

Main Street Real Estate Group

626 E. Park Avenue • Tallahassee, FL 32301
(850) 224-7368



1. OVERVIEW

1.1 PARTIES AND OCCUPANTS

THIS LEASE AGREEMENT ("Agreement") made and entered into <<Lease Creation Date>>(the "Effective Date") by and between Main Street Real Estate Group, as the authorized leasing and management agent of <<Owner Name(s)>>("Landlord"), which owns that certain real property being, lying and situated in Leon County, Florida, and having a street address of <<Unit Address>> Bedroom Selection- If Needed("The Premises") and the undersigned individuals below collectively the ("Tenant(s)") <<Tenants (Financially Responsible)>>, and the ("Guarantor/Co-signer(s)") <<Co-Signer(s)>>

I, Security Deposit Holder, have paid the sum of \$ <<Security Deposit Charges>> , as a security/damage deposit to be held by Lessor until the termination of this agreement, which begins <<Lease Start Date>> at Lease Start Time and ends <<Lease End Date>> at 12:00 PM.

1.2 RENTS

Rent is due in advance on the **FIRST DAY** of the month. Rent must be paid each month with one form of payment. Separate payments will not be accepted. We do not accept paper payments. Rental payments must be made online through the tenant portal. If rent is paid via any method other than the tenant portal, a \$100 processing fee will be charged. If rent is received after the third day of the month a basic late fee of \$50.00 will be charged plus \$5.00 per day starting on the fourth day and continuing until the rent is paid in full. A charge of \$50 will be assessed upon preparation of a 3-day notice to pay rent. Any and all fees accrued will then be considered rent. **Late fees, 3-day notice fees and NSF fees will not be waived for any reason. Payments made online through the tenant portal (through third-party payment processor) are subject to processing fees, these fees are disclosed upon making payment, and are subject to change at any time.**

Main Street Real Estate Group
626 E. Park Ave.
Tallahassee, FL. 32301
(850) 224-7368 Phone
www.tallahasseelegerentals.com
info@mainstrealestategroup.com

1.3 MONTHLY CHARGES

All charges/items listed below are to be considered **TOTAL MONTHLY RENT**:

<<Monthly Charges>>

Tenant's payment of the total monthly rent is to be submitted in equal installments. The first payment must be submitted on or before the first day of the month that the lease agreement starts and the remaining payments must be paid by tenant on or before the first day of each month or within the grace period as outlined above. Tenant(s) understand that First month's rent is NOT pro-rated and that the full month of rent is due, no matter what the move-in date is. (Unless otherwise agreed to by Lessor in writing). Last month's rent will not be pro-rated and shall be paid in full regardless of move-out date. Security deposit can not be used as last month's rent. Any and all monthly charges and additional fees are considered rent.

1.4 ADDITIONAL CHARGES (IF APPLICABLE)

One time separate lease fee, in the amount of:

Separate Lease Fee

One time renewal fee, in the amount of:

Renewal Fee

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. GENERAL PROVISIONS

2.1 PROPERTY ACCESS

Tenant must formally obtain property access from the management office. Tenant is subject to a fee up to \$500.00 if property access is obtained outside of the management office.

2.2 TERMS AND CONDITIONS

1. If tenant is locked out of the property the tenant must contact Main Street Real Estate Group. Tenant may also obtain another key from Main Street Real Estate Group for a \$100.00 fee. (Keys are ONLY provided for properties that receive physical keys at the beginning of their lease term. We do not provide keys for units with coded deadbolts.) In the event that the tenant wishes to change their door code they must contact Main Street Real Estate Group and pay a \$100 fee. Main Street Real Estate Group is NOT responsible for bedroom keys unless bedroom keys were issued to the tenant upon move in. Not all units come with bedroom keys. Any locksmith fees or service calls to allow access for lock-outs will be billed back to the tenant.

2. If any notice has to be served or posted due to tenant violation of lease agreement or non-payment, a collection fee of \$50.00 will be charged.

3. A service fee of \$100.00 or 5% of the payment (whichever is greater) will be charged for any dishonored or rejected check or online payment. All future payments shall be made by cashier's check or money order.

4. All tenants are required to have limit of liability for lessee's legal liability insurance while they occupy any dwelling owned and/or operated by Main Street Real Estate Group. An active policy must be submitted prior to the start of the lease agreement outlining tenant coverage at the leased address through the duration of the lease term.

5. The tenant hereby accepts the premises in its present condition except as otherwise hereinafter specified. If a claim sheet is provided upon move in, it must be returned to Main Street Real Estate Group within 24 hours. Lessee understands and acknowledges that if Lessee's rent is not paid by the third of the month then Lessor has the right to begin the eviction process. By signing this lease, Lessee agrees to pay any costs that Lessor may incur to evict them from the property they rent from Lessor. Lessee understands all parties listed on this Lease agreement will be held jointly and severally liable.

6. The property will be used for residential purposes only by the above-named individuals. If this property is found to be used for purposes other than residential, the tenant is subject to a fine up to \$500.00.

No other person shall occupy the premises without the express written consent of the Lessor. Resident is not allowed to occupy, use or allow any other person to occupy or use any other bedroom within the premises. The monthly rental amount will be assessed to Tenant if Landlord deems that an additional bedroom is occupied or used. This fee will not be prorated.

Lessee is not permitted to have more than 12 individuals in or on the property at one time.

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2.3 SECURITY DEPOSIT

7. TENANT agrees to pay LANDLORD the sum of \$<<Security Deposit Charges>> as a security for faithful performance by TENANT of all terms, covenants and conditions of this lease. Payment of Security Deposit is due within 5 days of lease signing. The 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 any 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. Failing to vacate the premises the time and date designated on the lease agreement will result in forfeiture of the entire security deposit. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest-bearing account with TC Federal Bank located at 2915-501 Kerry Forest Parkway, Tallahassee, FL 32309. Florida statutory law 83.49(3) provides:

(a) Upon the vacating of the premises for the termination of the lease, if the landlord does not intend to impose claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the LANDLORD shall have 30 days to give the TENANT written notice by certified mail to the TENANT 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 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 from the time you receive this notice or I will be authorized to deduct my claim from your security deposit.

(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 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 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.

(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.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in the names of the Security deposit holder in one check, and, may not be picked up in person from Landlord. Should the deposit disposition or check not be received by the tenant once mailed, and they wish to have their check re-issued, Tenant is responsible for paying the stop-payment fee as disclosed and directed by Management prior to a check being re-issued.

(e) One-time cleaning fee will be charged (this does not include removal of left behind items, damages, or steam cleaning of any kind) of \$150.00 for one bedroom, \$300.00 for two bedrooms, \$450.00 for three bedrooms, \$600.00 for four bedrooms, \$750.00 for five bedrooms and \$900.00 for six bedrooms. If the cleaning service is above these amounts due to the way the tenants have left the unit, they will be charged the difference. Tenants will also be charged for utilities if any work needs to be done to unit once they have vacated. The deposit will be returned to the security deposit holder listed above within 30 days as provided for in Chapter 83, Florida Statutes. The deposit may not be used in lieu of a rental payment at any time. THE DEPOSIT WILL BE FORFEITED AS LIQUIDATED DAMAGES

(AT OPTION OF OWNER) IF THE MOVE OUT/SURRENDER OF PROPERTY FORM IS NOT RETURNED UPON MOVE OUT (OR AS OTHERWISE DIRECTED).

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2.4 ADDITIONAL

8. If all keys, garage remotes and or gate access cards are not returned to Main Street Real Estate Group upon your departure there will be a \$100.00 fee per key not returned. Key returns are not expected for properties with coded deadbolts with the exception of MAIL and/or STORAGE keys.

9. Animal Policy: A non-refundable animal fee of \$500.00 per animal will be paid for each animal kept on the premises in addition to a \$25.00 monthly animal rent. Written permission of the Lessor must be obtained prior to keeping any animal even if the animal is just visiting temporarily. Any damages caused by the animal are NOT covered under the animal fee and Lessee will be responsible. If tenant does not have written permission to have an animal on the premises and does so anyway, tenant will owe a \$700.00 nonrefundable lease violation fee due immediately.

In the event that an animal or evidence of an animal is discovered in a unit that is on separate leases- Lessor will split the illegal animal fee between all tenants and apply it to their ledger. Emails will be sent to all tenants in which they must respond within 24 hours to specify which tenant claims ownership of the animal. Once the animal is claimed, the fee will then be removed from the roommates' ledgers and the full \$700 fee will be due from the claimant of the animal. If no response is received, all tenants will be liable for their portion of the fee that was posted to their ledger.

In the event that an animal is to be added after the initial signing of the lease, an addendum must be signed by all tenants in the unit, even if on separate leases, agreeing to living with the animal. All tenants must sign an addendum, otherwise the animal will not be approved by Main Street Real Estate Group.

The following breeds of dogs are not permitted: German Shepherd, Akita, Doberman Pinscher, Rottweiler, Wolf Hybrid, American Staffordshire Terrier or any dog known as Pit Bull. The following animals are not permitted: birds, hamsters, gerbils, snakes, frogs, spiders, ferrets or other exotic animals. This restricted list is subject to change without notice.

Tenant agrees to provide an animal liability insurance policy for the specified animal showing coverage at the leased address through the entirety of the lease agreement.

10. Upon moving from the said property ALL tenants must provide an accurate forwarding address in writing to Main Street Real Estate Group within 48 hrs. of the expiration of this lease agreement.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. REPAIRS AND MAINTENANCE

3.1 OVERVIEW

1. The property named above is accepted by the Lessee in good condition. Lessee acknowledges that at the start of the lease agreement, the premises is free of mold and mold related conditions. In the event mold, water leaks or water damage is discovered, Lessee must notify landlord immediately by submitting a maintenance request online via the tenant portal. Tenant agrees if a problem is found to give landlord a minimum of 30 calendar days to remedy.

Any damages to the property being leased must be reported to the Lessor online through the tenant portal within seven days of taking possession of the property. The Lessee further agrees to allow no damages to occur to the property. All problems/repairs must be reported to Main Street Real Estate Group in writing via the online tenant portal.

Reported damages which are the result of ordinary wear and tear will be repaired by Main Street Real Estate Group. Damages which are the result of the negligence of the Lessee or the Lessee's guests, licensee's or invitees will be repaired by Main Street Real Estate Group, but will be billed to the Lessee and must be paid by the Lessee immediately. Examples of repairs which are not the result of ordinary wear and tear and which will be the responsibility of the Lessee are: air conditioning repairs caused by not changing air conditioning filters monthly, sewer blockages (other than roots in the sewer line), broken glass (regardless of cause), frozen pipes, broken or missing screens and/or any

other damage which is caused by the actions or the inactions of the Lessee.

In the event that during tenancy, the Lessor, vendor, or inspector, finds the property in need of extensive repair which cannot be carried out or completed while the property is occupied, Lessor reserves the right to terminate the lease agreement with written notice to the tenant. Examples of this including but not limited to structural repairs, flooring repair or replacement, etc.

If the property includes a refrigerator with a water line and/or ice maker, and said items are found to not be functional, the refrigerator will not be replaced as long as the unit is otherwise functional. Main Street Real Estate Group is NOT responsible for changing water filters in refrigerators. Tenant will do this at their expense.

2. The Lessor or his agents may enter the premises at any time to make emergency repairs or during normal daylight hours to inspect, repair, or maintain the property, or to show the premises to prospective tenants, or buyers, or other agents deemed appropriate by Lessor. Lessor will give Lessee at least 24 hours' notice to entering property unless it is deemed an emergency then Lessor is authorized to enter at any time. Phone calls, texts or e-mailed messages are considered notice. Lessor is not responsible for Lessee not checking messages. Lessee acknowledges that Lessor will be conducting quarterly inspections of the property.

3. We or some vendor may not call before entering your home. Your request to submit a maintenance request/ticket is giving us/ vendors permission to enter your home. Please do not submit your request/ticket unless you are ready for your home to be serviced. We utilize third party vendors. Tenants submission of a maintenance request serves as authorization for release of contact info to a third party vendor to contact for scheduling of repairs/maintenance.

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3.2 ADDITIONAL

4. The Lessor is not responsible for loss or damages to the Lessee's property resulting from theft, burglary, fire, storm damage, or electrical failure regardless of the cause.

5. By signing this lease you are authorizing Main Street Real Estate Group to use your contact information to send communications by phone, text, email and other means, including monthly text messages to your given mobile number, from which you may opt-out anytime. Resident(s) expressly consent and agree that Landlord, Property Manager, and their agents or service providers may contact Resident(s) at any telephone number provided, including cellular numbers, using any method, including but not limited to calls, text messages, prerecorded or artificial voice messages, and/or automated dialing systems, for purposes related to the lease, the property, Resident's account, delinquency, and collections. Resident(s) understand that standard message and data rates may apply and that consent is not a condition of tenancy.

6. Main Street Real Estate Group requests that all tenants check the smoke detectors once a month. Any smoke detector found not functioning properly should be reported immediately to Main Street Real Estate Group. Lessee is financially responsible for the replacement of batteries as needed. Lessee understands that it is their responsibility to buy, monitor and update their own fire extinguisher.

7. Resident shall be responsible for all window/screen repair or replacement during term of lease. Lessee will not be responsible for any damages to the windows, screens, or French doors that are weather related.

8. Balconies/Patios, where furnished, shall be kept neat and clean at all times.

9. If the above-mentioned property possesses a fireplace, it is to be used as a decorative feature only. Lessor is not responsible for the cleaning, maintaining or repairs of said fireplace.

10. All maintenance issues must be reported in writing through the tenant portal on the Main Street Real Estate Group website. If you submit a maintenance request and a professional deems the request to be in working order with no functionality issues, the lessee will be charged a minimum service charge of \$50.00. Any messages sent to the Emergency service that are not considered an emergency will be fined \$50.00. Any damage deemed responsibility of tenant negligence, misuse, or foul-play may be charged back at owner's or management's discretion.

11. The property must be maintained by the Lessee in a clean, orderly, and law-abiding manner. If there are issues regarding the cleanliness and upkeep of the property, Main Street Real Estate Group will contact the property with a time-frame to bring the unit into a presentable condition; any issues thereafter will not receive notification and any monetary measures taken to address the issue will be billed to the tenant(s) accordingly.

Tenant is responsible for mowing the lawn on a monthly basis **unless otherwise agreed to in writing**. If a City of Tallahassee violation notice is issued tenant will be charged \$100.00. Air conditioning filters must be replaced on a monthly basis by Lessee unless otherwise agreed in writing. If it is discovered that the Lessee is not changing the air filters on a monthly basis then the Lessee agrees to pay a minimum HVAC charge of **\$350.00** which is due to Lessor immediately. If lawn maintenance is not provided by the landlord in included items on the lease, it is the responsibility of the tenant.

12. All of the appliances, HVAC, hot water heater, etc. will be used solely for their intended purpose only. Any misuse of the said items may

result in eviction. Lessee will be responsible for replacing or repairing any damaged items caused by misuse.

13. Changing air filters and light bulbs is the responsibility of the tenant. Maintenance requests to change lightbulbs and air filters will be billed back to tenants. With the exception of air-filters or lightbulbs requiring access to locked closet or use of a ladder to change, tube lights, or flood lights.

14. If pest control is not included in included items on the lease, any pest control services are the responsibility of the tenant. If pest services are not included, or are needed after a tenant moves out, this will be charged and deducted from the security deposit. Please note, German Roaches, bed bugs, gnats/drain flies, wasps, & fleas are ALWAYS responsibility of the tenant and never covered by Main Street.

If pest control is included through the Resident Benefits Package- tenants are entitled to 4 Service requests per year for active infestations (warranted for 30 days). Further requests are at the expense and responsibility of the tenant. If pest control is included through the Resident Benefits Package, tenants understand that all requests, follow-up, scheduling, etc. is to be done through the On-Demand Pest Control portal. Main Street is not responsible for coordination, scheduling, troubleshooting, follow-up, or communication with Pest Control Vendors.

15. The changing of batteries of any kind are responsibility of the tenant. This includes but is not limited to smoke detectors, garage keypads, coded deadbolt, electronic keypad, etc.

16. In the event of mechanical failure for any major appliances, including but not limited to stove, oven, range, washer, dryer, refrigerator, etc. does NOT qualify as an emergency. Tenants should put in a maintenance request through the tenant portal and wait for a vendor to contact them to schedule for repair/diagnostic. For fridges, the timeline for fixing/replacement is not definite. Renters insurance should cover the cost of perishable food, if applicable.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. GENERAL CLAUSES

4.1 UTILITIES

1. Lessee is responsible for maintaining the utilities, including garbage (if applicable), throughout the entire length of the tenancy. Lessee is also responsible for the payment of all utilities unless otherwise stated. If tenant allows utilities to be turned off at any time during the term of the lease landlord/property manager reserves the right to charge a \$350.00 administrative fee plus the cost of the utility bill.

This lease agreement includes a \$5.00 Green Service Fee for each month. This fee helps the property become more eco-friendly, energy efficient and to lower the monthly utility usage at the property by utilizing energy efficient parts for repair. This fee is not optional and will be charged each month to the tenant.

In units on separate leases, utilities are to be discussed, agreed upon, set up and paid for amongst the tenants. Main Street Real Estate Group does not get involved in any tenant dispute regarding utilities nor facilitate any communications or agreements between tenants regarding utilities.

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4.2 AUTHORITY TO SIGN

2. Any Lessee signing this agreement for any other named Lessee's warrants that he or she has the authority to sign for such Lessee's.

3. The Lessee has read this agreement and has not relied upon any oral representations or warranties, expressed or implied, by the Lessor in leasing this premises.

Any tenant information will be provided only to Lessee and the guarantor on file.

4.3 WRITTEN NOTICE REQUIRED

4. RENEWAL: You have no right to renew this lease. We may, at our option, offer you a window of opportunity to renew. Renewal rates are subject to change.

5. Lessor may terminate this lease with a 60 day written notice to tenant.

4.4 PROHIBITED ACTIONS

6. Lessee may not change locks. If a lock change becomes necessary, tenant is to notify Main Street Real Estate Group. A minimum fee of \$100.00 will be charged for changing each lock.

7. Lessee shall not make or allow to be made, any alterations to the property without having first obtained the written consent of the Lessor, which consent may be given or withheld at Lessor's sole discretion.

8. Lessee agrees that contract will not be terminated at any time during the aforementioned leasing term without the express written consent of Lessor. Lessee shall not abandon the premises nor shall he assign this lease or sublet the premises or any interest therein without the written consent of the Lessor.

Tenant and Landlord agree that the Tenant is indebted to the Landlord for the full period of the rental term, being a total sum of \$ Total amount of rent x12, payable in monthly installments of \$<<Monthly Rent>>

In the event that the Tenant breaks this Lease prior to the expiration date specified herein, or defaults in the payment of rent after receiving a three (3) day notice, the Landlord may immediately demand payment of the full balance of the total sum of yearly rent in one lump sum payment.

Re-assignment, subletting, or transfer of this Lease is strictly prohibited. Tenant shall not assign this Lease or allow another occupant to assume the Lease obligations under any circumstances, without prior written consent. If Tenant desires to terminate occupancy after move-in and prior to the Lease end date, Tenant remains fully responsible for the entire twelve (12) month rental amount as outlined above. There are no exceptions to this policy.

The following applies to leases beginning in July and August Only: If Tenant desires to terminate lease prior to move-in date, the only option is Re-assignment. If tenant wishes to re-assign, they must notify Main Street Real Estate Group in writing prior to April 1st, with a new tenant having applied, been approved, signed lease and paid security deposit prior to May 1. Tenant is responsible for finding their replacement and understands process is not complete until all steps below have been completed.

Re-assignment process as follows:

- Tenant informs Main Street in writing of their intent to re-assign.
- Tenant secures new applicant and directs them to apply through Main Street.
- Applicant applies, and if approved, signs lease and pays deposit.
- Tenant pays re-assignment/cancellation fee. (\$2,500)
- Main Street sends cancellation agreement acknowledging payment and forfeiture of security deposit.
- Once signed, process is complete.

Cost to Re-assign (re-assignment/cancellation fee) is \$2,500 in addition to forfeiture of security deposit.

Please be advised that staff does NOT process re-assignments or acknowledge re-assignment requests made after April 1st - August 31st, under any circumstances. Tenants should be 100% sure of their commitment to liability through their entire lease dates, prior to signing this lease. Tenants understands they are responsible for finding an approved applicant (by Main Street requirements), completing full process, signing paperwork, submitting payment, communicating in writing etc.

9. Absolutely no smoking inside the unit. If the lessee violates this lease by smoking in the unit, Main Street Real Estate Group retains the right to use their security deposit as a non-refundable smoking fee and another security deposit will be due immediately. If lessee does not hold a security deposit, a \$500.00 fee will be due to Main Street Real Estate Group immediately

10. Lessee shall not keep or have on the leased premises any article or thing of dangerous, flammable, explosive character that might increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

11. The tenant agrees not to violate any of the ordinances of the City of Tallahassee, or laws of the State of Florida or of the United States of America, or permit the premises to be used for any unlawful or immoral purposes whatsoever, not for any purpose that will injure the reputation of said premises or the neighborhood.

12. Inoperable, damaged, or non-registered vehicles are subject to immediate removal by management with no prior notice. Towing shall be at the expense of the vehicle owner.

13. If lessee, friends, family, or any other associates make hostile threats either in person, writing, via phone, email, text message or voicemail to Main Street Real Estate Group then the lessee may be fined immediately \$500 and/or may be subject to eviction or lease termination at their expense.

14. **PARKING IS RESTRICTED** to tenants with decals only (if applicable). Selling parking during FSU football games is prohibited. Tenants

are prohibited from parking in front of any dumpster, or anywhere near the dumpster that would prevent the City of Tallahassee from dumping the dumpster. Tenants may be towed at their own expense and fined up to \$250.00 per occurrence if this is violated. Parking is NOT guaranteed at any property even with the proper decal. There are no visitor tags or decals offered for any properties.

15. **ZERO TOLERANCE TRASH POLICY:** Trash is to be placed in the appropriate trash container. Any trash left at or around a unit or any garbage bags improperly disposed of in the dumpster area **will result in a fine to the tenant.** Trash is not to be left on porches, decks or balconies. Trash is not to be placed around the trash can. Management may open trash bags left outside the dumpster for identification. If at any point the property's trash can needs to be replaced or additional cans need to be ordered, Lessee is responsible for contacting the City of Tallahassee to do so. Lessor will strictly enforce this policy so please be sure to comply to avoid a fine of up to **\$300.00 per occurrence per lease signed at property.** The police will be called and violators will be prosecuted.

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4.5 ATTORNEY FEES

16. Lessee agrees that under no circumstance or for any reason will Lessee take legal action against Lessor other than mediation at Lessor's office or Lessee's attorney's office. Lessee agrees to pay Lessor's reasonable attorney's fees and costs in the event legal action is taken to enforce any provision of this agreement. If the Lessor is forced to use a collection agency to gather funds on a negligent balance, the Lessee agrees to pay any fees that would incur. Lessee agrees to pay any eviction costs that were spent by Lessor to enforce this lease. In the event Lessor and Lessee(s) are unable to resolve their differences at mediation, each party will be free to pursue all available remedies at law or equity. In any such action the prevailing party shall be entitled to recover their costs and attorney fees, including those incurred on appeal. Any Legal fees accrued are charged back to Lessee on their tenant ledger as received by Lessor's attorney and are compounded and deemed payable with rent immediately or with the following month's rent.

17. If Lessor has to use a process server during any duration of this lease, the lessee assumes full responsibility to pay a minimum service charge of \$50.00 per service call to Main Street Real Estate Group. This amount will be added to the tenant ledger for tenant payment immediately. If Lessor has to post a paper notice or 3 day notice due to tenant non-payment, during any duration of this lease, the lessee assumes full responsibility to pay a minimum \$50 3 day notice fee to Main Street Real Estate Group. This amount will be added to the tenant ledger for tenant payment immediately after posting and is due as rent.

4.6 HOLDOVER BY LESSEE

18. If Lessee remains in possession of the Property after the expiration of this Lease without Lessor's written consent, then a month-to-month tenancy shall be created, subject to all terms and conditions of this Lease except that the rent shall immediately be **double** the rate payable under this Lease (or the last agreed monthly rent), without need for further notice.

The Lessor expressly reserves the right to recover possession of the Property pursuant to applicable Florida law, and to recover as damages for holdover the amount equal to double the rent that would otherwise have been due for each month (or portion thereof) during which Lessee wrongfully remains in possession.

19. By signing this rental agreement the tenant 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 tenant's personal property.

4.7 OTHER

20. Radon is a naturally occurring gas in many parts of Florida. If you are concerned about this gas you may get testing done, or you may receive assistance from various state agencies.

21. Prior to 1978 lead paint may have been used in some of the homes owned or managed by Main Street Real Estate Group. Harm from lead paint primarily comes from ingestion of paint chips. We are not responsible for any problems related to lead paint poisoning.

22. Tenant acknowledges that Lessor is not responsible or cannot be held liable if the said dwelling that they lease from Main Street Real Estate Group gets sold, foreclosed, seized, or is in default. Lessee also acknowledges that Lessor is not responsible or cannot be held liable if Lessor and the property owner dissolve their contract or relationship as it concerns the property that Lessee resides at.

23. Other terms and conditions:

Other terms

24. Tenant acknowledges that on the very last day of their lease term that they will be completely moved out of the said property by 12:00

p.m. (noon). Tenant further understands that all of their possessions must be removed from the premises by 12:00 p.m. (noon) or Lessor will assume that Lessee has abandoned those items. Lessor will dispose of abandoned property and Lessee will be charged along with any other damages. Tenant also understands that if they are not moved-out of the property by noon on the last day of their lease Lessor may impose a \$500.00 fee or retain their entire security deposit as damages, whichever is greater.

25. Force Majeure. Lessor shall not be liable for failure of or delay in performing obligations set forth in this Agreement, and shall not be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of either party. Including but not limited to hurricanes, tornadoes, acts of god, failure of power, governmental laws or regulations, riots, or war. Should the property become damaged due to any of the above- to the extent of being deemed "uninhabitable," Lessor maintains the right to provide 24 hour notice to vacate and will return the tenant's security deposit in full upon signature of lease cancellation documents.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5. RULES AND REGULATIONS

5.1 OVERVIEW

1. In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

1.1. Parking and Towing.

- Only passenger cars may be parked on the premises. NO other vehicles (including boats, boat trailers, campers, travel trailers, equipment trailers and motor homes) may be parked on the premises without our prior written consent.
- All resident's vehicles may be required to have a parking sticker/decal permanently affixed to the lower, front, driver's side area of the windshield. Vehicles without parking stickers/decal may be towed at vehicle owner's expense. All vehicles must be currently registered, with valid license plates, and in street operating condition. No major repairs may be made to a vehicle on the premises. Should tenant's need get a new vehicle during tenancy they must reach out to management to fill out a new vehicle registration form and must transfer their current decal to the new vehicle. Additional decals can be purchased (with consent) for \$50
- No vehicles may be parked in front of dumpsters, fire hydrants, so as to block other vehicles, on the grass, on curbs or in entrances or exits. Management will fine \$500 per occurrence for any vehicles found parked in front of the dumpster and vehicle is subject to towing.
- No more than one vehicle is allowed for each adult resident without our written consent.
- If a 2-car garage exists, tenants are required to park 2 cars in the garage. The garage is not to be used for any other purpose than parking for vehicles of the tenants. If at any point during lease duration tenant(s) are found in violation of this, lessor may charge a fine of up to \$500 per occurrence.

Any violations of the foregoing rules will subject the vehicle to being towed without notice at the vehicle owner's expense. We are not liable for any damages arising as a result of towing. You agree to indemnify and hold us harmless from any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related hereto as additional rent to be paid immediately, and you acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles, and you further agree to determine in each case that they have complied with the rules. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. Lessee acknowledges that towing is also subject to discretion of the tow company and Lessor is not liable for any costs incurred for towing regardless of nature.

For Villa Saint Augustine and Casa Mia properties only:

Villa Saint Augustine units are only permitted 2 parking spots -designated carport parking - per unit. These 2 tenants pay a higher rental rate and are provided a parking decal. The remaining tenants are not authorized parking on premises.

Casa Mia units are only permitted 2 parking spots per unit - within the designated garage. The 2 tenants authorized for garage parking pay a higher rental rate and are permitted to park only in the garage, but are not provided a parking decal. The remaining tenants are not authorized parking on premises.

2. Solicitation by you or others is not allowed on the premises.

3. No awnings, or any other projections, including air conditioners, television, or radio antennas or wiring may be attached to or extended from the outside of any apartment or building except by us.

4. Locks may not be altered to new locks, knockers, other door or window attachments be installed without our prior written consent unless there is an emergency situation. If an emergency situation arises, reasonable measures should be taken by you to secure yourself and your apartment. However, any alterations must be returned to original condition as soon as the emergency situation passes at your expense, unless we specifically agree otherwise.

5. No noise, music or other sound, or conduct is permitted at any time in such manner as to disturb or annoy other persons. Any incident by Resident or their respective guests will result in a \$100.00 fine per occurrence.

6. No spikes, adhesives, screws, hooks, or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces of the unit, without our prior written consent. Small tacks and finish nails are permissible. No items may be affixed to the ceiling fixtures and especially the **sprinkler heads**. You are responsible for all damages that may result including charges from the Police and/or Fire Department should they respond to a monitored call.

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5.2 ADDITIONAL

7. No water-filled furniture, including but not limited to aquariums and waterbeds, is permitted.

8. You cannot use foil or other unsightly materials to cover the windows.

9. No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises.

10. Water may be not wasted. Washing of vehicles may be restricted to designated areas.

11. Entrances, hallways, walks, lawns may not be used for storage or for any other purpose than ingress or egress.

12. Balcony, patio, or common areas must be kept neat and clean at all times in broom-swept condition. No rugs, towels, laundry, clothing or other items should be stored, hung or draped on railings or other portions of the buildings. Barbecue grills and similar equipment shall only be used outside in the yard, or if on balconies and porches, maintain at a safe distance which shall be no less than ten (10) feet from vinyl siding, as the siding is highly sensitive to heat and the balcony railings are made of wood.

13. Parties and Gatherings. All parties and/or gatherings must be contained with the host's apartment. Guests are limited to no more than

twelve (12) per apartment (or the maximum number allowed by applicable laws, ordinances or codes). Noise levels must be maintained at a level that does not interfere with the quiet enjoyment of a neighbor.

14. Drug/Criminal Activity.

- No Resident guest or other person allowed on the premises by Resident shall engage in criminal activity, including drug-related criminal activity, on or near the premises. "Drug-related criminal activity," means, but is not limited to, the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C 802).
- No Resident guest or other person allowed on the premises by Resident shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
- Resident will not permit the apartment to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is another Resident or a guest.
- No Resident guest or other person allowed on the premises by Resident shall engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the premises. Any occurrence is subject to a \$500.00 fine.
- No Resident guest or other person allowed on the premises by Resident shall violate any ordinances of the City, or laws of the State of Florida, or the United States of America, or permit the premises to be used for any unlawful or immoral purposes whatsoever, or for any purposes that will injure the reputation of said premises of the neighborhood.
- Resident understands and agrees that a single violation of this section shall be good cause for termination of the lease and subject to a fine up to \$500.00. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

15. All articles such as lawn chairs, grills, water buckets, yard equipment or any items which may create an eyesore must be kept in an area which cannot be seen from the street.

16. No smoking is allowed inside the premises.

17. At no time can tenants ever be allowed on the roof. Violation of this will result in a \$500.00 fine and or eviction.

18. If internet is included in the lease agreement, Main Street Real Estate Group will provide the modem and log in information. If modem is disconnected at any time, tenant(s) will be charged \$250.

If internet is included in lease, **Main Street Real Estate Group provides basic internet via WiFi. Our office is NOT responsible for any power outages or any extenders, mesh systems, and/or ethernet ports. In the event that internet is not working in the unit, tenant(s) are responsible for scheduling, troubleshooting, etc. with the internet provider. Tenant(s) are not authorized to move the router or change any log-in credentials. If routers are removed from their designated spot in the unit- tenant(s) will be charged for any service costs associated with the internet provider visiting the unit. Tenants residing in units that come with equipment such as modems, routers, Eero Mesh systems, and/or any cables/cords that accompany such equipment will be charged for any missing items at move out.**

19. No Inflatables, water slides, blow ups, bounce houses, or anything of similar nature is ever allowed on the premises. Any tenants found to have or have had any of the above on the premises at any time are subject to a charge of \$5,000 minimum per day that such item is on the premises.

20. Tenants are not to dispose of feminine products, baby wipes, diapers, paper towels, hair or any such item that may cause a potential plumbing blockage in a toilet, garbage disposal or sink. Instead tenants are urged to dispose of these items in a trash can. Should a vendor find any of these items within the plumbing system or disposed of improperly, the cost of the vendor bill will be charged back to tenants on their ledger as due with the following month's rent. If any foreign objects are found inside the garbage disposal, this will be billed back to the tenants.

By initialing below, you acknowledge and agree to the terms in Section 5.

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6. INCLUDED ITEMS

6.1 APPLIANCES

Items included with the unit:

- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher

- ☐ Microwave
- ☐ Washer
- ☐ Dryer

6.2 SERVICES PROVIDED

- ☐ Yes ☐ No This unit will be professionally cleaned prior to move in
- ☐ Yes ☐ No The interior walls of the common areas will be repainted
- ☐ Yes ☐ No The interior walls of the bedrooms will be repainted
- ☐ Yes ☐ No The trim and doors will be repainted prior to move in
- ☐ Yes ☐ No Any ceilings in the unit will be repainted prior to move in
- ☐ Yes ☐ No The bathrooms and closets will be repainted prior to move in
- ☐ Yes ☐ No Any carpets in unit will professionally cleaned prior to move-in
- ☐ Yes ☐ No Any tile or grout will be professionally cleaned prior to move-in
- ☐ Yes ☐ No This unit will be treated for pests prior to move-in
- ☐ Yes ☐ No This unit will have new blinds installed
- ☐ Yes ☐ No This unit will have new floor coverings installed
- ☐ Yes ☐ No Lawn maintenance is provided by the landlord
- Yes ☐ No Pest control is provided through the Resident Benefits Package

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Initial Here

7. Sign and Accept

7.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed