

1. Financial Terms and Conditions

1.1 PARTIES:

This agreement is made this <<Lease Creation Date>> and is entered into by and between <<Owner Name(s)>> herein referred to as LANDLORD, <<Tenants (Financially Responsible)>>, herein known as TENANT, which shall bind each TENANT's heirs, successors, assigns, estate and appointed representatives. LANDLORD shall mean collectively the owner(s) of the property, its heirs, successors, assigns, designated agents and representatives. All signatories to this agreement are jointly and severally liable for the full performance of this agreement. Any misrepresentation made by TENANT in the lease application process will be a material breach of this agreement, and LANDLORD may terminate this agreement at its sole discretion without penalty.

1.2 TERM:

TENANT agrees to rent and the LANDLORD agrees to lease the following residential property:

<<Unit Address>>

Rent Start Date is <<Lease Start Date>>, Move-in Target Date is <<Lease Start Date>>. This lease begins on the earlier of the Rent Start Date or the Move-in Date. This lease ends on <<Lease End Date>>.

If the property is a member of a homeowner or condominium association and there is a tenant application approval process required by the association, then LANDLORD and TENANT agree that this lease agreement is contingent upon receiving approval from the association. If the association does not approve the TENANT's application then this agreement shall be void. Any application fee required by the association shall be non-refundable and paid by the TENANT.

If for any reason the LANDLORD cannot deliver possession of the property by the beginning date, and a new beginning date cannot be mutually agreed upon, this lease may be voided by LANDLORD at its sole discretion without LANDLORD being liable to TENANT for any damages arising from the delay or termination of the agreement. In such an event, the rent payable under this lease shall be abated until LANDLORD delivers possession to TENANT. Additionally, any delay in delivering possession of the property to TENANT shall not extend the term of the lease. If this agreement is voided by the LANDLORD then all deposit and prepaid monies will be returned to TENANT.

1.3 OCCUPANCY:

Only TENANTS and the following individuals shall occupy the property unless written consent of the LANDLORD is obtained: <<Other Occupant(s)>> A reasonable number of guests may occupy the property without prior written consent of the LANDLORD if the stay is limited to no more than 7 days.

1.4 RENT:

The first month's rent is due in full and shall be paid prior to occupancy in certified funds made out to Morgan Property Management. The monthly rent is <<Monthly Rent>> and is due by the 1st of each month without demand, and shall be provided to: **Morgan Property Management, 1059 Beach Blvd., Jacksonville Beach, Florida 32250**, unless otherwise requested by LANDLORD, or as set forth in paragraph 4.4 herein, at LANDLORD's sole discretion; Phone number during business hours is: **904-302-9020**; Phone number for emergencies after hours is: **904-302-9020, Ext 3**. A late fee is immediately due if payment is not received by **12:00 p.m. (noon)** on the **4th** day of each month. The late fee shall be **10%** of the monthly rent amount. All late fees will be treated as additional rent, and may be included as monies due on any Notice to Pay Rent or Deliver Possession served under this agreement. LANDLORD may refuse at its sole discretion partial rent payments and any late rent payments that do not include late fees and any other outstanding fees owed under this agreement that are treated as rent.

If TENANT's payment is returned for insufficient funds, all future payments must be made by money order or other certified funds at LANDLORD's sole discretion. A fee of **\$75.00** will be charged as additional rent for all dishonored payments. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, the payment will not be accepted, rent will be considered unpaid, late fees may be charged as applicable and LANDLORD may post a Notice to Pay Rent or Deliver Possession. The use of any uncertified funds is TENANT's acknowledgement and acceptance of the terms of this agreement relating to uncertified funds. Third party payments and cash will not be accepted for the payment of any amounts owed under this agreement.

In the event that the rent is not paid as agreed, and it becomes necessary to post a Notice to Pay Rent or Deliver Possession, TENANT agrees to pay the LANDLORD as additional rent a posting fee of \$75.00 for the service of such notice. If an attorney, collection agency or any other third party is employed by LANDLORD to collect rent or other amounts owed, even if no litigation has been filed, the TENANT agrees to pay all attorneys' fees, court costs, collection agency costs and all administrative costs incurred by the LANDLORD in connection with such action as additional rent. All payments by TENANT shall first be applied by LANDLORD to any outstanding balances including, but not

limited to, late fees, posting fees, attorneys' fees and any other amounts owed due under this agreement.

1.5 PRORATED RENT:

If TENANT moved in on a date other than the first of the month, TENANT agrees to pay the amount of <<**Prorated Rent**>> as prorated rent the second month. If there is any prorated rent due, the prorated amount shall be paid on or before the 1st day of the Second Month of this lease.

1.6 ADVANCE RENT:

TENANT agrees to pay the amount of N/A as advance rent for last month's rent, or any other month's rent, during the initial term or any renewal term.

1.7 SECURITY DEPOSIT:

TENANT agrees to pay LANDLORD the sum of <<**Security Deposit Charges**>> as a security deposit for the full performance by TENANT of all terms and conditions of this agreement upon demand by LANDLORD, but no later than the earlier of the Rent Start Date or the Move-in Target Date, unless otherwise provided for herein at Paragraph 4.3. The LANDLORD may apply the deposit against any monies owed by TENANT under this agreement at any time, or as otherwise provided for under Florida law, including, but not limited to, damages to the premises, past due rent, future rent, utilities, all costs and commissions to re-lease the property, and all attorney's fees and costs associated with TENANT's failure to fulfill any term of this agreement. If at any time the security deposit falls below the sum stated herein, TENANT shall immediately replenish the security deposit. Failure by the TENANT to replenish the security deposit is a material breach of this agreement and LANDLORD may terminate this agreement at its sole discretion. TENANT is responsible for all amounts due under the agreement or otherwise provided for under Florida law not paid for with the security deposit. The security deposit shall not be used for the payment of rent except at LANDLORD's sole discretion. The security deposit, any advance rent paid and any other amounts paid in advance will be held in a separate non-interest bearing account with **First Citizen Bank, 4300 San Pablo Road S., Jacksonville, FL 32224**.

In the event of a legal dispute concerning the security deposit or a claim upon the security deposit, TENANT agrees to hold Morgan Property Management, its employees, agents, heirs, and assigns harmless and shall look solely to the LANDLORD for any remedy or legal relief.

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.

1.8 RENT AND SECURITY DEPOSIT INCREASE:

At LANDLORD's option, the rent and/or the security deposit may be increased at any time upon the expiration of the initial term and with thirty (30) days written notice.

1.9 PETS:

TENANT shall not keep or bring on the property, or allow any guest, invitee or any other person to keep or bring on the property, any pet, whether dog, cat, bird, reptile, aquarium or otherwise for any period of time without the prior written consent of the LANDLORD pursuant to a Pet Addendum that will become a part of this agreement. Should LANDLORD determine that any pet has been kept on the property, for any period of time, without the prior written consent of the LANDLORD then a pet fee in the amount of \$250.00 shall immediately be paid by the TENANT to LANDLORD, which shall be treated as rent, and the pet shall be removed from the property upon 7 days notice from LANDLORD.

Pet Addendum is attached. Pet Add is attached Yes or No

Tenant agrees that an annual update of pet profile at www.petscreening.com is required for all residents.

1.10 TERMINATION AND RENEWAL OF LEASE:

TENANT or LANDLORD must provide **30 days'** written notice of non-renewal before the end of this agreement. Should TENANT or LANDLORD not provide the required notice and then TENANT vacates the property upon the expiration of this lease agreement then TENANT shall owe one month's additional rent, which shall be paid from the security deposit at LANDLORD's sole discretion. Otherwise,

after the expiration of the initial lease term, with no new lease being signed, this agreement will automatically renew on a month-to-month basis, with all other terms and conditions of the lease remaining in full effect, but then may be terminated at any time by LANDLORD or TENANT by giving a minimum of fifteen (15) days written notice of termination of the tenancy prior to the end of any month. If a new written lease for a specific term is not signed at the end of this lease, then with LANDLORD's consent, this lease shall revert to a month-to-month lease and monthly rent shall increase by 20% per month. If TENANT continues to occupy the property after this lease expires or after any other rental period expires or is terminated, without the continued consent of the LANDLORD, then TENANT shall be liable for double rent as a holdover tenant.

1.11 VACATING:

TENANT agrees to vacate the property peacefully and without demand on the last day of the lease term. Upon vacating the premises TENANT shall leave the property clean, and in as good of condition as received, in consideration of any repairs made during the lease, except ordinary wear and tear. Tenant agrees to deep clean the unit, including, but not limited to, doors, windows, furniture, bathrooms, kitchen appliances, window sills, blinds, baseboards, cabinetry inside and out, patios, balconies, garages, carports, and storage rooms prior to vacating. If premises are not cleaned to Landlord's satisfaction, the cost of professional cleaning will be deducted from the security deposit.

Tenant agrees to the deduction of \$10 per mailing address for the certified mail fee to cover the cost of certified mail and handling in connection with the Notice of Claim Against Security Deposit.

TENANT shall have the carpet and all flooring professionally steam cleaned at the time of vacating the Property to LANDLORD's reasonable satisfaction. TENANT shall provide the LANDLORD with a receipt for the cleaning. If TENANT fails to have the carpet and all flooring professionally steam cleaned then the TENANT acknowledges and agrees to have the LANDLORD deduct the cost of carpet and floor cleaning, along with an administration fee, from the security deposit.

If all keys, garage door openers, gate remotes, parking tags, and access cards are not returned in working order directly to the LANDLORD upon vacating the property, the cost of replacing plus an administration fee, or \$200, whichever is greater for each item and/or re-keying of property, shall be owed by TENANT. All amounts owed under this lease may be collected from the security deposit at LANDLORD's sole discretion. Collection of any amounts from the security deposit does not prohibit the LANDLORD from claiming damages in excess of the security deposit or filing a lawsuit against the TENANT to collect those damages.

If TENANT vacates the property prior to the end of the lease term, TENANT shall keep all utilities turned on and in place until the property is re-rented or the lease term ends, whichever comes first. Failure by TENANT to comply with this provision will result in all utility charges incurred being deducted from the security deposit as additional rent.

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. THE COST OR REMOVAL OF THE TENANTS PERSONAL PROPERTY WILL BE AT THE TENANT'S EXPENSE.

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

X _____
Initial Here

2. Property and Amenities

2.1 PROPERTY CONDITION:

TENANT agrees that it has thoroughly inspected the property to its satisfaction, agrees that it is in good and clean condition, with the sole exceptions being any conditions stated in writing, via MyWalkThru app within 5 days of taking possession. TENANT agrees that it accepts the entirety of the property in its "AS IS" condition with no warranties as to condition express or implied, except as otherwise expressly set forth in this agreement. TENANT accepts the source, quality, drinkability and pressure of the water to the property in its "AS IS" condition with no warranties express or implied.

2.2 APPLIANCES AND AMENITIES:

The following appliances and amenities, **if provided**, are provided in "AS IS" condition by LANDLORD as part of the leased property: **Dishwasher, Built-In Microwave, Oven, Stove, Refrigerator, Water Heater, HVAC System, Windows, Ceiling Fans, and Light Fixtures.** LANDLORD shall service, repair, and/or replace these items throughout the term of the lease as necessary, excluding those items set forth in Paragraph 2.3 below.

The following appliances and amenities, **if provided**, are provided in "AS IS" condition by LANDLORD as part of the leased property: **Garbage Disposal, Ice Maker, Ice/Water Dispenser, Jetted Tub, Hot Tub, Steam Shower, and Sauna.** LANDLORD at its sole discretion may or may not service, repair, and/or replace these items throughout the term of the lease as necessary, excluding those items set forth in Paragraph 2.3 below.

TENANT shall be liable for all damage to any appliance or amenity due to the intentional or negligent acts by the TENANT, its invitees, guests, agents, or licensees.

2.3 PROPERTY MAINTENANCE AND REPAIR:

Throughout the tenancy TENANT shall keep the premises in a clean and sanitary condition, dispose of all rubbish, garbage and waste in accordance with all applicable laws, rules, and ordinances and operate all appliances, heating, cooling, and plumbing fixtures in a reasonable manner. TENANT agrees to promptly notify LANDLORD in writing of any need for repairs to the property through the Tenant Portal at www.morganpm.com/tenant/tenant-portal/ or through the Morgan Property Management App that can be downloaded on iTunes or Google Play. In the event of a maintenance emergency, call: **904-302-9020, Ext 3.**

If provided, TENANT shall be responsible for the maintenance, replacement, and/or repair of the following items at TENANT's sole expense: **Light Bulbs, Locks and Keys, Refrigerator Water Filter, Smoke Detector Batteries, Garage Remote, Remote Batteries, Washing Machine, Dryer, Countertop Microwave, Blinds, Security System, Wood-burning Fireplace, Gas Fireplace, Wine Cooler, Free-Standing Freezer, Spare Refrigerator, Television(s), Outdoor Shower, Hot Tub, Central Vac System, Jacuzzi, Window AC, Water Filtration System, Water Softening System, Shed, and/or Retractable Awning.**

TENANT shall further be responsible for the following: **a)** TENANT shall change all heating, ventilation, and A/C (HVAC) filters once every 30 days with proper replacement filters. TENANT shall be liable for any service calls and any damage to the heating, ventilation, or A/C system as a result of TENANT's failure to timely change the filters. At any time TENANT may elect one of the following services: 1) have LANDLORD approved filters delivered to the property at \$10.00 per filter for installation by TENANT; or 2) have a LANDLORD approved vendor supply and install approved filters at \$60.00 per installation. If TENANT fails at any time to be in compliance with the timely changing of filters then LANDLORD may select one of the two aforementioned options and charge all fees to TENANT as additional rent; **b)** TENANT shall reset tripped breakers and GFI outlets.; **c)** if the property is equipped with water filtration and/or softening systems, the TENANT is solely responsible for the maintenance and cost of these systems, and for furnishing and replacing, at its own expense, all filters in any water purification system and for furnishing and replacing any salt or other requirements in a water softening system; **d)** if the property has cable service or a monitored security system, TENANT shall pay all charges including all monthly service, monitoring, servicing, repair, and any damages caused by the installation or removal of components. All security system false alarm fines imposed against the property or LANDLORD shall be paid by the TENANT as additional rent. TENANT agrees to notify LANDLORD in writing of all security system codes; **e)** TENANT shall replace and is solely responsible for all costs of broken or damaged glass, screens, flooring, wood, drywall, plaster, and locks occurring during the term of this lease agreement; **f)** TENANT shall promptly report in writing to LANDLORD any defect, damage, or breakage at the property, including but not limited to, structural components, appliances, equipment, fixtures, caulking or weather-stripping.

TENANT shall use only "septic-safe" toilet tissue. Items such as grease, coffee grounds, excess quantities of food, paper towels, disposable wipes, feminine hygiene products, condoms, dental floss, diapers, or any non-biodegradable item should never be flushed down the toilet, sink, garbage disposal, or drain. TENANT will be responsible for all repairs and service to toilets, garbage disposal, drain lines, and septic system (if applicable) due to the tenant's negligence, intentional acts, or unintentional acts.

Should TENANT desire to make any improvements or alterations to the property, which include, but are not limited to, painting, wallpapering, blind or curtain installation, security systems/cameras, satellite dish installations, basketball goal installations, or any other type of fixture installation, written authorization of the LANDLORD must be obtained by TENANT in advance of making the improvement, which shall be given at LANDLORD's sole discretion. All improvements or alterations to the property become the property of the LANDLORD at TENANT's sole expense. **TENANT acknowledges and agrees that attaching TVs to any wall in the home is not permitted. TENANT acknowledges and agrees that attaching a satellite dish to the exterior of the home is not permitted. Satellite dish installation in the yard of the property is permitted, but it must be removed at the end of the tenancy or the cost of removal will be deducted from TENANT's security deposit.**

In the event of inclement weather, TENANT agrees to use all reasonable efforts to secure both LANDLORD's and TENANT's personal property located at the property to prevent or minimize loss or damage to the property and surrounding residences. In the event of a hurricane, or other named weather events, TENANT shall provide LANDLORD immediate access to the property for the installation of storm shutters and to otherwise protect the property, at LANDLORD's sole discretion. TENANT acknowledges and agrees that LANDLORD and its agents are under no obligation to install storm shutters at the property or take other measures to protect TENANT's personal property.

If TENANT its guests, invitees, or agents damage the property in any way, the LANDLORD at its sole discretion may repair the damage, with all costs incurred being charged to the TENANT as additional rent, or require TENANT to timely repair the damage to the LANDLORD's satisfaction at TENANT's sole expense. TENANT's failure to report necessary repairs to the LANDLORD is a material breach of this agreement and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT, whether at law or in equity, and TENANT shall be liable to LANDLORD for all damages to the property. Any repairs and maintenance by LANDLORD will be done during business hours (9 am – 5 pm, Monday through Friday) unless it is a bona fide emergency. TENANT agrees to meet vendors at the property. TENANT agrees that a failure of the air conditioner does not constitute an emergency. In the event of a maintenance emergency, call: **904-302-9020, Ext 3.**

2.4 LANDSCAPE MAINTENANCE:

Who is responsible for lawn care is responsible for the maintenance of the Property's lawn and landscaping. If TENANT is responsible for maintenance, then TENANT shall maintain the Property's lawn and landscaping by keeping the lawn in its "AS IS" condition upon the commencement of the lease term through the use of sufficient landscaping practices, **to include, but not limited to, mowing, edging, weeding, mulching, debris pick-up and the care and pruning of the existing shrubbery and flower beds**.

Who is responsible for watering is responsible for watering and irrigation of the Property's lawn. If TENANT is responsible for irrigation, then TENANT shall cause for the proper watering and irrigation of the Property's lawn and landscaping in order to keep it in its "AS IS" condition, subject only to compliance with all state and local laws, and any homeowner or condominium association rules.

IN ANY EVENT, TENANT shall immediately notify LANDLORD of any degrading condition of the lawn or landscaping or defects in the irrigation system (if applicable), including, but not limited to, dying lawn or landscaping, downed tree limbs and broken sprinkler heads. If TENANT fails to report to LANDLORD any degrading conditions of the lawn or landscaping, or defects in irrigation, or otherwise fails to fulfill its obligations set forth in his paragraph, then **all costs of repair and replacement shall be TENANT's sole responsibility**, which shall be treated as rent. If TENANT fails to maintain the property's lawn and landscaping in any manner, LANDLORD reserves the right, at its sole discretion, to hire a lawn service and **all costs associated will be billed to the TENANT as additional rent**. Upon Tenant vacating the property, if the lawn and landscaping have not been maintained in the same condition as at the commencement of the lease, then TENANT agrees to have **all costs of repair and replacement deducted from the Security Deposit**.

2.5 USE OF THE PROPERTY AND AMENITIES:

TENANT agrees that the property shall be used for residential purposes only as a private dwelling and TENANT shall comply with all federal, state, county and municipal laws, ordinances, and any condominium or homeowner's association rules. Any fines or other penalties imposed against the property or property owner by any applicable government entity or association as a result of TENANT's breach of this agreement shall be the sole financial responsibility of the TENANT to pay or otherwise cure, which shall be treated as rent under this agreement. TENANT shall not interfere with or disturb the peaceful and quiet enjoyment of their neighbors to the property. TENANT shall not operate any type of business or commercial venture at the property, to include, but not limited to a child or adult day care, child or pet sitting services.

TENANT shall not access or store anything in the attic, crawlspaces or locked portions of the property without first obtaining the written consent of LANDLORD. TENANT shall never go upon or otherwise access the roof of the property for any reason. Failure by the TENANT to comply with this provision is a material breach of the lease agreement. TENANT expressly indemnifies and holds harmless the LANDLORD, property owner and their agents from any liability arising from the accessing or use of these areas despite the terms of this provision.

If the property is equipped with a fireplace that TENANT uses during the tenancy, then TENANT shall be solely responsible for any required maintenance to the fireplace during the tenancy and shall have the fireplace and chimney professionally cleaned by a licensed and bonded company at the time of vacating the Property, at the TENANT's sole expense. TENANT shall provide the LANDLORD with a receipt for the cleaning. If TENANT fails to have the fireplace/chimney professionally cleaned then the TENANT acknowledges and agrees to have the LANDLORD arrange for the professional cleaning, with the cost being deducted from TENANT's security deposit.

TENANT acknowledges and agrees that the use of any fireplace, fire pit, barbecue or any other property amenity that involves fire creates a risk of personal injury or property damage. This risk is heightened as it relates to children. TENANT agrees to accept all responsibility for that risk and agrees to take all reasonable and proper measures to ensure the safety of TENANT, its invitees, guests, agents or licensees from injury or loss. TENANT expressly indemnifies and holds harmless the LANDLORD, property owner, Morgan Property Management, their employees, agents, heirs and assigns from any liability arising from the use of any property amenity that involves fire.

2.6 SMOKE DETECTORS AND FIRE EXTINGUISHERS:

If LANDLORD provides smoke detectors and/or fire extinguishers then LANDLORD shall repair or replace at its sole expense all smoke detectors and fire extinguishers upon written notice from the TENANT of failure, defect or expiration not caused by TENANT, its guests or invitees. **TENANT shall test and inspect all smoke detectors and inspect all fire extinguishers every 30 days and agrees to immediately notify LANDLORD in writing of any failure or defect in their operation or condition.** TENANT assumes total responsibility for all risk related with the operation, failure or defect with all smoke detectors and fire extinguishers, whether or not provided by LANDLORD, regardless of the cause, to include, but not limited to: failure to regularly test all smoke detectors and fire extinguishers; failure to notify LANDLORD of any failure or defect with any smoke detectors and fire extinguishers; missing smoke detectors, batteries or fire extinguishers; and false alarms produced by the smoke detectors.

LANDLORD makes no representations, promises or warranties of any type regarding the suitability or performance of any smoke detectors or fire extinguishers and expressly disclaims all warranties of fitness for a particular purpose, warranties of habitability and all other expressed or implied warranties.

2.7 RIGHT OF ENTRY TO THE PROPERTY:

LANDLORD upon reasonable notice to TENANT by email, telephone, U.S. Mail, hand-delivery or posting, has the right of entry to the property for appraisals, inspections, sale or lease showings, installation of "for rent" or "for sale" signs, alternations, service, repairs, and all

other reasonable purposes. During any property inspection the LANDLORD reserves the right, at its sole discretion, to take photographs and video of both the interior and exterior of the property, which TENANT shall reasonably accommodate. It is the TENANT's responsibility to ensure and accommodate access to the property upon reasonable notice by the LANDLORD during all business hours (8am to 5pm) for any repairs or service at the property. If TENANT fails to provide access to the property for any noticed repair or service appointment and a charge is billed by the vendor as a result, TENANT shall immediately pay that vendor invoice, which shall be treated as additional rent. LANDLORD has immediate right of entry, without notice, in cases of emergency, and to protect person and property. LANDLORD may display signage on the property for the rental or sale of the property at any time, at its sole discretion. If TENANT fails to provide access to the property for a scheduled real estate showing of the property then TENANT shall be charged a fee of **\$50.00**, which shall be treated as additional rent. Furthermore, if TENANT fails to cooperate with real estate showings LANDLORD reserves the right to place a lockbox on the property to allow access and give the TENANT 24 hour notice of future real estate showings.

2.8 UTILITIES:

LANDLORD shall provide only the following utilities: <<Utilities Included>>

Upon the start date of the lease term TENANT shall have all utilities, except those utilities expressly provided for by LANDLORD in this lease, placed in TENANT's name and LANDLORD may at its sole discretion terminate all utilities in its name. Utilities shall include but are not limited to, electricity, water, sewer, gas, garbage pickup, recycling pickup, cable, satellite, internet, alarm monitoring. TENANT shall timely pay all deposits and charges for all utilities throughout the term of this agreement. If a condominium or homeowner's association is providing any utilities to the property and at any time during the term of this agreement terminates those utilities then TENANT shall solely be responsible to pay for all deposits and charges associated with continuing those utilities. TENANT agrees that LANDLORD does not control any applicable condominium or homeowner's associations and that the termination of any utility services by them is not a prohibited act by LANDLORD as defined by Chapter 83, Florida Statutes. Essential utilities shall include electricity, water, sewer, and garbage pickup. TENANT is responsible for having in its name and paying for all essential utilities at the property for the entirety of this agreement, except those essential utilities expressly provided for by LANDLORD in this lease.

2.9 VEHICLES:

All vehicles kept at the property by TENANT, to include, but not limited to, automobiles, motorcycles, trailers, campers, boats, recreational vehicles, four-wheelers, dirt-bikes, go-carts, and golf carts shall be street legal, properly registered, licensed, insured, and fully operational as defined by state and federal law. The following vehicles are permitted:

<<Vehicle Information>>

TENANT is prohibited from keeping any other vehicles at the property without the written consent of the LANDLORD. The parking of all vehicles at the property shall strictly abide by all state and local laws and any homeowner or condominium association rules. Parking any vehicle on the lawn or landscaping is strictly prohibited. Repairing or otherwise disassembling any vehicle at the property is prohibited. If driveways or walkways are exposed to oil leaks or other vehicle fluids then any resulting stains shall be removed at TENANT's sole expense, which shall be treated as additional rent. Unauthorized vehicles and vehicles not properly parked are subject to being towed at LANDLORD's sole discretion and at TENANT's sole expense. TENANT shall indemnify and hold harmless LANDLORD, property owner, Morgan Property Management, its employees, agents, heirs, and assigns for any damage to any vehicle towed from the property.

2.10 PEST CONTROL:

TENANT is solely responsible for the indoor and outdoor extermination and control of insects, rodents, ants, bedbugs and other pests ("pests") at the property at TENANT's sole expense during the tenancy and upon vacating the property, unless otherwise stated in paragraph 2.8 herein. TENANT acknowledges that the LANDLORD has inspected the property and the property is free of pests, including bedbugs. The TENANT shall ensure that all personal property brought onto the property is pest free. The TENANT shall notify the LANDLORD immediately of any pests and immediately commence with all necessary pest control efforts to eradicate all pests from the property, at TENANT's sole expense. In the event of any pest infestation, including bedbugs, TENANT agrees to indemnify and hold harmless LANDLORD, property owner, Morgan Property Management, its employees, agents, heirs, and assigns from any litigation or other claims of compensation, damages, rent abatement, property loss or personal injury.

LANDLORD is solely responsible for extermination and control of termites and other wood destroying organisms at the property at LANDLORD's expense. Rent shall be abated by LANDLORD for any days TENANT is asked to vacate the property by LANDLORD for the control and extermination of termites and other wood destroying organisms, but LANDLORD shall not be liable for any resulting TENANT damages.

2.11 DAMAGE TO THE PROPERTY, CONDEMNATION AND TERMINATION:

If the property is condemned by any government authority, or is damaged, destroyed or determined to be uninhabitable as a result of fire, smoke, water, wind, flood, or any other event or condition on the property, whether by accident, intentional acts, nature or acts of God, then this agreement at LANDLORD's sole discretion shall terminate upon 7 days written notice to TENANT. If the LANDLORD, at its sole discretion, determines that the TENANT must vacate the property due to any property condition that presents a safety or health threat to TENANT or other persons or to make repairs to such conditions, then this agreement shall terminate and TENANT shall vacate the property upon 7 days written notice. If this agreement is terminated under this provision, and it is determined that the TENANT is not responsible for the damages to the property and is otherwise not in default under the terms of the agreement, then TENANT shall owe no other rent

under this agreement. TENANT waives all causes of action and claims for damages of any type against the LANDLORD as a result of the termination of this agreement by LANDLORD due to condemnation, safety or health concerns, damage to the property or the need to remedy such conditions.

2.12 LOCKS AND KEYS:

TENANT shall not change, add or modify the locks to the property without the written consent of the LANDLORD. Should LANDLORD provide written consent, then 2 keys to all new or modified locks shall immediately be provided to LANDLORD. In the event TENANT loses or damages the keys, garage door openers, gate openers or access cards to the property or property amenities and cannot gain access, the minimum cost to the TENANT to have the keys, locks, garage door openers or access cards repaired or replaced, or to have LANDLORD's agent provide access is **\$150.00 each**, which shall be treated as additional rent.

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

X _____
Initial Here

3. Rights and Responsibilities

3.1 ASSIGNMENT AND SUBLETTING:

TENANT shall not sublet any portion of the property or assign this agreement. No person may be added or removed from this agreement without written consent of the LANDLORD and all other signatories to this agreement. If a person is added, LANDLORD has the right to demand additional rent, security deposits, administration fees and/or application fees per person. All persons that reside in this property shall complete the LANDLORD's application process, be approved in writing by the LANDLORD and shall sign this agreement; a violation of this provision shall be treated as a material breach by TENANT and LANDLORD shall be entitled to pursue all available remedies at its sole discretion.

3.2 LIABILITY AND INDEMNIFICATION:

TENANT will hold LANDLORD and its agents harmless and indemnify them from any liability for all damages, claims, expenses and attorneys' fees and costs that are ever claimed against LANDLORD or its agents as a result of any and all acts, omissions, negligence, liability or failure to comply with any law, rule, ordinance or regulation by the TENANT, its invitees, guests, agents or licensees. TENANT shall reimburse LANDLORD or its agent upon written notice of any damage to the property, cost of repair or service, or other loss suffered by the LANDLORD or its agent caused by the intentional or negligent acts by the TENANT, its invitees, guests, agents or licensees. TENANT will be liable for any judgment, assessment, lien or other encumbrances filed against the property as a result of any action by the TENANT or its invitees, guests, agents or licensees.

LANDLORD and its agent shall not be liable for any personal injury to TENANT its invitees, guests, agents or licensees, or loss or damage to TENANT's property, as a result of any cause, to include, but not limited to TENANT's failure to comply with the terms and conditions of this lease agreement, any breakage, leakage or defective conditions of mechanical, electrical, plumbing and/or any systems at the property, storm, rain, wind, lightning, flood, Acts of God, high water, overflowing water, freezing temperatures, fire, leaking roofs, burglary, negligence or criminal acts by any person. LANDLORD shall not be responsible for the loss of any food, prescription medication, or any other items in the event of a failure of the refrigerator or freezer due to defect or loss of electricity. LANDLORD shall not be liable for work performed by any contractor, handyman or other vendors. LANDLORD and its agents' insurance policy(s) do not cover any loss suffered by the TENANT. LANDLORD does not have any duty or obligation to the TENANT to insure the property, its amenities or contents with any specific type of insurance or for any specific amount. LANDLORD and its agents' insurance policy(s) do not cover any loss suffered by the TENANT.

The LANDLORD shall not provide, nor does the LANDLORD have any duty to provide security services for the protection of the TENANT or the TENANT's property. TENANT agrees that law enforcement is responsible for the safety of the neighborhood in which the property is located and that any additional property or personal security is the sole responsibility of the TENANT. Further, TENANT acknowledges and agrees that criminal acts occurring in the neighborhood and the criminal histories of persons residing in the neighborhood are outside the control of the LANDLORD, and do not constitute a basis to terminate or otherwise modify this lease agreement. In the event the property has amenities such as access gates or a security service to patrol or monitor the property's neighborhood, it is understood and agreed that such amenities exist exclusively for the protection of the LANDLORD's property and in no way create a duty or obligation of the LANDLORD to protect the TENANT or TENANT's property.

3.3 HOLD HARMLESS:

This property is managed by **Morgan Property Management** as the designated agent of the LANDLORD. TENANT agrees to hold **Morgan Property Management**, its employees, representatives, heirs, successors and assigns harmless and shall look solely to the LANDLORD in

the event of any litigation or claims arising out of this agreement, to include, but not limited to, personal injury, property damage, security deposit disputes and any other legal dispute. Should **Morgan Property Management** cease managing this property then TENANT agrees to look solely to the LANDLORD or its newly designated agent for all management services related to this agreement.

3.4 RENTERS INSURANCE:

The Landlord requires Tenant to obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by Morgan Property Management for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

Option 2: Buy a policy. If Tenant prefers, the Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and legal liability
- **Morgan Property Management is listed as an additional interest**
- **Morgan Property Management address is listed as:**

PO Box 660121 Dallas, TX 75266

It is Tenant's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$35 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

3.5 FAILURE TO ACT / WAIVER:

Failure of LANDLORD to exercise any powers provided by this agreement or insist on TENANT's strict compliance with all terms of this agreement shall not constitute a waiver of LANDLORD's right to demand strict compliance in the future with every term of this agreement. All remedies available to LANDLORD under this agreement are cumulative.

3.6 DEFAULT BY TENANT:

Should TENANT fail to fulfill any terms or obligations of this agreement, then TENANT shall be in default under this agreement and LANDLORD may proceed under, and reserves unto itself all remedies provided by Chap. 83, Fla. Stat. and as otherwise provided by Florida law, including, but not limited to, damages to the premises, past due rent, future rent and utilities. Upon a default TENANT shall be liable for all rents and other amounts owed under this agreement and as provided for by Florida law as they become due. TENANT is responsible for any and all amounts incurred by LANDLORD due to TENANT's default, including, but not limited to, leasing fees and costs, collection agency fees and costs and attorneys' fees and court costs. If TENANT breaches this agreement and LANDLORD has obtained a writ of possession, or TENANT has surrendered possession of the property or abandoned the property, LANDLORD may retake possession of the property for the account of the TENANT, holding TENANT liable for the difference between the rent to be paid under the agreement and what the LANDLORD is able to recover from re-leasing the property. Retaking possession of the property by LANDLORD is not a rescission of this agreement by LANDLORD and is not a surrender of the leasehold interest by TENANT.

3.7 ATTORNEYS' FEES AND COSTS:

If LANDLORD, which includes LANDLORD'S agent, hires an attorney or other professional due to TENANT'S breach of this agreement, or if litigation occurs to enforce the terms and conditions of this agreement, the non-breaching party, or in the case of litigation, the prevailing party, shall be entitled to recover from the other party reasonable attorneys' fees, court costs, and all other fees and costs incurred, which shall be treated as additional rent. Litigation shall include, but not be limited to, all proceedings brought before judicial and administrative bodies. The right to a jury trial in all litigation relating to this agreement is waived by LANDLORD and TENANT.

3.8 NOTICE:

All notices to a party to this agreement shall be in writing and served pursuant to Chapter 83, Florida Statutes unless otherwise provided for in this agreement. All notices to the TENANT shall be directed to the property address and all notices to the LANDLORD shall be directed to **Morgan Property Management, 1059 Beach Blvd., Jacksonville Beach, Florida 32250**. TENANT shall pay to LANDLORD a **\$75.00** fee, which shall be treated as rent, for all notices served as a result of TENANT's noncompliance or breach of the terms and conditions of this

agreement.

3.9 CRIMINAL CONDUCT:

TENANT, its invitees, guests, agents or licensees shall not engage in any conduct on the property or within sight of the property that constitutes a criminal act as defined by Florida Statutes, County or Municipal Codes and Ordinances, or the United States Code. Any such conduct is a material breach of the lease and sufficient cause for termination of the lease by LANDLORD without a right to cure by TENANT. Proof of a criminal act is by a preponderance of the evidence standard and does not require a criminal arrest, charge or conviction.

3.10 MOLD:

Certain types of mold in a sufficient quantity can lead to allergic reactions and other adverse health effects. Mold is a naturally occurring microscopic organism that feeds on organic matter and moisture. Mold can vary in color and appearance and is typically accompanied by a musty odor. Keeping air moisture levels low, preventing the accumulation of moisture on surfaces in the property and proper housekeeping reduces the ability for mold to grow. TENANT agrees to reasonably use the property's air-conditioning and heating systems to keep the property adequately ventilated and mitigate the moisture levels inside the property. The property's shades and blinds should be opened on a regular basis to allow sunlight into the property, but windows should only be opened in dry weather. If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, then TENANT agrees to clean the areas with soap or detergent and a small amount of water, letting the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol disinfectant, Pine Sol disinfectant, Tilex mildew remover or Clorox cleanup.

TENANT shall report in writing all the presence of mold, mildew or moisture problems to the LANDLORD immediately. If the LANDLORD, at its sole discretion, determines that the TENANT must vacate the property due to the presence of mold that presents a possible safety or health threat to TENANT or other persons, to make repairs to such conditions, or determines that TENANT is the cause of such conditions, then this agreement shall terminate and TENANT shall vacate the property upon 7 days written notice.

In the event of a legal dispute concerning mold or moisture problems, TENANT agrees to hold Morgan Property Management, its employees, agents, heirs, and assigns harmless and shall look solely to the LANDLORD for any remedy or legal relief.

3.11 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. LANDLORD and its agent make no representation to TENANT about the level of radon gas, if any, in the property.

3.12 HAZARDOUS CONDITIONS AND MATERIALS:

TENANT acknowledges that potential conditions or materials on the property may present a hazard to either person or property. LANDLORD, nor its agents, have the qualifications or expertise to identify or advise TENANT about potential conditions or materials that may present a hazard. Some potentially hazardous conditions on the property may be stairs, electrical outlets, cords for window treatments, pools, retention ponds and all other bodies of water. Some hazardous materials that may potentially be present at the property are paints and solvents, cleaning products, lawn fertilizers and pesticides, asbestos, lead based paint and "Chinese" drywall. TENANT acknowledges that it is TENANT's sole responsibility to identify any conditions or materials located on the property that present an actual hazard and to take the appropriate actions to protect the safety of all TENANTS, occupants, guests and invitees, and their property, from loss or injury. TENANT agrees to defend, indemnify and hold harmless LANDLORD and its agents, employees, representatives, heirs, successors and assigns in the event of any litigation or claims arising out of any hazardous conditions or materials on the property, to include, but not limited to, personal injury, property damage and any other loss.

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

X _____
Initial Here

4. General Provisions

4.1 SERVICEMEMBERS:

If TENANT is a servicemember, as defined by Section 250.01, Florida Statutes and on active duty or state active duty, as defined by Section 250.01, Florida Statutes, or a member of the Florida National Guard or United States Reserve Forces, TENANT has the right to terminate this Lease as provided in Section 83.682, Florida Statutes.

4.2 ENTIRE AGREEMENT:

The parties to this agreement acknowledge that no promise, inducement or agreement not stated herein has been made, and that this agreement and any addendums to it are the entire agreement between the parties. The parties acknowledge that each have read and fully understand the terms of this agreement and that they have had the opportunity to consult with the lawyer of their choice prior to signing. No modification or amendment to the agreement shall be binding on the LANDLORD unless set forth in writing and signed by the LANDLORD and every TENANT. If any provision of this agreement is found to be unenforceable then that provision shall be void, and all other terms and conditions of this agreement shall remain in effect. This agreement shall be construed under the laws of the State of Florida. Signatures to this agreement, whether electronic, transmitted by facsimile or email shall be treated as original signatures and shall bind the parties. Time is of the essence in fulfilling the terms of this agreement.

4.3 ADDITIONAL PROVISIONS:

Should any provisions set forth in this section conflict with any other provisions in this agreement, then the provision in this section shall control:

- a. All Addendums to this agreement.
- b. Trampolines, playground type equipment, above ground pools and hot tubs, bounce houses, inflatable slides or other similar types of recreational and entertainment equipment are **NOT** permitted to be brought onto the property by TENANT. Athletic equipment such as weight sets, treadmills, stair-climbers or other similar types of equipment that cause any damage to the property or interfere with insurance coverage are **NOT** permitted on the property.
- c. Smoking, Vaping and E-Cigarettes are **NOT permitted** inside the property, which includes the garages, carports and storage areas, as applicable. Smoking, Vaping and E-Cigarettes are **permitted** on the porches, patios or balconies of the property. Damage to the property related to smoking, including smoke odor, is not ordinary wear and tear and TENANT shall be held liable for all necessary repairs. If smoking is allowed at the property or occurs outside away from the property, then all cigarette butts are to be properly disposed of in a trash receptacle and never thrown onto the ground.
- d. The parties acknowledge that **Morgan Property Management** solely represents the LANDLORD as it relates to this lease. However, if LANDLORD and TENANT enter into a sales contract for the leased property then **Morgan Realty** shall act as a Transaction Broker to complete the sale of the property. TENANT acknowledges that if a sales contract is entered into between LANDLORD and TENANT during the initial term or renewal term of this lease or within 180 days after the termination of the lease, then LANDLORD shall pay to **Morgan Realty** a sales commission of **4.00%** of the gross sales price of the property.
- e. If the property is sold by the Owner to a Third-Party Buyer or the Owner and a Third-Party Buyer enter into a Contract for Sale of the property, then at the option of the Owner or the Third-Party Buyer, the lease shall terminate upon written notice and the TENANT agrees to vacate the property within **60** days of the notice.
- f. TENANT acknowledges and agrees that at no time shall TENANT insert any nails, screws, staples, hooks or other similar types of fasteners, or create any type of hole or otherwise compromise the exterior of the property building.
- g. TENANT acknowledges and agrees that TENANT shall not access or store anything in the ☐ garden shed ☐ detached garage or ☐ storage closet located on the property, as it is completely excluded from the leasing of the property.

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

X _____
Initial Here

5. Sign and Accept

5.1 PARTIES SIGNATURES

By signing my name below I affirm that I have read and understand the terms of this agreement, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this agreement.

X

Lessee

Date Signed

X

Lessor

Date Signed