorized Access to Other Computers or Networks- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
- \* Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

**35. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed 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. This information is provided for informational purposes pursuant to Section 404.059(8), Florida Statutes (1989).

**36. EXPRESSED AGREEMENT; SEVERABILITY:** We are pleased to rent to you the above referenced Apartment. This lease is the entire agreement between you and us and may be modified only in writing. The invalidity or enforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision of this agreement. As used in this Lease "you" means those resident(s), tenant(s) whose names appear above, and you are jointly and severally responsible. "We, Our or Us" means the LANDLORD. "PREMISES" means the entire Apartment Community, including public areas. UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU READ AND AGREE TO ALL OF ITS PROVISIONS and was executed by the RESIDENT(S) and the LANDLORD.

**37. WATER METERS:** RESIDENT is aware that LANDLORD has arranged to have a water meter installed to measure RESIDENT'S water usage and sewer charges. RESIDENT further agrees to pay for such water usage and sewer charges in addition to the rent payment owed to LANDLORD according to this lease and that the costs and billing for water usage and sewer charge shall not be considered a reduction or offset in the rental payment due LANDLORD. It is understood and agreed between LANDLORD and RESIDENT that in the event such payment is not made when due, it shall be considered a substantial default under the lease, and RESIDENT agrees that LANDLORD may bring summary proceeding for eviction as if the rent were not paid.

**38. OVER THE AIR RECEPTION DEVICES/SATELLITE DISHES:** The installation of Over the Air Reception Devices/Satellite Dishes is strictly prohibited without the prior written consent in the form of an executed ADDENDUM and all associated fees paid in advance. Installation without written approval would constitute a material non-compliance of this lease agreement.

**39. TAXES:** Resident will be responsible to pay for all Non-Ad Valorem Special Assessments. Assessments will be deemed rent and collected in the same manner as rent.

**40. ASSIGNMENT:** Resident hereby agrees that Lessor has the right to assign this lease agreement to any party, and this lease agreement and all its conditions will remain in full force and effect.

**41. ODOR CONTROL POLICY:** Resident agrees to adhere to the landlord's odor control policy. This policy is for the betterment of the community and to ensure other resident's right to peaceful and quiet enjoyment in their home.

Resident agrees not to unreasonably spread or infiltrate any offensive odors of any kind. This includes some odors, strong cooking odors, or any odor that impacts any area of the apartment community. Offensive odors seeping through walls and doors intruding, or permeating to the neighboring resident's apartments, whereby it affects their right to quiet enjoyment, is prohibited.

**42. MILDEW and MOLD:** Resident acknowledges that the apartment 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 dehumidification of the apartment to retard or prevent the growth of mold and mildew. Resident hereby acknowledges that there was no mold in the apartment at time of move in. 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 resulting from resident's failure to provide proper climate control. In the event resident's unit requires mold remediation, resident must provide the last 3 months of their electric bills within 3 days of resident's request to remediate mold or within 3 days of Landlord's request. Further, Lessor shall not in any event be responsible for damage, loss or injury to persons or property caused by mold or mildew.

**43. PEST INFESTATIONS:** Rental units have been maintained and are pest free. In the event resident finds, at time of possession, any type of pest in the unit, including but not limited to bed bugs, resident must notify the landlord immediately. Resident's failure to notify landlord or landlord's representatives within 24 hours of possession of any type of pest, including bed bugs, will be deemed resident's acknowledgement that apartment was free from any pest infestation, when possession was given to the resident. Landlord will not be responsible for any pest infestations, including bed bugs, caused by the resident. It is resident's responsibility to immediately address said pest problem. Any pest extermination, including the eradication of bed bugs, after 24 hours of possession, will be at resident's expense. In the event resident fails to address a bed bug problem, the landlord may take measures to eradicate the bugs at the resident's expense. Additionally, if infestation is caused by resident, then resident agrees and acknowledges they are liable for payment to the landlord for any lost rental income and other expenses incurred by landlord to relocate other residents residing in adjoining or neighboring dwelling affected by pest infestation. Also, resident will be responsible for all costs to perform pest control treatment to eradicate any infestation in adjoining or neighboring dwelling units.

**44. FIRE SAFETY SPRINKLERS:** Touching or tampering with the fire safety sprinklers in the building, hallways, apartment, or anywhere on the premises is strictly prohibited. The sprinklers are very sensitive, and if touched or tampered with, will cause severe

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flooding resulting in significant property damages. If resident's negligence causes said damages, resident will be held liable for all costs associated with the repairs of same. Property damages will be deemed additional rent and collected as same.

**45. FIRE ALARM/SMOKE DETECTORS:** The use of fogger machines and/or any other device that may cause the building's fire alarms to falsely sound are prohibited. Resident agrees to pay all costs associated with a false fire alarm citation given to the landlord by fire officials as a result of resident, resident's guests or invitee's actions. Resident must not tamper with, dismantle, or disconnect the smoke detector in the apartment. Resident acknowledges and agrees that they will be one hundred percent liable for any and all damages, fees, costs, fines, as a result of any breach of this paragraph.

**46. MOVE-OUT & INSPECTIONS:** Failure to execute a Move-Out Condition Report and conduct an inspection of your apartment with a company representative at the time of move-out will result in you waiving all rights to dispute any and all charges that may be incurred for damages to the apartment. A price list for damages is incorporated herein and resident hereby agrees to be responsible for all damages charged. Resident must schedule a move out inspection two (2) weeks in advance with management, prior to move out.

**47. CARPETS:** The carpet in the apartment, when carpet is provided, has a life expectancy of FOUR (4) years from the date of installation. If the carpet needs replacing prior to the FOUR (4) year life expectancy, resident shall be responsible for replacement on a pro-rate basis. Resident(s) agrees that if attempts to clean damaged carpet by shampoo are unsuccessful, resident(s) will be charged for the replacement of the damaged carpet.

**PRICE LIST FOR DAMAGES****KITCHEN****KITCHEN APPLIANCES****\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

REFRIGERATOR – WHITE OR BONE	\$ 1410.00
REFRIGERATOR – STAINLESS STEEL	\$ 1950.00
REFRIGERATOR DOOR – WHITE OR BONE	\$ 400.00
REFRIGERATOR DOOR – STAINLESS STEEL	\$ 800.00
ICE MAKER	\$ 240.00
WATER FILTER	\$ 140.00
REPLACE DISHWASHER – WHITE OR BONE	\$ 500.00
REPLACE DISHWASHER – STAINLESS STEEL	\$ 1025.00
STACKABLE WASHER-DRYER	\$ 1600.00
CLOTHES WASHER - SEPARATE	\$ 900.00
CLOTHES DRYER - SEPARATE	\$ 900.00
STOVE – WHITE OR BONE	\$ 500.00
GLASS TOP STOVE	\$ 800.00
STAINLESS STEEL GLASS TOP STOVE	\$ 1000.00
GLASS REPLACEMENT - RANGE REGULAR 450 GLASS	\$ 565.00
REPLACE HOOD FAN	\$ 140.00
MISSING/REPLACEMENT - HOOD FAN FILTERS	\$ 50.00
REPLACE BURNERS (SMALL OR LARGE)	\$ 50.00 EACH
REPLACE DRIP PANS (SMALL OR LARGE)	\$ 13.00 EACH
REPLACE MISSING OVEN RACK	\$ 75.00
BROILER PANS	\$ 40.00
MICROWAVE REPLACEMENT ON COUNTER	\$ 220.00
MICROWAVE REPLACEMENT OVER COUNTER	\$ 620.00
MICROWAVE REPLACEMENT – STAINLESS STEEL	\$ 820.00

**KITCHEN CABINETS****\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

UPPER/CABINET	\$ 1500.00
BOTTOM CABINET	\$ 1500.00
REPLACE CABINET DOOR	\$ 80.00 EACH
REPLACE ALL CABINET DOORS	\$ 1,000.00 ALL
BOARD UNDER KITCHEN SINK (BROKEN/MISSING)	\$ 150.00
BROKER DRAWER - KITCHEN	\$ 150.00 EACH
COUNTER TOP - FORMICA	\$ 1000.00
GRANITE/QUARTZ REPAIR	\$ 500.00
GRANITE/QUARTZ REPLACEMENT	\$ 1500.00

**FLOORING & CEILING****\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

DAMAGE TILE – UP TO FIVE (5) TILES	\$ 125.00
DAMAGE TILE – ABOVE FIVE (5) TILES	\$ 500.00
DAMAGED WPC FLOORING – UP TO FIVE (5) TILES	\$ 150.00
DAMAGED WPC FLOORING – ABOVE FIVE (5) TILES	\$ 500.00
CEILING PANEL (BROKEN/MISSING)	\$ 30.00 EACH
CEILING FAN	\$ 130.00
KITCHEN LIGHT – IF NOT TRACK LIGHT	\$ 125.00
KITCHEN LIGHT – TRACK LIGHT	\$ 180.00

**KITCHEN MISCELLANEOUS****\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

KITCHEN FAUCET	\$ 150.00
KITCHEN SINKS	\$ 210.00

**BATHROOM**

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

MEDICINE CABINET	\$ 100.00
COSMETIC BOX	\$ 100.00
REPLACE MIRROR	\$ 180.00
REPLACE CABINET DOORS	\$ 60.00 PER DOOR
REPLACE CABINET KNOBS	\$ 25.00 PER KNOB
CABINET FOR SINK	\$ 325.00 PER BOX
VANITY MIRROR DOOR	\$ 50.00
GRANITE/QUARTZ REPAIR	\$ 250.00
MISSING TOILET PAPER HOLDER	\$ 65.00
SOAP DISH	\$ 50.00
PORCELAIN SHELF	\$ 50.00
GLASS SHELF	\$ 100.00
TOWEL BAR MISSING/BROKEN	\$ 55.00
REPLACE SINK (BATHROOM)	\$ 150.00
REPLACE MARBLE SINK	\$ 300.00
BATHROOM SINK REPAIR (CHIPS)	\$ 45.00
SINK CLOGGED	\$ 75.00
SINK TOPPER	\$ 25.00
WALL PLATE	\$ 20.00
REPLACE TOILET SEAT	\$ 75.00
REPLACE TOILET	\$ 225.00
TANK LID - TIOLET	\$ 100.00
MISSING SHOWER ROD	\$ 30.00
SHOWER BAR MISSING/BROKEN	\$ 50.00
MISSING SHOWER HEAD	\$ 45.00
REPLACE SHOWER DOOR	\$ 700.00
REPLACE TUB DOOR	\$ 500.00
SHOWER THRESHOLD	\$ 110.00
SHOWER FLOOR	\$ 225.00
TUB REPAIR	\$ 275.00
REPLACE TUB	\$ 385.00
TILED WALL/BASEBOARD REPAIR	\$ 275.00
REPLACE BATHROOM FAN	\$ 150.00
GLASS OF LIGHT FIXTURE	\$ 125.00
LIGHT FIXTURE	\$ 200.00
SMOKE DETECTOR	\$ 60.00
CARBON MONOXIDE DETECTOR	\$ 100.00
WATER HEATER	\$ 750.00
REMOVE WALLPAPER	\$ 750.00

**WALLS****PAINT**

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

ONE (1) BEDROOM APT. (INCLUDES STUDIOS & EFFICIENCIES)	\$ 250.00
TWO (2) BEDROOMS APT.	\$ 300.00
THREE (3) BEDROOMS APT.	\$ 400.00
NAIL HOLES (EACH)	\$ 6.00 EACH
HOLES UP TO 1'	\$ 75.00 EACH
HOLES AFTER 1' - ADD ADDITIONAL	\$ 35.00 EACH
DARK COLORS (ADD TO APARTMENT PAINT)	\$ 300.00

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ONE (1) WALL (ADD TO APARTMENT PAINT)	\$ 150.00
AFTER ONE (1) WALL - ADD ADDITIONAL (ADD TO APARTMENT PAINT)	\$ 150.00
REPLACE BASEBOARDS (IF PIECE OF BASEBOARD)	\$ 2.50 PER SQ. FT.
REPLACE BASEBOARDS (IF ENTIRE BASEBOARD REPLACED)	\$ 390.00

## CLOSET

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

SHELVING PER PIECE	\$ 25.00 EACH
CLOSET ROD MISSING/BROKEN	\$ 25.00
CLOSET PIN MISSING/DAMAGED	\$ 15.00
SHELF DOWN (REPAIR)	\$ 190.00
BIFOLD DOOR	\$ 190.00
BIFOLD DOOR REPAIR	\$ 40.00
BIFOLDS DOOR KNOBS	\$ 10.00 EACH

## DOORS & WINDOWS

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

ENTRY DOOR 36"	\$ 325.00
BEDROOM DOOR	\$ 175.00
CHANGE/REPAIR ENTRANCE LOCK	\$ 150.00
REPLACE MAILBOX LOCK	\$ 45.00
REPLACE PASSAGE LOCK	\$ 50.00
MISSING KEYS	\$ 50.00
REPAIR COMPLETE ENTRANCE DOOR INCLUDING FRAME	\$ 425.00
REPAIR COMPLETE INTERIOR DOOR INCLUDING FRAME	\$ 300.00
ALUMINIUM SLIDING GLASS DOOR	\$ 450.00
GLASS SLIDING DOOR	\$ 275.00
WINDOW BROKEN/REPAIR	\$ 300.00
REMOVE TAPE FROM WINDOWS/DOORS	\$ 150.00
WINDOW SPRINGS	\$ 80.00 PER WINDOW
VERTICALS-REPAIR	\$ 100.00
VERTICALS-REPLACE	\$ 210.00
VERTICAL/BLIND SLAT	\$ 25.00 EACH
ROLL UP SHADE FOR WINDOW (NON-BALCONY)	\$ 300.00
ROLL UP SHADE FOR BALCONY	\$ 400.00

## SCREENS

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

EXTERIOR PANEL	\$ 200.00
INTERIOR WINDOWS AND DOOR SCREEN	\$ 75.00
COMPLETE PATIO SCREEN	\$ 325.00

## ELECTRIC

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

REPLACE BULB	\$ 20.00 EACH
REPLACE MISSING/BROKEN LIGHT GLOBE	\$ 75.00
TRACK LIGHTS	\$ 180.00
REPLACE SWITCHPLATE	\$ 9.00 EACH
A/C THERMOSTAST	\$ 75.00
A/C WINDOW UNITS	\$ 560.00
AIR HANDLERS	\$ 1200.00
A/C WALL UNITS	\$ 1000.00

**TRASH AND FURNITURE**

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

REMOVE ONE OR TWO ITEMS	\$ 200.00
MORE THAN TWO ITEMS & UP (PRICE MAY BE HIGHER, IF EXCESSIVE)	\$ 400.00
REMOVE ANTENNA	\$ 100.00
REMOVE SATELITE DISH	\$ 100.00
FURNITURE REMOVAL/FOR ENTIRE UNIT (PRICE MAY BE HIGHER, IF EXCESSIVE)	\$ 500.00

**MISCELLANEOUS**

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

DAMAGES TO OR REPLACEMENT OF DEHUMIDIFIER	\$ 225.00
FAILURE TO RETURN LANDLORD'S PROPERTY (FOBS, REMOTE CONTROLS CLICKERS, GATE CARDS, ETC.)	\$ 45.00 EACH
FOBS (MIAMI BAY ONLY)	\$ 90.00 EACH
REMOVAL OF BED BUGS/FLEAS/TICKS	\$ 500.00
ODOR REMOVAL	\$ 1350.00

**\*CARPET**

**\*\*Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**

CARPET	*\$ 15.00 PER SQ. YARD
PADDING	*\$ 10.00 PER SQ. YARD
CARPET & PADDING	*\$ 16.00 PER SQ YARD

\*Prices for carpet and carpet padding may be higher depending on condition, type, size, location in unit, property, and life expectancy.

Resident agrees that if attempts to clean damaged carpet by shampoo are unsuccessful, resident(s) will be charged for the replacement of the damaged carpet.

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UNITED PROPERTY MANAGEMENT IS AN EQUAL HOUSING OPPORTUNITY PROVIDER. WE DO NOT DISCRIMINATE IN THE RENTAL OF APARTMENT UNITS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION HANDICAP, OR FAMILIAL STATUS (HAVING CHILDREN UNDER AGE 18), MARITAL STATUS, SEXUAL ORIENTATION, OR POLITICAL AFFILIATION.

I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS RESIDENTIAL LEASE AGREEMENT.

**United Property Management, Inc.**

**AGENT FOR LESSOR/OWNER:**

\_\_\_\_\_  
Owner/Agent Name

\_\_\_\_\_  
Owner/Agent Signature

**LESSEE/RESIDENT:**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature



## POLICIES AND PROCEDURES

These rules and regulations are for the mutual benefit of RESIDENT and LANDLORD and are a part of this Lease. RESIDENT agrees to observe such further reasonable rules and regulations as may later be implemented by LANDLORD.

1. All motorcycles must be parked in designated areas. Vehicles with logos or vehicles (other than original factory equipped) used in the operation of any business, boats, trailers, RV's trucks/autos with enclosures added to vehicles are prohibited on the Community. All violators will be towed at their own expense. All vehicles must be registered with management. Vehicle parking decals must be displayed and visible at all times. Resident is responsible for all costs associated with the replacement of bar codes and parking decals for their vehicles.
2. Storage of any item in the parking area is prohibited. RESIDENT shall not store items on balconies and patios in an unsightly manner. Resident agrees not to place doormats outside their door in the hallway of the building.
3. RESIDENTS are entitled to egress and ingress upon the property and use the common parking spaces for approved vehicles. One and two-bedroom units will receive one free parking space. Three-bedroom units will receive two free parking spaces. Resident's may be charged additional parking fees for additional vehicles. Parking fees are subject to change at the owner's discretion. Parking fees are deemed additional rent.
4. All vehicles must be parked head in, NOT backed in. Vehicle tag must be clearly visible. In addition, vehicles must be parked in the parking area so as not to obstruct the spaces for other vehicles. No vehicles shall be parked on or obstructing sidewalks or the grass area or the trash room pick-up areas, exits entrances.
5. Junk or derelict vehicles or other vehicles on which current registration and required permits and licenses are not displayed shall be prohibited in the Community, including without limitation, the parking areas.
6. Vehicles shall not be parked with a "For Sale" sign except for those attached to the interior sides of the vehicle's window. Any such vehicle must be owned by RESIDENT.
7. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
8. Vehicles other than those clearly identified as operated by a handicapped person shall not be parked in spaces reserved for handicapped parking.
9. Repairs to vehicles, as well as painting of vehicles, shall not be permitted at any time anywhere in the Community. Drainage of any automotive fluids anywhere in the Community is prohibited. Car washing is not allowed.
10. LANDLORD shall not be liable for any damages arising as a result of towing. RESIDENT agrees to indemnify and hold LANDLORD harmless for any claims by RESIDENT, RESIDENT'S guests or invitees for the towing of their vehicles in violation of the rules. RESIDENT agrees to pay for said towing and other charges related thereto as additional rent to be paid immediately, and RESIDENT acknowledges that it is RESIDENT'S responsibility to advise RESIDENT'S guests and invites of the proper manner for the parking of their vehicles, inform guests/invitees where the visitor parking areas are located, visitor parking policies, and RESIDENT further agrees to determine in each case that they have complied therewith. LANDLORD may impose additional parking regulations including the number of vehicles which RESIDENT or RESIDENT'S guests may park in the parking areas, requiring the use of parking decals on vehicles and/or assigned parking spaces. RESIDENT will be required to pay a \$25.00 replacement fee for the replacement of a lost parking decal/hanging tag.
11. RESIDENTS must exercise due consideration at all hours in the operation of radios, TV, musical instruments, or any other items to ensure that the sound will not disturb others.
12. Feeding of wildlife from the balconies and patios or any other part of the Community is prohibited.
13. RESIDENT, RESIDENT'S immediate family and persons in the Apartment with RESIDENT'S consent shall not throw any item over the balcony, including but not limited to lit cigarettes.
14. RESIDENTS who are moving in or out of the Community must do so between the hours of 9:00 a.m. and 7:00 p.m.
15. All door-to-door commercial solicitation is prohibited. Placement of materials on or under the front door is strictly prohibited unless express written permission is granted by the LANDLORD. Violations should be reported at once to the Community

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Manager. If the intruders should solicit after our office hours, you may call the Police Department. They will kindly escort the intruder away from the Community.

16. It is prohibited to litter on the grounds, lawns, parking areas or anywhere else in the Community.
17. The swimming pools and other amenities are solely for the use of RESIDENTS. Swimming shall be at the risk of those involved and shall not be at the risk of the LANDLORD. Food and beverage may not be consumed in the swimming pool areas. Proper bathing attire must be worn. Rules and regulations governing the use of the swimming pool, including permitted hours, guest rules, safety and sanitary provisions and any other pertinent matters may be adopted from time to time by LANDLORD, and may be posted at the swimming pool areas.
18. The pool has inherent risks and dangers. Any person unable to comprehend said risks and dangers should be supervised by a competent person.
19. RESIDENT, RESIDENT'S immediate family and persons in the Apartment with RESIDENT'S consent shall conduct themselves in a manner that does not threaten, harass, bother, unreasonably disturb or annoy RESIDENT'S neighbors, LANDLORD or LANDLORD'S representatives or employees or constitute a breach of the peace, unlawful, disreputable or immoral conduct.
20. RESIDENT, RESIDENTS immediate family, and persons in the Apartment with RESIDENT's consent, shall comply with all present and future laws, orders and regulations, including but not limited to any housing, health or safety codes of federal, state, county, and municipal authorities applicable to RESIDENT, including without limitation, RESIDENT'S obligations under Florida Statutes, Section 83.52. "Conviction of any laws at any time may constitute a violation of this lease and may be grounds for termination."
21. It is prohibited to place or keep any water-filled furniture in the Apartments unless RESIDENT has LANDLORD'S prior written consent and has provided to LANDLORD a flotation insurance policy prepaid for the entire term of the Lease, together with a receipt evidencing payment thereof naming LANDLORD and RESIDENT against any personal injury or property damage to the Apartment, the building, the Community, and any and all persons.
22. RESIDENT shall reimburse LANDLORD for any damages caused by the escape or overflow of water, due to resident's neglect, whether or not any such water damage is caused from leakage from water filled furniture, any waterbeds, or plumbing fixtures in, on, about the Apartment.
23. Neither RESIDENT nor his guests shall at any time keep or store firearms, explosive devices, highly flammable liquids, other dangerous items or substances, gasoline or other combustible materials whatsoever in, on, or about the Apartment, or do anything which would increase the rate of fire insurance upon the Apartment, the building or the Community.
24. RESIDENT shall not be permitted to use charcoal, gas, or any other type of barbeque grills, except in designated areas.
25. Any RESIDENT not showing consideration for other members of the Community may have privileges revoked.
26. All RESIDENTS shall keep the Apartment clean and sanitary, remove all rubbish, garbage and other waste manner and place the same in appropriate receptacles. Any RESIDENT who violates this trash removal policy shall incur a \$75.00 fine for the removal of trash. In addition, larger items that do not fit in the trash chute must be placed in the trash dumpster containers located on the ground floor of each building. Any items being placed in the dumpster must fit to allow the cover to close properly. Large items, such as furniture, couches, beds, etc, CAN NOT be placed in the dumpster and cannot be left outside next to the dumpster.
27. RESIDENT shall use and operate in a proper and reasonable manner all electrical, plumbing, sanitary, heating, cooling, ventilation, air conditioning, and other such facilities, appliances and equipment. RESIDENT shall maintain in a clean and undamaged condition any plumbing fixture, range, refrigerator, dishwasher supplied by LANDLORD, and in the event of damage to same or when maintenance is needed, notify LANDLORD of such damage or needed maintenance. In the event of such damage due to Resident's neglect, RESIDENT will pay to LANDLORD the cost of repair or replacement, whichever LANDLORD deems most applicable. LANDLORD shall repair or employ others to repair such appliances and in no event, shall RESIDENT repair himself or employ others to repair the same.
28. RESIDENT shall not destroy, deface, damage or remove any part of the Apartment or the lawn, trees, or the shrubbery of the Apartment and this Community of which the Apartment and buildings form a part of the Community or any property therein belonging to LANDLORD or any other RESIDENT, or permit any person to do so.

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29. RESIDENT shall keep all woodwork, glass (windows, doors, mirrors and light fixtures) counter top, walls, mini blinds, concrete, hardwood and carpeted flooring in a clean and undamaged condition.
30. RESIDENT shall not drive nails (except diagonal picture hooks), drill holes or affix tape or glue to the walls, woodwork or ceilings of the Apartment without first securing the written consent of LANDLORD in each and every instant. RESIDENT shall upon expiration or termination of the Lease, restore all walls to their condition, existing upon commencement of the Term of this Lease at RESIDENT'S sole cost.
31. RESIDENT shall not change or alter any lock in or about the Apartment and shall not install any lock or chain lock to the doors and windows of the Apartment without first obtaining the written consent of the LANDLORD in each and every instance.
32. RESIDENT will be required to pay a \$75.00 lock out charge. Payment is due in advance and must be in the form of a money order, cashier's check, or personal check. Only RESIDENT(S) whose name appears on the lease will have this service available to them and are further required to provide proper I.D.
33. RESIDENT shall not paint or make any alteration, additions or improvement of any sort to the Apartment, nor install any equipment without first obtaining the written consent of LANDLORD in each and every instance and all of such at LANDLORD'S option shall either be surrendered at the termination or expiration of RESIDENT'S tenancy. Any draperies or other window covering must be white or lined in white so that only white may be seen from the outside of the Apartment.
34. It is strictly prohibited to tamper with or cause intentional damage to the irrigation system of the Community. Any RESIDENT willingly causing damage thereto shall be subjected to immediate eviction.
35. Residents, resident's guests or invitees shall not loiter in the hallways, parking areas, or common areas of landlord's property, except the recreational areas. The riding of skateboards and bicycles are not permitted on the landlord's property. Bikes must be maintained in operating condition and must be stored in designated areas. In addition, the use of any motorized electronic devices, such as, Drones, Segways, Hover boards, etc. in the hallways, common areas, parking lots, or anywhere in landlord's community are STRICTLY FORBIDDEN. This is to ensure the safety of all residents, resident's guests and invitees.

RESIDENT acknowledges that he/she has read, understands, and agrees to abide by the Policies and Procedures as stated above.

DATE: 02/29/2020

**LESSEE/RESIDENT:**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

## HOME FIRE FACTS AND SAFETY TIPS

- Home fires are the single most common disaster across the nation.
- In 2006, a home fire was reported every 80 seconds.
- Cooking fires are the leading cause of home fires.
- Two out of three cooking fires start with the range or stove top.
- Unattended cooking causes nearly 90 percent of all kitchen fires.
- Fires can also be caused by placing a cloth, towel, or material, etc. over a lamp.
- Having a working smoke alarm reduces one's chance of dying in a fire by nearly one half.
- Nearly 47, 000 fires occur during the winter holidays, claiming more than 500 lives, causing more than 2, 200 injuries, and costing 554 million in property damages.
- Candle fires are four times as likely to occur during the winter months.

### **DO'S:**

Periodically check to ensure smoke detectors in your apartment home are working.

Change smoke detector batteries every year.

Keep a fire extinguisher under the kitchen cabinet or know where the nearest one is located in the building.

Christmas trees-purchase flame retardant metallic or artificial trees. If you purchase a real tree, make sure that it has fresh green needles that aren't easily broken. Water regularly to keep the live tree moist.

Use a sturdy Christmas tree stand that is designed not to tip over.

Keep curious pets & children away from Christmas trees.

Ensure holiday light strings and other holiday decorations are in good condition. Discard if frayed.

Always unplug the holiday Christmas tree and lights before leaving home or going to bed.

Purchase renter's insurance to cover personal losses and landlord's property to protect yourself.

### **DON'TS:**

Never add water to a grease fire. Always use a fire extinguisher.

Keep an eye on what you fry! Stay in the kitchen when you are frying, grilling, or broiling food. Never leave cooking food unattended. If you must leave the kitchen for even a short period of time, turn off the stove.

Avoid wearing loose fitting clothing or dangling sleeves while cooking.

Keep kids away from cooking areas by enforcing a three foot "kid-free zone," around the stove.

Clean cooking surfaces on a regular basis to prevent grease buildup.

Never use the stove or oven for storage, or, leave anything on the stove top that could unintentionally create a fire hazard (The power control knob could accidentally be turned on and the items stored could cause a kitchen fire.)

Always check the kitchen before going to bed or leaving the home to make sure all stoves, ovens, and small appliances are turned off.

**Landlord strongly urges residents to obtain renter's insurance to cover damages in the event of a fire. Resident acknowledges that they are responsible for all fire damages to landlord's property, as a result of resident's negligence.**

### **LESSEE/RESIDENT:**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

## SECURITY DISCLOSURE STATEMENT

Thank you for choosing a community managed by United Property Management, Inc. It is our desire that your residency with us be comfortable and rewarding.

In an effort to eliminate any misunderstanding concerning the obligations of and/or representations made by United Property Management, Inc., Apartment Rental Services, Inc., the ownership of the community, and any employee of any entity owed by the owner, we are requesting that you carefully read this Security Disclosure Statement and signify your complete understanding by signing in the space provided below.

1. By signing this disclosure statement in the space provided below, you fully acknowledge that you have read and do understand each and every paragraph contained herein. Your occupancy of the apartment home you have selected is contingent upon your understanding and acknowledgement of this statement. Do not sign this disclosure if you do not understand any portion of it or if you are in disagreement with any statement contained herein.
2. Neither United Property Management, Inc. or Apartment Rental Services, Inc., the ownership of the community, nor any employee of any entity owed by the owner, make any guarantee of, or provides any warranty for your personal security of safety or for the security or safety of your family, guests, or for the security of personal property in the possession of, or owned by any of those persons.
3. In the event of a security-related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the management office and advise them of the problem. You acknowledge that either United Property Management, Inc. or Apartment Rental Services, Inc., the owners of the community, nor any employee of any entity owed by the owner has any obligation to respond to calls relating to security. The employees of the community, the Management Company, and the ownership are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.
4. It is understood that neither United Property Management, Inc. or Apartment Rental Services, Inc., the ownership of the community, nor any employee of any entity owed by the owner, have any obligation to install any device such as an intrusion alarm or access gates or to provide patrol personnel or to contract for patrol service. In the event that one of more of these devices or services may be present on the property, there is no obligation on the part of United Property Management Inc. or Apartment Rental Service Inc., or the owners of the community, or its employees to continue the use of the device or to continue any patrol personnel or patrol service.
5. It is understood that if the property is equipped with any device, such as intrusion alarms or access gate systems, that there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guest or the security of personal property in the possession of or owned by any of those persons.

Further, by placing your signature in the space provided below you acknowledge that you have received complete instructions on the proper operation of any and all devices which may be installed in your apartment or in your community such as an intrusion alarm or gate access system. **If you have not received such instruction or if you do not completely understand the operation of any such device that may be present in your apartment or located on our community do not sign this statement.**

6. **You are strongly urged to purchase insurance to protect your personal possessions in the event of a loss.** Neither United Property Management, Inc, Apartment Rental Services, Inc. the ownership of the community, nor any employee of any entity owed by the owner is responsible for your personal possessions, whether inside your apartment or outside within the community.
7. I have carefully read the attached Security Disclosure Statement and acknowledge receipt of one or more copies of this statement.
8. I hereby release United Property Management, Inc. and Apartment Rental Services, Inc. the owners of the property, and their respective agents, officers, directors, partners, employees, employers, and their legal representatives from any claim

UNITED PROPERTY MANAGEMENT, INC

whatsoever, with respect to any personal injury, property damage or death, which is in any way related to my reliance on any of the devices and / or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

**SECURITY DISCLOSURE STATEMENT ACKNOWLEDGEMENT**

**LESSEE/RESIDENT**

**AGENT FOR LESSOR/OWNER:**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Owner/Agent Name**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Owner/Agent Signature**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Resident Signature**

## REMETERING CONSUMER BILL OF RIGHTS

**Water remetering is permitted in Miami-Dade County. The intent of this program is to save water usage, assist property owners in detecting and correcting water leaks in a timely manner, and ensure that you do not unfairly pay for the water used by others.**

**Miami-Dade County Ordinance 96-137, permits owners of condominiums, apartments, buildings, commercial complexes, mobile home parks, etc., to install a submeter in each individual unit. As a result, you pay for your own water service consumption in addition to your monthly rental or maintenance fee.**

This is a summary of your rights and responsibilities under rules:

**Bills in General.** Your bill may only cover water and sewer from within your unit, as measured by your unit's water meter. Water and sewer consumption for common areas and facilities, such as community pools, are the responsibility of the property owner. The property owner cannot disconnect your water service and cannot bill you for usage of water service by a previous resident.

**What your bill must show.** Your bill must show all of the following information:

1. **The date and meter reading of the period for which the bill is rendered**
2. The prior and current meter readings.
3. The total gallon or off of water service being billed and how it has been computed.
4. The total amount due for water service used and applicable taxes.
5. The name and address of the resident to whom the bill is issued.
6. The name of the company providing you with the bill and the address and telephone number of the contact person you can call in case of billing dispute.
7. The bill due date.
8. The name, address and telephone number of the party to whom payment is to be made.
9. If your bill has been estimated, it must state that it has been estimated.
10. The telephone number of the Miami-Dade Customer Service Department (CSD), (305) 375-36-77, and a statement that indicates the CSD may be contacted if you are unable to settle your dispute with your property owner or remeterer.

**Due date.** You must be given at least 15 days to pay your bill. If your due date falls on a holiday or weekend, you may make your payment on the next business day after the due date.

**Late payment charges.** If you pay your bill late, you may be charged a late fee not to exceed 10% of your total bill.

**Additional Charges on your bill.** You cannot be charged any extra charges over and above the water service charges, including any applicable taxes.

**Disputes.** If a dispute arises concerning your bill or water service, you must inform your property owners, in writing, the specific reason for the dispute. Your property owner is required to investigate promptly and report the results to you in writing within 30 days. A corrected bill must be issued if the disputed bill was in error.

**Overfilling or under billing.** If your bill is found to be in error, the property owner or remetered must adjust your bill. If you are entitled to a refund, an adjustment shall be made for the entire period you were overcharged. If you were undercharged, you may be billed for the amount under billed for a period not to exceed six (6) months. If the under billing is \$25 or more, the property owner must offer a deferred payment plan option for the same length of time as that of the under billing.

**Tests.** If you feel that your water meter is defective, your property owner must, upon a reasonable written request from you, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during normal business hours (normally, Monday through Friday between the hours of 8:00 AM to 5:00 PM). If the meter test indicates that your water meter is accurate, you may be charged a reasonable testing and plumbing change. If your meter is defective, no charge can be made to you for making the test.

**Records.** Your property owner is required to keep the following records for 12 months: (1) the bill from WASD; (2) calculation for the billing; (3) all meter readings, resident billing and meter test results for individual units.

**A COPY OF THE WATER REMETERING ORDINANCE 96-137 CAN BE OBTAINED FOR A NOMINAL FEE FROM THE MIAMI-DADE COUNTY CONSUMER SERVICE DEPARTMENT. FOR ASSISTANCE AND/OR COMPLAINT RESOLUTION CALL THE MIAMI-DADE CONSUMER SERVICE DEPARTMENT AT (305)-375-3677.**

## DWA KONSOMATE POU YO JWI CHANJMAN NAN KONTE

Yo pemet chanjman nan konte dlo nan Miami-Dade County. Entansyon pwogram sa a se pou economize itilizasyon dlo, ede pwopryete jwenn ak ranje dlo k ap koule a tan, epi asire ke w pap peye enjisteman pou dlo ke lot moun itilize.

Regleman 96-137, Miami Dade County pemet pwopryete kondominium, edifies, apatman, konplex komesyal, lakou kay mobil yo, etc. enstale yon konte nan chak grenn kay. Konsa ou ap peye selman pou vale kantite dlo w itilize a anplis de kob pa mwa w oubyen kob ou peye pou antretyen.

Sa se yon rezime dwa w ak responsabilite w anba regleman yo:

**Bodro an Jeneral.** Bodro w ap selman pou dlo ak trou egou nan kote w rete a, jan konte dlo nan kote w rete a mezire l. Kantite dlo ak trou egou pou zon ak enstalasyon komen, tankou pisin kominote, se responsabilite pwopryete a. **Pwopryete a pa ka dekonekte sevis dlo w epi pa ka fe w peye pou sevis dlo ke locate ki te la avan w lan te itilize.**

**Kisa Bodro W Dwe Montre.** Bodro w dwe montre tout enfomasyon swivan.

1. **Dat ak nimewo sou konte a pou tan yo ba w bodro a.**
2. Nimewo konte a te montre avan ak nimewo konye a..
3. Total gallon oubyen ccf sevis dlo y ap ba w bodro pou li a ak ki jan yo kalkile l nan konpite.
4. Kantite ke w dwe pou sevis dlo ke w itilize ak taks aplikab.
5. Non ak adres locate y ap voye bodro a pou li a..
6. Non konpayi k ap voye bodro a ak adres ak nimewo telefon mounou ka rele a an ka w ta bezwen diskite bodro a.
7. Dat ou dwe peye bodro a.
8. Non, adres ak nimewo telefon moun pou voye peye a.
9. Si bodro w la yo evalye li, yo dwe pou di ke yo evalye li.
10. Nimewo telefon pou Depatman Sevis Konsomate Miami-Dade (CSD), (305) 375-36-77, ak yon deklarasyon ki di ke w ka pran kontak ak CSD a si w pa ka ranje pwoblem ou avek pwopryete a oubyen moun k ap fe chanjman nan konte a.

Dat pou bodro a peye. **Yo dwe ba w omen kenz jou pou w peye bordo w Si dat pou peye a toribe yon jou vakans oubyen nan fin semen. Ou ka fe peman w lan pwochen jou lasemen apre dat pou peye a.**

Fre pou peman an reta. **Si w peye bodro w anreta, yo ka fe w peye yon fre pou peman ki fet anreta ki pap plis ke 10% total bodro a.**

Fre y ap ajoute sou bodro w. **Yo pa ka fe w peye okenn fre anplis ak plis pase fre sevis dlo a, inkli taks aplikab.**

Diskisyon. **Si gen yon diskisyon ki gen pou we ak bodro w oubyen sevis dlo w. fok ou fe powpryete a konnen, pa ekri, rezon spesifik pou diskisyon an. Pwopryete a oblije envestige sa vit epi rapote rezilta yo ba w pa ekri nan 30 jou.**

Si te gen yon ere nan bodro a yo dwe ba w yon bodro korek. **Lajan sou bodro a twop oubyen li pa ase. Si yo jwenn yon ere nan bodro w. pwopryete a oubyen moun k ap fe chanjman nan kone a dwe ajiste bodro w. Si yo dwe remer w yon kob, yon ajisteman dwe fet pou tout tan yo te fe w peye anplis la. Si yo te fe w peye mwens kob, yo ka fe w peye kob ou dwe a pandan yon tan ki pa kepase si (6) mwa. Si kob ou peye anmwens lan se 25 kola oubyen plis, pwopryete a dwe ofri w yon plan pou peye enpe pa enpe pandan menm tan ou te peye kob anmwens lan.**

Tes. **Si w senti konte dlo w gen defo, pwopryete a dwe, apre w namde l sa rezonabman pa ekri, teste pou we si knote a mache byen. Si w vle, ou ka gade pandan y ap fe tes la, oubyen w ka voye yon represantan. Tes la swe fet pandan le travay nomal (nomalman soti lendi rive vandredi ant 8 e di matin ak 5 e de lapremidi). Si tes knote a montre ke knote dlo w bon, yo ka fe w peye yon fre rezonab pou tes la ak plonbri a. Si knote w gen defo, yo pap fe w peye okenn fre pou tes la.**

Dosye. **Pwopryete a oblije kenbe dosye swivan sa yo pandan 12 mwa : (1) bodro wasd a ; (2) kalkil kob ki soul bodro a ; (3) tout lekti knote yo, bodro lokate a ak rezilta tes konte pou chak kay.**

**OU KA JWEN YON KIPI REGLEMAN CHANJMAN KONTE DLO 96-137 POU YON TI LAJAN NAN MEN DEPATMAN SEVIS KONSOMATE MIAMI-DADE COUNTY.POU ASISTANS AK/OUBYEN REZOUDE REKLAMASYON RELE DEPATMAN SEVIS KONSOMATE MIAMI-DADE NAN 305-375-3677**



## LA CARTA DE LOS DERECHOS DE LOS USUARIOS DE CONTADORES SECUNDARIOS DEL AGUA

En el Condado de Miami-Dade, está permitido instalar contadores secundarios para medir el consumo del agua. El propósito de este servicio es contribuir a la conservación del agua, ayudar a los propietarios a detectar salideros Y corregirlos oportunamente e impedir los cobros erróneos

En la Ordenanza No. 96-137 del Condado de Miami-Dade, se autoriza a los propietarios de condominios, edificios de apartamentos, complejos comerciales, parques para casas rodantes, etc. para que instalen un contador secundario para cada unidad de vivienda. De ese modo, los usuarios pagan solamente el costo del agua que consumen, más la cuota de alquiler o mantenimiento mensual que les corresponda.

A continuación, se enumeran los derechos y responsabilidades de los usuarios conforme al reglamento en vigor :

**La factura.** En la factura o cuenta debe constar solamente el importe del servicio del agua y alcantarillado medido por el contador de cada unidad. El propietario del inmueble es responsable del servicio del agua alcantarillado de las áreas y edificaciones que usen todos los inquilinos. **El propietario del inmueble no podrá desconectarle el servicio de agua a ningún usuario ni cobrarle la que deba un inquilino anterior.**

**Lo que debe constar en la factura.** La factura debe indicar:

1. La fecha y lectura del contador para el período del servicio.
2. La última y penúltima lecturas del contador.
3. El número de galones o de centenares de pies cúbicos de agua facturada y el método empleado para computar el consumo.
4. El importe del agua consumida y los impuestos pertinentes,
5. El nombre y la dirección de la persona responsable del pago.
6. El nombre de la compañía que la emite así como la dirección y el número de teléfono para ventilar problemas con la factura.
7. La fecha de vencimiento.
8. El nombre, la dirección y, el número de teléfono de la persona o entidad a nombre de la cual debe hacerse el cheque.
9. Si la factura contiene cargo estimados, la misma debe indicar que los cargos son estimados.
10. El numero de telefono del CSD (Departamento de Servicios al Consumidor de Miami-Dade, 305-375-3677. e informar al usuario que debe comunicarse con el CSD en caso de discrepancias que no pueda resolver con el propietario del inmueble o el responsable del contador secundario.

**La fecha de vencimiento.** El pago del importe de la factura vence no menos de quince días después de la fecha de emisión de dicha factua. Si la fecha de vencimiento fuera un día feriado, un sábado o un domingo, el importe se podrá abonar al siguiente día hábil.

**El recargo de los pagos atrasados.** A toda factura que se abone con atraso, se le podrá anadir un recargo equivalente a no mas del 10% del importe.

**Las cuotas adicionales.** Aparte del importe del servicio y de los impuestos pertinentes, no se cobrará ninguna otra cuota.

**Las discrepancias.** Si tuviera problemas con el servicio o discrepancias con la factura, el usuario le debe informar por escrito el motivo de su queja al propietario del inmueble para que éste la investigue prontamente y le informe por escrito el resultado al usuario en treinta días. Si fuera necesario, se corregirá la factura y emitirá otra.

**Los cobros demas o de menos.** Si la factura tuviera un error, el propietario del inmueble o el responsable del contador secundario deberá corregirla. Si se cobró de mas, se corregirá la totalidad del período del error y reembolsará el cobro excesivo. Si se cobró de menos, se podrá dividir y cobrar la diferencia en no mas de seis pagos mensuales. Si el usuario debe \$25 o más, el propietario le dará la opción de pagar lo adeudado durante un numero de meses igual al del período en que se le estuvo cobrando de menos.

**La inspección del contador.** El propietario del inmueble tiene la obligación de hacer y poner a prueba la precisión de su conatdor secundario del agua si usted cree que este tiene un fallo y se lo hace saber por escrito de manera razonable al propietario. Si usted lo desea, puede presenciar personalmente la inspección del equipo o enviar a una persona para que la presencie. La inspección se debe realizar durante el horario hábil ordinario, o sea, normalmente de lunes a viernes entre las 8 a.m. y las 5 p.m. No se le cobrara nada a usted si la prueba indica que el contador tiene fallo.

**Documentos.** El propietario del inmueble es responsable de guardar por doce meses los documentos siguientes : (1) las facturas del Departamento de acueductos y Alcantarillados (WASD, en ingles) ; (2) el computo del importe de la factura ; (3) todas las lecturas del conatdor, las facturas que se envia al usuario y el resulatdo de las pruebas a las que se someta el contador del agua de cada unidad de vivienda.

**POR UNA CANTIDAD MODICA, LOS INTERESADOS PUEDEN OBTENER UN EJEMPLAR DE LA ORDENANZA NO. 96-137 SOBRE LOS CONTADORES SECUNDARIOS DEL AGUA EN EL DEPARTAMENTO DE SERVICIOS AL CONSUMIDOR DEL CONANDO DE MIAMI-DADE PARA OBTENER AYUDA O RESOLVER QUEJAS SOMETIDAS, LLAME AL DEPARTAMENTO DE SERVICIOS AL CONSUMIDOR DE MIAMI DADE FOR EL 305-375-3677**

UNITED PROPERTY MANAGEMENT, INC

This notice is provided to you as pursuant to the Federal Credit Reporting Act Sec. 623 (a)(I)(A) and (a)(1)(c). The Federal Credit Reporting Act states the following:

**The Federal Credit Reporting Act prohibits information furnisher from providing information to a consumer reporting agency that they know (or consciously avoid knowing) is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate.**

If you feel that United Property Management Inc., has provided any inaccurate information on your credit history to a consumer reporting agency. You may contact our Refund/Collection Department at:

United Property Management, Inc.  
Attn: Collections Department  
8730 N.W. 36<sup>th</sup> Avenue  
Miami, Florida 33147

## FITNESS CENTER ADDENDUM

Date: 02/29/2020

Residents Name: Sree Vishnu Suragowni

Building/Apartment #: 591 0503

I understand and hereby assume the risk of bodily injury inherent in the use of the amenities including, but not limited to, the pool/sports bar/billiard room/game room/and fitness Center and waive any claims or causes of action, which I may sustain from such uses. This waiver shall be binding upon me and my heirs, personal representatives, and assigns.

Resident also recognizes that certain equipment, commonly used for exercising and an area for its use (hereinafter referred to as the "Fitness Center"), have been made available by the Landlord to resident therefore, Landlord and Resident agree as follows:

1. **EVERYONE USING THE FITNESS CENTER MUST SIGN IN AT THE FRONT DESK.**
2. **USE OF THE FITNESS CENTER:** Children under the age of 16 must be accompanied by an adult or specially trained person in the use of gym equipment. The presence of heavy gym equipment is a compelling safety issue.
3. **FITNESS CENTER FACILITIES.** All persons using the Fitness Center Facilities (jacuzzi, sauna, or steam room, if applicable) must, at all times, wear some type of body covering, so as not to be offensive.
4. **GUESTS.** Only one guest at a time may be permitted to visit the Fitness Center. Resident shall not permit any guest or invitees of Resident to use the fitness center, unless such guest or invitee is accompanied by Resident. Resident shall be responsible for the actions and safety of their guests. \*\*\*Guest or invitee may only use the fitness center during operating hours Monday through Friday.
5. **TRAINERS.** Personal Trainers ARE NOT ALLOWED in the Fitness Center whatsoever.
6. **PRUDENT USE.** Resident agrees to use the fitness center in accordance to the rules and regulations and in a prudent manner, one that is consistent with the use of a Fitness Center, is not offensive or dangerous to resident or any users of the Fitness Center and is in compliance with such policies and all policies established by Landlord in connection with the operation of the Fitness Center. Landlord reserves the right to prohibit use of the Fitness Center to any individuals that Landlord in its sole judgment believes has failed to comply with any of the provisions of this addendum.
7. **NO WARRANTIES.** Resident understands that Landlord makes no representation that the Landlord's representatives have any expertise in the operation of the Fitness Center, and that Landlord makes no representations or warranties, express or implied, the Gym is fit for any particular purpose. Landlord disclaims, excludes, and denies all warranties, express or implied, as to the physical condition and operation of the Fitness Center.
8. **USE AT YOUR OWN RISK.** RESIDENT EXPRESSLY AGREES THAT USE OF THE FITNESS CENTER BY RESIDENT, RESIDENT INVITEES, GUESTS AND OCCUPANTS, AND PERSONS PRESENT WITH RESIDENT'S KNOWLEDGE AND CONSENT, SHALL BE WHOLLY AT RESIDENT'S OWN RISK.
9. **RELEASE.** For and in consideration of the foregoing, Resident agrees to release, hold harmless and indemnify Landlord and Landlord's representatives from and against any and all claims, demands, costs, expenses (including attorney's fees), and causes of action arising out of in any manner raising to any personal or property damages, injury, death or loss suffered from or sustained by Resident or Resident's guest, invitees, occupants or persons present with Resident's knowledge and consent, on account of any use of the Fitness Center, other than from Landlord's gross negligence or willful misconduct, or that of Landlord's representatives. Resident expressly acknowledges and agrees that the foregoing release hold harmless, and indemnification includes, but is not limited to such claims, demands, costs, expenses, and causes of action arising from or relating to the negligence of Landlord or Landlord's representatives.
10. **DEPOSITS.** Where applicable, you must pay a fitness key deposit for the use of the fitness center. The fitness center key deposit is fully refundable, if the key is returned to the leasing office.

## **SAFETY TIPS FOR APARTMENT LIVING**

1. KEEP YOUR APARTMENT DOOR LOCKED.
2. KEEP YOUR CAR WINDOWS SECURED AND DOORS LOCKED.
3. FAMILIARIZE YOURSELF WITH YOUR NEIGHBORS.
4. ALWAYS HAVE YOUR KEYS READY WHEN EXITING AND ENTERING YOUR APARTMENT.
5. KNOW YOUR COURTESY GUARDS.
6. IF YOU SEE ANYTHING OUT OF THE ORDINARY NOTIFY POLICE.
7. MAKE SURE CHILDREN ARE SAFE WHILE PLAYING.
8. DO NOT OPEN ENTRANCE DOORS TO STRANGERS.
9. TURN YOUR RINGER OFF YOUR TELEPHONE WHEN YOU ARE LEAVING THE APARTMENT.
10. KEEP EMERGENCY NUMBERS HANDY, NEXT TO YOUR TELEPHONE OR ON YOUR REFRIGERATOR.
11. VERIFY THAT NO ONE IS BEHIND YOU WHEN ENTERING YOUR APARTMENT, VEHICLE, STAIRWELLS, OR LAUNDRY ROOMS.
12. DO NOT OPEN YOUR DOOR TO STRANGERS. ASK FOR IDENTIFICATION FROM DELIVERY PERSONS. (i.e. POSTAL, FEDERAL EXPRESS, U.P.S).

UNITED PROPERTY MANAGEMENT, INC

ADDENDUM TO LEASE AGREEMENT DATED 02/29/2020 by and between Fontainebleau Milton Apartments/United Property Management, Inc., hereinafter designated as “lessor/owner” and Sree Vishnu Suragowni, hereinafter as Lessee(s) “Resident”.

WITNESSETH:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT’S PERSONAL PROPERTY.

The Lessee(s) have read and agree with the above statement and understand that the landlord is not responsible for any items whatsoever left in unit.

**LESSEE/RESIDENT**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

**AGENT FOR LESSOR/OWNER:**

\_\_\_\_\_  
Owner/Agent Name

\_\_\_\_\_  
Owner/Agent Signature

Community: Fontainebleau Milton Apartments/United Property Management, Inc.

Building & Apartment No.: 591 0503

## RESIDENT'S HURRICANE LETTER

Hurricane season is from June 1st through November 30th. **Landlord strongly urges residents to obtain renter's insurance, to cover personal losses in the event of a hurricane or any other natural disaster. Landlord is not responsible for any damages to your property or for any power outages. Please refer to Florida Power & Light's App, or website, for updates on power outages.**

Be proactive and prepare ahead. In the event evacuation is required, know what zone you reside in. To determine your zone, go to: <http://gisweb.miamidade.gov/communityservices/> and enter your address or call 311. Have an evacuation plan for you and your family.

In the event of an emergency or disaster, be prepared and equipped with the proper supplies.

At a minimum, you should have these basic supplies:

- Water-one gallon per person, per day. Three-day supply for evacuation, or two-week supply for home.
- Food-non-perishables and easy to prepare items. Three-day supply for evacuation, or two-week supply for home.
- Flashlights-one per family member.
- Battery-powered radio to keep informed of potential dangerous weather conditions, i.e., tornados touching down.
- Extra batteries for flashlights and radio.
- First aid kit
- Medications-seven-day supply and other medical supplies.
- Copies of personal documents, i.e., medication list, medical insurance, proof of address, birth certificates, insurance policies, and other personal identification. Be sure to keep these items in a water proof bag, such as, a plastic zip lock bag.
- List of important phone numbers
- Cell phone chargers

### Other General Supplies:

- Cash
- Hand-held can opener
- Paper goods, i.e., plates, cups, utensils, napkins, paper towels, plastic trash bags, and toiletries
- Several bags of ice stored in freezer
- Pet Care Items- ID tags on pets, and pet waste disposal products.

### Before the Hurricane:

- Check all smoke detectors, door locks, and windows.
- During "Hurricane Watch," be sure to move all objects on balconies/patios inside the apartment to prevent projectiles.
- Management is not responsible for flooding, including but not limited to, garage flooding.
- Fill your car with gas. Trying to acquire gasoline post-hurricane may be difficult.
- Turn refrigerator, freezers, and a/c to highest settings. If power outage occurs, all items that are perishable must be removed from refrigerator and freezer to prevent the spoiling of food and the odor of spoiled food.
- Take photos of valuables for insurance purposes.
- You are authorized to place plywood on the windows, but only from inside your apartment home.

**Do NOT use tape on the windows. TAPE DOES NOT prevent windows from breaking. Do NOT operate charcoal/gas grills or generators indoors.**

### LESSEE/RESIDENT:

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Resident Signature

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Resident Signature

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Resident Signature

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Resident Signature

**See attached emergency and important phone numbers.**

## UNITED PROPERTY MANAGEMENT, INC



### EMERGENCY NUMBER-STAY INFORMED

Emergencies	911
Government Information	311
Family Social Services	211

### ANIMALS

Human Society of Broward County	954-989-3977
Human Society of Greater Miami	305-696-0800
Miami-Dade County Animal Services	305-884-1101

### COUNTY SERVICES

FT. Lauderdale Police Department (non-emergency)	954-828-5700
Broward County Call Center	954-831-4000
Miami-Dade County Team Metro Hotline	786-263-6000
Miami-Dade County Police (non-emergency)	305-476-5423
Miami-Dade Safety Hotline	305-375-2700

### EMERGENCY MANAGEMENT EVACUATION ASSISTANCE PROGRAM

Broward County	954-831-3900
Miami-Dade County	305-513-7700

### GOVERNMENT AGENCIES

Federal Emergency Management Agency (FEMA)	800-621-3362
Florida Department of Financial Services	877-693-5236
National Hurricane Center	305-480-8876
Florida Division of Emergency Management	850-413-9969

### REPORTING DOWNED UTILITY LINES

AT&T	888-987-4043
Comcast	800-934-6489
Florida City Gas	800-993-7546
Florida Power & Light Company	800-468-8243
Peoples Gas (TECO Energy)	305-940-0139
Insurance Department of Financial Services Claim Hotline	800-227-8676
National Flood Insurance	800-638-6620

### PRICE GOUGING

Attorney General's Price Gouging Hotline	866-966-7266
Miami-Dade Consumer Services Department	305-375-1250

### OTHER IMPORTANT CONTACTS

American Red Cross Greater Miami & the Keys	305-644-1200
American Red Cross Broward County	954-797-3800
American Red Cross Homestead	305-248-2024
Elder Help Line	305-670-4357
Miami-Dade Poison Control	800-222-1222
Operation Helping Hands	800-226-3320
The Salvation Army Miami	305-573-4200
The Salvation Army Broward	954-524-6991

## **Renter's Insurance Agreement:**

Tenant is required to maintain property liability insurance during the Term of the Lease Agreement, and at all times during occupancy. It is required that the insurance be no less than One Hundred Thousand Dollars (\$100,000.00) for damages to the property of Tenant and Landlord with provisions covering, at a minimum, perils of fire, explosion, sewer backup, smoke and accidental water discharge, among other things.

Tenant **Sree Vishnu Suragowni** agrees to either (a) purchase an insurance policy from an insurance company of his/her choice in accordance with the terms and condition of the Lease Agreement or (b) elect the "Property Damage Liability" option below, which provides coverage to Tenant only for the five perils noted above and enrolls the Tenant in the Tenant's Legal Liability (TLL) program for the tenants of the premises. Tenant will be deemed to have satisfied the Tenant's Property Liability insurance requirements set forth herein in the event that Tenant elects the "Property Damages Liability" below. All cost and expenses incurred in connection with either option shall be paid by Tenant.

In the event Tenant elects to obtain its own insurance policy, Tenant shall request that the Landlord be (a) named as an "additional interest" on Tenant's policy and (b) noted to be informed if the Tenant's policy is cancelled or terminated.

Additionally, coverage must include protection for water damage to Tenant's unit of possession. Such policy shall be written as a policy not contributing with and not in excess of coverage which Landlord may carry, and shall remain in full force and effect during the Term of the Lease Agreement or any term of occupancy.

In the event Tenant elects the "Property Damages Liability Option". Tenant will pay the monthly fee associated therewith, which shall be due and payable each month without demand at the time of the periodic installment payment. Insurance payments will be deemed rent and collected as same. Renters Insurance will not be prorated.

Landlord provides no representations and warranties with respect to the insurance or services provided by the TLL program or the sufficiency of such insurance or any other insurance described herein. The Tenant's Legal Liability (TLL) program is not owned or operated by Landlord. You are under no obligation to elect this option or purchase Property Damage Liability protection through this program.

Tenant agrees that a failure by Tenant to comply with any of the terms and conditions of this Lease shall constitute a default under the Lease Agreement to the extent permitted by applicable law, Landlord shall have all rights and remedies available to it under the Lease Agreement.

### **PLEASE CHECK BELOW IN THE APPROPRIATE AREA:**

☐ I will purchase my own insurance policy in accordance with the terms and conditions of this Lease Agreement and provide a copy of the policy to Landlord.

☒ I agree to enrollment in the TLL program and the monthly fee associated therewith of \$13.00 per month.

Name of Community: Fontainebleau Milton Apartments  
Building & Apartment: 591 0503

<sup>1</sup> *Sree Vishnu Suragowni*      <sup>2</sup> *Liliana Cancino*



## Lease Application Agreement

COMPLEX: Fontainebleau Milton Apartments/United Property Management, Inc.  
APPLICANT'S NAME: Sree Vishnu Suragowni  
DATE: 02/24/2020  
UNIT: 591 0503

The undersigned hereby applies for, and promises to execute a lease agreement, in the form used by the owner for the unit described on the attached application. The undersigned hereby represents that the statements are true, and that the unit applied for will be for the exclusive use of the applicant and the parties named in this application.

It is understood by the undersigned that this application is not a lease or an agreement to lease and involves no obligation on the part of the owner to approve this application or to enter into lease agreement with the applicant. The applicant further agrees that if *any* statements made in the application for lease are false the owner, at his option, may cancel any lease entered into with the applicant. The undersigned further agrees to immediately notify owner of any changes on the attached application of employment or any other matter that may affect the information

There will be no cancellation after application has been approved. If cancellation occurs, all monies, including Security Deposit, shall be forfeited and this application shall become null and void. In the event, additional deposit is required based on credit, applicant has 48 hours to cancel in order for the deposit to be refunded. Application fee is not refundable under any circumstances.

In the event the owner approves the application, the applicant should enter into a lease agreement within three days after approval, and/or pay the balance of the amount due.

**Balance below is based on applicant having excellent credit. Balance due varies on the results of applicant's credit history.**

### SUMMARY OF CHARGES:

#### APPLICATION CHARGES/CREDITS

Application Fee	\$ 125.00
Security Deposit	\$ 400.00
Occupant Processing Fee	\$ 35.00

#### MOVE-IN CHARGES

Rent	(\$58.34)
Security Deposit	(\$301.00)
Administrative Fees	\$295.00
Package Locker Fee	\$25.00

FIRST MONTH'S RENT	\$ 1,692.00 + 58.34 Prorate 1 Day
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PARKING RENT	\$ 0.00
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RENTER'S INSURANCE FEE	\$ 13.00
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TOTAL	\$ 2,284.00
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ALL MONIES RECEIVED:	\$ <u>560.00</u>
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<b>BALANCE DUE:</b>	<b>\$ 1,724.00</b>
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I understand that by virtue of my signing this document I am consenting to receive communications sent via facsimile, e-mail, or in any other form from United Property Management, Inc. and all affiliates.

BLD. # UNIT: **591 0503**  
MOVE IN DATE: **02/29/2020**

\*If move in date does not take place within 30 days of date of initial deposit, original unit assigned, is subject to be reassigned at the landlord's discretion.

BALANCE DUE MUST BY PAID BY CERTIFIED CHECK OR MONEY ORDER

<sup>1</sup> *Sree Vishnu Suragowni*      <sup>2</sup> *Liliana Cancino*

## EARLY TERMINATION ADDENDUM

THIS ADDENDUM TO LEASE AGREEMENT IS ENTERED ON 02/29/2020, by and between Fontainebleau Milton Apartments/United Property Management, Inc., hereafter designated as "lessor/landlord" and Sree Vishnu Suragowni hereinafter designated as "lessee/resident."

Landlord hereby agrees to give resident one of the following options pertaining to early termination fees and liquidated damages, in the event resident elects to terminate this lease agreement, prior to the expiration date:

**PLEASE INITIAL ONE OF THE FOLLOWING OPTIONS:**

SV I agree, as provided in the lease agreement, to pay \$3,384.00, this amount does not exceed two months' rent\*\*, as liquidated damages or an early termination fee, if I elect to terminate the lease agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

\*\*The two months' rent must be paid on or before keys being returned at move out.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

**NOTE:** Pursuant to the lease agreement, Lessee shall give 60 days' written notice to vacate prior to expiration date of lease.

WITNESSETH:

The Lessee(s) have read and agree with the above statement, and understand that the landlord will take the proper action as indicated above, in the event of an early termination by residents.

**LESSEE/RESIDENT**

**AGENT FOR LESSOR/OWNER:**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Owner/Agent Name

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Owner/Agent Signature

\_\_\_\_\_  
Resident Signature

**RECEIVED BY:** \_\_\_\_\_

Name of Community: Fontainebleau Milton Apartments/United Property Management, Inc.  
Building & Apartment: 591 0503

**Failure to choose an option and execute this Early Termination Addendum by resident, will result in resident being responsible for all rental damages incurred by landlord, in the event of resident's early termination of the lease.**

<sup>1</sup> Sree Vishnu Suragowni      <sup>2</sup> Liliana Cancino

## PET & ANIMAL (SERVICE/SUPPORT ANIMAL) ADDENDUM

Beginning: **02/29/2020**Ending: **09/28/2020**Resident's Name: **Sree Vishnu Suragowni**Address: **9591 Fontainebleau Blvd. # 503 Miami FL 33172****PETS ONLY:** Pet Deposit/Fee: **\$0.00 (\$0.00)**

Description of Pet/Animal:

Breed:

Color:

Weight: lbs.

**PETS ONLY: Pet Restriction:** *60 lbs or as designated by landlord.***\*Must provide picture of pet/animal to the landlord's leasing office**

It is hereby agreed by and between owner and resident that owner will allow resident to have the above described pet/animal, and no others, in the leased premises, subject to the terms and conditions of this addendum, which resident hereby agrees to comply therewith. **PETS ONLY:** Pet breeds accepted are at the discretion of the landlord. Some breeds may be prohibited.

If resident does not have a pet/animal at the time of move in and the resident acquires a pet/animal during their tenancy, it is hereby agreed that all terms and conditions herein will be complied with, including, but not limited to the registration of the pet/animal. **PETS ONLY:** Resident will be required to pay a pet deposit(s) and fee(s) to the landlord. Resident's failure to pay the pet deposit(s) and fee(s) monies will result in the pet deposit(s) and fee(s) being taken from the rental payments. Pet fees and deposits shall be deemed additional rent and shall be collected in the same manner as rent.

1. **PETS ONLY:** A pet deposit fee/deposit in addition to the apartment security deposit will be paid to the owner. In the event that any repairs exceed the fee/deposit, the total pet fee/deposit is non-refundable and the resident is responsible for the balance. This also applies to the cost of extermination. **FOR ANIMALS:** Landlord will not charge any animal deposits or fees for your Service/Support Animal(s), however, resident acknowledges they are liable for any damages that the animal may cause to the Property.
2. The pet shall not be permitted in any common areas (hallways, elevator or stairwells) unless leashed. The pet shall be confined to leased premises only. **FOR ANIMALS:** While on the landlord's premises, the animal must be supervised and resident must retain control of the animal at all times.
3. The pet/animal shall only be in the custody of a responsible party. Recreation areas, swimming pools and such common areas are off-limits to all pets. The pet/animal shall not be curbed on shrubbery, flowers or small trees. Pets/animals shall be curbed in grassy areas only. Resident agrees to remove any pet/animal waste and properly dispose of such waste immediately.
4. Resident is responsible for any damage or injury caused by pet/animal to any resident, employee or other persons, while on the leased property.
5. Resident shall not allow the pet/animal to create excessive noise of any type, thereby creating annoyances to neighbors or management.
6. Pets/Animals must not disturb or effect the quiet environment of the residents.
7. In the event of a pest infestation (fleas, ticks, etc.) resident agrees to be responsible for pest control of their unit over and above the normal pest control provided by the landlord.
8. Resident acknowledges and agrees that owner may revoke this consent. In reference to "animals" as defined by Fla. Stat. 413.08(1)(d), you will comply with Fla. Stat. 413.08, et al. in its entirety. Therefore, if you misrepresent yourself as qualified to use an animal (service/support), you agree that such conduct constitutes a material violation of the Residential Lease Agreement, Florida law and that landlord shall have all rights and remedies set forth in the Residential Lease Agreement, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court costs to the extent allowed by law.
9. **PETS ONLY:** Residents must provide Renter's insurance which includes General Liability for Pets in the amount of \$300,000.00 concerning any loss or injury to owner, other residents, visitors, invitees or employees on the property.
10. Resident agrees that if the described pet/animal dies, the resident may not replace the pet with another without landlord consent.
11. Resident agrees to comply with all city ordinances and regulations regarding pets/animals.
12. Resident must retain a copy of this document for their records.

**PLEASE CERTIFY BELOW IN THE APPROPRIATE AREA: (SERVICE/SUPPORT ANIMALS ARE NOT PETS)**

- ☐ **I currently HAVE a pet/animal. \*\***  
**\*\*A current photograph of resident's pet MUST be provided to landlord to be attached to the resident's attachment file.**
- ☐ **I currently HAVE a companion/Emotional support or service animal. \*\***  
**\*\*A current photograph of resident's animal MUST be provided to landlord to be attached to the resident's attachment file.**
- ☒ **I currently DO NOT HAVE a PET OR ANIMAL, I hereby agree that if I acquire a PET/ANIMAL during the term of this lease I will notify the landlord/landlord's representative and re-execute this addendum and abide by all terms hereof. PETS ONLY: Resident will be required to pay all required pet deposit/fees.**

## **PARCEL/PACKAGE ACCEPTANCE AND RELEASE ADDENDUM**

**THIS ADDENDUM TO THE LEASE AGREEMENT** is entered on 02/29/2020, by and between Fontainebleau Milton Apartments// United Property Management, Inc. hereinafter designated as Lessor "Landlord" and Sree Vishnu Suragowni hereinafter as Lessee "Resident" whose address is 9591 Fontainebleau Blvd. # 503 Miami, FL 33172.

Resident hereby authorizes Landlord, Landlord's agents/representatives to sign for and/or accept on resident's behalf, any parcel/package delivered to resident, including but not limited to any parcel/package delivered by the U.S. Postal Service or by any private courier service or individual. Residents understands and agrees that landlord may refuse to accept any parcel/package that, in their sole discretion: (i) contains perishable items; (ii) poses a danger to any person or property; or (iii) is a size and/or weight that they are either unable or unwilling to store or maintain for any period of time.

**Sign-up Fees:** Resident agrees to a one-time administrative sign-up fee of **\$25** as part of the parcel/package services. At the initial sign-up, residents are responsible to provide the landlord an accurate email for all authorized parcel/package locker users in their apartment. It is further agreed that landlord will not be responsible for updated or inaccurate email addresses previously provided.

Resident hereby acknowledges and agrees that parcel/package services are NOT available to non-residents.

**Parcel restrictions:** Maximum weight of parcel/package is restricted to 50 lbs. or less. Parcel/package cannot be larger than 37 inches wide, 70 inches tall, and 23 inches deep. The landlord may refuse to accept any parcel/package that exceeds the above stated parcel/package restrictions. Resident acknowledges and agrees that any parcel/package that is attempted to be delivered (whether addressed to resident or any other occupant in their apartment) that does not fit in the Luxor locker(s) will not be accepted at the landlord's community. Landlord, landlord's representatives, affiliates, etc. will not be liable for its whereabouts, whether returned or lost. To ensure all residents are afforded this amenity, residents may receive a maximum limit of 5 parcels/packages a week per apartment.

**Excessive Parcel/Package Usage:** Resident's receiving over 5 parcels/packages a week per apartment will constitute excessive parcel/package usage and resident agrees to pay the following surcharges:

- Six (6) through ten (10) parcels/packages a week per apartment, resident will incur a surcharge of \$3 per parcel/package
- Eleven (11) through fifteen (15) parcels/packages a week per apartment, resident will incur a surcharge of \$5 per parcel/package
- Over fifteen (15) parcels/packages a week per apartment, resident will incur a surcharge of \$10 per parcel/package

The above stated excessive usage amounts and surcharges are subject to change at landlord's discretion. Additionally, Resident agrees that any abuse or misuse of the parcel/package services either by resident or resident's occupants will result in resident, and all other users in resident's apartment being indefinitely prohibited from the use of said parcel/package services.

**Parcel/Package Pick up, Return to Sender, or Dispose of:** Resident(s) agrees that parcels/packages MUST be picked up immediately upon receipt of notice. Further, Resident agrees all parcels/packages not picked up within 48 hours of delivery date will result in resident incurring a fee of \$3 daily, per package, commencing on the 3<sup>rd</sup> day from delivery date. Said fees will continue until the 7<sup>th</sup> day of the delivery date, for a maximum amount of \$15 per package, to be paid to landlord as an additional rent. Parcels/packages not picked up within 7 days from the delivery date will be returned to sender on the 8<sup>th</sup> day from the parcel/package delivery date, i.e., delivery date January 10, if not picked up by resident by January 17, the parcel(s)/package(s) will be returned to sender on January 18, or disposed of. Resident(s) agrees to all costs, as above stipulated. All parcel/package fees, surcharges, etc. are deemed rent and will be collected as same.

**Release of Liability:** Residents agrees that Landlord, landlord's agents and their affiliates are not responsible for any parcel/package and residents hereby agrees the landlord, landlord's representatives/employees are **released** from any liability pertaining to parcels/packages.

Resident(s) agrees that Landlord, its agents and employees are not responsible for verifying the condition upon receipt of goods on behalf of the Resident(s), or for the proper storage for the goods of the Resident(s). Resident specifically waives any right of action that may brought concerning acceptance or denial of a parcel/package for the Resident(s) by the Landlord, its agents, employees, owners, successors and assigns. Resident(s) hereby understands and agrees that the Landlord will not be held liable for any loss, or damage to parcel(s)/package(s) and hereby acknowledges and agrees to indemnify the Landlord, its agents, employees, owners, successors, and assigns for any costs, fees, or judgments, including attorney fees, should any third party make a claim against or sue the Landlord based upon the loss or theft of a parcel/package which was directed to the Resident(s) or to the premises of the Resident(s) by the third party claiming damages or loss.

**Resident agrees any issues with parcels/packages are to be addressed with Luxor One's customer service at (415) 390-0123, and not with landlord, or any of landlord's representatives.**

It is hereby acknowledged by the parties that they have read, understand, and agree to all the terms stated above regarding **the use of parcel/package services.**

**IN WITNESS WHEREOF**, the landlord has hereunder caused this agreement to be executed by its duly authorized and constituted agent and the resident(s) has/have hereunto set her/his hand and seal on the day and year hereafter.

In the presence of:

**LESSEE/RESIDENT:**

**AGENT FOR LESSOR/OWNER:**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Owner/Agent Name**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Owner/Agent Signature**

Rev 01.29.20

<sup>2</sup> *Sree Vishnu Suragowuni*

<sup>3</sup> *Liliana Cancino*

## SPECIAL NEEDS REGISTRY FOR RESIDENTS

A Special Needs Registry is available to our residents who would require Special Needs Assistance in the event of an emergency. Participation in the registry is voluntary and all information is strictly confidential, **used only for emergency purposes**. Residents interested need to complete the Special Needs Registry area of this application. This form authorizes the landlord to convey addresses of persons requiring special needs assistance to first responders including police and fire department personnel.

What type of Special Needs Assistance do you require? (please check all that apply:)

- ☐ Mobility (Walking/transferring)  
☐ Visual guidance (☐ blind ☐ visual impairment)  
☐ Communicating (☐ deaf ☐ nonverbal )  
☐ Other (please explain):

Do you use medical equipment requiring electricity? ☐ Yes ☐ No (☐ intermittent ☐ continuous)

Name: **Sree Vishnu Suragowni**

Address: 9591 Fontainebleau Blvd. # 503 Miami, FL 33172

Phone: (317) 935-3619

Emergency Contact: (317) 922-9493

\_\_\_\_\_  
APPLICANT'S SIGNATURE / DATE

\_\_\_\_\_  
APPLICANT'S SIGNATURE / DATE

\_\_\_\_\_  
APPLICANT'S SIGNATURE / DATE

<sup>1</sup> *Sree Vishnu Suragowni*      <sup>2</sup> *Liliana Cancino*

# Lease Packet

## Signature Details

	Signer	IP Address	Date Signed
Promotional Discount Addendum			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:22:58 AM
2	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:55:39 AM
Modified Lease			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
2	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
3	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
4	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
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17	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
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21	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
22	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
23	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
24	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
25	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
26	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
27	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
28	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
29	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
30	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:23:39 AM
31	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:55:55 AM
<b>Renter's Insurance Agreement</b>			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:24:58 AM
2	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:55:57 AM
<b>Lease Application Agreement</b>			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:26:17 AM
2	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:55:57 AM
<b>Early Termination Addendum</b>			

1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:26:47 AM
2	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:55:59 AM
<b>Pet and Animal Addendum</b>			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:27:18 AM
2	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:27:18 AM
3	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:55:59 AM
<b>Parcel Package Acceptance and Release Addendum</b>			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:27:43 AM
2	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:27:43 AM
3	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:56:00 AM
<b>Special Needs Registry Addendum</b>			
1	<b>Sree Vishnu Suragowni</b> Primary (12567625)	155.109.5.23	02/26/2020 11:28:16 AM
2	<b>Liliana Cancino</b> Owner/Manager	76.233.87.167	02/28/2020 11:56:01 AM