

# **EWS FOUR CONDO LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee").

RECEIVED FROM \_\_\_\_\_, hereinafter referred to as Tenant, the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ dollars), as a deposit. Upon acceptance of this Agreement, the Owner of the Premise's, will apply the deposit as follows:

Rent for the period from _____ to _____	\$ _____	\$ _____
Security deposit (not applicable as last month's rent)	\$ _____	\$ _____
Pet Fee deposit (non-refundable)	\$ _____	\$ _____
Pro-rated Rent from _____ to _____	\$ _____	\$ _____
Sales Tax	\$ _____	\$ _____
Credit/Background Check Fee	\$ _____	\$ _____
Association Application	\$ _____	\$ _____
Last month's rent	\$ _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>	<b>\$ _____</b>

In the event this Agreement is not accepted by the Owner, within \_\_\_\_\_ days, the total deposit received will be refunded. Tenant offers to rent from the Owner the premises situated in the City of Clearwater, County of Pinellas, State of Florida, commonly known as Eastwood Shores Condominium No. 4. with a Unit Address for the Eastwood Shores Condominium No. 4 Unit as follows: \_\_\_\_\_, upon the following terms and conditions:

- TERM.** The term will commence on \_\_\_\_\_, and continue:

LEASE until \_\_\_\_\_, for a total rent of \$ \_\_\_\_\_ dollars).

3month       6months       9 months       12 months (check one)

Rental shall be in effect for the above term and/or until either party terminates this Agreement by giving the other party written notice as required by any and all covenants and required laws of Eastwood Shores IV, the Lessor, and the State of Florida. This lease shall terminate early, at Owner's option, upon sale of or contract for sale entered into on the premises and Tenant agrees to vacate within 60 days written notice from Owner.
- RENT.** Rent will be \$ \_\_\_\_\_, per month, payable in advance, on the \_\_\_\_\_ day of each calendar month to Owner or his or her authorized agent, by mail to the following address: \_\_\_\_\_, or at such other place as may be designated by the Owner in writing from time to time. Payment by personal delivery or direct deposit may be made the following bank account: \_\_\_\_\_. In the event rent is not received by Owner in full within \_\_\_\_\_ days after due date, and Tenant agrees to pay a late charge of \$ \_\_\_\_\_. Tenant further agrees to pay \$ \_\_\_\_\_ for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is

not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest thereon, Any unpaid balance including late charges will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less. Any acceptance of a partial payment of rent shall not be deemed a waiver of Owner's right to the full amount thereof. If Owner has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, Owner may serve Tenant with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges are not a substitution or waiver of available Florida law remedies. If rent is not received by the \_\_\_\_ day of each month, Owner may serve a Three Day Notice on the next day or any day thereafter as allowed by law. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by Tenant to Owner shall be sent to Owner's address above by certified mail.

3. PRO RATA RENT. If the term of the Agreement commences on any day other than the first day of a calendar month, Tenant shall pay to Owner or Owner's Agent upon the execution of this Agreement a prorated amount of monthly rent applicable to the period from the commencement of this Agreement until the first monthly rent payment, together with the rent for the first full month thereafter

4. ADVANCED RENT. The Tenant agrees to pay to the Owner or to the Owner's Agent upon the execution of this Agreement, in addition to the rent for the first month and any prorated rent, the sum of \$ \_\_\_\_\_ to be applied to the last month's rent under this Agreement. This advance rent may be applied by Owner to the same purposes as the security deposit if the security deposit is insufficient to cover any damages or other sums payable to Owner hereunder. In the event this Agreement is terminated prior to the expiration of the initial term, this deposit shall be non-refundable as a payment towards Owner's expense in securing a new tenant.

5. SECURITY DEPOSIT. The security deposit will secure the performance of Tenant's obligations. Tenant agrees to pay Owner or Owner's Agent upon the execution of this Agreement the sum of \$ \_\_\_\_\_ security deposit for Tenant's performance of this Agreement and for payment of any rent or other sums payable to owner here under or for any damages caused to the Premises or any other part of Owners property, or Associations common or limited common elements, by Tenant, Tenant's family, invites or guests.

6. PET FEE. In the event that Owner or Owner's Agent gives written authorization to Tenant allowing a pet in or around the Premises, Tenant agrees to pay an additional pet fee in the amount of \$ \_\_\_\_\_ upon the execution of this Agreement, which in **non-refundable**. The pet deposit does not preclude additional damage charges being made by Owner. In addition, The Eastwood Shores IV Association's Pet Addendum shall be applied for and approval required and enforced for the term of this Agreement. Pets over twenty (25) pounds are NOT allowed on the condominium property, nor is more than two pets per Unit permitted.

7. APPLICATION OF DEPOSITS. Tenant understands and agrees that the pet fee and the security deposit may not be applied by Tenant as rent or against any other amount due from Tenant to Owner, and that the monthly rent will be paid each month. Tenant further understands that these deposits do not limit Tenant's responsibility to reimburse Owner for any damages or other sums due or payable hereunder.

8. DISPOSITION OF DEPOSIT. Owner shall hold any advance rent, security and pet fee in a non-interest or interest bearing account held at \_\_\_\_\_ (bank) locate in \_\_\_\_\_ for Tenant's benefit and shall not commingle same with Owner's other funds until such a time as Owner is entitled to the deposits or any part thereof and notice of a claim against such deposits has been given to Tenant, as required by Florida law, or until such time as such advance rent is due to the Owner under this Agreement. Unless Premises are vacated or abandoned by Tenant prior to expiration of the term of this Agreement, within fifteen (15) days following the termination of this Agreement, Owner shall return the security deposit to Tenant or give the Tenant written notice, by certified mail to a forwarding address furnished by Tenant in writing or if none to the last known mailing address of Tenant, of the Owners intention to impose claim on these deposits and the reason for the claim. Unless the Tenant objects to the imposition of the Owner's claim or the amount thereof within fifteen (15) days after receipt of Owner's notice, the Owner may then deduct the amount of the claim and remit any balance of the deposits to the Tenant within thirty (30) days after the date of Landlord's initial notice, by check payable to all of the persons signing the Agreement, and mailed to the same address to which Owner's initial notice was sent.

9. RETURN OF DEPOSITS. The Owner may, at Owner's option, use all or part of the security and pet deposits for any and all damages to which the Owner may be entitled due to the breach of any of the covenants and agreements contained herein by the Tenant or for all keys, door openers and similar devices returned to Owner. If these conditions are not complied with, the cost of labor and materials for cleaning, repairs and replacement will be deducted from the deposits.

10. SALES TAX. In addition to the amounts payable hereunder, if this Agreement is for a term of six months or less, Tenant shall pay the Florida and local sales tax at the rate of \_\_\_\_\_%, upon the gross rental payment due, in the total amount of \$\_\_\_\_\_ upon execution of this Agreement.

#### 11. UTILITIES.

Tenant will be responsible for the payment of the following utilities and services.

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Owner will be responsible for the payment of the following utilities and services.

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12. USE. Tenant shall use and occupy the premises exclusively as a private residence. Tenant agrees not to use or permit the use of the premises for any other purpose including business purposes. Tenant shall report any anticipated changes in occupancy for Owner and require Condominium Association approval within (3) three days of such changes. Any changes in

occupancy shall require applications and written approval from Eastwood Shores IV Condominium Association's Board of Directors. Guest shall not reside in the unit for more than three (3) days without the consent of Owner and written notification sent to The Eastwood Shores IV Association Board of Directors approval for parking. Any guest or residents residing at the above unit without written consent of Owner and Eastwood Shores IV Association will constitute a violation of this Agreement.

Occupants:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

TENANT: Initial 1. \_\_\_\_\_ Initial 2. \_\_\_\_\_ Initial 3. \_\_\_\_\_ Initial 4. \_\_\_\_\_ Initial 5.

OWNER: Initial: \_\_\_\_\_

13. ASSOCIATION APPROVAL. Unit sales, leases or rentals require the approval of the Association. Notice shall be provided to the Board of Directors by submitting the Eastwood Shores Condominium #4 Approval and Lease form. This form is the only one acceptable to the Board and any additions or deletions to that form must be approved by the Board. All applications must be submitted **21 DAYS PRIOR TO OCCUPANCY**. Any sale/lease/rental, which has not been authorized by the Board, shall be **VOID** and the application will be automatically rejected. There will be no Approval when an Owner is in violation of the Rules and Regulations or Condo Documents, or if a prospective tenant is in violation.

14. INDEMNIFICATION. Owner and/or The Condominium Association will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner or Owner's agents or employees. Tenant agrees to hold Owner and Condominium Association harmless from any claims for damages no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees.

15. FIRE, ACT OF GOD, DAMAGES TO PREMISES. If the leased premises become totally un-tenantable after a casualty loss such as fire, smoke, hail, explosion, earthquake, flood, or other casualty, and if the casualty loss is not due to Tenant negligence or fault of the Tenant or the Tenant's family, guest, or invitees, either Tenant or Owner may terminate this Agreement at any time prior to completion of repairs by giving written notice to the other. In such event, the Tenant shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law. If the leased premises become partially un-tenantable after a casualty loss of the sort listed above, and if the casualty loss is not due to the negligence or fault of the Tenant or the Tenant's family, guest, or invitees, and if the casualty is an insured

casualty, the premises will be repaired by Owner within a reasonable time, provided that the time period for repair will not commence until insurance proceeds are received by the Owner. In such case, there will be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been un-tenantable. Notwithstanding the above, if the leased premises should be damaged to the extent that Owner shall decide not to rebuild, the term of this Agreement shall end and the rent shall be prorated up to the time of the damage.

16. FLOTATION BEDDING. In the event that Tenant uses a flotation bedding system in the Premises, provided that the flotation bedding system does not violate building codes, Owner will, as a condition of such use, require Tenant to carry in Tenant's name, and at Tenant's expense, flotation insurance, as is standard in the Industry, in an amount deemed reasonable to protect the Tenant and Owner and Condominium Association against personal injury and property damage to the Premises. In any case, the policy shall carry a loss payable clause to the Owner and Eastwood Shores IV Condominium Association, Inc.

17. FURNISHINGS. The premises shall be rented unfurnished , furnished , except for the items which Owner shall furnish as part of the unit: "AS IS CONDITION" Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear.

- a) The following checked appliances are provided with the Premises:
- b) Range Dishwasher Microwave  Refrigerator Disposal Clothes Washer DryerAir Conditioning  OTHER \_\_\_\_\_
- c) Tenant acknowledges receipt of \_\_\_\_\_set(s) of key(s)\_\_\_\_\_garage door opener(s),\_\_\_\_\_ mailbox key, \_\_\_\_\_pool key

18. AIR CONDITIONING REPAIRS: In the event of air conditioning or heating failure, upon notification of Owner by Tenant, air conditioning or heating service will be called and service or repair will be scheduled as promptly as possible. The option of immediate service during the weekends, evenings or holidays is available at the Tenant's expense for overtime charges. Tenant is required to change ac filter monthly.

19. USE OF OTHER PROPERTY. This Agreement confers no right on Tenant to use for any purpose any of the property of Owner's, other than the premises hereby leased, except the walks and roadways giving access thereto and such other areas, if any, as Owner may from time to time designate for the use of residents. When the use by Tenant of any other portion of Owner's property or common elements of the Condominium Association is permitted it shall be subject to the rules and regulations established by Owner and/or Eastwood Shores Condominium No. 4 Association, Inc.

20. ASSIGNMENT AND SUBLETTING: Tenant and/or Owner or Owners agent will not assign this Agreement or sublet any portion of the premises.

21. PHYSICAL POSSESSION: If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner and Condominium Association will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable

for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within \_\_\_\_\_ days of the commencement of the term in Item 1. In addition, there may be a maximum 21 day processing period at which time all required documents provided by the Association shall be received, reviewed and a Tenant interview given and at which time approval or non-approval will be determined by the Association's Representative. Owner or Owners Agent shall not allow access to the premises until at which time the Tenant and/or Owner or Owners agent has received a written approval document from the Associations Representative.

**22. HOLDING OVER.** Any holding over after expiration of this Agreement, with the consent of Owner and Eastwood Shores IV Condominium Association, Inc. will be given in written notice to Owner and Condominium Association and shall be subject to approval by Eastwood Shores IV Condominium Association, Inc. Consideration of Holding Over shall only be approved if Tenant is in good standing with Owner and EWS 4 Condo Association and Owner is in good standing with Association and Tenant and/or Owner has less than 3 violations for the term of this Agreement. The maximum hold over time limit is one month (30 days). Payment for the hold over period will be \$ \_\_\_\_\_ payable in advance and otherwise subject to the terms of this Agreement, as applicable, until either party terminates the tenancy by giving the other party written notice as required by law.

**23. REMEDIES OF OWNER.** In the event that any rent shall be due and unpaid or if default shall be made in any terms, covenants or conditions herein contained or if the Premises shall be abandoned or vacated, then the Owner shall have the right to re-enter and repossess the Premises, removing all occupants in accordance with Florida statutes, and upon re-entry by the Owner or default by the Tenant, Tenant shall be liable to the Owner for all damages incurred, including but not limited to reasonable attorney's fees, court costs and other costs incurred by the Owner, and shall not be relieved of any obligation to pay rent hereunder. Tenant waives the right to demand a jury trial concerning any litigation between Owner and Tenant.

**24. FAILURE OF OWNER TO ACT.** Failure of the Owner to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation.

**25. ENTRY AND INSPECTION.** Owner and owners agents will have the right to enter the premises in case of emergency to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual purchasers, lenders, tenants, workers, or contractors; when tenant has abandoned or surrendered the premises. Except entry may be made only during normal business hours, and with at least 24 hours prior written notice to Tenant including the date, approximate time, and purpose of entry.

If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the owner or his or her agent has notified the tenant in writing within 90 days of the oral notice that the property is for sale. At the time of entry, the Owner or agent shall leave written evidence of the entry inside the unit.

**26. PROPERTY LOSS AND INSURANCE.** All Tenant's personal property shall be at the

risk of the Tenant or owner thereof and Owner of the premises shall not be liable for any damage to said personal property of the Tenant arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. Tenant is strongly urged to secure insurance for personal property.

27. **MULTIPLE OCCUPANCY.** It is expressly understood that this Agreement is between the Owner, EWS 4 Condominium Association, Property Management and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.

28. **ABANDONED PROPERTY.** Any and all property of Tenant which may be left in Premises after termination of the Agreement or of Tenant's right of possession for any reason, may be handled, removed or otherwise disposed of by Owner at the risk and expense of Tenant, and Owner shall in no event be responsible for any property left in the Premises by Tenant. Tenant shall pay to Owner, upon demand, all expenses incurred in such disposition including a reasonable charge for storage, but Owner shall be under no obligation to provide storage and Tenant hereby expressly consents to removal, discard, or any other disposition of the property by the Owner.

29. **TERMINATION OF TENANCY.** The Tenant hereby acknowledges obligation to pay rent for the full term of This Agreement as stated. If the Tenant terminates lease agreement prior to the termination date stated above, the Tenant will send a certified letter 60 days prior to the termination date and all security deposits will be forfeited to the Owner. Tenant agrees that upon renewal of the Residential Contract Agreement a 90day advanced written renewal notice shall be sent to the Owner and/or Owner's Agent. Tenant and Owner and Owner's agent acknowledges conditions set forth from The Association with regard to renewal and/or hold-over of premises. Any and all Residential Agreements shall be applied for the purpose of written approval or non approval received from the Association's representative sixty days (60) prior to the renewal date of this Agreement. Tenant and Owner or Owner's Agent shall receive a written notification from Association's representative with regard to Tenant's approval or non- approval status thirty days (30) before renewal of the Residential Contract Agreement shall commence.

30. **EARLY TERMINATION OF AGREEMENT.** Tenants who are members of the U.S. Armed Forces or employees of any Organization that requires the Tenant to transfer to another location, may terminate the Agreement before the Termination date stated above, only if the following two conditions are met:

a. a copy of military orders or written documentation showing the requirements of transfer is supplied to the Owner or Owner's agent as soon as Tenant is aware of the transfer.

b. written notice is furnished to the Owner in accordance with paragraph 29 above.

31. **CONDOMINIUM RULES.** Tenant agrees that if occupancy of the Premises is subject to approval by a EWS 4 Condominium Association (hereinafter called the "Association"), as set forth. Tenant agrees to make application to such Association, at Tenant's expense, and to furnish such information as the Association may require. If the Association, in its discretion, does not approve occupancy by Tenant, then this Agreement shall be automatically cancelled and terminated and all sums paid by Tenant shall be promptly refunded except for any credit/criminal

background check or Association application fees. Tenant further agrees that occupancy of the Premises is subject to the terms and conditions set forth in the covenants, restrictions, bylaws, rules and regulations of the EWS 4 Association, Tenant shall be bound by and comply with same. Tenant agrees to pay all fines for any violation of rules and regulations attributable to Tenant, Tenant's family, invites and guests, imposed by the Association. Copies of any applicable rules and regulations of the Association will be furnished to Tenant by Owner and/or Owners agent and shall be signed by Tenant before access to premises are given and move in date has been approved by Owner and Association. Tenant agrees that upon subsequent renewal of this Agreement or any hold-over of this Agreement the Association shall make the process for renewal and/or hold-over in the same written approval process before the Agreement is accepted by Owner and Association. Tenant further acknowledges and agrees that failure to conform to any of the aforesaid, after notice of violation and reasonable opportunity to correct same, shall, at Owner's and/or Associations option be cause for cancellation and termination of this Agreement and subject Tenant to eviction proceedings.

### **32. ADDITIONAL OBLIGATIONS OF TENANT.**

- a. Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors of Premises without written permission from Owner or Owner's Agent.
- b. Tenant shall not maintain or permit non-operative vehicles on Premises. Any such non-operative vehicle may be removed by Owner or Owner's agent or Association at the expense of Tenant owning same and such. Tenant shall have no right of recourse against Owner or Association thereafter;
- c. Tenant acknowledges that a maximum of two (2) vehicles is allowed. All vehicles shall be registered with the Association.
- d. No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken to or placed in storage areas on Premises. Storage in such areas shall be at Tenant's risk and Owner shall not be responsible for any loss or damage;
- e. No nails, screws or adhesive hangers, except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises without the written consent of Owner or Owners Agent.
- f. Tenant agrees to maintain Premises in as good a state as Tenant finds it ordinary wear and tear excepted. Tenant agrees to keep Premises in a clean and sanitary condition and, if Premises contain Patio or Balcony Tenant will keep area clean and clutter free. Tenant agrees to permit no waste or injury to the lawn, trees, shrubbery, vines, and not to remove them from the premises. Tenant shall not alter or make additions to the leased premises without the written permission of Owner or Owners agent and EWS 4 Association. Tenant shall be responsible for the hiring of an extermination service to keep the leased premises free of all insects, rodents, wood-destroying organisms, bedbugs, and other creatures. Tenant will not cook with any charcoal style grill on patio or balcony and abide by the Fire Marshall's ordinances regarding outdoor cooking grills. At the expiration of this agreement or any extension, Tenant shall peaceably surrender the premises and turn in all keys and any other property owned by the Owner leaving the premises in good, clean condition, ordinary wear and tear excepted. Tenant agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge of \$125.00. In the event all keys are not returned upon move out, there will be a minimum charge of \$\_\_\_\_\_.



g. Tenant shall conduct self and require other persons on the Premises to conduct themselves in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace or a public or private nuisance and shall comply with all applicable provisions of State and local ordinances, zoning laws, housing and health codes, and any restrictions or covenants of record affecting the Premises, and with all laws relating to public morals or regulating the use of narcotic drugs or other prohibited substances;

h. Tenant agrees to all the above and has read and signed the Crime Free Addendum and the Rules & Regulations supplied by the Association and all Addenda attached.

\_\_\_\_\_ Initial

33. **DEFAULT BY TENANT.** If any default is made in the payment of rent, or any part of the rent, at the times specified, or if any default is made in the performance of the covenants or agreements contained in this Residential Lease Agreement, The Owner at its election, may exercise any one or more of the following options, to-wit:

a) Terminate Tenant's right to possession under this Agreement and re-enter and take possession of the leased premises and re-let or attempt to re-let said premises on behalf of the Tenant, at such rent and under such terms and conditions as Owner may deem best under the circumstances for the purpose of reducing Tenant's liability, and Owner shall not be deemed to have thereby accepted a surrender of the premises, and Tenant shall remain liable for all rents due under this Agreement and for all damages suffered by Owner because of Tenant's breach of any of the covenants of this Agreement. At any time during such repossession or re-letting, Owner may, by delivering written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the premises, terminate and cancel this Agreement and retake possession and occupancy of the leased premises.

b) Declare this Agreement, ended and null and void, and re-enter upon and take possession of the leased premises whereupon the term hereby granted and all right, title and interest of Tenant in the leased premises shall end. Such termination shall be without prejudice to Owner's right to collect from Tenant any rental which has accrued prior to such termination together with all damages suffered by the Owner because of Tenant's breach of any covenant under this Agreement.

c) Declare the entire remaining unpaid rent for the balance of this Agreement to be immediately due and payable forthwith and may, at once take action to recover and collect same either by distress or otherwise and if the Owner shall re-let said premises, any rents collected by the Owner as the result of said premises, shall be applied to reduce the Tenant's liability to the Owner for said accelerated rent.

d) Exercise any and all rights and privileges that the Owner may have under the laws of the State of Florida and/or the United States of America. The exercise by the Owner of any one or more of the options provided to it under this Agreement shall not affect the Owner's rights to exercise any of its other options contained in this Agreement

34. **TIME.** Time is of the essence of this Agreement

35. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between Tenant

and Owner and/or Association arising out of the execution of this Agreement, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

36. **SUBORDINATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Owner, and Tenant waive any and all rights of subordination against each other which might otherwise exist.

37. **FAIR HOUSING.** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental and physical disability.

38. **ORDINANCES AND STATUTES.** Tenant will comply with all statutes, By-laws, ordinances, and requirements of all municipal, state and federal authorities including The Eastwood Shores IV Condominium Association's Governing Documents now in force, or which may later be in force, regarding the use of the premises. Tenant will not use the premises for any unlawful purpose including but not limited to, using, storing or selling prohibited drugs, commit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor, park vehicles on lawns, or any unauthorized parking area or store cars on property. Neither car repairs nor inoperative vehicles or commercial vehicles are allowed on property. Vehicles must have current registration. All grease spots in driveways and garages or parking lot are to be cleaned up at all times. Any excessive traffic, frequent guest or visitors in or out of the dwelling is considered a violation of this lease. Complaints from neighbors, other tenants, police, city officials or anyone else about noise, late night (after 10:00 p.m.) activities or any other nuisances are considered a violation of this lease. Any such action shall and may result in the immediate termination of this Agreement as provided herein and by law. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.

39. **SEVERABILITY.** In the event that any part of this Agreement shall be construed as unenforceable, the remaining parts of this Agreement shall continue in full force and effect as though any unenforceable part or parts were not contained in this Agreement.

40. **THE TERM. "TENANT".** The Term "Tenant" used herein shall refer individually and collectively to all persons named above and signing this Agreement as Tenant, and the liability of each such person shall be joint and several. Notices given by Owner or Owners Agent, or Association to any person named as Tenant to Owner or Owners Agent shall bind all persons signing this Agreement as Tenant.

41. **THE TERM. "IN GOOD STANDING"** Tenant is considered "in good standing" when all rent, fines, fees, are paid in full, and if any violations have occurred there have been a total of three (3) during the term of this Agreement and have been cured and are not outstanding. Owner is considered "in good standing" when he or she is current with The Association's Fees at the commencement of this Agreement and at any time during the renewal or hold over of this

Agreement.

42. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, personal representatives, heirs and authorized assigns.

43. **SPECIAL STIPULATION.** a) Tenant acknowledges that the statements and representations made in the signed application for rental and all other required documents of the Premises are true and they are deemed a part of this Agreement and that any false statements made in such application constitute a breach of this Agreement. b) Additional provisions written below or special provisions in the attached addendum(s), if any, signed by all of the parties hereto, are hereby made a part of this Agreement.

Addendum(s) attached. YES

Owners Move in Move out Inspection Sheet Attached  YES  N/A

Smoke Alarm addendum Attached  YES

Pet Agreement addendum Attached  YES  N/A

Association addendum Attached  YES (Mandatory)

Radon Disclosure  YES  N/A

Mold Disclosure  YES  N/A

Lead-Based Paint Disclosure  YES  N/A

Crime Free Addendum Attached  YES

**All completed Agreements, Addendums and all required Documents must be submitted to the Association before Move IN without exceptions.**

44. **ENTIRE AGREEMENT:** This Agreement and any attached addendum constitute the entire Agreement between the parties and shall not be changed or terminated orally. IN WITNESS OF, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year first above written.

Witnesses as to Tenant(s) \_\_\_\_\_

\_\_\_\_\_

Witnesses as to Owner \_\_\_\_\_

Eastwood Shores IV Condominium Association Inc. (Representative)

\_\_\_\_\_

**We acknowledge that we are each, jointly and severally responsible for performance of all terms, covenants and conditions of this Agreement to be performed by Tenant, We certify that we have read and understand the above printed matter.**

**TENANT:** \_\_\_\_\_

**Owners Agent(s):** \_\_\_\_\_