

RESIDENTIAL LEASE AGREEMENT

Name(s) of Tenant(s):	
Property Address:	
Lease Start Date:	
Lease End Date:	
Rent Amount Year 1:	\$ _____ through _____
Rent Amount Years 2&3:	\$ _____ starting _____
Security Deposit Amount:	\$ _____
First Month Prorated Rent Amount:	\$ _____
Last Month Prorated Rent Amount:	
Date Signed:	

This Residential Lease Agreement (“Lease”) is entered into as of the date set forth above by and between JWB Property Management, LLC (“Landlord”), as lawfully authorized agent for the owner of the property described above (“Owner”), and the Tenants named above (referred to in this Lease collectively as “Tenant”). Landlord and Tenant shall be collectively referred to herein as the “Parties.” With the intent to be bound hereby, the Parties agree as follows:

- 1. LEASE TERM.** Landlord leases to Tenant the residential dwelling described above (hereinafter referred to as the “Property”) for a term beginning on the Lease Start Date and terminating on the Lease End Date set forth above (the “Rental Term”).
- 2. RENT AMOUNT.** Tenant shall pay to Landlord the monthly Rent Amount set forth above (“Rent”) on or before the FIRST day of each month. Partial payments of Rent are not accepted. Rent shall be paid by Tenant in advance and without demand through Landlord’s online payment system in accordance with the instructions set forth on the Rent Collection Addendum (Addendum “A”) attached to this Lease. **NO PERSONAL CHECKS, MONEY ORDERS OR CASH ARE ALLOWED, UNLESS AGREED TO IN ADVANCE BY LANDLORD.** If the Rental Term begins other than on the first day of the month, Tenant shall pay one full month’s Rent on or before the Lease Start Date, and shall pay the First Month Prorated Rent Amount set forth above on or before the first day of the next month. Thereafter, Tenant shall pay the regular monthly Rent Amount on or before the first day of each subsequent month. Tenant shall owe the Last Month Prorated Rent Amount for the last month of the Term, unless the Lease is extended. Landlord will not honor any charges, or deductions from Rent not specifically authorized in advance in writing.
- 3. NOTICE TO VACATE.** If Landlord does not wish to renew or extend the Rental Term, Landlord shall give Tenant at least 60 days’ notice prior to end of the Rental Term. Tenant shall give Landlord at least 60 days written notice prior to vacating the Property. If Tenant fails to timely provide such written notice, Tenant shall owe liquidated damages in the amount of one month’s rent.
- 4. EXTENSIONS AND RENWALS.** If, upon expiration of the Rental Term, the parties choose to extend the Lease on a month-to-month basis, the Rent Amount for such extended term shall be \$100 higher than the Rent Amount for the original Rental Term, in addition to adjustments accounting for market rent increase. Tenant must provide 30 days’ written notice prior to vacating during the extended term. Landlord may charge Tenant a renewal fee for any renewal of this Lease agreed to by the parties.
- 5. LATE FEES AND PAYMENTS.** If Rent is not received on the FIRST day of the month, it is considered late and Tenant is in default of the Lease and Landlord may begin eviction proceedings. If Rent is not received by the THIRD day of the month, Tenant will be assessed a late fee of \$150.00 on the FOURTH day of the month (the “Late Fee”). Tenant acknowledges that the Late Fee is not a penalty, but rather is intended to reimburse Landlord for the administrative and other costs and expenses that result from Tenant’s late payment. Returned, dishonored or insufficient payments are subject

to the charges set forth on Landlord's online payment platform and any questions regarding those charges must be directed to the third party that maintains such platform. The Late Fee and charges are in addition to, and shall not constitute a waiver by Landlord of its right to declare a default under this Lease or pursue any other remedy available under applicable law. All payments received by Landlord shall first be applied to any outstanding balances of any kind, including but not limited to dishonored payment charges, damages to the Property, eviction costs and Late Fees, and any remaining amounts shall be applied toward outstanding Rent. All Late Fees and other charges and fees due under this Lease are deemed to be additional Rent.

6. SECURITY DEPOSIT AND CHARGES. On or before the Lease Start Date Tenant shall pay, the Security Deposit Amount set forth above as security for the performance of Tenant's obligations under this Lease ("Security Deposit"). If Tenant fails to pay the full Security Deposit on or before the Lease Start Date, this Lease shall be considered null and void and Landlord shall be entitled to retain any deposits or other sums paid by Tenant as liquidated damages and to pursue any other remedies available to Landlord under applicable law. Security Deposit refunds, if any are due, shall be made by check which will be made out in the names of all Tenants and mailed to Tenants. Refund checks may not be picked up in person from Landlord. The Security Deposit shall be held in a non-interest-bearing account at one of the following locations: 1) Bank of America, 3535 University Blvd. W., Jacksonville, FL, 32217; 2) Ameris Bank, 1315 3rd St. S., Jacksonville Beach FL 32250; or 3) First Atlantic Bank, 6622 Southpoint Dr. S. Suite 100, Jacksonville, FL 32216. Tenant shall not be entitled to interest on the Security Deposit. Upon termination of the Lease, or if Tenant fails to pay Rent when due, or breaches any term of this Lease, any unpaid Rent, damages, fees and costs shall be deducted from the Security Deposit. Upon termination of this Lease (whether by its own terms or due to breach by Tenant), or if Tenant fails to pay Rent when due or breaches any term of this Lease, the following charges, costs and expenses shall be charged against the Security Deposit, and the remainder will be returned to Tenant:

- A. Any unpaid Rent, Late Fees, or other fees, charges or costs owed by Tenant.
- B. The cost to repair any damage to any portion of the Property.
- C. The cost of removing property, debris, trash, or rubbish left when Tenant vacates the Property.
- D. Any costs incurred by Landlord or Owner to enforce this Lease or as a result of Tenant's breach of this Lease or any municipal codes, zoning regulations, homeowner's association or condominium association rules, regulations or bylaws.
- E. Any unpaid utility charges and any late or other fees associated therewith.
- F. All charges resulting from noncompliance with the Move-Out Checklist Addendum.

7. MAINTENANCE BY TENANT. Tenant shall be responsible for the following maintenance items, at Tenant's sole cost:

- A. Maintaining the Property so as to keep it in the same condition as when Tenant moved in. Tenant is responsible for any damage caused by Tenant, Tenant's guests, invitees, contractors or servicepeople, or any other person.
- B. Maintaining and regularly test the smoke detector(s) and fire extinguisher(s) at the Property. Tenant acknowledges that the Property contains smoke detectors and one or more fire extinguishers.
- C. Maintaining and keeping the interior and exterior of the Property clean and presentable at all times, including any pool, parking areas, garbage can areas and yard.
- D. Changing A/C filters monthly and regularly cleaning A/C coils and drainline. If Tenant fails to regularly replace the A/C filter, Tenant shall pay an administrative fee of \$50.00 for replacing the filter and shall pay for costs of coil cleaning and/or condensation line cleaning.
- E. Maintaining the lawn, landscaping and irrigation system if any, including by mowing and watering the lawn, pulling weeds and trimming bushes, hedges and other landscape as necessary. If, in Landlord's sole discretion, Tenant has failed to adequately maintain the lawn and landscaping, Landlord may arrange for lawn maintenance to be provided by a third party and Tenant will be responsible for all costs associated therewith, which will constitute additional Rent.
- F. Pest control.
- G. Keeping the garbage disposal free from clogs.
- H. Resetting electrical breakers in the event of a power surge.
- I. Replacing light bulbs.
- J. Water filtration systems and filters.

- K. Well system (if applicable, including the cleaning and washing monthly of all softener equipment).
- L. Septic system (if applicable, including monthly application of septic system maintenance products and carrying out Tenant's responsibilities under the Septic Addendum (Addendum "F")).
- M. Keeping plumbing fixtures and lines free from clogs and stoppages.
- N. All other items, systems, fixtures and areas not required to be maintained by Landlord below.

8. MAINTENANCE BY LANDLORD. Landlord shall be responsible for maintaining only the following items:

- A. HVAC system (except as noted in Section 6 above).
- B. Electrical system (except as noted in Section 6 above).
- C. Plumbing System (except as noted in Section 6 above).
- D. Landlord provided appliances
- E. Roof, foundation, exterior walls, doors and windows.

9. MAINTENANCE PROCEDURES. Tenant must promptly report all damages and maintenance needs and all repairs must be coordinated through Landlord. Tenant shall pay Landlord a \$100 service fee for ANY maintenance request, no matter which party is responsible for the requested repair. If the maintenance issue was caused by Tenant, Tenant shall be solely responsible for any repair, charge or invoice exceeding \$400. If the maintenance issue is for an item required to be maintained by Tenant, Tenant shall be responsible for the entire repair, charge or invoice. Repairs made by Landlord are at Landlord's sole discretion, including choice of vendor and product. Landlord has no obligation to perform in-kind or matching replacement.

10. UTILITIES. Tenant shall promptly connect and pay for all utilities associated with the Property, including but not limited to (as applicable): garbage collection, water, sewer, telephone, gas, security system, and other bills incurred by Tenant during the Rental Term. Tenant shall not allow electricity, water, sewer and garbage collection to be shut off or discontinued during the Rental Term. Tenant shall pay Landlord an administrative fee of \$50.00 for each utility not placed in Tenant's name within 3 business days of the Lease Start Date, or for each utility that is placed into Landlord's name during the Rental Term.

11. PROHIBITED ACTIVITIES AND RESTRICTIONS. Tenant **shall not:**

- A. Smoke or use illegal substances in or on the Property or allow any other person to do so.
- B. Keep any animal or pet on the Property without prior written approval of Landlord and execution of a separate Pet Addendum (Addendum "F") signed by all Parties. The unauthorized presence of a pet will subject Tenant to a charge of \$50.00 per day, and shall constitute grounds for immediate termination of the Lease.
- C. Make any alterations to the Property, including painting, without Landlord's prior written consent. In the event Landlord approves any such alterations, Tenant shall repair all nail holes or other damage to walls prior to moving out.
- D. Assign, mortgage, encumber, or transfer this Lease, or sublet any part of the Property without the prior written consent of the Landlord. Any attempted assignment, mortgage, encumbrance, transfer or sublease of this Lease shall be null and void.
- E. Remove any fixture or appliance attached to or present at the Property.
- F. Park any vehicles in the yard or anywhere other than designated parking areas, repair any vehicles other than in an enclosed garage, or store any inoperable vehicles at the Property. Tenant may not park any commercial vehicles anywhere on the Property.
- G. Commit any act or fail to commit any act that violates any law, regulation, municipal code, zoning regulation, or homeowner's or condominium association rule or bylaw, or violates the terms of Owner's insurance policy on the Property.
- H. Commit any waste or store any dangerous or hazardous materials on the Property or undertake any act which violates the terms or conditions of any insurance policy in favor of the Landlord or Owner or otherwise jeopardizes Landlord's or Owner's insurance coverage, or the health or safety of Tenants or others.
- I. Attempt to terminate this Lease or abandon the Property during the Rental Term or allow the Property to be vacant for a period exceeding 30 days.

Any failure to comply with the above-listed prohibited activities, or any not listed, that result in a 7 Day Notice of Non-Compliance being sent, will result in a \$50 charge which will constitute additional rent.

12. USE AND OCCUPANCY. Tenant shall use the Property only as a residence and shall not operate any trade or business from the Property. Tenant shall be responsible, at all times, for the conduct of Tenant's guest, licensees, and invitees while they are on the Property. If Landlord receives any complaints concerning the conduct, noise or disturbance of the peace of Tenant or Tenant's guests, licensees or invitees, such complaint shall constitute an Event of Default under this Lease Agreement. Tenant shall use the Property in such a manner as to comply with all local, county, state and federal laws, rules, ordinances, regulations and codes. Tenant must comply with all homeowner's association or condominium association rules. Tenant shall be responsible for obtaining a copy of any such rules directly from the association. Tenant is responsible for the cost of complying with all association rules and any costs resulting from Tenant's failure to comply with such rules, including any fines. Tenant shall not use the Property or permit it to be used for any disorderly or unlawful purpose or in any manner determined by Landlord to be offensive to any of the neighbors. The Property are to be used exclusively as a residence only by the Tenants and their minor children listed below. **NO OTHER PERSONS MAY LIVE AT THE PROPERTY WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION.** Each guest may stay no longer than a total of fourteen (14) days per year. Tenant shall not possess or store any of the following on the Property: portable space heaters, trampolines, water beds, above-ground pools, zip lines, skateboard or bicycle ramps, outdoor appliances, or hot tubs. Landlord may terminate the Lease if any condominium or homeowner's association restricts Landlord's ability to lease the Property.

13. EVENTS OF DEFAULT. Any of the following shall be deemed an Event of Default:

- A. Tenant's failure to pay any installment of Rent, or any other fee or charge, in full when such amounts become due.
- B. Tenant's failure to perform any of Tenant's responsibilities, or observe any other term or condition of this Lease.
- C. Tenant committing any act prohibited this Lease.
- D. Tenant attempting to terminate the Lease prior to expiration of the Rental Term, or abandon the Property during the Rental Term.
- E. The filing or execution or occurrence of (i) a voluntary or involuntary petition of bankruptcy by or against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition, if involuntary; (ii) a petition against Tenant seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act or any similar state law, and the failure of Tenant, in good faith, to promptly commence an action to dismiss the petition; (iii) a general assignment for the benefit of Tenant's creditors. Or the taking by any party of the leasehold created hereby or any part thereof, upon foreclosure, levy, execution, attachment, or other process of law or equity.
- F. Any Tenant being incarcerated for any period of time during the Rental Period.
- G. Tenant's default under any other Agreement between Landlord and Tenant concerning the Property.

14. LANDLORD'S REMEDIES FOR DEFAULT. In the event the Tenant commits an Event of Default of the Lease, Landlord may, evict Tenant through summary proceedings, hold Tenant responsible for all unpaid Rent, fees, charges and damages, and pursue all other remedies available under applicable law. In the event of an early termination, Tenant agrees to pay damages as set forth on the Early Termination Addendum (Addendum "E").

15. LIENS. Tenant shall not cause or allow any liens, including any construction liens, mortgages, code enforcement or nuisance liens to be filed against the Property or any part or interest thereof. Tenant has no authority to enter into any contracts which could give rise to such liens. If any intent to file any such lien is filed in the public records or sent to Tenant, Tenant shall immediately notify Landlord, secure the release of said lien and indemnify Landlord for all costs, together with attorney's fees, arising out of or relating to such lien. **THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Property at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

16. COURTESY ITEMS. The following items and appliances, if present on the Property, are furnished solely as a courtesy to Tenant, are not warranted, and shall not be replaced by Landlord if they are damaged or break: icemaker, microwave, ceiling fans, washer and dryer. Maintenance of such items and appliances is Tenant's responsibility, and Tenant will keep them in good repair.

17. KEYS AND LOCKS. All necessary keys and garage door openers to the Property will be supplied by Landlord prior to Tenant taking possession of the Property. The following keys are being provided for the Property: _____ front door house keys, _____ back door house keys, _____ mail keys, and _____ garage door openers. Tenant may not change locks without obtaining Landlord's prior written approval. Any key or lock failure shall be promptly reported to Landlord; however, Landlord does not warrant lock integrity and is not liable for any damage, injury, or harm occurring as a result of lock failure. Locks, keys and garage door openers lost or damaged by Tenant will be repaired and/or replaced by Landlord at Tenant's expense.

18. "AS IS" CONDITION. Tenant accepts the Property, fixtures, and, if applicable, furniture "as is", "where is" and "with all faults." It shall be Tenant's responsibility to notify Landlord of any existing damage, faults, defects or other punch-list items within 7 days of moving in, utilizing Landlord's standard form which will be provided to Tenant. Failure to notify Landlord of such defects may result in Tenant's liability for any repairs and maintenance required to cure such defects, including the \$100 maintenance service fee. Tenant is also responsible for verifying the dimensions and square footage of the leased Property. The Property being leased may not include all real property surrounding the building being leased. Landlord reserves the right to move or remove fencing and to subdivide the Property and surrounding area for the purpose of future development, and Landlord shall have no liability to Tenant for such alterations or development.

19. LANDLORD'S RIGHT OF ENTRY AND INSPECTION; SIGNS. Landlord may inspect and photograph the Property to ensure Tenant is maintaining the Property and complying with all of Tenant's obligations. Landlord may also access the Property to show it to prospective Tenants, purchasers, mortgagees, Owners, and contractors at any reasonable times during the Rental Term. Tenant agrees to keep the Property in a clean and show-ready condition at all times. Landlord shall give reasonable notice of any inspection or showing. Landlord may inspect the Property every 30 days, or more often if Tenant is found to be not in compliance with the terms of this Lease. Landlord may, at any time during the Rental Term, display signs at the Property, including signs advertising the sale or rental of the Property or other advertising and marketing signs for Landlord's benefit, and Tenant shall not remove, alter or cover or otherwise interfere with such signs.

20. SURRENDER AND HOLDOVER. Immediately upon the end of the Lease, whether by its own terms or upon default, Tenant shall surrender the Property to Landlord and remove all of Tenant's personal property. If Tenant fails to remove any personal property by the end of the last day of the Rental Term, such property shall be deemed to be abandoned by the Tenant and shall at Landlord's option become the property of the Landlord or be disposed of by Landlord without liability to Tenant. If Tenant fails to vacate the Property upon expiration of the Lease, in addition to any other remedies available to Landlord under applicable law, Landlord shall have the option to treat Tenant as a holdover Tenant, in which case Tenant agrees to pay double the Rent Amount per month during the holdover period. Additionally, during the holdover period, a 30-day written notice to vacate is required of Tenant.

21. ASSIGNMENT BY LANDLORD OR OWNER. Landlord and the Owner of the Property shall have the right to transfer or assign their rights and obligations under this Lease to any: (i) successor-in-interest; (ii) purchaser or other transferee of any interest in the Property or management rights to the Property; or (iii) to any other person or entity, and any such transfer or assignment shall not relieve Tenant of Tenant's obligations hereunder. If any such transfer or assignment results in a change in the manner in which Tenant's Security Deposit is held, Landlord or Owner shall provide written notification to Tenant. If any person shall succeed to all or part of owner's interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

22. SUBORDINATION OF LEASE. This Lease and Tenant's interest in the Property are and shall be subordinate, junior and subject to any and all mortgages, liens or encumbrances now or hereafter placed on the Property by Landlord or Owner, all advances made under any such mortgages, liens or encumbrances (including but not limited to future advances), and all renewals, extensions or modifications thereof. Tenant will execute and deliver a recordable subordination agreement or tenant estoppel letter from time to time upon Landlord's or Owner's request.

23. LIABILITY; INSURANCE. Landlord shall not be responsible for loss or damage to Tenant or Tenant's property on the Property, no matter how caused. Landlord strongly recommends that Tenant obtain personal liability renter's and flood insurance. Landlord has no insurable interest in Tenant's personal property and does not warrant or insure any property owned by Tenant or others who may be on the Property. Landlord is not responsible for any acts by, or damage or injury to Tenant, Tenant's family, guests, invitees, or any other persons or property, occurring on or near the Property and Tenant agrees to hold Landlord harmless from, and indemnify Landlord against, any claims for damages no matter how caused (including attorneys' fees). Landlord shall not be liable for special or consequential damages for any reason whatsoever. In the event the Property is not ready or available for Tenant to move in on the Lease Start Date, Tenant shall not be responsible for payment of Rent for any such time period as Tenant's sole remedy and Tenant shall not be entitled to any further credit.

24. JOINT AND SEVERAL LIABILITY. If more than one Tenant is a party to this Lease, all Tenants are jointly and severally responsible for the performance of this Lease. Landlord may choose to release any Tenant from his or her obligations under this Lease without affecting the responsibility of any other Tenant. The term Tenant, as used in this Lease, shall include any assignee, sublessor, or guarantor of Tenant; however, this provision shall not be construed to permit the assignment of the Lease or the subletting of the Property, except as may be permitted hereby.

25. ATTORNEYS' FEES AND COSTS. Landlord shall be entitled to recover costs and reasonable attorneys' fees in any action or proceeding to enforce, construe, or remedy the breach of this Lease, to evict any Tenant, including sending any notices of default, or to pursue any other remedies available to it under applicable law.

26. SEVERABILITY; WAIVER. Should any provision of this Lease be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law. The waiver by Landlord of any breach shall not be construed as a continuing waiver of any subsequent breach, and the acceptance by Landlord of partial payments shall not, under any circumstances, constitute a waiver of any rights of Landlord under this Lease, nor affect any notice or legal proceedings previously given or commenced under applicable law. Tenant specifically waives notice of default for nonpayment of Rent or any other monetary obligation which is due from Tenant to Landlord under the terms of this Lease.

27. ENTIRE AGREEMENT. This Lease and the attached addenda, if any, constitute the entire agreement between the Parties with respect to the subject matter of this Lease. All prior oral or written representations or agreements if any shall be deemed superseded by and merged into, this Lease. Tenant acknowledges that Landlord has not made any oral or written representations which differ from the terms of this Lease and that Tenant has not acted in reliance upon any oral or written representation of Landlord in entering into this Lease. The term "including" as used in this Lease shall be interpreted as "including but not limited to." This Lease may be modified only in writing signed by all Parties.

28. CASUALTY LOSS. If the Property is destroyed or damaged and becomes partially or completely uninhabitable due to fire, weather, or any other casualty, Landlord may immediately terminate this Lease by written notice to Tenant. In such event, Landlord shall deduct any sums owed to Landlord from Tenant's Security Deposit and return the remainder to Tenant in accordance with Section 4 above and Landlord shall have no further obligation or liability to Tenant. Under no circumstances is Tenant entitled to reimbursement for costs of relocation or obtaining alternate housing.

29. EXCLUSIVE MANAGEMENT. While the Property is under management with Landlord, Tenant is prohibited from contacting Owner for any reason. It shall be a non-curable Event of Default of this Lease for Tenant to contact Owner. While the Property is under management with Landlord, Landlord shall not provide Tenant's contact information to Owner, unless Owner is an affiliate or subsidiary of Landlord. Nothing contained herein shall be construed to prohibit Owner from contacting Tenant once Landlord ceases management of the Property.

30. GOVERNING LAW; JURISDICTION AND VENUE. This Lease shall be construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. The sole and exclusive venue for any action regarding the interpretation or enforcement of this Lease shall lie in a court of competent jurisdiction located in Duval County, Florida and Tenant irrevocably consents to the jurisdiction of such court.

31. METHOD OF NOTICE. Any notice or written communication required or allowed to be given under this Lease may be made by U.S. Mail or email to the email addresses listed below, unless another form of transmission is required by applicable law. Landlord or Tenant may designate a different e-mail address for notifications by written notice to the other party.

32. NO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS LEASE, INCLUDING SPECIFICALLY ANY EVICTION ACTION. TENANT ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO LANDLORD ENTERING INTO THIS LEASE, AND THAT TENANT HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS LEASE AND UNDERSTANDS THE LEGAL EFFECT OF THIS LEASE AND JURY TRIAL WAIVER.

33. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

34. 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. FOR PURPOSES CONTAINED HEREIN, PRIMA FACIA EVIDENCE OF SUCH ABANDONMENT SHALL BE PARTIAL REMOVAL OF BELONGINGS IN CONJUNCTION WITH RENT NOT BEING PAID IN FULL, OR OTHER METHODS DEEMED REASONABLE BY LANDLORD.

35. NOTICE: 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.

36. ADDENDA. The following addenda are attached hereto and made a part of this Lease:

- A. Rent Collection Addendum.
- B. Mold Addendum
- C. Lead Based Paint Disclosure Addendum
- D. Move-Out Checklist Addendum
- E. Early-Termination Addendum
- F. Pet Addendum
- G. Septic Addendum

[End of Agreement. Signature to Follow on Next Page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date and year indicated above.

LANDLORD:

JWB Property Management, LLC
As authorized agent of Owner

By: _____
Name: _____
Its authorized representative

WITNESSES AS TO LANDLORD:

Witness Signature: _____
Witness Name: _____

Witness Signature: _____
Witness Name: _____

Landlord email address for notices: pmgr@jwbcompanies.com

TENANT(S):

WITNESSES AS TO ALL TENANT(S):

Tenant #1

Signature: _____
Print Name: _____
Email Address for Notices: _____

Witness Signature: _____
Witness Name: _____

Tenant #2

Signature: _____
Print Name: _____
Email Address for Notices: _____

Witness Signature: _____
Witness Name: _____

Tenant #3

Signature: _____
Print Name: _____
Email Address for Notices: _____

Tenant #4

Signature: _____
Print Name: _____
Email Address for Notices: _____

Names of Minor Children Living at the Property:



ADDENDUM “A” TO RESIDENTIAL LEASE AGREEMENT

RENT COLLECTION ADDENDUM

- Rent is due on the first of the month, unless otherwise indicated in your lease agreement.
- Rent is to be paid online ONLY using the Propertyware RealPage Resident Direct portal. NO OTHER FORM OF PAYMENT ACCEPTED.
- Your portal login information will be provided upon lease signing.
- Rent is considered late after the 3rd of the month, incurring a one-time late fee charge of \$150.00 if any rent balance is left unpaid after the 3rd.
- Online payments have a convenience fee of **\$1.95** when using a checking or savings account to make your payment.
- Should you choose to pay by credit card online, there is a convenience fee of **\$27.00**.
- Rent Money Voucher, there is a convenience fee of \$3.75.
- If your payment is returned, you will be charged insufficient funds fees directly through your bank, from Propertyware RealPage Resident Direct to be collected by them as a third-party payment processor.

THIS ADDENDUM IS AGREED TO AND MADE PART OF THE LEASE AGREEMENT.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Signature: _____

Date: _____



ADDENDUM "B" TO RESIDENTIAL LEASE AGREEMENT
MOLD ADDENDUM

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant agrees to use all air-conditioning and heating systems, if provided, in a reasonable manner and as necessary to keep the Property adequately ventilated and free of mold. Tenant shall periodically open windows to allow circulation of fresh air during dry weather only. LANDLORD RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING. TENANT SHALL BE RESPONSIBLE FOR ANY MOLD ACCUMULATION CAUSED BY TENANT'S FAILURE TO RUN AIR-CONDITIONING AS NECESSARY.

TENANT AGREES TO:

- KEEP THE PROPERTY CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PROPERTY WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

TENANT SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD, AND ANY SPILLAGE AND MUSTY ODORS
- ALL A/C OR HEATING PROBLEMS, A/C DRIP PAN OVERFLOWS AND MOISTURE DRIPPING FROM OR AROUND ANY VENTS OR A/C CONDENSER LINES
- SHOWER, BATH, SINK OR TOILET OVERFLOWS, AND LEAKY FAUCETS OR PLUMBING
- PET URINE ACCIDENTS AND DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES OR CEILING
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS,
- CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, fromica, vinyl flooring, metal or plastic, Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), ruex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Landlord may immediately terminate the tenancy and Tenant agrees to promptly vacate the Property in the event Landlord in its sole judgment determines that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenants or other persons or that Tenant’s actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: Tenants agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: Tenant is solely responsible for all damage, injury or health problems that result from Tenant’s failure to comply with Tenant’s obligations hereunder. Noncompliance includes but is not limited to Tenant’s failure to notify Owner or Agent of any mold, mildew or moisture problems immediately **IN WRITING**. Breach of this Addendum shall be a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity and Tenant shall be liable to Owner for damages sustained to the Leased Property. Tenant shall hold Landlord and Owner harmless for damage or injury to person or property as a result of Tenant’s failure to comply with the terms of this Addendum.

THIS ADDENDUM IS AGREED TO AND MADE PART OF THE LEASE AGREEMENT. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Signature: _____

Date: _____



ADDENDUM "C" TO RESIDENTIAL LEASE AGREEMENT
LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



ADDENDUM "D" TO RESIDENTIAL LEASE AGREEMENT
MOVE-OUT CHECKLIST ADDENDUM

I acknowledge that I have been provided with a copy of the Move-Out Checklist.

I understand that it is my responsibility to comply with all move out requirements and make any and all necessary repairs and/or replacements to the Property prior to move out.

I understand that failure to provide proper documentation upon the expiration of my lease will result in charges that will affect the refund of my security deposit.

THIS ADDENDUM IS AGREED TO AND MADE PART OF THE LEASE AGREEMENT.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Signature: _____

Date: _____



ADDENDUM "E" TO RESIDENTIAL LEASE AGREEMENT
EARLY TERMINATION ADDENDUM

It is a default of the Lease for Tenant to terminate the Lease or abandon the Property prior to the end of the Rental Term. If Tenant must terminate the lease before the end of the Rental Term, Tenant may choose whether or not to limit Tenant's responsibility for future rent by selecting one of the options below. No matter which option is selected, Tenant shall also be responsible for any damages or repairs to the Property, as set forth in the Lease.

Tenant must select one of the following when the Lease is signed. If Tenant does not select one of the options below, Tenant shall be deemed to have selection the Option Two.

Option One (Early Termination Fee):

- I agree, as provided in the rental agreement, to pay an amount equal to one month's rent and to forfeit my security deposit as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

or

Option Two (No Limit on Damages):

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

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Landlord Signature: _____

Date: _____