

365 PROPERTY MANAGEMENT

OUR PASSION IS PEOPLE

Residential Lease Agreement

1 Sample St., Sample City, FL 12345

Landlord: Sample Owner

Tenant(s): Sample Tenant

Lease Term: August 10, 2026 to August 31, 2027

Base Monthly Rent: \$2,000.00

**Resident Benefits
Package (monthly):** \$45.00

Security Deposit: \$2,000.00

This cover page is provided for informational purposes only. The body of the Lease Agreement controls in all respects. In the event of any conflict or inconsistency between this cover page and the Lease, the terms of the Lease body govern, not the cover page.

365 Property Management
24123 Peachland Blvd, Suite C4-109, Port Charlotte, FL 33954
(352) 616-8527

1. RESIDENTIAL LEASE

This agreement between **Sample Owner**, hereinafter referred to as the LANDLORD, through its agent, and **Sample Tenant** hereinafter referred to as the TENANT, concerning the lease of the following described property: **1 Sample St., Sample City, FL 12345** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

2. TERM OF LEASE

The term of lease is **August 10, 2026 to August 31, 2027**. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. TENANT shall not be granted possession of the premises until such time that the lease begins, all sums payable per the lease have been paid to the LANDLORD, and all accounts for utilities (as applicable) placed in TENANT'S name.

3. OCCUPANTS

Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Sample Tenant**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

4. PRORATED RENT

TENANT agrees to pay the sum of **\$1,419.35** as pro-rated rent for the period of **August 10, 2026 to August 31, 2026**.

5. RENT

TENANT agrees to pay the monthly rent amount of **\$2,000.00 plus \$45.00/month for the Resident Benefits Package as additional rent** on the **1st** day of each month in advance without demand at **365 Property Management, 24123 Peachland Blvd, Suite C4-109, Port Charlotte, FL 33954** Phone number **(352) 616-8527** Emergency phone number **(941) 500-4511 ext. 6**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **10%** of the rent will be charged on the **4th** day of each month if rent is not paid. At any time prior to or during the lease term, LANDLORD, upon written notice to TENANT by mail, email, or text may change the method in which TENANT is to pay the rent or any other sums owed under the Lease agreement and any addenda, and, TENANT agrees to use the method determined by LANDLORD beginning with the next payment due. TENANT acknowledges in the event electronic payments and/or direct deposits are permitted, LANDLORD reserves the right to suspend or terminate electronic payments and/or direct deposit arrangements in the event of default by TENANT under this lease and to demand payment at a physical address. If the LANDLORD'S or management's payment processor, software provider, or bank imposes any fees or charges for payment acceptance and/or processing now or in the future, TENANT(S) agrees that these charges shall be paid by TENANT(S) as additional rent that is due and payable without demand. Cash payments are NOT accepted. If TENANT'S payment is dishonored, all future payments must be made by money order or cashier's check; dishonored payments will require TENANT to immediately pay to LANDLORD the bank fees incurred by the LANDLORD or LANDLORD'S AGENT plus a service charge of \$25 if the face value does not exceed \$50; \$30 if the face value exceeds \$50 but does not exceed \$300; \$40 if the face value exceeds \$300; or 5% of the face value of the payment instrument, whichever is greater, all of which shall be treated as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any

kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above.

6. RESIDENT BENEFITS PACKAGE

TENANT agrees to pay the sum of **\$45.00/month** as additional rent for the 'Resident Benefits Package' as outlined in the rent paragraph and in the addendum attached to and made part of this lease agreement, at the same time all other rent is due per the lease agreement. Failure to pay this amount or any other amounts due under the terms of the lease agreement or any addenda shall constitute a material default under the terms of the lease, TENANT shall incur late fees and TENANT may be served a notice for nonpayment of rent which shall include all rent and additional rent owed.

7. PETS

TENANT shall not keep any animal or pet in or around the rental premises.

8. SECURITY DEPOSIT

TENANT agrees to pay LANDLORD the sum of **\$2,000.00**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. Security deposit refunds or other refunds, if any, are normally made in one payment in the names of all TENANTS, but LANDLORD has the option to divide the refunds, if any, into equal amounts made payable to each individual TENANT. All refunds, if any, shall be made by mail or electronically, at the option of the LANDLORD. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with **Enterprise Bank & Trust, 150 N. Meramec Ave., Clayton, MO 63105**.

YOUR RENTAL AGREEMENT 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 PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, 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 WRITTEN NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY PROVIDE 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.

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the rental agreement, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD must return the security deposit together with interest if otherwise required within 15 days after the termination of the rental agreement. If the LANDLORD intends to impose a claim on the deposit, the landlord must, within 30 days after the termination of the rental agreement, provide the TENANT written notice by certified mail to the TENANT's last known mailing address or by e-mail in accordance with s. 83.505 of his or her intention to impose a claim on the deposit, and the reason for imposing the claim. The written notice must 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 s. 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 after 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 written notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a set off against the deposit but may file an action for damages after returning the security deposit to the tenant.

(b) Unless the TENANT 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 or her claim and shall remit the balance of the deposit to the TENANT 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 or her right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

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

9. ASSIGNMENTS/SUBLETTING

TENANT shall not assign this lease, transfer any interest, advertise or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement.

10. APPLICATION

If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

11. FIXTURES AND ALTERATIONS

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy. TENANT is not permitted to move any existing appliances from their current location without LANDLORD'S prior written approval.

12. USE OF PREMISES

TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to

LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises, and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT permitted on the premises. TENANT is prohibited from storing or using on or near the premises a gasoline, diesel, LP, natural gas, or propane powered electric generator without prior written approval by LANDLORD and a Generator Use Addendum signed by all parties. TENANT shall not be permitted to have or charge any electrically powered bicycles, scooters, skateboards, golf carts, hoverboards or any other similar transportation devices that use rechargeable batteries inside the living areas of the property. TENANT may keep these items in the garage or carport, if provided, as part of the property. TENANT acknowledges charging of these items is prohibited anywhere inside the property, including the garage or carport, or in any other area under roof. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without LANDLORD'S prior written consent. If an elevator is present, it is agreed and understood by TENANT that the elevator may become inoperable, unusable, or out of service necessitating use of the stairs. TENANT agrees to hold LANDLORD, including the property management company, agents, and assigns, harmless for any liability regarding inconvenience arising from the elevator's unavailability. TENANT further agrees that elevator outages will not be a basis to terminate the lease early, withhold rent or receive a rent abatement and TENANT agrees that the elevator is an amenity only and not in the control of the LANDLORD. If a professional determines a balcony or other elevated amenity is unsafe or any law, rule, ordinance, or governing authority prohibits its use, TENANT shall not access or use the amenity until further written notice from LANDLORD. TENANT agrees that loss of use is not a basis to terminate this lease, withhold rent, entitlement to rent abatement or credit from LANDLORD.

13. SMOKING

Smoking or vaping of any substance is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking or vaping on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking or vaping on the premises, TENANT will be fully responsible for eradication of smoke related or vaping related odors and repair of any damage due to the smoking or vaping. TENANT agrees that smoke related or vaping related damages will in no way be considered ordinary wear and tear.

14. RISK OF LOSS

All TENANTS' personal property in and on the premises including but not limited to vehicles shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, trees and branches, flood, rain or wind damage, electrical surges, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food, medication, and all other items in the event of a refrigerator or freezer failure, defect, or electrical failure.

TENANT is strongly urged to secure insurance for personal property.

15. DEFAULT

(1) Failure of TENANT to pay rent or any additional rent(s) when due, or (2) TENANT'S or guest(s) violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT or guest to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of

this lease nor a surrender of the leasehold estate. If TENANT breaches this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S or guest(s) actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, or utility provider, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent. In the event of TENANT default, LANDLORD may, but is not required to, enter the premises and engage vendors to perform maintenance or other work necessary to maintain, preserve the property, prevent waste, or avoid violations. Such action is for LANDLORD'S protection only and shall not cure any TENANT default, waive any remedy, or bar any pending or future eviction or claims. Alternatively, LANDLORD may elect, by written notice to TENANT, to cure the default and engage professional services to perform the affected obligation for the remainder of the lease term. All costs under either provision are charged to TENANT as additional rent, due upon demand.

TENANT shall be responsible for a \$35.00 posting charge as additional rent for any notice related to TENANT'S default under the lease terms, including but not limited to three-day notices to pay rent and seven-day notices of noncompliance.

16. ATTORNEY'S FEES

The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

17. UTILITIES

LANDLORD is responsible for providing the following utilities only: **NONE**. The TENANT agrees to pay all charges and deposits for **all** other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT'S name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the LANDLORD, municipality or county decides to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. TENANT is responsible for all costs associated with the installation, maintenance, and/or removal if required by LANDLORD, of any communications or entertainment services and related equipment or infrastructure, including but not limited to phone, internet, and/or cable wiring, lines, jacks, outlets, hardware, and/or devices, if TENANT elects to use such services.

18. VEHICLES

Vehicle(s) must be currently licensed, owned by TENANT, registered, operational, free of fluid leaks and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo/homeowner association's rules, if applicable. Unless explicitly listed as an allowed item, no trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises

without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT shall not use or install any portable or permanent electric or hybrid vehicle charger in or on the premises without the prior written permission of OWNER and an EV Vehicle Addendum signed by all parties. TENANT agrees that only the following vehicles will be parked on the premises: **2026 White Sample Car.**

19. MAINTENANCE/INSPECTION

TENANT agrees that LANDLORD has made the property available for inspection and accepts the property in "AS-IS" condition. LANDLORD makes no representations or warranties regarding the condition of the property beyond LANDLORD'S obligations under Section 83, Florida Statutes. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. TENANT agrees to use the air-conditioning system, if provided, at all times in a reasonable manner and temperature to prevent the growth of mold and mildew and use the heating system in moderation. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT is responsible for the expense of any service calls requested by or due to the TENANT deemed to be unwarranted or unnecessary by the service technician or vendor, or, if the service technician deems the service call need is due to the TENANT'S misuse, negligence or intentional acts, or, if the service technician is unable to gain access due to TENANT'S actions or inactions, even if the other terms of this lease would ordinarily make the LANDLORD responsible for such a service call and/or repair charge. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C Filters, Refrigerator Filters, Locks/Keys, Light Bulbs, Smoke Alarm Batteries, Interior Extermination, Water Conditioner, Washer, Dryer, Lawn/Shrubs.** Unless otherwise stated in the lease, LANDLORD shall not be responsible for any exterior extermination. TENANT shall be responsible for the cost of bedbug extermination, which shall be treated as additional rent. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. Unauthorized repairs or other work or services conducted by or through TENANT on the premises will constitute a default under this lease, and TENANT will not be compensated by LANDLORD for any unauthorized repairs or other work or services conducted on the premises by or through TENANT. TENANT agrees that they shall immediately test each smoke detector and shall maintain same. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. LED strip lighting, any other lighting and electrical wiring cannot be installed in any manner on the walls or any other surface of the property. In the event the refrigerator has a water filter, TENANT shall be responsible for purchasing and changing the water filter, as needed. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT, at TENANT'S expense, is responsible for all clogged drains, garbage disposal and plumbing backups attributable to TENANT, including but not limited to any plumbing issues resulting from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper. Examples of items that should not be flushed down the toilet(s) or sent down other plumbing drains, include, but are not limited to, wipes, "flushable" wipes, sanitary napkins, feminine products, diapers, refuse, dental floss, grease, coffee grounds, or paper towels.

TENANT agrees to place protective felt pads under all furniture that rests on hardwood, tile, vinyl, and/or laminate floors. Felt pads must be installed before placing furniture on the floors and must be maintained at all times during the tenancy. TENANT shall purchase and install the felt pads at TENANT'S sole expense.

If service technician cannot gain access after prior notice of entry, TENANT will be responsible for service charge of \$50.00, as additional rent.

In addition to any other items listed for TENANT'S convenience, to the extent the property has a refrigerator, washer and/or dryer; these items are also for TENANT'S convenience only and are not warranted for maintenance, repair or replacement. TENANT has the option to repair or replace and must ask LANDLORD for permission to remove any provided convenience items if repair not acceptable.

LANDLORD, at LANDLORD'S expense, is responsible for major repairs and any repairs pertaining to the appliances, heat, AC, electrical, major plumbing, dryer vent cleaning, tree trimming, fertilization of lawn for any fungus or lawn pests and any pressure washing, at LANDLORD'S discretion.

TENANT acknowledges all repair requests may be emailed to: info@365realtygroup.com, and the direct number to the repairs department is (941) 500-4511.

TENANT is not authorized to make repairs not specifically designated to TENANT under the rental agreement or for which subsequent written approval is not obtained from LANDLORD, and TENANT will not be reimbursed for unauthorized repairs.

LANDLORD will not repair or replace any existing shower heads. TENANT is authorized to replace any existing shower heads at TENANT'S expense and will be required to restore any original shower heads upon moving out.

LANDLORD will be responsible for the expense of pressure washing any part of the premises if not due to TENANT'S misuse, but whether or not TENANT'S misuse is involved, TENANT will be responsible for any water utility service charge related to the pressure washing.

TENANT agrees to replace the air conditioning/HVAC system filter(s) at least once every three months at TENANT'S sole expense. Filters must be of the correct size and specifications for the unit. TENANT acknowledges that failure to maintain clean filters is a material violation of this lease and may cause damage, including but not limited to system freezing, water leakage, motor failure, or inefficiency. Furthermore, TENANT shall be liable for all costs associated with service calls, repairs, system failure, or property damage if a licensed HVAC professional determines that such damage or malfunction was caused or exacerbated by TENANT'S failure to replace filters as required.

20. LANDSCAPING

If any portion of the property contains lawn or landscaping for the exclusive use and enjoyment of the TENANT then TENANT shall maintain the property's lawn and landscaping by keeping the lawn and landscaping in its "AS IS" condition upon the commencement of the lease term through the use of sufficient and appropriate landscaping practices. TENANT shall immediately notify LANDLORD of any degrading of the condition of the lawn or landscaping or defects in the irrigation system, if present. If an irrigation system is present, TENANT agrees to allow the system to run as set by LANDLORD. Otherwise, TENANT agrees to water lawn in accordance with City/County regulations to the extent required to keep the landscaping adequately watered. In the event TENANT is not in accordance with City/County water restrictions and a fine is imposed, TENANT, at TENANT'S expense, is responsible for payment of said fine(s). In the event the TENANT fails to properly maintain the lawn, LANDLORD reserves the right in addition to any other right under this lease or law, at its sole discretion, to hire a professional landscaping company to maintain the lawn and all costs will be billed to the TENANT as additional rent.

21. VACATING

At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys, access devices, and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT shall return all keys and access devices to LANDLORD upon vacating the property. In the event all keys and access devices are not returned upon move-out, there will be a minimum charge to TENANT, which may be claimed against the security deposit, at the prevailing market rate.

22. RENEWAL

LANDLORD or TENANT shall have 30 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required

notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 30 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

23. RIGHT OF ENTRY

LANDLORD, upon reasonable notice by telephone, hand-delivery, posting, e-mail or text message to TENANT, has the right of entry to the premises for showings, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

TENANT acknowledges that any lockout not resulting from LANDLORD'S actions or a defect in the Property shall be resolved by TENANT at TENANT'S sole expense, including all locksmith charges.

24. CONDEMNATION/DAMAGE/ACTS OF GOD/TERMINATION

If for any reason the premises or any portion of adjoining structures or amenities are condemned or determined to be in need of significant repair by any governmental authority or association, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises or any portion of adjoining structures or amenities to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. In the event of any vandalism or other intentional damage on the premises, LANDLORD is not responsible for the replacement or repair of any damaged items, including but not limited to windows, screens, doors or locks. If a watch or warning is issued for a tropical storm or hurricane, TENANT is responsible to tie down or move to the inside of the dwelling unit any items located on the exterior of the dwelling unit, including lanai areas, that may become projectiles. TENANT will be responsible for any damage caused by a failure to comply with this requirement. TENANT agrees that the issuance of a tropical storm or hurricane watch or warning is an emergency and LANDLORD shall have immediate access to the property. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT shall both install and take down same in the event there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect; LANDLORD has the right, but not the obligation, to install shutters or take other protective actions.

25. MOLD

LANDLORD reserves the right to terminate the tenancy and TENANT agrees to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT or other persons, or if it is determined by an HVAC professional or air quality specialist that TENANT is failing to use the air conditioning adequately or causing other conditions conducive to mold or mildew growth. LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 days' written notice and hold TENANT responsible for any damages caused by mold or mildew. **In the event there are professional mold or air quality test(s) ordered by LANDLORD upon the TENANT'S request despite no odor or evidence detected by LANDLORD OR AGENT and/or there is no visible evidence of mold or water intrusion causing mold and/or continuing to cause mold, TENANT agrees to pay LANDLORD on demand the full cost of the test(s), which shall be treated as additional rent, if the test(s) results do not show mold or air quality levels requiring remediation based on professional industry standards. LANDLORD shall use its sole discretion whether to order professional mold or air quality testing and LANDLORD has no obligation to pay for TENANT ordered testing.**

26. WAIVERS

The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

27. INDEMNIFICATION

TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, or TENANT'S agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, or TENANT'S agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

28. DISPUTES AND LITIGATION

In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

29. INTEGRATION

This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

30. MODIFICATIONS

No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

31. SUBORDINATION

This lease is subordinate or superior to any existing or future mortgages, liens or other security instruments, at LANDLORD'S option. If any third-party takes title to the property, TENANT agrees to attorn and fully recognize the new title holder as LANDLORD. Subordination, superiority and attornment is self-operative and does not require any further act by TENANT, but TENANT shall immediately execute any documents requested by LANDLORD to confirm such subordination, superiority or attornment.

32. RADON GAS

State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

33. ABANDONED PROPERTY

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.

34. ADDITIONAL STIPULATIONS

If any of the following additional stipulations conflict with any other terms of this lease, the additional stipulation shall control.

Signatures

TENANT(S):

Sample Tenant

Date: _____

LANDLORD:

Agent for Owner

Date: _____

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, PLLC 1 800 253 8428
Reference # 2026-4423927

Sample