

### APARTMENT LEASE CONTRACT



January 6, 2025 Date of Lease Contract: (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

### ${\bf Moving\ In-General\ Information}$

"lease") is between <i>you</i> , the resident(s) (list all people signing the	3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.  The initial term of the Lease Contract begins on the _15th_ day
Lease Contract): Clifton Price	of <u>March</u> , <u>2025</u> , and ends at 11:59 p.m. the <u>14th</u> day of <u>July</u> , <u>2026</u> .
	This Lease Contract will automatically renew month-to-month unless either party gives at least60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us
and us, the owner: Northland Terra Bella LLC  (name of apartment community or title holder). You've agreed to	for liquidated damages in the sum of \$ 2005 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the
rent Apartment No. 110 , at 2260 Terra Cotta Cove	lease term if the lease will not be renewed.
(street address) in Land O'Lakes (city), Florida, 34639 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.	Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-
The <b>X</b> Owner or <b>\_</b> Manager of these apartments is <b> Northland Terra Bella LLC</b>	to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants Either party may terminate a month-to-month tenancy by giving
whose address is 23700 Viento Drive Land O'Lakes FL 34639 Such person or company is authorized to receive	the other party written notice no later than 30 days' prior to the end of the monthly rental period. If you fail to provide us at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to
notices and demands in the landlord's behalf.  A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: 23700 Viento Drive Land O' Lakes FL 34639	us for an additional 1 month's rent. <b>4. SECURITY DEPOSIT.</b> Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$, due on or before the date this Lease Contract is signed.
Except as otherwise required by applicable law, any notice required	Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:
by this Lease or law shall be in writing and shall be deemed to be delivered to you if: (a) delivered personally; (b) sent electronically via email to any email address on file with us as provided by you; (c) posted to the door of your address shown above; or (d) mailed	1 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: Citibank
by U.S. First Class Mail to your address shown above.	whose address is 11521 US Highway 1, Palm Beach Gardens, FL 33410
. OCCUPANTS. The apartment will be occupied only by you and (list	; OR
all other occupants not signing the Lease Contract):	2. In a separate INTEREST bearing account for your benefit in the following bank:
	whose address is
	If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.
	3. In a commingled account at the following bank
No one else may occupy the apartment. Persons not listed above	whose address is
must not stay in the apartment for more than days without our prior written consent. <i>If the previous space isn't filled</i>	provided that the landland neets a sount hand will it
in, two days per month is the limit.	provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent

per year simple interest.

<u>CP</u> <u>Initials of Resident.</u> Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:
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.
<b>KEYS.</b> You will be provided <b>2</b> apartment key(s), <b>2</b> mailbox key(s), FOB(s), and/or <b>1</b> other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.
<b>RENT AND CHARGES.</b> Unless modified by addenda, you will pay \$2005.00per month for rent, payable in advance and without demand:
at the on-site manager's office, or at our online payment site, or at www.thevillageatterrabella.com

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the \_\_\_\_ 3rd \_\_\_ day of the month, you'll pay a late charge. Your late charge will be (check one) **X** a flat rate of \$ \_\_\_**150.00**\_\_ or \_\_\_\_\_ \_% of your total for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

Prorated rent of \$ 1099.52 is due for the remainder of [check

one]: 1st month or 2nd month, on \_

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added

costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. UTILITIES. We	'll pay for	the following ite	ems, if checked:
water	gas gas	electricity	master antenna.
wastewater	🔲 trash	able TV	
other			
_			

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

**9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See	Additional	Special	Provisions

See any additional special provisions.

- 11. EARLY MOVE-OUT. Unless modified by an addendum, if you:
  - (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
  - (2) move out at our demand because of your default; or
  - (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

- 12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for-repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you
- 13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. 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.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

### 15. RENT INCREASES AND LEASE CONTRACT CHANGES.

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- ${\bf 17.~AD~VALOREM~TAXES/FEES~AND~CHARGES-ADDITIONAL~RENT.}$

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

### While You're Living in the Apartment

- 19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
- 20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law

- **22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
  - (1) has a flat tire or other condition rendering it inoperable; or
  - (2) is on jacks, blocks or has wheel(s) missing; or
  - (3) has no current license plate or no current registration and/or inspection sticker; or
  - (4) takes up more than one parking space; or
  - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
  - (6) is parked in a marked handicap space without the legally required handicap insignia; or
  - (7) is parked in space marked for manager, staff, or guest at the office; or
  - (8) blocks another vehicle from exiting; or
  - (9) is parked in a fire lane or designated "no parking" area; or
  - (10) is parked in a space marked for other resident(s) or unit(s); or
  - (11) is parked on the grass, sidewalk, or patio; or
  - (12) blocks garbage trucks from access to a dumpster; or
  - (13) belongs to a resident and is parked in a visitor or retail parking space.
- 23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
- 24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.
- **25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

### Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the

pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Fire Protection.** Please check only one box: ☐ Fire protection is **NOT** available or ☒ Fire protection **IS AVAILABLE**. Description of fire protection available (not applicable unless the box is checked):

		_
X	Sprinkler System in apartment	
	Sprinkler System in common areas	
X	Smoke detector	
	Carbon monoxide detector	
	Fire extinguisher	
	Other (Describe):	

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage,  $or \ remove \ our \ property, including \ alarm \ systems, smoke \ detectors$ and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing. You acknowledge, understand, and agree that we have that right to make material alterations, changes, or improvements to the apartment at any time during the lease term at our discretion, and you agree not to interfere with or prevent us from completing such alterations, changes, or improvements to the apartment.

Liens for Improvements. The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease DOES NOT allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 24 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or

other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animalviolation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving. in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

- 29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:
  - (1) we provide you with written notice to enter at least 24 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

- (2) entry is for: responding to your request; making repairs, improvements, or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smokedetector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.
- 30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

### Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

- **32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:
  - keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
  - (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
  - (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
  - (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice:
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

(c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**Recycling Program Disclosure Notification.** Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

33. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application;

(5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

### $Termination of Rental \, Agreement \hbox{-} \, Your \, Failure \, to \, Comply \, with \, F.S. \, 83.52 \, or \, Material \, Provisions \, of \, the \, Lease.$

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your noncompliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent

is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered  $possession\ of\ the\ apartment, or\ because\ you\ abandoned\ possession$ of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

### **General Clauses**

34. ENTIRE AGREEMENT. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and

oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

### 35. NO AUTHORITY TO AMEND UNLESS IN WRITING.

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

- **36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.
- **37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed. Email addresses are used for the purpose of informing residents about events and promotions concerning the premises, notifications relating to safety and maintenance, and notifications concerning your contractual obligations under this Lease. Generally, you may opt out of such emails related to events and promotions, but you acknowledge that we reserve the right to send you, and you agree to receive, information via email regarding safety, maintenance, notices, and communications on other issues, including those related to contractual obligations. You understand that opting out of emails related to events and promotions may result in you not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Resident in this Lease, or any adult occupant, or sent to any email address on file as provided by any Resident, constitutes notice to all persons named as a Resident in this Lease.

#### 38. MISCELLANEOUS.

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- L. You affirmatively state that you are not a criminal sex offender.
- M. You understand, acknowledge and agree that this contract is personal in nature, and our agreement to enter into this contract is based in part on your personal credit. You shall not assign, sell, hypothecate, or transfer any rights, duties, obligations, benefits, or claims under this Lease and/or to the security deposit and/or advanced rent, including but not limited to any rights to receive any payments or refund of all or any portion of the security deposit, advanced rent, or rights to any claims or causes of action that you may have against the landlord, its agents, employees, or officers, stemming from this Lease, including, but not limited to, claims or causes of action arising under a statute, contract, or tort. Any assignment or purported assignment in violation of this provision is unenforceable and shall be deemed null and void.
- **39. RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "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 gas and radon testing may be obtained from your county health department."

**40. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

#### 41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:

To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

- 42. CONTACTING YOU. By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
- **43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

- **44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
  - Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
- **45. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.
- **46. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

### When Moving Out

- **47. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.
- 48. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address at least seven (7) days before you vacate or abandon the premises. You are required to serve this notice at our address specified in Paragraph 1 of this Lease only and via certified mail or personal delivery at our address only. Failure to give such notice in compliance with this paragraph to our address specified in Paragraph 1 shall relieve us of the notice requirements in Fla. Stat. § 83.49(3)(a), but shall not waive any right you may have to the security deposit or any part of it.
- **49. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 50. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

### 51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid contractual fees, early termination charges, or liquidated damages if applicable; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smokedetector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/ manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

#### **52. SURRENDER AND ABANDONMENT.**

**Surrender.** You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned

**Abandonment.** As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence. Surrender, abandonment, and judicial eviction end your right of  $possession\,for\,all\,purposes\,and\,gives\,us\,the\,immediate\,right\,to:\,clean$ up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and  $\,$ Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

### Severability, Signatures, Originals and Attachments

- **53. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- **54. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.	•
Read it carefully before signing.	

Resident or Residents (all sign below)	Date Signed
Clifton Price	01/10/2025
Owner or Owner's Representative (signing on behalf of owner)	Date Signed
Irina Hearn	01/10/2025

Address and phone number of owner's representative for notice purposes 23700 Viento Drive Land O'Lakes FL 34639 (813) 895-3960 Name and address of locator service (if applicable) SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) For all after-hours lock-out calls, we will only open the door for you or occupants listed in the Lease Contract and who have provided proper photo identification. We will assess a charge of \$200 for after-hours lock-out calls. "After hours" is defined as any time the community's management office is not open for business. All residents requesting to transfer to another apartment must submit a completed, signed Northland Resident's Request to Transfer at least 30 days before the proposed date of transfer. If such a transfer request is approved, the resident must pay a one-time, nonrefundable Transfer Fee of \$1,500.00 prior to occupancy of the new apartment. This does not apply to transfers at the end of a Lease Contract.



### ADDITIONAL SPECIAL PROVISIONS

 $Becomes\ part\ of\ Lease\ Contract$ 



DWELLING DESCRIPTION. 2260 Te		Tarid OlTaba	
(street address),110 Florida,34639	(unit no. if applicable) in (zip code).	Land O'Lakes	(city)
LEASE CONTRACT DESCRIPTION.	` ` `	6, 2025	
Owner's name: North1	and Terra Bella LLC		
Residents (list all residents): Clifton	n Price		
		en the door for you or occupant	
charge of \$200 for after-hou	ırs lock-out calls. "Aft	photo identification. We will a er hours" is defined as any tim	e the
	<del>-</del>	ess. All residents requesting to the Morthland Resident's Request	
Transfer at least 30 days be	efore the proposed date	of transfer. If such a transfer	request
		refundable Transfer Fee of \$1,5 not apply to transfers at the e	
Lease Contract.	aparament. Into acco	not apply to transfers at the c	
Resident or Resid	ents	Date of Signing Addendum	
(All residents must	sign)		
Clifton Price		01/10/2025	
Owner or Owner's Repr	esentative	Date of Signing Addendum	
Irina Hearn		01/10/2025	
		01/10/2023	





Resident

# LEASE CONTRACT ADDENDUM CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT



DWELLING UNIT DE	SCRIPTION. Unit No.	110	, <u>ZZ</u> 0U Ter	ra Cotta Cove	(street address) in
	Land O'Lakes		<i>(city)</i> , Florida,	34639	(zip code).
	ESCRIPTION. Lease (hland Terra Bella		ary 6, 2025		
Residents (list all residents)	dents):				
Clifton Price					
incorporated into and	titutes an Addendum to made a part of such Lea ns found in the Lease Co	se Contract. Where t	the terms or conditions	_	-
a writ of possession, of the dwelling unit, you to which we may be et §83.595(4)) OR you n §83.595(1), (2) or (3)	orida Statutes §83.595, in you have surrendered may choose to pay a liquittled. As such, you may elect to allow us to J. This choice must be may forth herein, then we we	possession of the duidated damage or of the desired electropay a fixed charge what is other ade at the time the	welling unit before the learly termination fee and amount as specified be erwise allowed by state Lease Contract is signe	ease term expires, or mount instead of oth Plow under Choice 1 Lute under Choice 2 ( d. If no choice is mad	r you have abandoned er statutory damages (pursuant to Fla. Stat. pursuant to Fla. Stat. le, and you breach the
Mark only one Choice.					
Choice 1  X CP Initial	liquidated dam breach the Lease possession of th dwelling unit, or understand and election is made In the event this property damage of the month in damages or ear	ages or early term e Contract and we he ne dwelling unit be r if you elect to term accept this liquida e by you at the ince Choice 1 is elected ges to the dwelling which we retake p ly termination fee . However, we waiv	n amount that does nination fee in accord ave obtained a writ of efore the lease term on the Lease Control of the dwel amount set forth in the the right to seek additional ways and the control of the dwel amount set forth in the the right to seek additional and the control of the control of the control of the control of the dwel amount set forth in the control of the co	ance with Fla. State possession, or if you be expires, or if you he ract before the least ermination fee special ract. To rent and all other ear and tear) accruling unit, in addition is paragraph in accrubic paragraph in	t. §83.595(4) if you u have surrendered ave abandoned the e term expires. You cified herein, which charges (including ted through the end on to the liquidated ecordance with Fla.
Choice 2  Initial	You do not agreemay seek dama (3) if you breach surrendered portion abandoned the term expires.	e to liquidated dan ges as provided by h the Lease Contra ossession of the d dwelling unit, or i	nages or early termina law in accordance w ct and we have obtain welling unit before the f you elect to terminated, you may owe futur	ith Florida Statutes led a writ of posses he lease term expi te the Lease Contra	s §83.595(1), (2) or sion, or if you have tres, or if you have act before the lease
	<b>esident or Residents</b> Residents must sign here	)	Owner	or Owner's Represo (signs here)	entative
Clifton Price		01/10/2025	Irina Hearn		
Resident		Date	_		-1
Resident		Date		ate of Lease Contra January 6, 2025	
Resident		Date		January 0, 2025	,
Resident		Date			
Resident		Date			

Date



### **ANIMAL ADDENDUM**



Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1.	DWELLING DESCRIPTION. 2260 Terra Cotta Cove	that it was dangerous, unsuited for dwelling living, or had previously injured someone or damaged property. You may
	(street address), 110 (unit no. if	keep the animal that is described below in the dwelling until the Lease Contract expires.
	applicable) in Land O'Lakes	
2	(city), Florida, (zip code).	But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of
Z.	LEASE CONTRACT DESCRIPTION.  Lease Contract Date: January 6, 2025	the rules in this Addendum.
	Owner's name: Northland Terra Bella LLC	4 ANYMAY DEDOCUTE A 1 1 1 1 1 CA 0 00
	Residents (list all residents):	<b>4. ANIMAL DEPOSIT.</b> An animal deposit of \$ <b>0.00</b> will be charged. We [check one] □ will consider, or □ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Lease Contract [check one] □ does, or □ does not include this additional deposit amount. Refund of the
	Clifton Price	animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.
		5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$\_25.00\$. The monthly rent amount in the Lease Contract [check one] \( \bigcirc\) includes \( \bigcirc\) does not include this additional animal rent.
		<b>6. ADDITIONAL FEE.</b> You must also pay a one-time fee of \$ for the animal. It is our policy to not charge a deposit for support animals.
	The term of this Addendum is as follows:	deposition support annuals.
	Begins on and	7. LIABILITY NOT LIMITED. The additional monthly rent and
	ends on	additional security deposit under this Animal Addendum do
	This Addendum constitutes an Addendum to the above	not limit residents' liability for property damages, cleaning,
	described Lease Contract for the above described premises,	deodorization, defleaing, replacements, or personal injuries.
	and is hereby incorporated into and made a part of such Lease	8. DESCRIPTION OF ANIMAL(S). You may keep only the
	Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found	animal(s) described below. You may not substitute any other
	in the Lease Contract, this Addendum shall control.	animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish,
3.	A.   NO APPROVED ANIMALS. If this box is checked, you	rodent, arachnid, or insect—into the dwelling or community.
	are not allowed to have animals (including mammals, reptiles,	Animal's name: <b>Aang</b>
	birds, fish, rodents, and insects), even temporarily, anywhere	Type: Dog
	in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals	Breed: German Sherpherd Color: Brown
	for you, your guests, and occupants pursuant to the parameters	Weight: 70.00 Age: <u>4</u>
	and guidelines established by the Fair Housing Act, HUD	City of license:
	regulatory guidelines, and any applicable state and/or local	License no.:
	laws.	Date of last rabies shot:
	B. X CONDITIONAL AUTHORIZATION FOR ANIMAL.	Housebroken?
	If this box is checked you affirmatively represent and warrant	Animal owner's name:
	that as of the date of this Lease and throughout the term of	
	the Lease each of the animals described below is suited for	
	living in the community; does not pose a danger or threat of	Animal's name: Max
	any kind to any person or property; has not displayed vicious,	Type: <u>Cat</u> Breed: <b>Shorthair</b>
	aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any	Color: Gray
	damage to your or another person's property. You affirmatively	Weight: 10.00 Age: 5
	represent and warrant that you have never had a claim or	City of license:
	lawsuit filed against you or anyone else for an injury or damage	License no.:
	caused by or related to your ownership or possession of the	Date of last rabies shot:
	animal. You understand and agree that our approval of the	Housebroken?
	animal to live in the dwelling is expressly conditioned upon	Animal owner's name:
	truthful disclosures and representations above, that nothing	
	occurs during the term of the Lease that would make the disclosures or representations inaccurate or untrue and that	
	ousclosures or representations inaccurate or lintrile and that	

we would not have approved the animal had you disclosed

Type:	i o mamei				
Weight	:		Age:		
Date of	last rab	ies shot: _			
Housel	oroken? _				
Anima	l owner's	s name: _			
_			_		
-					
Date of	i iast rabi	ies snot: _			
Housei Anima	)roken: _ Lowpor's	c namo:			
AIIIIIIa	i owner s	s manne			
				lowing spec s of this prir	
				ded to th	
if th	e resi	dent do	es not	pick up	after
pet.	A fine	of \$25	0 will	be added	to the
accou	nt if	resider	nt does	not have	pet on
leash	١.				
EMER	RGENCY.	In an e	mergency	y involving a	an accident
				y involving a	
injury take t	to your he anima	animal, val to the fo	ve have t	y involving a he right, but reterinarian	not a duty,
injury take t	to your	animal, val to the fo	ve have t	he right, but	not a duty,
injury take t at you	to your he anima ir expens	animal, val to the fo	we have t	he right, but eterinarian	not a duty,
injury take t at you Docto	to your he anima ir expens	animal, val to the fo	we have t	he right, but reterinarian	not a duty,
injury take t at you Docto Addre	to your he anima ir expens or:	animal, val to the fo	we have t	he right, but veterinarian	not a duty,
injury take t at you Docto Addre City/S	to your he anima expens r: ess: State/Zip	animal, val to the fo	we have t	he right, but veterinarian	not a duty,

Animal's name

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

- Inside, the animal may urinate or defecate *only* in these designated areas:
- Outside, the animal may urinate or defecate *only* in these designated areas:
- Animals may not be tied to any fixed object anywhere outside the dwellings, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwellings.
- Your animal must be fed and watered inside the dwelling.
   Don't leave animal food or water outside the dwelling at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.

Unless we have designated a particular area in your

- dwelling or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- You will have the animal vaccinated and/or receive any shots or medical care as required by law. You will also obtain any licenses and/or permits for the animal as required by law. We may request proof of necessary vaccinations, licenses or permits at any time. Your failure to provide us such information is a material breach of this Lease Contract.
- **12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- **14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- **15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
  - abandoned the animal;
  - left the animal in the dwelling for an extended period of time without food or water;
  - failed to care for a sick animal;
  - violated our animal rules; or
  - let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

- **17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these
- 18. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- **19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

	Resident or Residents (All resident's must sign)	Owner or Owner's Representative (Signs below)
Clifton Price		Irina Hearn
		Date of Signing Addendum
		01/10/2025



### **UTILITY AND SERVICES ADDENDUM**



This	Utility Addendum is incorporated  January 6, 2025 between		ract (referred to in this addendum as "Lease Contract" or "Lease") dated
("We'	and/or "we" and/or "us") and <b>Clif</b>	ton Price	
("You			located at 2260 Terra Cotta Cove (street address) in Land O'Lakes, FL 34639
Wher	above described Lease Contract for tl	ne above described pr	to all terms and conditions in the Lease. This Addendum constitutes an Addendum remises, and is hereby incorporated into and made a part of such Lease Contract. contradict any terms or conditions found in the Lease Contract, this Addendum
1. Re	esponsibility for payment of utilities, a	and the method of me	etering or otherwise measuring the cost of the utility, will be as indicated below.
a)	If flat rate is selected, the curr	vider; or ervice provider to us ent flat rate is \$	and then allocated to you based on the following formula: 1 per month.
b)	If flat rate is selected, the curr	vider; or ervice provider to us ent flat rate is \$	and then allocated to you based on the following formula: 1 per month.
c)	Gas service to your dwelling will be ☐ directly to the utility service pro ☐ gas bills will be billed by the serv ☐ If flat rate is selected, the curr	paid by you either: vider; or vice provider to us an ent flat rate is \$	nd then allocated to you based on the following formula: <b>N/A</b> per month.
d)	If flat rate is selected, the curr	vider; or ervice provider to us a ent flat rate is \$	and then allocated to you based on the following formula: per month.
e)	If flat rate is selected, the curr	vider; or ervice provider to us ent flat rate is \$	er: and then allocated to you based on the following formula: per month.
f)	☐ If flat rate is selected, the curr	vider; or ne service provider to u ent flat rate is \$	either: us and then allocated to you based on the following formula: per month.
g)	If flat rate is selected, the curr	vider; or service provider to use ent flat rate is \$	her: s and then allocated to you based on the following formula: per month.
h)	If flat rate is selected, the curr	vider; or oy the service provider ent flat rate is \$	you either: r to us and then allocated to you based on the following formula: per month.
i)	If flat rate is selected, the curr	vider; or service provider to us ent flat rate is \$	ner: s and then allocated to you based on the following formula: per month.
j)	If flat rate is selected, the curr	vider; or ne service provider to rent flat rate is \$	u either: us and then allocated to you based on the following formula: per month.
k)	(Other) Amenity Fee/Common ☐ directly to the utility service pro ☑ bills will be billed by the service pro ☑ If flat rate is selected, the current	Charge vider; or provider to us and the rent flat rate is \$	service to your dwelling will be paid by you either: en allocated to you based on the following formula: 4  130.00 per month.

	l) (Other) <b>N/A</b>			service to your dwelling will be paid by you either.
	<ul> <li>directly to the utility service provider;</li> <li>bills will be billed by the service provide</li> <li>If flat rate is selected, the current fla</li> <li>3rd party billing company if applical</li> </ul>	er to us and then allocat at rate is \$		per month.
	METERING/ALLOCATION METHOD KEY  "1" - Sub-metering of all of your water/gas/o  "2" - Calculation of your total water use bas  "3" - Calculation of your total water use bas  "4" - Flat rate per month  "5" - Allocation based on the number of pers  "6" - Allocation based on square footage of y	ed on sub-metering of hed on sub-metering of consub-metering of cons residing in your dyons residing in your dyour dwour dwelling unit	old water velling unit velling unit using a	
	<ul> <li>"8" - Allocation based on a combination dwelling unit</li> <li>"9" - Allocation based on the number of bed</li> <li>"10" - Allocation based on a lawful formula not (Note: if method "10" is selected, a separation.</li> </ul>	rooms in your dwelling ot listed here	unit	it and the number of persons residing in your formula used)
2.	costs in accordance with state and local statute areas or in other residential units as well as add as a basis for estimating total utility consum accurately reflect actual total utility consumpts share of utilities and services and all other bil descriptions of billing methods, calculations at If a flat fee method for trash or other utility se	es. Under any allocation ministrative fees. Both I aption is fair and reaso ion for Resident. Where alling methods, in our so and allocation formulas rvice is used, Resident a	method, Resident m Resident and Owner nable, while recogn lawful, we may chan le discretion, and a will be provided up and Owner agree th	share of the utilities and services provided and all hay be paying for part of the utility usage in common ragree that using a calculation or allocation formula nizing that the allocation method may or may not ge the above methods of determining your allocated fter providing written notice to you. More detailed non request.  at the charges indicated in this Agreement (as may ant for the service(s) provided and that the amount
3.	billed is not based on a monthly per unit cost. When billed by us directly or through our bill issued at the place indicated on your bill, or the below. The late payment of a bill or failure to	ing company, you must he payment will be late, pay any utility bill is a nd including eviction f	pay utility bills wit If a payment is late material and subst for nonpayment. To	thin days of the date when the utility bill is e, you will be responsible for a late fee as indicated antial breach of the Lease and we will exercise all to the extent there are any new account, monthly
	New Account Fee: Monthly Administrative Billing Fee: Late Fee: Final Bill Fee: If allowed by state law, we at our sole discretion	\$ 0 \$ 9% \$ 10.00 \$ 0	_ (not to exceed \$ _ _ (not to exceed \$ _	9% 10.00 0
4.	You will be charged for the full period of time dwelling. If you breach the Lease, you will be the Lease, subject to our mitigation of damag	that you were living in, responsible for utility c es. In the event you fail	occupying, or respondersharges for the time to timely establish	onsible for payment of rent or utility charges on the period you were obliged to pay the charges under utility services, we may charge you for any utility for billing for the utility service in the amount of
5.			ted based on your p	rior utility usage. This bill must be paid at the time
6.	dwelling unless such loss or damage was the d	lirect result of negligen	ce by us or our emp	s, or fluctuations in utility services provided to the loyees. You release us from any and all such claims g due to such outages, interruptions, or fluctuations
7.	You agree not to tamper with, adjust, or discond of your Lease and may subject you to eviction			vice. Violation of this provision is a material breach ur Lease, this Utility Addendum and at law.
8.	Where lawful, all utilities, charges and fees of accepted by the Owner, they will be allocated			dered additional rent, and if partial payments are
	of any change in such number of occupants an	d/or the identity of occ	upants.	d in the Lease. You agree to promptly notify Owner
10.	You agree that you may, upon thirty (30) day services, at which time such additional utilities			i, begin receiving a bill for additional utilities and luded in the term Utilities.
11.	jurisdiction where such use would be unlawfulaw, such provision shall be ineffective to the the remainder of this addendum or the Lease.	al. If any provision of th extent of such invalidity Except as specifically s	is addendum or the y or unenforceabili tated herein, all ot	large, or fee mentioned herein will be used in any Lease is invalid or unenforceable under applicable by only without invalidating or otherwise affecting her terms and conditions of the Lease shall remain rms of the Lease, the terms of this Addendum shall
12	The following special provisions and any add Addendum and will supersede any conflicting With each monthly payment of r	provisions of this print	ted Utility Addendu	•
	charge in the amount of \$130.0	0 for pest cont	rol, trash se	
	service.	, processing and	a technology	y package for video and internet

<u> </u>		
Resident Signature Clifton Price	Date	01/10/2025
Resident Signature	Date	
Management Irina Hearn	Date	01/10/2025



### **BED BUG ADDENDUM**

Date: \_\_\_\_\_\_ January 7, 2025

(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

l.	DWELLING UNIT DESCRIPTION.					
	Unit No 110, 2260 Terra Cotta					
	Cove					
	(street address) in					
	Land O'Lakes					
	(city), Florida, <u>34639</u> (zip code).					
2.	LEASE CONTRACT DESCRIPTION.					
	Lease Contract Date: <b>January 6, 2025</b>					
	Owner's name: Northland Terra Bella LLC					
	Residents (list all residents):					
	Clifton Price					
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease					
	Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found					

- **3. PURPOSE:** This addendum modifies the Lease Contract to address any infestation of bed bugs (Cimex lectularius) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.
- 4. MANAGEMENT REPRESENTATION AND INSPECTION:

in the Lease Contract, this Addendum shall control.

- Management represents that it is not aware of any current infestation or presence of bed bugs in the dwelling unit. Under Florida law, only a licensed pest control professional, hereinafter "Pest Control" is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. You acknowledge that you have either: (a) inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation; or (b) you will inspect the dwelling within 48 hours of receiving keys for possession of the dwelling and will notify us of any bed bugs or bed-bug infestation. If you do not notify us of any bed bugs within 48 hours of receiving keys for possession of the dwelling, you agree and represent that your dwelling does not have bed bugs at the time you took possession of the dwelling.
- 5. BEDBUG INFORMATION: Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of any infestation or presence of the bed bugs in Resident's current or previous dwelling(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestation or issues which Resident may have experienced or are experiencing and has not been subjected to or living in an environment, dwelling, or home in which there was a bed bug infestation or presence. Resident represents that if he or she WAS previously living in a dwelling

- or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment from Pest Control and inspect Resident's personal property and possessions to confirm the absence of bed bugs.
- 6. USED AND DISCARDED ITEMS: Resident acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the dwelling and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. Resident represents and agrees that he or she shall not allow such property to enter the dwelling without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the dwelling. Resident shall be required to provide proof that any such item has been inspected and or treated by Pest Control.
- 7. ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION: Resident shall allow Management, Maintenance staff and Pest Control to have full access to the dwelling at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. Resident and the Resident's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Resident must follow all directions of Management and Pest Control to treat the dwelling. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Simultaneously as we treat the dwelling, unless otherwise prohibited by law, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pestcontrol company that we approve. The Resident is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of Management or Pest Control and holds Management and Pest Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.
- **8. NOTIFICATIONS BY RESIDENT:** Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the dwelling or in any of Resident's clothing, furniture, and/or other personal property. Resident shall promptly notify Management of any recurring or unexplained bites, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the dwelling. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. Resident shall not try to treat the dwelling for a bed bug infestation on his own or hire any outside pest control company and acknowledges that Management has the full right to select its own Pest Control to perform treatments and cleaning of the dwelling and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

9. METHOD OF TREATMENT: If Management decides to have the dwelling treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Management and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

### 10. ON SITE TRANSFERS OR TEMPORARY VACATING:

- **A. On-Site Transfers:** If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Management and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Management or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Management OR Pest Control, Resident or Resident's family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated by Management or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident's personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.
- Temporary Vacating: If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2)(a)1., Management's only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Management may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling is habitable, Management shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.
- 11. RESIDENT CAUSED CONDITIONS: If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment Management incurs to remedy the bed bug infestation situation. If Management must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings.

- 12. NON-RESIDENT CAUSED BED BUG INFESTATIONS: If in the sole opinion of Management and Pest Control the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the dwelling, AT MANAGEMENT'S OPTION the Lease Contract may be terminated and Resident may still be required to vacate the dwelling and return possession of the premises to Management if it is determined by Pest Control that it is not feasible to eradicate the infestation with the Resident continuing to reside on the premises. Management shall not be responsible for Resident's consequential losses if the Lease Contract is so terminated.
- **13. DAMAGES:** Under no circumstances shall Management or Resident be liable to each other for punitive damages for breach of contract related to bed bugs.
- 14. LEASE TERMINATION: In the event bed bugs are determined to be in the dwelling, Management shall have the right to terminate the tenancy by giving Resident seven days' written notice requiring Resident to permanently vacate the dwelling and remove all furniture, clothing, and personal belongings. Management in its sole judgment shall have the right to terminate the tenancy and obtain possession of the dwelling regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, Resident must vacate the dwelling upon such termination. A Resident who fails to vacate after the lease has been terminated shall be subject to an eviction action and assumes all risks of remaining in the dwelling.
- **15. INVALID OR UNENFORCEABLE PROVISIONS:** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

16 SPECIAL PROVISIONS

You are legally bound by this document. Please read it carefully.

Clifton Price	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below) Irina Hearn
		Date of Signing Addendum
		01/10/2025
		<del></del>

### **BED BUGS - A Guide for Rental Housing Residents**

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

### Bed bugs don't discriminate

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

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

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

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

### Bed bugs don't transmit disease

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

### **Identifying bed bugs**

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

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed.

- However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

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

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

### Bed bug do's and don'ts

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





### MOLD INFORMATION AND PREVENTION ADDENDUM

Becomes part of Lease Contract



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1.	DWELLING DESCRIPTION			ION.
	2260	Terra	Cotta	Cove

(street address),	110	(unit no. if
applicable) in	Land O'Lakes	
<i>(city),</i> Florida,	34639	(zip code).

2. LEASE CONTRACT DESCRIPT	ION.
----------------------------	------

Lease Contract Date: January 6, 2025
Owner's name: Northland Terra Bella LLC
Residents (list all residents):
Clifton Price

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- **4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans

in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.
- 5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- 6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

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	Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from <i>porous</i> items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.	10. SPECIAL PROVISIONS. The following special provision control over conflicting provisions of this printed form:
7.	<b>DO NOT CLEAN OR APPLY BIOCIDES TO:</b> (1) visible mold on <i>porous surfaces</i> , such as sheetrock walls or ceilings, or (2) <i>large areas</i> of visible mold on <i>non-porous</i> surfaces. Instead, notify us in writing, and we will take appropriate action.	
8.	<b>COMPLIANCE.</b> Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.	
	If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.	
9.	TERMINATION OF TENANCY. Owner, Management or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event Owner, Management or agent in its sole judgment feels that either there is mold/mildew present in the dwelling which may pose a safety or health hazard to RESIDENT(S) or other persons and/or RESIDENT(S) actions or inactions are causing a condition which is conducive to mold/mildew growth. If RESIDENT fails to vacate the dwelling after receiving a written notice to vacate, RESIDENT assumes all risks of remaining in the dwelling and shall be liable for any resulting damage to person or property.	
	<b>Resident or Residents</b> (All residents must sign here)	Owner or Owner's Representative (Signs here)
(	Plifton Price	Irina Hearn
		Date of Lease Contract
		January 6, 2025



## LEASE ADDENDUM FOR GARAGE, CARPORT AND/OR STORAGE UNIT

Becomes part of Lease Contract



1.	<b>DWEL</b>	LING DI	ESCRIPT	'ION.
	2260	Terra	Cotta	COVA

(street address),	110	(unit no. if	
applicable) in	Land O'Lakes	_( ,	
<i>(city),</i> Florida,	34639	(zip code).	
LEACE CONTRACT D	CCD IDTION		

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: January 6, 2025
Owner's name: Northland Terra Bella LLC
Residents (list all residents):
Clifton Price
The term of this Addendum is as follows:
Begins on,and
ending on,,
This Addendum constitutes an Addendum to the above

described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- **3. PREMISES.** The Premises as defined herein, shall be an enclosed garage, a carport and/or storage unit (hereinafter referred to as the "Premises):
  - garage or carport attached to the dwelling;□ garage space number(s) 17-162
  - carport space number(s) \_\_\_\_\_\_;
    and/or
  - storage unit space number(s) \_\_\_\_\_
- **4. USE.** Only those persons whose names appear on this addendum may use the Premises. The Premises may be used solely for private residential storage and under no circumstances shall any business activity be conducted from or in the Premises. No person shall be permitted to sleep in the Premises at any time or remain in the Premises with the door closed.
- **5. PETS.** No pets or animals may be kept in the Premises.
- **6. DEFAULT AND REMEDIES.** If Resident(s) default in complying with this addendum or the law, Owner has the right to retake possession as provided by Florida law and institute eviction proceedings. If, Resident(s)' or invitees(s) engage in criminal activity on the Premises, such action will be a default for which this addendum and the dwelling tenancy may be immediately terminated. In addition to any of the foregoing, Owner has all other rights and remedies provided by law.

- 7. RIGHT TO ENTER AND TERMINATE. Resident(s) consent to Owner entering the Premises at any time and for any purpose without notice. Owner reserves the right to terminate this Addendum at any time and for any reason whatsoever and Resident(s) agree to immediately remove all items from the Premises or face eviction proceedings from the Premises and the dwelling.
- **8. REPAIR AND MAINTENANCE.** Resident(s) acknowledge that they have inspected the Premises and are fully satisfied and accept it in "as is" condition. Resident agrees to be fully responsible for any damage caused to the interior of the Premises including but not limited to the walls, ceiling, floor and the door(s).
- **9. ALTERATIONS.** Resident(s) may not make any alterations or additions to the Premises or affix anything to the floor, ceilings or walls.
- 10. CONTENTS. Nothing may be used or kept in or about the Premises which would in any way affect the terms and conditions of Owner's fire and extended coverage insurance policy, constitute a violation of the law, or otherwise be a hazard in Owner's sole judgment. NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS, EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE PREMISES. NO ELECTRICITY MAY BE HOOKED UP TO THE PREMISES AND NO PLANTS MAY BE GROWN IN THE PREMISES.
- **11. PEST CONTROL.** Owner will in no way whatsoever be providing any pest control for the Premises and shall not be liable for any damages caused by pests to the Premises.
- 12. LIABILITY. Owner will not be liable for any damage, loss, or injury to persons or property occurring within or about the Premises, whether caused by Owner, someone else, weather, fire, wind, rain, water, mold, mildew, microbial growth, flood or any other acts of God. Resident(s) are responsible for obtaining Resident(s)' own casualty and liability insurance, and, agree to save and hold Owner harmless and indemnify Owner from any liability. OWNER STRONGLY RECOMMENDS THAT RESIDENT(S) SECURE INSURANCE TO PROTECT YOUR PROPERTY. Resident(s) agree to save and hold Owner harmless and indemnify Owner from any liability resulting from injuries arising from the use of the Premises.
- 13. SECURITY. Owner does not provide and has no duty to provide security services for Resident(s)' protection or the protection of Resident(s)' property in the Premises. Resident(s) must look solely to public police for such protection. The Premises has a lock, which Owner does not warrant in any way. In the event any locks are broken, Resident(s) shall be responsible for the cost of replacement of the locks. Resident(s) may not change the lock(s) on the Premises.
- **14. POLICIES.** In addition to the policies herewith and the attached rules and regulations or any other attachments, the receipt of which is hereby acknowledged, Resident(s) agree to observe and be bound by any other reasonable policies or rule changes which may be later implemented by Owner.
- **15. GARAGE SALES.** Resident(s) agree that no "garage sales" shall be permitted in or around the Premises, parking areas or common areas and nothing shall be sold out of or around the Premises, parking areas or common areas without express written permission of the Owner.

Owner or Owner's Representative (signs here)
ra Hearn
Date of Lease Contract
January 6, 2025



### COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Pro	perty Owner:	Northland	l Terra Bell	a LLC			
Res	ident(s):	Clifton P	rice				
Dw	elling No:/Address:	#110, 226	0 Terra Cot	ta Cove, La	nd O'Lake	s, FL 34639	
Lea	se Date:	01/06/202	5				
I.	Resident(s) perm located at the Dwe provided for in the Addendum, and the by Owner at any Community Rules character of or cloobligation or recommentation of the Additionally, Resinjury or propert Resident(s) agrelosses, or liability in any way related THE TERMS OF TWITH THE HEIR SOLELY RESPONS RULES AND REGEROM ALL CLAIM	ission for use elling Community e Lease. Such the Community is shall control is any Ameni impense of an me.  ident(s) exprise to hold Ovies of every the door arise this ADDENDICS, ASSIGNS, SIBLE FOR THULATIONS, ASSIGNS, ASSIGNS, ASSIGNS, SIBLE FOR THULATIONS, ASSIGNS, ASSI	of all common nity is a privileg permission is experienced and regular lawful reason. It is a common to the component of the	areas, Residen e and license gr xpressly condit ations ("Rules") in all cases, the es the right to se he needs of Ow ident. Owner a  assume all risl are or severity, and release a or not foresee This provision OAPPLY TO RE LEGAL REPRIE E OF SUCH PERS T(S) INTEND TE CCRIBED IN TH	at amenities, ranted by Owicioned upon I in effect at a emost strict et the days a ner and in Ond managen ks of every trelated to R able, that Report that Report is a second waive are able, that Report is a second waive are able of the second waive are able to a second waive are able to a second waive are a second waive a second waive are a second waive a second waive are a second waive are a second waive a second waive a second waive a second waive are a second waive	ner, and not a contract Resident's adherence any given time, and suterms of either the lawner's sole and absoluted may make change and all claims, all esident(s) may have nforceable to the function of the f	ES. ilities (together, "Amenities") ctual right except as otherwise to the terms of the Lease, this ch permission may be revoked Lease, this Addendum, or the l Amenities and to change the ute discretion, without notice ges to the Rules for use of any ot limited to risks of personal amenities at the Community legations, actions, damages against Owner and that are llest extent of the law. S AND INVITEES, TOGETHER ND RESIDENT(S) SHALL BE DENDUM, AND COMMUNITY D HOLD OWNER HARMLESS e term "Owner" shall include d affiliates of Owner.
II.	POOL. This Com	ımunity 🔀 D	OES; 🗖 DOES	NOT have a po	ool. When us	ing the pool, Resident	t(s) agrees to the following:
	<ul> <li>All Swimmers</li> <li>For their safe</li> <li>Pool hours ar</li> <li>No glass, pets</li> <li>Proper swimm</li> <li>No running on with a towel w</li> <li>Resident(s) m</li> </ul>	s swim at thei ty, Residents e posted at th , or alcoholic ming attire is r rough activi when using sur ust accompar	r own risk. Own should not swim e pool. beverages are prequired at all ties are allowed intan oils, leaving their guests.	ner is not respon alone. ermitted in the imes and a swi in the pool are g pool furniture	e pool area. U msuit "cover ea. Respect o e in pool area n or safety h	s, disposing of trash, azard at the pool.	ontainers only.
III.	<b>FITNESS CENTER</b> agrees to the follo		munity X DOES	s; DOES N	<b>OT</b> have a fit	ness center. When usi	ng the fitness center, Residen
	<ul> <li>Residents</li> <li>The Fitne</li> <li>Resident( equipmer</li> <li>Resident( appears of and Police</li> <li>Resident( aerobics of Resident( aerobics of Resident( expressed of</li></ul>	s and guests was Center is now so shall careful that may be so shall immediangerous, as ites.  The shall consults of exercise class will keep For so will not additional so shall contains the shall consults will not additional so shall contains the shall consults will not additional so shall contains the shall consults will keep For shall not additional shall	ot supervised. Rully inspect each functioning implicately report to well any other pult a physician beass, and will refritness Center loomit any person to	Resident(s) are she piece of equiproperly or that o Management person's use that efore using any rain from such acked at all time to the Fitness C	solely respondent prior any be dany any equipment to equipment in use or partices during Research who have	asible for their own all to Resident's use and naged or dangerous. ent that is not function be dangerous or in value of the Fitness Center a lipation unless approvident's visit to the Fitness not registered with	n the Management Office.
	permitted	d in the Fitnes	ss Center.				s, pets, or black sole shoes are
	Card # issued	: (1)		(3)			(5) (6)
							f Dagidanta

IV. PACKAGE RELEASE. This Community 

DOES; 

DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. BUSINESS CENTER. This Community DOES; DOES NOT have a business center.

  Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- **VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
  - Only <u>2</u> vehicle per licensed Resident is allowed.
  - All vehicles must be registered at the Management office.
  - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in
    the sole judgment of Management, will be towed at the vehicle owner's expense after a <u>24</u> hour notice is placed on
    the vehicle.
  - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
  - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
  - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
  - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building (if the preceding space is blank, a minimum of 10 ft from any building is required or as amended or otherwise specified in the Florida State Fire Code). Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires. No hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
  - Clean in all cabinets, drawers and closets in kitchen and pantry.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - · Remove infants and young children from the dwelling.
  - Remove pets or place them in bedrooms, and notify Owner of such placement.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover fish tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

# RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- **IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- **X. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- **XI. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- $\textbf{XII. SATELLITE DISHES/ANTENNAS.} \quad \textbf{You must complete a satellite addendum and abide by its terms prior to installation or use.}$
- **XIII. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

ave read, understand and agree	to comply with the preceding	ng provisions.	
ifton Price	to comply with the precedin 01/10/2025 Date		Date
ifton Price	01/10/2025		Date
ifton Price sident	01/10/2025		Date
ifton Price sident	01/10/2025 Date	Resident	
ifton Price sident sident	01/10/2025 Date	Resident	
Pave read, understand and agree Plifton Price Esident Esident Esident Trina Hearn	01/10/2025 Date Date	Resident	Date

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Revised 7/2022, Florida



### LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT

Becomes part of Lease Contract



	DWELLING DESCRIPTION. 2260 Terra Cotta Cove  (street address), 110 (unit no. if applicable) in Land O'Lakes (city), Florida, 34639 (zip code).	subi supe 7. YOU requ com	BROGATION ALLOWED. You and we agree that rogation is allowed by all parties and that this agreement ersedes any language to the contrary in the Lease Contract.  UR INSURANCE COVERAGE. You have purchased the lired personal liability insurance from the insurance pany of your choosing listed below that is licensed to do
2.	LEASE CONTRACT DESCRIPTION.  Lease Contract Date: January 6, 2025  Owner's name: Northland Terra Bella LLC	pro com addi	iness in this state, and have provided us with written of of this insurance prior to the execution and amencement of the Lease Contract. You will provide itional proof of insurance in the future at our request.
	Residents (list all residents):  Clifton Price	shal und to ex	AULT. Any default under the terms of this Addendum l be deemed an immediate, material and incurable default er the terms of the Lease Contract, and we shall be entitled xercise all rights and remedies under the law.  CCELLANEOUS. Except as specifically stated in this
		Add Con bety Leas	endum, all other terms and conditions of the Lease tract shall remain unchanged. In the event of any conflict ween the terms of this Addendum and the terms of the se Contract, the terms of this Addendum shall control.
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.		
3.	Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 30000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.		
4.	<b>REQUIRED POLICY.</b> You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$\frac{300000.00}{\text{out}}\$, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Florida. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.		
5.	We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.		

I have read, understand and ag  Resident or Residents  (All residents must sign here)	gree to comply with the preceding provisions.  Owner or Owner's Representative  (signs here)
Resident or Residents	Owner or Owner's Representative
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)

### Insurance, Indemnification & Property Damage Liability Addendum

This Addendum to your Apartment Lease Contract for apartment number 110	<u> </u>				
the The Village at Terra Bella	_Apartment Homes				
in 2260 Terra Cotta Cove, Land O'Lakes, FL 34639					
is intended to be a part of the Apartment Lease Contract between the parties f	for leasing a				
residential rental unit. You are required to secure personal liability coverage	prior to your move				
in date.					

**Indemnification to Owner.** Notwithstanding anything in the Apartment Lease Contract to the contrary, you shall indemnify and hold Owner harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the leased premises, or any part thereof, attributed or caused by your actions or inactions. It is agreed that Owner carries insurance for its own protection; you are not a coinsured under Owner's own insurance nor a beneficiary thereof. You shall be responsible to Owner for all costs of repair for damage as stated herein and in the Apartment Lease Contract regardless of Owner's insurance, including, without limitation, damages resulting from any fire or other casualty.

Required Insurance Policy. As required by the Apartment Lease Contract, you must purchase and maintain personal liability insurance coverage during the Term of the Apartment Lease Contract and any subsequent renewal period your sole expense. The policy is required to cover you and your occupants and guests for personal injury and property damage any of you cause to third parties (including damages to our property, with provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge), in a minimum policy coverage amount of three hundred thousand dollars (\$300,000.00) or more, from a carrier with an AM Best rating of A-VII or better licensed to do business in this state. You shall require that Owner be named as an "interested party," and that the carrier provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry. We retain the right to hold you responsible for any loss in excess of your insurance coverage. We may provide you with information of an insurance program that we make available to residents which provides you with an opportunity to buy renter's insurance from an approved company. However, you are free to contract for the required insurance with a provider of your choosing.

**Subrogation Allowed.** To the extent permitted by applicable law, you and we agree the subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Apartment Lease Contract.

**Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing that is licensed to do business in this state and have provided us with a certificate of this insurance prior to the execution and commencement of the Apartment Lease Contract. You will provide additional certificates of insurance in the future at our request.

**Administrative Fee.** You agree to pay a \$2.00/month administrative fee for Owner's costs associated with monitoring tenant insurance coverage. *This provision is not applicable in Massachusetts*.

Lapse of Insurance Coverage. If you allow your personal liability insurance coverage to lapse during the Term, we will notify you that you are in breach of the Apartment Lease Contract. UNTIL YOU REINSTATE THE REQUIRED INSURANCE COVERAGE AND PROVIDE OWNER WITH A CERTIFICATE OF SUCH INSURANCE, YOUR RENT WILL BE AUTOMATICALLY INCREASED BY \$28.00/MONTH. This additional rent will no longer be due once you reinstate the required insurance coverage and provide Owner with certificate of such insurance.

**Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Apartment Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Apartment Lease Contract, the terms of this Addendum shall control.

IT IS RECOMMENDED THAT ALL RESIDENTS OBTAIN PERSONAL PROPERTY AND CONTENTS COVERAGE.

Dated and Effective as of 03/15/2025	
Clifton Price	_
Resident	
	_
Resident	
	_
Resident	
D :1 4	_
Resident	
Resident	_
	_
Resident	
Irina Hearn	_
Apartment Owner or Owner's Representative	



### ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. DWELLING UNIT DESCRIPTION.  Unit No. 110 , 2260 Terra  Cotta Cove	<ul> <li>5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.</li> <li>6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.</li> </ul>
This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  3. SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or other similar internet sites.  4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com, VRBO, Craigslist, Couchsurfing, HomeAway, VacationRental, TripAdvisor, FlipKey or any other advertising, website, internet, listing service, or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.	<ul> <li>7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, personal injury, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.</li> <li>8. SEVERABILITY. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.</li> <li>9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:</li> </ul>
Resident or Residents (All residents must sign) Clifton Price	Owner or Owner's Representative (Signs below) Irina Hearn
	Date of Signing Addendum 01/10/2025

# The Village at Terra Bella ASBESTOS NOTICE LETTER

#### Dear Resident:

Our Property, including potentially the premises covered by your lease, may include asbestos-containing building materials or ACM. Asbestos was commonly used for its fire-resistant features and although not manufactured in the United States anymore is still present in a wide variety of building materials. Asbestos is harmful when asbestos fibers are released into the air and inhaled. This can occur when building materials containing asbestos are damaged or disturbed. The mere presence of ACM does not represent a health hazard however.

A range of building materials may contain asbestos, including: (a) sprayed or textured ceilings and walls; (b) stucco, plaster, or drywall; (c) insulation on structural steel, boilers or hot water tanks; (d) insulation around furnaces or heating and air conditioning ducts; (e) tile and sheet flooring, including asphalt, linoleum, or vinyl; and (f) a number of other caulking, joint compounds, insulations, adhesives, mastics, and spray-applied materials. These items are considered Presumed Asbestos-Containing Materials (PACM). It is important that you do not disturb any ACM or PACM and that you report any evidence of disturbance to Property Management. Report any dust or debris and any change in condition of PACM. Prior to conducting any activity which might disturb PACM, please contact Property Management. If confirmed ACM will be disturbed as part of renovation or maintenance work done by Property Management you will be notified and proper precautions will be undertaken.

Sincerely,

#### Northland Terra Bella LLC

	Please	indicate	that	you	have	received	a	copy	of	this	Asbestos	Disclosure	by	signing
below.														

Name: <u>Clifton Price</u>	Date:01/10/2025
Name:	Date:
Name:	Date:
Name:	Date:

### Lakes, Canals, Ponds, and Waterways Addendum

This is an addendum to your Lease Contract for apartment number 110 in the The Village at Terra				
Bella Apartment Homes in Land O'L	<u>Lakes</u> .			
The undersigned, on behalf of herself/himself and any minor resident (collectively, "Resident") acknowledges and understands that any lakes, canals, ponds, or waterways (the "Water Areas") that are located upon the Property exist for aesthetic or water management purposes only and are not provided as an amenity for any resident or non-resident use whatsoever. Resident acknowledges and agrees that the use (including by any resident pet which is otherwise authorized pursuant to the express terms of the lease) of the Water Areas for any purpose, including, without limitation, swimming, wading, boating, canoeing, rafting, kayaking, paddle boarding, fishing, or any other recreational or commercial use (collectively, "Water Activities"), is strictly prohibited. Resident hereby expressly acknowledges the inherent risk of all Water Activities herein forbidden, agrees not to engage in any Water Activities, and agrees to take any and all necessary precautions around the Water Areas so as to prevent any Water Activities or any injuries by or to Resident or Resident's guests, invitees, or other persons at the Property with Resident's consent (collectively, "Resident Parties"). Resident further agrees to assume all risk and, excepting any obligation of the Owner under the law, if any, agrees to hold harmless defend, and indemnify Owner from and against all claims, injuries to person or property, demands, losses, liabilities, damages, lawsuits, costs, expenses, attorneys' fees and disbursements that arise, directly or indirectly, or are in any way connected with the use by Residents Parties of the Water Areas or the engagement by Resident Parties in any Water Activities.				
Dated and Effective as of 01/06/2025	_			
Clifton Price	Irina Hearn			
Resident	Apartment Owner or Owner's Representative			
Resident				



### PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1.	DWELLING UNIT DESCRIPTION. Unit No	4.	<b>PHOTO AND VIDEO RELEASE.</b> You hereby grant us and our agents and affiliates (collectively, the "Released Parties")
	(street address) in		permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs
	Land O'Lakes (city), Florida, 34639		or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries,
	(zip code).		advertising websites, and any other marketing materials. You
2.	LEASE CONTRACT DESCRIPTION.		understand and agree that these materials will become the
	Lease Contract Date: January 6, 2025		property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to
	Owner's name: Northland Terra Bella LLC		edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to
			inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in
	Residents (list all residents): Clifton Price		the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the
	CITITON Price		use of the media.
		5.	CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants
			in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use,
	Occupants (list all occupants):		reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.
		6.	<b>RELEASE OF LIABILITY.</b> You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease	7.	and assigns.  REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written
	Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.		comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.
3.	<b>PURPOSE OF ADDENDUM.</b> By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written	8.	SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."		
	A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital		
	reproductions will hereinafter be collectively referred to		

as "media."

### **Resident or Residents**

(All residents must sign)

# Owner or Owner's Representative (Signs below)

Clifton Price	Irina Hearn
	Date of Signing Addendum
	01/10/2025

#### **Northland Investment Corporation**

**Privacy Notice** 

Northland Investment Corporation ("Northland," "we," "us," or "our") is committed to maintaining your privacy. This notice explains how we collect, use, share, and protect your information. Our Privacy Policy, available on our website at <a href="https://northland.com/privacy-policy/">https://northland.com/privacy-policy/</a> (also accessible by scanning the QR code below), provides a fuller description of our privacy practices and your privacy rights. We treat all information that we collect from you in accordance with our Privacy Policy. Please review this notice and our Privacy Policy carefully.



- What is Personal Information? We use the term "Personal Information" to mean any information that identifies you as an individual.
- How does Northland collect information? We collect information by various means, including through
  emails or forms available on our website. We may also collect certain information through our
  interactions with you offline. Please refer to our Privacy Policy for more information on how we collect
  information.
- What types of information does Northland collect and how is that information used? We collect information from you for different purposes. For example, if you are applying for a residence with us, we will use the information that you provide us to determine your lease eligibility. We may also use and/or share your personal information to provide you with certain services, such as to enable smart home amenity features, if available. Lastly, we may use your information for marketing purposes. Please see our Privacy Policy for more information about the information we collect and how we use such information.
- How does Northland share information? We may share your information with service providers that
  perform functions on our behalf, including, for example, payment processing companies and companies
  that determine creditworthiness. Our Privacy Policy provides more details on how we share your
  information.
- Does Northland sell your Personal Information? We do not sell your Personal Information for monetary value, however, we may disclose a subset of your Personal Information to third parties and such activity could constitute a "sale" under certain privacy laws. For example, we may provide a limited subset of a resident's Personal Information to companies that provide us with performance-based incentives if that resident subscribes to, or uses, their services (such as cable TV providers). For more information, including on how you can opt-out of our certain uses of your Personal Information, please review our Privacy Policy.
- How does Northland protect you information? Although no information or communication system can
  be 100% secure, we have put in place security systems designed to prevent unauthorized access to or
  disclosure of your information in our possession. Our Privacy Policy provides more details on how we
  protect your information.
- How should I contact Northland if I have questions? If you have questions about this notice or our privacy practices, please contact us using the methods set out in our Privacy Policy.

I acknowledge my receipt of this Privacy Notice and I agree to the ter	ms of the Privacy Policy.
Signature: Clifton Price	
Name: Clifton Price	
<b>Date</b> : 01/10/2025	
Signature:	
Name:	
Date:	
Signature:	
Name:	
Date:	
Signature:	
Name:	
Date:	
Signature:	
Name:	
Date:	
Signature:	
Name:	
Date:	

### Smart Home Addendum

This Smart Home Addendum (this "Addendum") is entered into by you ("you", "your", or "Resident") and Northland Terra Bella LLC

"Landlord," "we," "us," or "our"). This Addendum governs your use of the smart home and similar internet-of-things (IoT) amenity features (the "Smart Home Amenity Services") made available to you for subscription by our service provider(s) ("Service Provider(s)"), and is incorporated into, and made part of, the Apartment Lease Contract between you (for yourself, guests, occupants) and Landlord.

- **1.Service Provider(s)**. You acknowledge and agree that the Smart Home Amenity Services are provided to you by our Service Provider(s), and not by us. Between you and Landlord, we only facilitate billing, communications, support, and other aspects of the relationship between you and the Service Provider(s). We do not provide, or assume any other responsibilities with respect to, the Smart Home Amenity Services. SmartRent, Inc. is the current Service Provider of the Smart Home Amenity Services. We may determine to add, remove, or change Service Provider(s) from time to time, and, if we choose to do so, we will provide a reasonable notice of such change to you. In addition to this Addendum, your use of the Smart Home Amenity Services is also subject to the applicable Service Provider's terms and conditions and privacy policy.
- **2.Your Responsibilities**. The Smart Home Amenity Services require certain equipment (as installed in your residence, and other parts of our property) to correctly function. You are responsible for promptly notifying us of any damaged or malfunctioning equipment. You will be responsible for replacement costs and other fees in connection with any damage incurred to equipment beyond that of normal wear-and-tear during the occupancy of the apartment.
- **3.Fees**. You agree to pay the monthly subscription fee for the Smart Home Amenity Services (the "Subscription Fee"). Depending on the location of the property, your Subscription Fee will be included in your monthly rent payment or billed separately.
- **4.Privacy**. In order to enable the Service Provider(s)' provision of the Smart Home Amenity Services, we may collect, share, and otherwise process certain personal information in accordance with our Privacy Policy available at <a href="https://www.northland.com/privacy">www.northland.com/privacy</a>.
- **5.Warranties**. NEITHER LANDLORD NOR ITS AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SMART HOME AMENITY SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND ITS AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SMART HOME AMENITY SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LANDLORD NOR ITS AGENTS SHALL BE LIABLE FOR ANY FAILURES OF ANY PART OF THE SMART HOME AMENITY SERVICES.

By signing below or otherwise authenticating your acceptance, such as by clicking "I Accept" or "I Agree" or similar electronic mechanism, you acknowledge that you have received and reviewed this Addendum, and agree to all of the terms and conditions contained in this Addendum.

Resident		
Signature: Clifton Price		
Name: Clifton Price		
Date: 01/10/2025		
Resident		
Signature:		
Name:		
Date:		
Resident		
Signature:		
Name:		
Date:		
Resident		
Signature:		
Name:		
Date:		
Resident		
Signature:		
Name:		
Date:		
Resident		
Signature:		
Name:		
Date:		

### **Technology Package Addendum**

This is an Addendum for the Lease Contract for apartment number 110		(the "Unit") in	
the The Village at Terra Bella	in Land O'Lakes,	FL 34639	
(the "Premises"). Where the terms or conditions found	in this Addendum cha	inge or modi	fy any terms or
conditions found in the Lease Contract, the terms and	conditions found in th	nis Addendu	m shall control.
The term "Owner" refers to Northland Terra Bella	1 LLC		

The undersigned(s) (collectively, "Resident" or "you") acknowledge and agree that there is a technology package ("Technology Package") provided by Spectrum (the "Provider") for the Premises by Owner. The Technology Package is designed to enhance the Resident's experience at the Premises by providing certain internet services to the Resident. The Technology Package is not an optional package. Additional monthly rent for the Technology Package will be added to your base monthly rent in the amount set out on the Utility Addendum or Special Provisions in the Lease Contract. Owner shall have the right to increase the additional monthly rent for the Technology Package for any reason, including when the Owner's costs of providing the Technology Package increases, by providing Resident with at least 30 days' prior written notice. In the event of such notice, the increased monthly rent will commence on the first day of the following month, as stated in the notice.

<u>Included and Additional Services</u>: Currently, the Technology Package is comprised of the Provider's Advanced Community WiFi Ultra (500 Mbps x 20 Mbps) internet services. Owner shall have the right to change the services provided via the Technology Package by providing Resident with advance written notice of same. If Resident wishes to obtain additional services beyond the those provided as part of the Technology Package, then Resident shall be the solely responsible to acquire and pay for such additional services directly from the Provider (or another service provider, if available).

<u>Technology Provider</u>: Resident acknowledges and agrees (1) that the Provider is an independent contractor and is solely responsible for any repairs or services to the Technology Package (including any Provider-Supplied Equipment, as defined below), and (2) that the Owner makes no representations or warranties with respect to the Technology Package, the Provider-Supplied Equipment, or any service, repair or warranty related to same.

<u>Use Requirements and Restrictions</u>: Resident's use of the Technology Package is subject to the Provider's terms and conditions of use, acceptable use policies, privacy policies, and other similar policies (including those currently available at: <a href="https://www.spectrum.com/policies/terms-of-service">https://www.spectrum.com/policies/terms-of-service</a>) (collectively, the "Provider Terms"). Resident shall comply with all rules, regulations, and laws applicable to access and use of the Technology Package, and shall comply with the Provider Terms. Resident shall only use the Technology Package for personal use and shall not to re-sell or re-distribute access to the Technology Package. Upon reasonable notice, Resident shall allow Provider to access the Unit for purposes of assessing Resident's compliance with these obligations and, if Resident fails to comply with (or if Owner or the Provider reasonably believe that Resident appears to be out of compliance with) the obligations and conditions set out in this Addendum (including, without limitation, the Provider Terms),

Resident acknowledges that the Owner or the Provider have the right to immediately suspend the Technology Package, with or without prior notice to you. The Owner, the Owner's managing agents, and, except as set out in the Provider Terms, the Provider are not responsible for security, viruses, controlling spam, malfunctions or interruption of internet service to the Unit. To the extent allowed by applicable law, Resident holds the Owner, the Owner's managing agents, and, unless otherwise set out in the Provider Terms, the Provider harmless from all claims relating to the Technology Package, internet activity, malfunctions or interruption of service, or other fault or harm caused by the Technology Package. Resident agrees to indemnify and hold harmless the Owner against any and all liabilities, including judgments, costs, fees (including reasonable attorney's fees) arising from or related to Resident's breach or failure to comply with this Addendum.

<u>Technology Equipment</u>: The Provider will supply one modem and one wireless router per Unit ("Provider-Supplied Equipment"), and, if any additional equipment is needed or desired, you will be responsible to supply any other additional equipment ("Additional Equipment"). It is the Resident's responsibility to pick up, install, and maintain Provider-Supplied Equipment, in accordance with the Provider's instructions and the Provider Terms. At the end of Resident's occupancy of the Unit, Resident shall be solely responsible for returning Provider-Supplied Equipment to the Provider in accordance with the Provider's instructions and the Provider Terms. In addition, Resident is responsible for repairing any damage caused by adding or removing the Additional Equipment and returning the Unit to the condition prior to installation of the Additional Equipment. Failure to maintain and return Provider-Supplied Equipment may result in additional charges for which Resident shall be solely responsible, and Resident agrees to pay and hold the Owner harmless for such additional charges. You must direct your services requests, inquiries, or other issues related to the Technology Package to Provider.

<u>Discontinuation of Services</u>: Resident acknowledges that, to the extent allowed by applicable law, the Owner may discontinue the Technology Package by providing Resident at least 30 days' prior written notice of such discontinuation of the Technology Package. In the event Owner provides such termination notice, Resident acknowledges that, upon termination of the Technology Package, Resident shall be solely responsible for obtaining any services, including cable and/or internet, directly from a service provider. Owner acknowledges that, upon termination of the Technology Package, the additional monthly rent charged for the Technology Package will be removed from the Resident's account and the Resident will not be charged for the Technology Packager for the remainder the Resident's Lease Contract term.

Resident or Residents (all sign below):	Owner or Owner's Representative (signing on behalf of owner):		
Clifton Price	Irina Hearn		
	<del></del>		
	<del></del>		
	Date Resident completed form:		
	01/10/2025		

### **E-SIGNATURE CERTIFICATE**

This certificate details the actions recorded during the signing of this Document.



### **DOCUMENT INFORMATION**

Status	Signed
Document ID	481937250
Submitted	01/10/25
Total Pages	43
Forms Included	Apartment Lease Form, Additional Special Provisions, Choice of Damages, Early Termination Addendum, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Enclosed Garage Addendum, Community Policies, Rules, & Regulations, Renter's or Liability Insurance Addendum, Ins Addend 300k/\$28/lease start 11/1, Short-Term Subletting or Rental Prohibited, Asbestos Notice Letter, Lake, Canal, Ponds and Waterways Addendum, Photo, Video, and Statement Release Addendum, Privacy Notice Addendum, Smart Home Addendum, Bulk Cable Addendum - Spectrum Non-Managed

### **PARTIES**

### Clifton Price

signer key: 2dc8a566df9a3cc918a2ab48087c8381

IP address: 35.139.138.57

signing method: Blue Moon eSignature Services authentication method: eSignature by SMS text

 $browser:\ Mozilla/5.0\ (Windows\ NT\ 10.0;\ Win64;\ x64)\ AppleWebKit/537.36\ (KHTML,\ like\ Gecko)\ Chrome/131.0.0.0\ Safari/537.36\ (KHTML,\ like\ Gecko)\ Safari/537.36\ (KHTML,\ like\ Gecko)\ Safari/537.36\ (KHTML,\ like\ Gecko)\ Safari/537.36\ (KHT$ 

### Clifton Price

### Irina Hearn

signer key: e936698e526b24837396e81e37ac652b

IP address: 104.156.188.1

signing method: Blue Moon eSignature Services

authentication method: eSignature by email villageterrabellaapts@Northland.com

### Irina Hearn

### DOCUMENT AUDIT

1	01/09/25 04:38:28 PM CST	Clifton Price accepted Consumer Disclosure
2	01/10/25 10:09:12 AM CST	Clifton Price initialed Apartment Lease Form
3	01/10/25 10:09:18 AM CST	Clifton Price signed Apartment Lease Form
4	01/10/25 10:09:19 AM CST	Clifton Price dated Apartment Lease Form
5	01/10/25 10:09:22 AM CST	Clifton Price signed Additional Special Provisions
6	01/10/25 10:09:23 AM CST	Clifton Price dated Additional Special Provisions
7	01/10/25 10:09:55 AM CST	Clifton Price checked box on Choice of Damages, Early Termination Addendum
8	01/10/25 10:09:56 AM CST	Clifton Price initialed Choice of Damages, Early Termination Addendum
9	01/10/25 10:10:02 AM CST	Clifton Price signed Choice of Damages, Early Termination Addendum
10	01/10/25 10:10:03 AM CST	Clifton Price dated Choice of Damages, Early Termination Addendum
11	01/10/25 10:10:06 AM CST	Clifton Price signed Animal Addendum
12	01/10/25 10:10:09 AM CST	Clifton Price signed All-In-One Utility Addendum
13	01/10/25 10:10:10 AM CST	Clifton Price dated All-In-One Utility Addendum
14	01/10/25 10:10:14 AM CST	Clifton Price signed Bed Bug Addendum

### DOCUMENT AUDIT CONTINUED

15	01/10/25 10:10:36 AM CST	Clifton Price signed Mold Information and Prevention Addendum
16	01/10/25 10:10:40 AM CST	Clifton Price signed Enclosed Garage Addendum
17	01/10/25 10:10:55 AM CST	Clifton Price signed Community Policies, Rules, & Regulations
18	01/10/25 10:10:56 AM CST	Clifton Price dated Community Policies, Rules, & Regulations
19	01/10/25 10:13:29 AM CST	Clifton Price signed Renter's or Liability Insurance Addendum
20	01/10/25 10:13:32 AM CST	Clifton Price signed Ins Addend 300k/\$28/lease start 11/1
21	01/10/25 10:14:07 AM CST	Clifton Price signed Short-Term Subletting or Rental Prohibited
22	01/10/25 10:14:20 AM CST	Clifton Price signed Asbestos Notice Letter
23	01/10/25 10:14:21 AM CST	Clifton Price dated Asbestos Notice Letter
24	01/10/25 10:14:24 AM CST	Clifton Price signed Lake, Canal, Ponds and Waterways Addendum
25	01/10/25 10:14:30 AM CST	Clifton Price signed Photo, Video, and Statement Release Addendum
26	01/10/25 10:14:34 AM CST	Clifton Price signed Privacy Notice Addendum
27	01/10/25 10:14:35 AM CST	Clifton Price dated Privacy Notice Addendum
28	01/10/25 10:14:37 AM CST	Clifton Price signed Smart Home Addendum
29	01/10/25 10:14:38 AM CST	Clifton Price dated Smart Home Addendum
30	01/10/25 10:14:41 AM CST	Clifton Price signed Bulk Cable Addendum - Spectrum Non-Managed
31	01/10/25 10:14:42 AM CST	Clifton Price dated Bulk Cable Addendum - Spectrum Non-Managed
32	01/10/25 10:14:52 AM CST	Clifton Price submitted signed documents
33	01/10/25 03:04:56 PM CST	Irina Hearn accepted Consumer Disclosure
34	01/10/25 03:04:56 PM CST	Irina Hearn signed Apartment Lease Form
35	01/10/25 03:04:56 PM CST	Irina Hearn dated Apartment Lease Form
36	01/10/25 03:04:56 PM CST	Irina Hearn dated Additional Special Provisions
37	01/10/25 03:04:56 PM CST	Irina Hearn signed Additional Special Provisions
38	01/10/25 03:04:56 PM CST	Irina Hearn signed Choice of Damages, Early Termination Addendum
39	01/10/25 03:04:56 PM CST	Irina Hearn signed Animal Addendum
40	01/10/25 03:04:56 PM CST	Irina Hearn dated Animal Addendum
41	01/10/25 03:04:56 PM CST	Irina Hearn signed All-In-One Utility Addendum
42	01/10/25 03:04:56 PM CST	Irina Hearn dated All-In-One Utility Addendum
43	01/10/25 03:04:56 PM CST	Irina Hearn signed Bed Bug Addendum
44	01/10/25 03:04:56 PM CST	Irina Hearn dated Bed Bug Addendum
45	01/10/25 03:04:56 PM CST	Irina Hearn signed Mold Information and Prevention Addendum
46	01/10/25 03:04:56 PM CST	Irina Hearn signed Enclosed Garage Addendum
47	01/10/25 03:04:56 PM CST	Irina Hearn signed Community Policies, Rules, & Regulations
48	01/10/25 03:04:56 PM CST	Irina Hearn dated Community Policies, Rules, & Regulations
49	01/10/25 03:04:56 PM CST	Irina Hearn signed Renter's or Liability Insurance Addendum
50	01/10/25 03:04:56 PM CST	Irina Hearn signed Ins Addend 300k/\$28/lease start 11/1
51	01/10/25 03:04:56 PM CST	Irina Hearn signed Short-Term Subletting or Rental Prohibited
52	01/10/25 03:04:56 PM CST	Irina Hearn dated Short-Term Subletting or Rental Prohibited
53	01/10/25 03:04:56 PM CST	Irina Hearn signed Asbestos Notice Letter
54	01/10/25 03:04:56 PM CST	Irina Hearn signed Lake, Canal, Ponds and Waterways Addendum
55	01/10/25 03:04:56 PM CST	Irina Hearn signed Photo, Video, and Statement Release Addendum
56	01/10/25 03:04:56 PM CST	Irina Hearn dated Photo, Video, and Statement Release Addendum
57	01/10/25 03:04:56 PM CST	Irina Hearn signed Privacy Notice Addendum
58	01/10/25 03:04:56 PM CST	Irina Hearn signed Smart Home Addendum
59	01/10/25 03:04:56 PM CST	Irina Hearn signed Bulk Cable Addendum - Spectrum Non-Managed
60	01/10/25 03:04:56 PM CST	Irina Hearn submitted signed documents