

IN THE COUNTY COURT OF THE NINTH  
JUDICIAL CIRCUIT IN AND FOR  
ORANGE COUNTY, FLORIDA

CASE NO.: 4809-CL-9995-0  
JUDGE : \_\_\_\_\_  
DIVISION: \_\_\_\_\_ # 71

INVESTORS MANAGEMENT TRUST, REAL ESTATE GROUP, INC.  
D/B/A VILLAGE PARK @ LAKE ORLANDO  
PLAINTIFF,

vs

AXEL LOPEZ  
DEFENDANT(S).

**COMPLAINT FOR TENANT EVICTION**

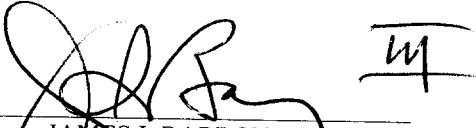
Plaintiff sues defendant(s) and alleges:

**COUNT I - EVICTION**

FILED IN OFFICE  
CLERK OF COURT  
ORANGE CO., FLORIDA  
NOV 12 PM 5:04  
DOCKETS

1. This is an action to evict a tenant from property in ORANGE County, Florida commenced under authority of Part II of Chapter 83 (Florida Residential Landlord and Tenant Act) and Chapter 51 (Summary Procedure) of Florida Statutes.
2. Pursuant to the attached lease agreement, defendant(s) has/have possession of the residential property described as follows:  
**4416 Martins Way Apt. No: E ORLANDO, FL 32808**
3. Plaintiff is the owner/landlord of the subject property and its common areas and grounds, and the person whose signature appears on attached lease agreement for the owner/landlord is the agent for the plaintiff.
4. Defendant(s) is/are obligated to pay rent each month to plaintiff, plus late charges when the monthly payments are made late as provided in the lease agreement.
5. Defendant(s) failed to pay rent which was due on **11/01/2009**, and plaintiff properly served defendant(s) with a three-day notice to pay rent or give possession, a copy of which is attached, as provided in Florida Statutes 83.56(3), and defendant(s) did not do either. Said three-day notice is made a part hereof as if copied in full in this paragraph of this complaint.
6. Defendant(s) owes plaintiff past due rent in the sum of **\$786.49** which is now past due, and may owe additional rent by the date of a hearing. The monthly rental rate as per lease is **\$699.00**.
7. Plaintiff has elected to terminate defendants right of occupancy pursuant to said lease agreement.
8. Plaintiff is obligated to pay its attorneys a reasonable fee for their services for which defendant(s) is/are liable. in a clean and sanitary condition.

WHEREFORE, plaintiff demands judgment instanter against the defendant(s) for possession of the subject property, costs, and attorney's fees.

By:   
JAMES I. BARRON, III  
FLORIDA BAR NUMBER: 852953  
JAMES I. BARRON, III, F.A.  
301 EAST PINE STREET, SUITE 150  
ORLANDO, FLORIDA 32801  
(407) 865-5621  
ATTORNEY FOR PLAINTIFF

**THREE DAY NOTICE  
TO PAY RENT OR DELIVER POSSESSION**

TO: Axel Lopez and all others in possession DATE: November 04, 2009  
APT # 4416EW  
4416 Martins Way  
Orlando, FL 32808

YOU ARE HEREBY NOTIFIED THAT YOU ARE INDEBTED TO US IN THE SUM OF:

Date	Description	Charges	Payments	Balance Due
11/1/2009	RNT Rent	699.00	5.01	693.99
11/1/2009	WAT Water Income	17.50	0.00	17.50
11/4/2009	LAT Late Fee	75.00	0.00	75.00

IN Orange COUNTY

**Total Due \$ 786.49**

FOR THE RENT AND USE OF THE PREMISES INDICATED ABOVE, NOW OCCUPIED BY YOU AND THAT I DEMAND PAYMENT OF THE RENT OR POSSESSION OF THE PREMISES WITHIN 3 DAYS (EXCLUDING SATURDAY, SUNDAY, AND LEGAL HOLIDAYS) FROM THE DATE OF DELIVERY OF THIS NOTICE, TO WIT:

ON OR BEFORE 11/9/2009

IF YOU VACATE THE PREMISES OR ARE EVICTED, I WILL RETAKE POSSESSION PURSUANT TO THE APPLICABLE SECTION(S) OF FLORIDA STATUTES §83.595(2008). IN ADDITION TO PAST DUE RENT AND ANY DAMAGE TO THE PREMISES, YOU MAY BE LIABLE FOR FUTURE RENT IN ACCORDANCE WITH THE LEASE AGREEMENT AND APPLICABLE FLORIDA LAW. IF SUIT IS FILED, YOU MAY BE LIABLE FOR OUR SUIT COSTS INCLUDING ATTORNEY'S FEES.

*RJ Hamilton* **ROBIN HAMILTON**

\_\_\_\_\_  
Owner/Agent Signature and Printed Name

Village Park Apartments  
\_\_\_\_\_  
Property/Company Name

4501 Landing Drive  
Orlando, FL 32808  
\_\_\_\_\_  
Property/Company Address

(407) 293-3476  
\_\_\_\_\_  
Telephone Number

**All remittance must be in the form of MONEY ORDER or CASHIERS CHECK to be accepted**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

\_\_\_\_\_ personally delivered to the same upon said tenant

\_\_\_\_\_ delivered to \_\_\_\_\_ by hand

posted on the premises described above in the tenants absence

on \_\_\_\_\_, 11-4, 2009  
By: *RJ Hamilton*  
\_\_\_\_\_  
Owner/Agent

RESIDENTIAL LEASE AGREEMENT

DATE: April 7, 2009  
APARTMENT COMMUNITY: Village Park Apartments, hereinafter referred to as "Landlord",

RESIDENTS: hereinafter referred to as "Resident,"

Name	Date of Birth	Social Security #
<u>AXEL LOPEZ</u>	<u>2/22/1985</u>	<u>026621053</u>
_____	_____	_____
_____	_____	_____

with the following people as occupants:

_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDRESS: 4416 MARTINS WAY BUILDING #: 4416 APARTMENT #: EW

TOTAL MONTHLY RENT: 699.00 This sum is comprised of the following:  
Basic Rent 699.00 Car Port/Garage Rent \_\_\_\_\_ Other \_\_\_\_\_

LEASE TERM: Begins: 4/7/09 Ends: 4/6/2010

MOVE-IN DATE: 4/7/09 PRORATED RENT: \$0.00

LATE FEE: \$75.00 (See paragraph 5, below)

SECURITY DEPOSIT: 99.00 NON-REFUNDABLE ADMINISTRATION FEE: \_\_\_\_\_

Location of Security Deposit: WELLS FARGO

PET SECURITY DEPOSIT: \_\_\_\_\_ NON-REFUNDABLE PET FEE: \_\_\_\_\_  
(The pet security deposit shall be considered part of the premises deposit)

Landlord has delivered and Resident has accepted those addenda and/or contracts indicated below:

Rules, Regulations and Policies  Other: \_\_\_\_\_

SPECIAL PROVISIONS:

**MOVE-IN DATE:** The Proposed move-in date shall be 4/7/09. Rental shall be due from that date until the end of the month in the sum of \$699.00. Resident's possession of the premises shall commence on the move-in date. The fact that Resident occupies the premises prior to the term of this Lease as defined in paragraph hereinabove shall in no way affect the term of this lease. Performance of all obligations, covenants and conditions shall be due from both manager and resident as of the move-in date.

**THIS Residential Lease Agreement was made and entered into on the date set forth hereinabove, by and between the parties, stated above, with Residents listed jointly and severally if more than one;**

1. **DEMISE.** In exchange for valuable consideration including, without limitation, the promise by Resident to pay landlord the rental payments set forth herein, and the performance by Resident of all other terms, conditions and covenants contained in this residential lease agreement as well as any addenda hereto (any and all such addenda are incorporated herein by reference and made a part hereof) Landlord agrees to lease to Resident and Resident agrees to lease from Landlord the Apartment at the address described above.

2. **TERM.** The term of this Lease shall be for the period set forth above. In the event that the subject demised premises is not available to Resident for occupancy on the commencement date of this Lease as aforesaid due to construction delays or the failure of a prior resident to timely vacate the premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Resident for any damages arising from same, and this lease shall remain in full force and effect. In such event, however, the Resident shall not be responsible for paying rent to Landlord on a prorated basis for those days during the first calendar month of occupancy that the subject demised premises was not available for occupancy by Resident. Upon the failure of Landlord to deliver possession to Resident within ten (10) days after written demand by Resident, Resident may declare this Agreement null and void and of no force or effect from its inception and Landlord shall refund to Resident any security deposit and/or other amounts paid Landlord by Resident in conjunction with this Lease Agreement only.

3. **RENT.** The Resident agrees to pay to Landlord in conjunction with this Lease Agreement only, the first day of each and every consecutive calendar month thereafter, by their personal check, their money order or their cashier's check, the monthly rental amount set forth hereinabove. Third party payments will not be accepted. It is agreed that at no time shall cash be accepted by Landlord for payment of rent. For purposes of this Lease Agreement it shall be irrefutably presumed that Resident has not paid rent unless Resident can produce a canceled check or money order purporting to prove rent has been paid to Landlord. If this Lease commences on a date other than the first day of the month, the Resident shall be responsible for paying Landlord a prorated amount of said rent based upon the actual number of days in the first month of the tenancy that Resident occupied the Apartment. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in paragraph four (4) of this Agreement shall be deemed as additional rent for the purposes of this Agreement. Landlord may proceed with an action for possession and breach of contract at the expiration of the Three Day Notice. If Resident will be absent from the premises for more than fourteen days, Resident must notify Landlord in writing.

IMT

4. **CONCESSION AGREEMENT:** I/We understand and agree that a rental concession of \_\_\_\_\_ has been received on apartment # \_\_\_\_\_, to be used as follows: \_\_\_\_\_

*\*If dollar amount left blank, there is no concession offered. In the event I/we terminate the Lease Agreement prior to the lease expiration date of \_\_\_\_\_ any and all concessions received by resident are payable in full to management prior to vacating. All other terms and conditions remain as set forth in the Lease Agreement. **PROMPT PAYER DISCOUNT:** Resident(s) with Prompt Payer Discount agrees to pay their monthly rent including water on or before the first day of every month in order to qualify for the monthly concession. Upon the first occurrence where rent and water are paid after the first then the monthly concession is lost for that month and all following months through the lease term.*

Resident understands and agrees to the terms of the Prompt Payer Discount:

\_\_\_\_\_: Resident initials \_\_\_\_\_: Resident initials  
\_\_\_\_\_: Resident initials \_\_\_\_\_: Resident initials

5. **LATE PAYMENT AND RETURNED CHECKS AND CHARGES:**

A. A Seventy-five Dollars and no/100 (\$75.00) sum will be due as a late fee for rent received after 6:00 p.m. on the third (3rd) day of the month. Late fees will be due even if rent remains unpaid and Landlord proceeds with an eviction and breach of contract action. Landlord will proceed with a three-day notice on the fourth (4th) and eviction proceedings after that if any charges remain outstanding. Additional legal and court fees will be due after eviction proceedings are initiated.

B. Fifty dollars and no/100 (\$50.00) will be due for each dishonored check. Late fees will also be applied if rent is paid with a dishonored check.

C. Landlord reserves the right to require all payments received after the due date to be made by money order, cashier's check or certified check.

D. Resident agrees that any check dishonored by the bank shall be redeemed from Landlord by Resident in full, including all charges as aforesaid, by cashier's check, money order or certified check within twenty-four (24) hours of delivery of written demand by Landlord. Any dishonored check which is returned and/or redeemed after the date rent is due under this lease shall be deemed delinquent and such rental payment shall be subject to the late fee and penalties set forth herein. In addition, Resident shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check.

E. In the event two checks are dishonored, Resident agrees to pay all future rent and other charges by cashier's check, certified check, or money order. Landlord shall not accept personal checks thereafter.

F. All such charges set forth in the preceding sections of this paragraph five (5) shall be deemed additional rent for purposes of this lease agreement and Landlord shall be required to give Resident statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three-day notice period for nonpayment of rent.

6. **SECURITY DEPOSIT.** Resident agrees to pay to the Landlord at the time Resident applies for the Apartment, a security deposit, the amount of which is set forth hereinabove, for Resident's fulfillment of the terms and conditions of this Agreement. The deposit will be returned to Resident within fifteen (15) days after the Apartment is vacated if the following terms and conditions have been fulfilled:

A. Complete vacation of the entire premises by Resident on or before the date specified in the required written 30 day notice of cancellation of Resident's Lease from Resident to Manager, list of damages and defects as set out in Resident's Lease.

B. Expiration of the term of the Lease, or termination of the Lease in accordance with the express provisions thereof.

C. Payment by Resident of all rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease, or up to and including the final day of the 30-day notice period whichever is longer.

D. Thorough cleaning of the premises, including, but not limited to; all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the commencement date of the term of the Lease, normal wear and tear excepted.

E. An absence of defect in or damage to the premises, whether caused by Resident, pets, or otherwise, unless included on the written list of damages and defects as set out in Resident's Lease.

F. Observance and performance by Resident of all of the other covenants and obligations of Resident under the Lease, from the date of commencement of the Lease up to and including the date of expiration or termination of the term of this Lease, or up to and including the final day of the Lease, or up to and including the final day of the 30-day notice period, whichever is longer.

G. Observance and performance by Resident of all rules and regulations pertaining to Resident under the Lease, including without limitation, those rules and regulations pertaining to pets.

H. **PROVISION BY RESIDENT (S) TO MANAGER OF THIRTY DAYS WRITTEN NOTICE PRIOR TO THE DATE OF EXPIRATION OF TERMINATION OF THE TERM OF THE LEASE.** Failure to provide a full thirty-days notice of intent to vacate shall result in the Resident being charged for the balance of the notice period an amount based on the daily pro-rata rental amount, such amount not to exceed one month's rent. Such charge shall be considered liquidated damages under this lease agreement.

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

The security deposit given by Resident to Landlord pursuant to this paragraph shall be held by Landlord in a non-interest bearing account as described hereinabove. Resident hereby acknowledges that Resident has been made aware of and has received the following described copy of Florida Statutes section 83.49(3). Said Florida Statute reads as follows:

(a) "Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have fifteen (15) days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the Resident written notice by certified mail to the Resident's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (Landlord's address). If the Landlord fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the Resident objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the Resident within 30 days after the date of the notice of intention to impose a claim for damages.

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

7. **FAILURE TO COMPLY.** Resident agrees that the Resident shall be responsible to Landlord for the rent accruing hereafter even if Resident fails to occupy the subject demised premises. Resident further acknowledges that Resident consents to the application of the security deposit by Landlord in the event that Resident does not occupy the Apartment, to cover Landlord's costs in preparing the Apartment for rental and re-renting the Apartment, together with any and all damages for unpaid rent accruing from the commencement date of this Lease up through the date that Landlord is able to relet the property, provided, however, that reletting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

8. **CONDITION OF THE APARTMENT UPON MOVE-IN.** The Resident agrees that prior to Resident taking possession of the subject demised premises, Resident shall make an initial walk through of the Apartment with an agent of Landlord and at such time the Resident and the Landlord shall so note on a move-in report any and all problems or deficiencies in the Apartment that the Landlord shall be reasonably required to repair. The Resident agrees that other than those items set forth on the move-in report, the Resident shall accept the Apartment as is. Reasonable repairs for purposes of this paragraph shall be those repairs that are required in order to render the Apartment habitable. The Landlord shall make all such repairs with reasonable promptness after said move-in report is executed.

9. **MONTH TO MONTH.** Resident or Landlord may terminate this lease at the end of the initial Lease Term by giving the other party written notice of termination no later than thirty (30) days prior to the end of the initial lease term. If neither party so gives notice, this Agreement will be extended on a month-to-month basis upon the same terms and conditions as contained herein, except that the rent payable hereunder shall be increased plus One Hundred Dollars and 00/100 (\$100.00) per month as additional rent. At the time this Lease expires, if notice has been given by either party, Landlord shall have the right during the last thirty (30) days of the term of the Lease to enter the Apartment without notice at all reasonable times in order to show the premises to prospective Residents. Either party may terminate a month to month tenancy by giving the other party written notice of termination no later than thirty (30) days prior to the end of the monthly rental period. All month-to-month fees under this lease agreement shall be considered additional rent.

10. **SUBLET.** Resident may not sublet the Apartment or assign this Lease without the prior written consent of Landlord. In the event Landlord allows subletting or an assignment of Resident's rights and interest hereunder, Resident shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this residential lease agreement, including, but not limited to, the payment of rent.

11. **UTILITIES.** Landlord shall furnish, as part of the Lease Agreement, the following utilities only: garbage removal. If the cost to Landlord of providing any of said utilities increases for any reason during the term of this Agreement, Resident shall pay as additional rent its share of such increase allocable to the Apartment commencing thirty (30) days after delivery to Resident by Landlord of written notice for same. Under no circumstances shall Landlord be responsible to Resident for any interruption in furnishing services.

(a) **Electric:** The Resident is responsible for changing the electricity into Resident's name prior to move-in. If such is not completed, the Resident authorizes the landlord to deduct any utility charges paid on Resident's behalf from the security deposit. You may not occupy your apartment without electric service.

(b) **Water/Sewer:** If a Utility Bill is sent, each Utility Bill shall be based on either (a) an estimated or actual reading of the sub-meter for Residents Unit OR (b) the previous month's actual bills for the Utilities for the Property allocated to Resident pursuant to an allocation formula based, in whole or in part, upon at least one or more of the following components: the number of Units on the Property, the number of occupied Units at the property, the square footage of the Unit, the number of occupants in the Unit, and the number of bathrooms in the unit. Payment of the Utility Bill is due as noted in each Utility Bill at the location identified on such Utility Bill. If a Utility Bill is sent, in addition to the sub-metered or allocated charge for the Utilities, Resident agrees to pay a onetime set up fee, which fee shall be included on the first Utility Bill received by Resident. Resident represents that all occupants that will be residing in the Unit are accurately identified in the lease. Resident agrees to promptly notify Landlord of any change in such number of occupants. If a resident moves into or out of the Unit on a date other than the first of the month, Resident will be charged for the full period of time that Resident was living in, occupying or responsible for payment of rent or the Utilities for the Unit. If Resident breaks or breaches the Lease, Resident will be responsible for all charges for the Utilities through the time it takes for Landlord to retake possession of the Unit, regardless of whether Resident is still occupying the Unit. When the Resident vacates the Unit, all charges for the Utilities must be paid by the move out date. To the extent permitted by law, any unpaid charges for utilities at the time of the move out date will be deducted from the security deposit being held by Landlord under the Lease.

12. **PROPERTY LOSS.** Landlord shall not be liable for any damages or losses to person or property caused by persons other than Landlord. Landlord shall not be liable for personal injury or damage or loss to Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. We strongly recommend that Resident secure insurance to protect Resident and Resident's property. Landlord's property insurance does not cover risk of loss to any of Resident's property. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of Landlord under this Agreement, such employee shall be deemed as an agent of Resident regardless of whether or not payment is made by Resident for such service. Resident agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.

13. **RIGHT TO ACCESS.** Landlord shall have the right to enter the Apartment at any reasonable time, without notice for inspection, maintenance and pest control. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property.

14. **USE/OCCUPANCY.** The Apartment shall be used for residential purposes only and shall be occupied only by the persons named on this lease. Resident agrees not to permit any person not listed on the lease to occupy the Apartment more than fourteen (14) days and nights during the full term of the lease. Resident agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not to conduct or initiate activities, which would increase the rate of insurance on the premises. Resident shall be responsible for the conduct of Resident, any and all occupants of the Apartment, as well as Resident's agents, invitees and guests. In its sole discretion, the Landlord may request any guest or invitee of the Resident to leave the Apartment Community if the Landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance. Any prior resident or occupant that leaves the Apartment Community while still owing money to the management company or owner or who has been evicted from the property is not permitted to return to the Apartment Community. Any such person shall be considered unauthorized and the Resident that permits the presence of such person shall be in material violation of the lease agreement.

15. **INDEMNIFICATION.** Resident agrees to reimburse Landlord promptly for the cost to Landlord for property damage to the Apartment and the common areas of the Community, including, without limitation, the cost of repairs or service (including plumbing trouble) caused by Resident's negligence, intentional acts and/or improper use by Resident, occupants, guests or invitees. Resident shall be responsible for any such damage resulting from windows or doors left open. Payment of all amount due Landlord under this provision or the agreement is due and payable within five (5) days of delivery of written notice to Resident. All amounts due hereunder are deemed additional rent.

16. **MAINTENANCE.** Resident agrees to make maintenance checks at proper intervals on smoke alarms located in the Apartment and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Resident does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Resident shall maintain the Apartment, including the fixtures therein, in a clean, shiny and sanitary condition. Resident shall not, without the consent of Landlord, alter, remodel or otherwise change the appearance and/or structure of the Apartment, building or grounds.

17. **EARLY LEASE TERMINATION.** In the event Resident desires to terminate the Lease before the natural expiration date of the Lease, Resident may cancel this Lease contract and receive full refund of the security deposit provided that all of the conditions below are fully satisfied to Landlord's personal satisfaction.

A. Written notice of termination must be received by Landlord not later than thirty (30) days prior to the proposed termination date. In addition, Liquidated Damages equal to one month's rent is required. Rent must be paid through the termination date. Failure to provide a full thirty-day notice of intent to vacate shall result in the Resident being charged for the balance of the notice period of thirty days and one month's rent as Liquidated Damages. Such charge shall be considered liquidated damages under this lease agreement as defined in Paragraph 19, **LIQUIDATED DAMAGES.**

B. A termination fee equal to \$ \_\_\_\_\_ must be tendered to Landlord simultaneously with the notice of termination.

C. All monies due the Landlord and all amounts to accrue up through the termination date, including rent, must be paid in full at the time of giving notice.

D. Upon vacating the apartment the apartment must be left in its original condition, with normal wear and tear excepted.

E. Military Clause: Rental agreement may be terminated without penalty under the following conditions:

1. As a member of the United States Military forces on active duty, Resident receives military permanent change status (PCS) orders transferring him to another duty station outside of the immediate area; and
2. Provided management receives a copy of the written PCS orders at least thirty days prior to move out or as soon as received by Resident.

3. Liquidated damages equal to one month's rent shall be charged upon completion of less than six months of the lease agreement. Liquidated damages equal to one-half month's rent shall be charged upon completion of six or more months of the lease agreement.

18. **DEFAULT BY RESIDENT.** If Resident fails to pay rent or additional rents when due, or if Resident fails to reimburse Landlord for damages, repairs or plumbing service costs when due under this contract, or if Resident or Resident's occupants or guests materially or repeatedly violates this contract or applicable state and local laws, or if the Resident abandons or surrenders the Apartment prior to the annual termination date of this lease, without fully exercising the cancellation provision contained in paragraph 16, then Resident shall be considered in default of this lease agreement and where applicable Landlord may terminate Resident's right of occupancy by giving Resident notice in writing. Notice may be by mail, posting or personal delivery of Resident's Apartment. Such termination does not release Resident from any obligation or liability for future rentals. If any amounts due Landlord are delinquent, Landlord shall not be obligated to continue utilities, which are furnished and paid for by Landlord.

19. **LIQUIDATED DAMAGES.** In addition to all other damages to which Landlord is entitled as set forth herein and/or as called for in Chapter 83, Part II of the Florida Statutes, in the event that Resident defaults under the terms of this lease as provided in paragraph 17, the Resident shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during the notice period pursuant to paragraph 16, late charges, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. It is hereby expressly recognized and acknowledged by Resident that no exact measure of the loss and damage which may be caused to Landlord, its successors and/or assigns, resulting from a breach by Resident of the covenants contained in this lease agreement, can be determined. For purposes of liquidating such damages, other than for damages to the subject demised premises above and beyond normal wear and tear, NSF charges and other special damages, attorney's fees and costs, it is agreed that in the case of any breach by the Resident of the covenants contained herein the damages for arrears of rent and late charges caused shall be and are hereby fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Resident vacates the Apartment plus an additional amount equal to two months' rent after the date of said breach. The Landlord, its successors and assigns are hereby given the right to recover said damages from Resident by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

20. **PETS.** Resident shall not keep any animal, bird or pet of any kind in the Apartment, or on or about the community grounds without prior written consent of Landlord, and without paying Landlord a pet deposit and non-refundable per fee to be determined by Landlord. Visiting pets are not permitted under any circumstances. This pet deposit shall be treated as an additional security deposit and shall be governed by the security deposit provisions of this Agreement hereinabove. Landlord shall have the right to limit the size and weight of any pets permitted at the property. Furthermore, the Landlord shall have the right to limit the breed or species of pets permitted at the property without notice to the Resident. See PET POLICY-RULES, REGULATIONS, AND POLICIES, Paragraph 33.

21. **RIGHT TO POSSESSION.** Whenever under the terms hereof Landlord is entitled to possession of the Apartment, Resident will at once surrender same to Landlord in as good condition as at the commencement of this lease, normal wear and tear excepted.

22. **RULES, REGULATIONS AND POLICIES.** It is agreed and understood by Resident that the Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the attached rules, regulations and policies of the Apartment Community, without the prior consent of Resident, and that Resident agrees to be bound thereby after receiving written notice of said amendments. All subsequent amendments to the rules, regulations and policies of the Apartment Community shall be deemed incorporated in this lease by reference immediately upon the delivery of same to Resident by Landlord. Resident, all occupants of the Apartment, Resident's family, guests and invitees shall comply with all rules, regulations and policies now or hereafter promulgated by Landlord including, without limitation, the printed rules, regulations and policies, if any, attached hereto and incorporated herein by reference. Resident agrees to abide by all federal, state, and local laws and ordinances and agrees not to engage in any activity in or about the Apartment community, including common areas, of an illegal nature, purpose or intent. Resident further agrees that Resident, all occupants of the Apartment, Resident's family, guests and invitees shall not be loud, boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts and conveniences of the Landlord, its agents, representatives and/or employees nor of other residents, guest(s) or invitee(s) at the Apartment Community. Resident shall not interfere with management in the performance of their duties, nor shall Resident make any threats to any management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Resident's right of occupancy immediately.

23. **RADON GAS.** We are required by Florida Statute 404.056(8) 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 prevent health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

24. **MOLD AND MILDEW.** Resident(s) acknowledge the necessity of providing and maintaining appropriate climate control, keeping their apartment home clean, and taking other steps as needed to retard and prevent the growth of mold and mildew in their apartment home. The Resident(s) further agree to clean their apartment home on a regular basis, remove visible moisture that accumulates on windows, walls, and other surfaces as soon as reasonably possible, and to not block, cover, or retard the flow of any heating, AC, or ventilation ducts in their home. In addition, the Resident(s) will immediately report to management evidence of water leaks or excessive buildup of moisture in their apartment home, any large areas of mold or mildew on non-porous materials such as ceramic tiles, Formica, vinyl flooring, metal, wood, or plastic or any mold or mildew on any porous materials. Small areas of mold or mildew on these types of non-porous materials can be cleaned by the Resident(s) by first using a soap/detergent and water mixture followed by cleaning with a household cleaner (Trex, Lysol, bleach and water mixture, etc). Always check product labels for appropriate uses (as few household cleaners will actually kill mold), treatment methods, and safety precautions. The Resident(s) will also notify management if there is any failure or malfunction of the heating, AC, or ventilation equipment in their apartment or in any "common" areas (ex: laundry rooms, etc) and of any doors or windows they are unable to open or close. By signing this Lease, the Resident(s) agree that they shall be responsible for damage to the premises, their property, as well as any injury or illness to Resident(s) and/or occupants resulting from failure to comply with the terms of this provision and that a breach of this provision shall constitute a breach of the Resident(s)' apartment home lease.

25. **APPLICATION.** In the event that any information given and/or representation made by Resident in Resident's

Application is false, Landlord may, at Landlord's option and in its sole discretion, terminate this lease without giving Resident any right to correct the misinformation and/or misrepresentation. Resident agrees that Resident will promptly notify Landlord in writing of any change in the information provided Landlord by Resident.

26. **NO SECURITY SERVICES.** The Landlord shall not provide nor does the Landlord have any duty to provide for Resident security services for the protection of the Resident or the Resident's property. The Resident hereby acknowledges that he understands the foregoing, and the Resident shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that the Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of Landlord, its representatives, agents, employees, or any other persons or entities that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that the Landlord elects to hire a security service to patrol or monitor the Apartment Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Landlord to protect the Resident.

27. **ATTORNEY'S FEES.** In the event legal action is instituted to enforce this Agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding before any appellate tribunal. In the event Landlord employs the services of a collection agency to collect any money owed Landlord by Resident, Resident shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby by the Landlord, in addition to all other amounts owed.

28. **MORTGAGEE'S RIGHTS.** Resident's rights under this lease shall, at all times, be automatically subordinate and junior to any existing or future mortgage, deed or trust or other lien applicable to the premises or its contents, which is now or shall hereafter be placed on the property of which the Apartment is a part. If requested, Resident shall execute promptly any document that Landlord may request to verify this subordination agreement.

29. **NOTICES.** Any notice required by this Agreement shall be in writing and shall be posted, hand delivered and/or mailed by registered or certified mail to the Landlord at Landlord's address set forth herein and to the Resident at his Apartment address.

30. **WAIVER.** Failure of Landlord to insist upon strict, timely compliance by Resident with any term of this agreement shall not amount to not be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this agreement, including, without limitation, any term that may not have been enforced strictly by the Landlord previously. Acceptance by the Landlord of rent after knowledge of any breach of this lease by the Resident shall neither be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this lease pursuant to such a breach. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out or thereafter. The Resident hereby waives Resident's right to demand a jury trial in any cause of action arising between Landlord and Resident concerning this contract.

31. **ENTIRE AGREEMENT.** This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this lease did any representative, agent, or employee or the Landlord make any representations, engage in any discussions of the lease, or otherwise communicate with the Resident, anything that in any way whatsoever contradicts any written term or condition of this lease agreement, nor did the Landlord, any representative, agent or employee of the Landlord make any statements or communications or representations of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this lease as written. This Agreement comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the rules and regulations in paragraph 21 hereinabove may not be altered or amended except in writing and signed by authorized representatives of each Party hereto. This Agreement shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation. This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida.

32. **SEVERABILITY.** If any term of the Agreement is found to be contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or if it is found that any term is void or voidable, then said term shall not apply and this Agreement shall be construed as if said term were not present, and there shall be no effect on the remainder of this Agreement as a result of the removal of such term, provided that the general intent of this Agreement is not changed.

33. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage or destruction to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Landlord. If the damages are such that occupancy of the premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the premises is rendered unusable by the damage or destruction, the Resident may vacate only that portion of the premises rendered unusable and Resident's rent shall be reduced by the fair market value of the unusable portion of the premises during the period of partial vacancy, provided the damage or destruction was not caused by Resident, and/or occupant, guest, agent or invitee of Resident or occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Resident, Landlord may pursue all of its remedies against Resident provided under Florida law. If, in Landlord's opinion, the premises are so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the premises, the Lease may be terminated by either Manager or Resident in which event Resident shall vacate the premises within seven days of receiving notice by the other party. In the event the premises are damaged or destroyed so as to substantially impair Resident's enjoyment of the premises due to wrongful or negligent acts of Resident, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Resident with a Seven Day Notice to Vacate, in which event Resident shall vacate the premises within seven days of receipt of the notice, or without terminating the Lease, require Resident to accept a comparable apartment unit in the Apartment Community for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the Apartment and take possession of such comparable apartment unit.

34. **RESIDENT INFORMATION.** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that Resident knowingly and voluntarily gave all such information, and if such information proves to be false or misleading, Resident shall have committed a material breach of this Lease that Resident shall not be permitted to cure. In cases of tax-exempt bond-financed properties Resident hereby certifies the accuracy of the statements made in all documents previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certification of Tenant Eligibility and Income Verification (collectively known as the "Certificate") shall be deemed substantial and material obligations of Resident's tenancy, that Resident will promptly comply with all requests for information with respect thereto from the Manager, the Owner of the Apartment Community or any Mortgagee; that Resident's failure to provide accurate information in the Certificate or Resident's refusal to comply with a request for information with respect thereto shall be deemed a material default by Resident which Resident shall not be permitted to cure; and that Resident's failure to furnish accurate and current information on the Certificate could subject Resident to civil liability. Resident agrees that this Lease shall become null and void if it becomes known to the Owner of the Apartment Community or Manager that continuation of Resident's occupancy will result in the interest on any tax-exempt bonds utilized to finance the construction of the Apartment Community becoming subject to federal income taxation, or in violation of the state statute permitting the issuance of such bonds.



RESIDENTIAL

materialmen's or other liens to be placed upon the leased property in connection with maintenance, alterations, modifications or otherwise. The interest of the Landlord shall not be subject to liens for improvements made by the Resident. Landlord shall not be liable for any work, labor or materials furnished to the Premises by or through Resident or anyone claiming through Resident. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of the Landlord in and to the Premises. Landlord intends to record a notice as set forth in Florida Statutes Section 713.10. This lease itself shall not be recorded in the public records.

**BY SIGNING THIS RENTAL AGREEMENT THE RESIDENT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE RESIDENT'S PERSONAL PROPERTY.**

IN WITNESS WHEREOF, the parties have executed these the day and year first above written. Resident's signature indicates they have read the entire agreement including the terms and conditions set forth above.

Resident:

Authorized Agent for Landlord