

OCALA RESIDENTIAL REAL ESTATE LEASE

ATTENTION TENANT:

1. You are entering into a legally binding agreement.
2. Read the entire agreement before you sign it.
3. Read the Rules and Regulations, CC&Rs and all other governing documents if the property is located in a homeowner's association or condominium association.
4. You are strongly encouraged to obtain Renter's Insurance.
5. Read and understand your rights and obligations pursuant to Florida LANDLORD TENANT (chapter 83) law, which may be obtained at: <http://www.flsenate.gov/Statutes/>.

LANDLORD:	Bosshardt Property Management, LLC, as Agent to Owner
TENANT/s:	Ben Smith
Full Property Address:	123 Main Street, Ocala, Florida 32401
Lease Term:	May 1, 2013 Through April 30, 2014
Prorated Rent:	NA for NA to NA
Monthly Rental Rate if Paid by the 3rd of Month:	\$1000.00
Monthly Rental Rate if Paid on the 4th of Month (10% monthly rental rate as Additional Rent):	\$1100.00
Monthly Rental Rate if Paid on the 5th of Month:	\$1110.00 (Plus \$10.00 for each additional day late)
Total Annual Base Rent Due (Excl. additional rents):	\$12,000.00
Administrative Fee:	\$ 250.00
Security Deposit Amount:	\$1,000.00
Pet Fee(s):	\$ 300.00
Guarantor(s):	Mary Jones
HOA/Condo Association:	This property is located in and subject to an association with rules and restrictions for the following community: <u>Gainesville Condominium</u>
Special Terms:	NA

1. **PARTIES:** The parties to this lease are: Bosshardt Property Management, LLC, as agent to the property owner, ("LANDLORD"); and: Ben Smith ("TENANT").

2. **PROPERTY:** LANDLORD leases to TENANT, and TENANT hereby leases from LANDLORD, the following property:

Address: 123 Main Street, Ocala, FL 32401, (the "Property") Alachua County, Florida, together with the following non-real property items: Stove Refrigerator Dishwasher Disposal Washer (not warranted) Dryer (not warranted) Microwave Other

All appliances are provided in working condition. TENANT is responsible for all repairs to appliances and Property, if any, as stated in accordance with repair addendum attached hereto. The real property and the non-real property are collectively called the "Property."

3. **ORIGINAL TERM OF LEASE:** This Lease shall be for a minimum term of twelve months. The original term of this Lease shall begin on **May 1, 2013** (the Anniversary Date) and shall end on **April 30, 2014** (the Termination Date). If for any reason LANDLORD cannot deliver possession of the Property to TENANT by the beginning date, LANDLORD has the option of extending the beginning date by up to 30 days or voiding the Lease without LANDLORD being liable for any expenses caused by such delay or termination. **If LANDLORD voids the Lease, LANDLORD**

shall promptly return TENANT'S first month's rent, Security Deposit, and pet fee (if applicable) to TENANT upon LANDLORD's notification to TENANT.

4. **AUTOMATIC RENEWAL AND TERMINATION:** This Lease automatically renews itself for up to five (5) twelve (12) month periods following the Termination Date of the last term of Lease, **unless either party (LANDLORD or TENANT) gives the other 60 days written notice (prior to the end of any Lease ending date), of their desire not to renew this Lease for 12 months. Verbal notice is insufficient under any circumstances.** Notice by TENANT **must be** made by certified mail. Notice shall be deemed complete when it is placed in the mail, certified mail return receipt requested to LANDLORD'S address described below if by TENANT. Notice by LANDLORD may either be by certified mail to the Property Address or by posing such notice at the Property. Termination of a tenancy shall occur on the last day of the month. If the TENANT chooses not to renew/extend this Lease, TENANT must move out and surrender possession of the Property at the end of the original term of Lease or any renewals. While in possession of the Property, TENANT must be under the terms of this Lease or an extension/renewal of this Lease.

5. **RENT:**

(A) **MONTHLY RENT:** The rent shall be \$1000.00 per month and shall be due on or before the 1st day of each month without demand. At, or prior to, Lease execution, TENANT agrees to pay the first month's rent to LANDLORD in the amount of \$1000.00 for the period of 5/1/2013-5/31/2013 . If the lease begins on any day other than the first of the month, then the first month shall be calculated from lease commencement date plus thirty days. TENANT agrees to pay prorated rent for the second month. All other months shall be from the first day of each month to the last day of the month.

(B) **PRORATED RENT:** On or before NA TENANT will pay LANDLORD NA as prorated rent for the period of NA to NA. Any Rent payable to LANDLORD by TENANT for any fractional month shall be prorated based on a three hundred sixty-five (365) day year.

(C) **PLACE OF PAYMENT:** Payments must be received by the LANDLORD on or before the 1st day of each month by 5:00 PM at the following address:

Physical/Mailing Address
Bosshardt Property Management, LLC.
2123 SW 20th Place, Suite B
Ocala, FL 34471
LANDLORD'S phone # is (352) 671-8203

or such other addresses or phone numbers as may be later designated by the LANDLORD in writing. **TENANT must place the Property address and TENANT'S name on all payments.**

(D) **METHOD OF PAYMENT:**

- (1) TENANT must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Unless the parties agree otherwise, TENANT may not pay rent in cash and will pay all rent by check, cashier's check, money order or other means acceptable to LANDLORD.
- (3) **LANDLORD requires TENANT(s) to pay monthly rents by one check or draft. Third party checks are not permitted.**

TENANT'S INITIALS (_____) (_____) (_____)

(4) If TENANT fails to timely pay any amounts due under this lease or if any check of TENANT is not honored by the institution on which it was drawn, LANDLORD may require TENANT to pay such amount and any subsequent amount under this lease in certified funds. This paragraph does not limit LANDLORD from seeking other remedies under this lease for TENANT'S failure to make timely payments with good funds.

(5) Payments sent through the mail are sent at the sole risk of the TENANT, and TENANT acknowledges that early mailing will be required for rent to be received on time. All signatories to this Lease are responsible jointly and individually 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 additional charges under this Lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

(6) TENANT understands, acknowledges and agrees that all rents due under the terms of this Lease are to be paid to Bosshardt Property Management, LLC, and no one else, including the property owners themselves. Bosshardt Property Management, LLC, is acting pursuant to express written authority granted by the property owners. Unless otherwise directed from Bosshardt Property Management, LLC, in writing, all rents must be paid to Bosshardt Property Management, LLC, as referenced above. In the event of a dispute between Bosshardt Property Management, LLC, and the owners of record of the property, TENANT shall continue to remit rents to Bosshardt Property Management, LLC, unless directed otherwise in writing by Bosshardt Property Management, LLC. TENANT further understands, acknowledges and agrees that should he or she pay rents to anyone other than Bosshardt Property Management, LLC, TENANT does hereby grant that Bosshardt Property Management, LLC, may proceed in filing an eviction for non-payment of rents, the cost of which will be paid by TENANT and/or may be deducted from their Security Deposit.

6. RENT ESCALATION CLAUSE FOR RENEWAL TERMS RENTS DUE FOR SUBSEQUENT AUTOMATICALLY RENEWABLE TERMS OF LEASE: The rent shall increase on each yearly renewal anniversary date in the amount of \$25.00 per month, or any other amount as dictated by the LANDLORD. Should the LANDLORD not dictate a different amount to the TENANT in writing at least 60 days prior to the yearly renewal anniversary date, the renewal rent shall increase by \$25.00 per month on each anniversary date as outlined above.

7. ADDITIONAL RENTS, NSF FEES, DELINQUENCY DELIVERY FEES & LEGAL NOTICE:

(A) **ADDITIONAL RENTS:** TENANT agrees to pay Additional Rent in the amount of 10% of the rental amount if LANDLORD does not receive payment by the 3rd of each month and further agrees to pay an Additional Rent of **\$10.00 each day** thereafter until the rent is received by LANDLORD.

(B) **NSF FEES:** TENANT agrees to pay LANDLORD a Non- Sufficient-Fund (NSF) fee of \$35.00 or 5% of the amount of the check, (whichever is greater) for each dishonored check. TENANT agrees that any and all NSF fees shall be deemed as Additional Rent due. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, and LANDLORD may serve TENANT with a Three (3) Day Notice and will not be required to deposit the check. Additional Rent shall also apply on NSF checks until the date of actual payment.

(C) **DELINQUENCY DELIVERY FEES:** TENANT agrees that should LANDLORD (or any agent of LANDLORD) deliver and serve upon the TENANT any Three (3) Day Notice or other late payment notice, then

TENANT'S INITIALS (_____) (_____) (_____)

TENANT agrees to pay a delivery fee of \$75.00 for each such delivery. TENANT agrees that any and all delinquency delivery fees shall be deemed as Additional Rent due.

(D) LEGAL NOTICE: The imposition of late fees, dishonored check fees and delinquency delivery fees, is not a substitution or waiver of any remedy available under Florida law. If rent is not received on or before the 1st day of each month, by 5:00 PM, LANDLORD may serve a Three (3) Day Notice on the next day or any day thereafter as allowed by law. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges under this Lease.

(E) All rents and Additional Rents due under this agreement, if not paid when due, shall bear interest at the annual rate of eighteen (18%) percent from the due date, or the maximum lesser rate if otherwise mandated by law. Neither the Additional Rent, nor the interest charge, shall be exclusive of any other remedies permitted hereunder or by law.

8. CREDIT/BACKGROUND REPORT: A credit/background report non-refundable application fee has been paid by TENANT. This Lease is conditioned upon the satisfactory verification and approval by LANDLORD of TENANT's employment, credit, banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. TENANT warrants all information in his/her Lease Application and Pet Application, if applicable, is correct and complete and that TENANT has disclosed all pertinent information and has not withheld any information, including, but limited to, poor credit, early termination of lease, evictions, and bankruptcy. TENANT's material falsification of any information provided to LANDLORD shall entitle LANDLORD the right to terminate this Lease and pursue all applicable remedies, damages, court costs, and attorney's fees. The credit history of TENANT with respect to this Lease may be reported to any credit bureau or reporting agency.

9. ADMINISTRATIVE FEE & SECURITY DEPOSIT: TENANT agrees to pay LANDLORD \$250.00 as a nonrefundable administrative fee, which shall be deemed Additional Rent, and TENANT agrees to pay LANDLORD the sum of \$1,000.00 as security for faithful performance (the "Security Deposit") by TENANT of all terms, covenants and conditions of this Lease. This deposit may be applied by LANDLORD for any monies owed by TENANT under this Lease or Florida law for physical damages to the Property, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of this Lease. In addition, if there is any claim against Security Deposit, TENANT agrees to pay \$150.00 to LANDLORD as Additional Rent for its time to assess damage and oversee necessary repairs. 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 leased Property prior to the Lease expiration date (or the expiration of any renewal period), the Security Deposit will be forfeited as special liquidated damages to cover the cost of re-renting the Property. TENANT will still be responsible for unpaid rent, physical damages, future rent due as allowed by law, and attorneys' fees, cost to re-rent the Property and any other amounts due under the terms of the tenancy or Florida law. If the amount of damages exceeds TENANT'S Security Deposit, then TENANT agrees that LANDLORD may at its option take any of the following actions: 1) turn the account over to a third party collection agency to seek collection of all monies due; 2) take legal action against TENANT for said damage, including recovery of LANDLORD'S attorneys' fees and court costs. Action by LANDLORD to collect damages may negatively affect TENANT'S credit rating.

The Security Deposit (and advanced rents, if applicable) will be held in a non-interest bearing account with Alarion Bank 4373 W Newberry Road, Gainesville, Florida 32607. LANDLORD may change its banking institution and will provide notice of any change to TENANT in writing.

Florida law requires the following to be included in your Lease: F.S. 83.49(3) provides:

(3)(a) Upon the vacating of the Property for 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 with interest if otherwise required, or the [LANDLORD] shall have 30 days to give the [TENANT]

TENANT'S INITIALS (_____) (_____) (_____)

written notice by certified mail to the [TENANT]'s 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 F.S. 84.49(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. Your objection must be sent to Bosshardt Property Management, LLC, 5522 NW 43rd Street, Suite B, Gainesville, Florida 32653. If the [LANDLORD] fails to give the required notice within 30-day period, he forfeits his right to impose a claim upon the 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 that 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 cost 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 Lease 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.

Return of the Security Deposit is subject to (but not limited to) the following provisions:

- (1) Full term of Lease or renewable Lease term has expired and all provisions therein complied with. Tenancy must end at the end of a Lease term or renewable term.
- (2) At least 60 days written notice by certified mail from TENANT to LANDLORD, prior to the anniversary/renewal date of intent to terminate tenancy and not renew the Lease.
- (3) No damage to Property, or its contents beyond normal wear and tear.
- (4) No abandoned property left behind.
- (5) Lawn has been mowed, edged and watered regularly, and free of any debris, prior to Move Out.
- (6) No unpaid outstanding fees, charges, delinquent, or unpaid utilities.
- (7) Forwarding address left with LANDLORD.
- (8) Return of all keys and garage door openers (if applicable) to LANDLORD.
- (9) Cleaned all appliances and ensure that all are in working order.
- (10) TENANT must have the Property cleaned upon move out and TENANT must arrange and pay for carpets to be professionally cleaned and sprayed for fleas (if pets were on Property) upon move out and provide LANDLORD with receipt.
- (11) Patched all nail holes in walls.

* Security Deposit refunds, (if any) shall be made by mail only, as provided by law, made out in name(s) of (all) TENANT(S) in one check, and may not be picked up in person from LANDLORD.

10. KEYS: TENANT shall be responsible for the security of the Property until all keys and garage door openers have been physically returned to LANDLORD. Leaving keys/garage door openers/gate entry opener in or on the Property will not be considered satisfactorily returned. TENANT agrees to pay for all costs related to replacing lost or unreturned keys, garage door openers/mailbox keys/gate openers, if applicable, In the event of any damage or loss to the garage door opener or gate opener, TENANT shall be for the replacement of said damaged/lost item(s).

TENANT'S INITIALS (_____) (_____) (_____)

11. OCCUPANCY: Only the following person(s) shall occupy the Property unless written consent of the LANDLORD is obtained: Ben Smith. A reasonable number of guests may occupy the Property without prior written consent if stay is limited to 72 hours. TENANT may use the Property as a PRIVATE RESIDENCE ONLY.

12. MAINTENANCE AND REPAIRS: TENANT agrees that s/he has fully inspected Property and accepts the condition of Property in as is condition with no warranties or promises express or implied. Under Florida Statutes, section 83.51, LANDLORD does hereby place most of the duties for repair upon TENANT, where permitted. TENANT shall maintain PROPERTY in a good, clean and leasable condition through the tenancy and hereby agrees to the following obligations:

A. GENERAL RESPONSIBILITIES: TENANT, at TENANT'S expense, must:

- 1) Keep the Property clean and sanitary;
- 2) Promptly dispose of all garbage in appropriate receptacles;
- 3) Supply and change heating and air conditioning filters at least once a month;
- 4) Supply and replace all light bulbs, fluorescent tubes and batteries for smoke detectors and carbon monoxide detectors (of the same type and quality that are in the Property on the Commencement Date);
- 5) Maintain appropriate levels of necessary chemicals or matter in any water softener;
- 6) Take action to promptly eliminate any dangerous condition on the property;
- 7) Take all necessary precautions to prevent broken water pipes due to freezing and other causes;
- 8) Replace any lost or misplaced keys;
- 9) Be responsible for pest extermination, including the extermination of rats, mice, roaches, ants, and bedbugs;
- 10) Remove any standing water;
- 11) Know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve and breakers off at appropriate times to mitigate any potential damage, and;
- 12) Promptly notify LANDLORD, in writing, of all needed repairs.
- 13) Take affirmative action to ensure that nothing is done which might place LANDLORD in violation of applicable building, housing, zoning, and health codes and regulations.
- 14) Maintain plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- 15) Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable, safe manner.
- 16) Assure that property belonging to LANDLORD is safeguarded against damage, destruction, loss, removal, or theft.
- 17) Conduct himself/herself, her/his family, friends, guests, visitors in a manner which will not disturb others.
- 18) Allow the LANDLORD or its agent access to the Property for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Lease is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.

TENANT'S INITIALS (_____) (_____) (_____)

- 19) Comply with all provisions of this Lease, particularly with respect to caring for the property. TENANT warrants that s/he will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Lease and loss of all deposits.

TENANT agrees that s/he shall be responsible for and pay \$50.00 as Additional Rent to LANDLORD toward each and every maintenance service repair request to the Property, for all repairs that are deemed the responsibility of the TENANT by this Lease and/or the Resident's Handbook. The \$50.00 Additional Rent covers the administrative cost of coordinating repairs with tradesman, trip charges (including time to and from the job relating to a service call, gas, and mileage allowances) and the first thirty minutes of time on the job. In the event that TENANT fails to maintain Property as required herein and/or should TENANT vacate the Property, leaving the property in need of repairs, cleaning or other maintenance service, then \$50.00 Additional Rent shall be deducted from TENANT'S Security Deposit along with actual cost of all necessary repairs, cleaning or other maintenance.

TENANT agrees to be solely responsible for any maintenance and repair costing less than \$100.00, regardless of fault or misuse. TENANT agrees that any maintenance and repair caused by the misuse, neglect, or waste of TENANT, TENANT's family, pets, licensees, invitees or visitors, regardless of cost, shall be the TENANT's responsibility and TENANT expressly agrees to pay for all repairs and \$50.00 Additional Rent for LANDLORD to facilitate the repairs. TENANT expressly agrees to be fully responsible for any damage caused by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting, or the Property. At LANDLORD's option, all such charges for maintenance repairs shall be paid no later than the next monthly payment date following such repairs.

TENANT shall not have the right to perform, or arrange for repairs to be performed, at LANDLORD'S expense, nor shall TENANT have any right to deduct the cost of any repairs from the rent payments due.

All maintenance and repair work requested by TENANT and ordered by LANDLORD shall take place during normal business hours, Monday through Friday from 9 AM to 5 PM, (excluding emergencies). Under our guidelines and the Florida LANDLORD TENANT Laws, emergency repairs shall be deemed as follows:

- 1) Security - Broken locks, window locks and smoke detectors.
- 2) Major Water Leaks – Broken pipes or seriously clogged drains.
- 3) No Heat
- 4) No Water
- 5) Sewer Backups
- 6) Gas Leaks or electrical appliances especially refrigerators.

In the event a major repair to PROPERTY must be made which will necessitate TENANT vacating PROPERTY, LANDLORD may at its option terminate Lease, and TENANT agrees to vacate PROPERTY holding LANDLORD harmless for any damages suffered, if any.

This addendum is in addition to and made part of the Lease Agreement and in the event there is any conflict between the Lease and this Addendum, the provisions of this Addendum shall govern.

ALL REQUEST FOR NON-EMERGENCY MAINTENANCE OR REPAIRS MUST BE IN WRITING and be given to LANDLORD via the TENANT Portal website, US Mail, fax, or hand delivery.

LANDLORD's website: bosshardt.appfolio.com/connect

TENANT'S INITIALS (_____) (_____) (_____)

LANDLORD's fax number: (352) 671-8206

- B. Emergency Repair Notification:** TENANT agrees to call 911 in the event of any fire or life threatening emergency. If repair/maintenance is needed to protect life or property, TENANT is required to notify LANDLORD immediately at **352-368-9082 or 352-371-2118**. TENANT must notify LANDLORD immediately of any condition on the leased Property that poses a health or safety hazard.
- C. Home Warranty:** LANDLORD may, at LANDLORD's discretion, purchase a Home Warranty for the property. TENANT is hereby notified that any service charge must be paid by TENANT at time of service and then deducted from the following month's rent. TENANT must provide Bosshardt Property Management, LLC a copy of the receipt showing payment of the service charge. TENANT furthermore understands that maintenance repairs may take a longer period of time due to vendor coordination and TENANT must be at the Property during the repairs.

13. SMOKE DETECTORS: It is agreed that TENANT will test the smoke detector(s) within one hour after occupancy and inform LANDLORD immediately if detector(s) are not working properly. TENANT must maintain the smoke detector(s) by replacing batteries and notifying LANDLORD in writing of any defects. It is further agreed that TENANT will be responsible for testing smoke detector(s) at least once each week by pushing the push to test button on the detector for about five seconds. TENANT may be charged for repairing or replacing smoke detector(s) if the LANDLORD determines that the smoke detector(s) has been destroyed or tampered with by TENANT. It is the LANDLORD'S desire that each rental dwelling shall have at all times a properly working smoke detector(s). In the event that smoke detector(s) should fail, TENANT is required to notify LANDLORD of such failure, in writing, by sending an email or fax to LANDLORD at the contact information listed in paragraph 12 herein and to call LANDLORD **352-368-9082 or 352-371-2118**. **TENANT agrees that he or she shall immediately test, and at all times maintain, the smoke detector(s), including the replacement of all batteries.**

14. WASTE AND NUISANCE: TENANT agrees not to commit waste on the Property, not to maintain, or permit to be maintained, a nuisance on the Property and not to use the Property, or permit them to be used, in an unlawful manner.

15. DOOR LOCKS, WINDOW LOCKS AND SECURITY: LANDLORD agrees to provide working door and window locks at the beginning of the Lease term. TENANT is responsible for all locks and security of the Property once they take possession. TENANT agrees within one hour after occupancy to inspect all locks and inform LANDLORD immediately if any locks are not working properly by sending an email or fax to LANDLORD at the contact information listed in paragraph 12 herein and by calling LANDLORD at 352-371-2118. TENANT agrees to pay LANDLORD up to \$25.00 for any lost key replaced by LANDLORD.

TENANT acknowledges and agrees that protection against criminal action is not within the power of LANDLORD. **TENANT AGREES THAT LANDLORD HAS NO DUTY TO PROVIDE ANY SECURITY SERVICES. TENANT SHALL LOOK SOLELY TO THE PUBLIC POLICE AND ITS OWN PRECAUTIONS FOR SECURITY PROTECTION.**

16. LAWNS AND SHRUBBERY:

X Maintained by LANDLORD. Landscaping is being provided by a contractor/LANDLORD. TENANT agrees to cooperate with the landscape contractor in a satisfactory manner and TENANT agrees that such service is not a waiver of any responsibility of TENANT to keep and maintain the landscaping and/or shrubs, trees, and sprinkler system in good condition.

Maintained by TENANT. Landscaping is not being provided by a contract/LANDLORD. TENANT shall be responsible for fertilizing, fungus control, insect control, maintaining, watering the lawn, shrubbery and for any damages caused by his/her negligence or abuse. TENANT shall adequately mow, edge and trim the lawn or hire it to be done on a regular

TENANT'S INITIALS (_____) (_____) (_____)

basis. In the event that TENANT fails to properly and adequately fertilize, maintain insect control or water the lawn and shrubbery, causing it to die, or suffer damage, TENANT shall be fully responsible for the cost of replacement. In addition, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately be Additional Rent.

Regardless of which party is responsible for lawn maintenance, failure of the sprinkler system (if any) shall not relieve TENANT of her/his responsibility. In the event of a sprinkler system failure, TENANT should take action to ensure that the lawn is properly watered, purchasing and using water hoses and portable sprinklers if necessary. In the event that no sprinkler system exists, the TENANT shall use (and purchase) water hoses, portable sprinklers and any other lawn equipment to ensure that the lawn is properly watered and maintained.

17. POOL/HOT TUB: The property does does not have a pool and/or hot tub. In the event the Property has a pool or hot tub, this paragraph shall apply. TENANT agrees to maintain the pool/hot tub. TENANT agrees to maintain the water level, sweep, clean, and keep said pool in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD, may have the pool maintained by a licensed pool service and charge TENANT with the actual cost which shall be deemed Additional Rent.

18. ADDITIONAL STRUCTURES: TENANT shall not be allowed to place upon the Property any item or structure that could endanger or result in the cancellation of the homeowners insurance. **Trampolines are not permitted on the Property at any time.**

19. STORMS: TENANT agrees that LANDLORD has no obligation to install storm shutters and/or take measures to prevent wind, rain and/or other objects from entering the premises in the course or event of any act of nature (hereinafter "Storm"), and that LANDLORD has no duty to advise TENANT as to evacuations orders, potential or current Storms, safety measures, Storm-preparedness procedures, or Storm recovery resources. LANDLORD may, in its sole discretion, decide to install storm shutters and/or take measures to secure doors and/or windows, but a decision to take any such measures to secure the Property are not guarantees in any way that damage to the Property due to a Storm will be minimized or will not occur, and TENANT agrees to hold LANDLORD harmless for any damage to person and/or personal property due to LANDLORD's decision regarding this matter. TENANT agrees to take Storm preparedness actions, including placing inside all authorized and unauthorized objects from the Property which may become projectiles in a Storm, except that any item containing gasoline or other fuel shall not be stored inside but removed completely from the Property, and TENANT agrees that any injury to TENANT or damage to LANDLORD's property, either real or personal, arising from Storm preparation are the sole responsibility of TENANT.

20. CONDOMINIUM OR HOMEOWNERS' ASSOCIATIONS: The Property is not OR is located in a HOA/Condo community **Gainesville Condominium** subject to the rules, regulations, covenants and restrictions of a condominium or homeowner's association and TENANT agrees to abide by all applicable rules and regulations of said community. It shall be the obligation of TENANT to obtain a copy of the condominium or homeowner's association, restrictive covenants or declaration and rules.

Should LANDLORD or property owner receive notification from the condominium or homeowner's association of violation of the rules, regulations, covenants and restrictions the caused by TENANT'S failure to maintain the Property properly, or any notice of violation the cause of which is directly attributable to TENANT, TENANT'S guests or invitees, TENANT does hereby agree to pay LANDLORD Additional Rent of \$95.00 per notification for LANDLORD'S time in responding to the homeowner's or condominium association and to TENANT. Should LANDLORD'S response exceed one hour and/or should the association complaint require LANDLORD to travel to the Property, TENANT shall pay LANDLORD the rate of \$95.00 per hour for each additional hour, plus the cost of travel and other incidentals such as photos, film, video tape, etc., which shall be deemed Additional Rent.

TENANT'S INITIALS (_____) (_____) (_____)

TENANT shall also be financially responsible for the cost of curing any violation; legal and attorney fees, court cost; any and all fees, fines, penalties or other cost that may be incurred by LANDLORD or the Property owner as a result of TENANT'S failure to abide by the rules, regulation, covenants and restrictions of the homeowner's or condominium association. TENANT hereby agrees and consents that the \$95.00 hourly, per notification Additional Rent, charge and any and all other cost, fines, penalties or other cost referenced herein shall be billed to TENANT the following month after said violation(s) and thereafter. If the balance is not fully paid upon termination of TENANT'S tenancy, TENANT agrees that LANDLORD may deduct the balance, without recourse, from TENANT'S Security Deposit.

If required, this Lease is subject to the approval of the condominium association or homeowner's association and TENANT agrees to pay any association application fees necessary for such approval, (if applicable). Maintenance and recreation fees are to be paid by LANDLORD, if any.

21. TENANT'S (RESIDENT'S) HANDBOOK: LANDLORD may provide TENANT with a Resident's Handbook at time of lease application, promulgating reasonable rules and regulations, LANDLORD'S hours of operation, and best methods of working together during your tenancy. The Resident's Handbook, (if any) shall be considered a part of this Lease. The Resident's Handbook is available online at www.bosshardtpm.com.

22. PETS: TENANT shall not keep any animal or pet in or around the rental Property without LANDLORD'S prior written approval, which consent LANDLORD is not obligated to give and which consent may be unreasonably withheld. If TENANT wishes to have a pet, TENANT shall complete a Pet Application and pay any application fee. Should written permission be granted by LANDLORD, TENANT agrees to execute a Pet Addendum to the Lease, **Pet Addendum X is attached OR ___ is not applicable.** "Pet" is not limited to any mammal, reptile, or bird. In the event TENANT violates this provision or any applicable pet addendum, LANDLORD may take the following actions:

- (a) Declare TENANT in default of this Lease Agreement, pursuant to paragraph 24 herein, with LANDLORD exercising any available remedies;
- (b) Charge TENANT Additional Rent in the amount of \$200.00 and \$10.00 per day thereafter for each day TENANT violates the pet restrictions for each unauthorized pet as a penalty;
- (c) Charge TENANT with (1) extermination fee for pest/flea removal, (2) cleaning/deodorizing carpets and drapery, (3) repairs to any damage to the Property caused by the unauthorized pet.

In the event that any pet, authorized or unauthorized, causes bodily injury to a third party, TENANT agrees to indemnify and hold harmless, LANDLORD and AGENT, for any injuries pursuant to paragraph 27 herein. If TENANT'S animal(s) causes damage or injury to LANDLORD, its agents and/or employees, or owner of the Property, then TENANT shall be liable to the injured party for any injuries and damages sustained.

23. UTILITIES: Unless otherwise provided herein, TENANT shall be responsible for all utilities of the leased Property during the term of this Lease. Utilities mean electricity, water, sewer and gas if applicable. TENANT agrees to pay all charges and deposits for all utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT'S name with accounts kept current throughout occupancy. Garbage and/or trash removal is considered a utility under this Lease. If the utilities, which TENANT is responsible for, are still in LANDLORD'S name at the time TENANT takes occupancy, or thereafter, TENANT agrees that LANDLORD shall order such utilities to be terminated, without notice, and LANDLORD shall not be liable to TENANT for any expenses, or losses caused by such termination of utilities. TENANT further agrees to remit to LANDLORD any and all cost of utilities billed to LANDLORD from the date the Lease beginning date until LANDLORD'S termination of said utilities. Any such utility expenses shall be deemed Additional Rent Due. TENANT must provide proof of utility service to LANDLORD prior to the Lease Commencement Date and receiving keys to move into the property. All additional, utilities, including but not limited to, cable, alarm service, DSL/internet service, shall be the sole expense of the TENANT, unless otherwise stated herein.

TENANT'S INITIALS (_____) (_____) (_____)

24. VEHICLES: Vehicles must be owned by TENANT, currently licensed, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condominium/homeowner's associations rules and it is TENANT'S duty and responsibility to determine what rules apply, in any. No trailers, vehicles on blocks, boats, commercial vehicles, scooters, mopeds, motorcycles, or any other motorized vehicle are allowed on or about the Property without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the Property. Vehicles not meeting the above requirements and additional rules of LANDLORD will be considered unauthorized, subject to being towed at TENANT'S expense. Parking on the grass is strictly prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any unauthorized vehicle or any vehicle belonging to the guest or invitee of TENANT. TENANT also agrees to indemnify LANDLORD for all cost, penalties, fines, and attorneys' fees in dealing with condominium/homeowner's associations and or local governmental agencies that have cited LANDLORD, the Property or the Property owner for parking or vehicles violations. TENANT hereby agrees to hold LANDLORD harmless as to any damage sustained to TENANT for TENANT's failure to comply with this section herein. TENANT agrees that only the following vehicle(s) will be parked on the Property and shall notify LANDLORD in writing of any changes of vehicles on Property:

Year 2011	Make Toyota	Model Camry	Color Blue	Tag /State 123abc FL
Year	Make	Model	Color	Tag /State
Year	Make	Model	Color	Tag /State

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

In the event of a dispute concerning the tenancy created by this Lease, (including legal foreclosure of the Property), TENANT agrees to seek any damages solely against the Property owner of record of the Property, as LANDLORD is merely the managing agent of the Property owner of record.

26. USE OF PROPERTY: TENANT shall maintain the Property in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the Property or surrounding property. TENANT shall install window shades or draperies (no foil, sheets, paper, etc. allowed) within 15 days of taking occupancy if not already provided. Property is to be used and occupied by TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service or conduct in any unlawful/dangerous activity (including but not limited to) drug related activity, prostitution, criminal street gang activity, or any action that jeopardizes the health, safety, and welfare of TENANTS, property owner, LANDLORD agents or others) on the Property. TENANT further agrees not to keep on the Property any dangerous or flammable item that might unreasonably increase the danger of fire or damage to the Property. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. TENANT agrees to conduct himself/herself, and require other persons on the Property to conduct themselves, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the

TENANT'S INITIALS (_____) (_____) (_____)

peace. TENANT agrees not to destroy, deface, damage, impair or remove any part of the Property or property therein belonging to LANDLORD, and further agrees not to permit any person to do so.

27. DEFAULT: The occurrence of any of the following shall constitute a default and material breach of this Lease: (1) Failure of TENANT to pay rent or any Additional Rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this Lease (and if applicable, attached rules and regulations of the Residents Handbook), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or (4) TENANT'S failure to comply with any provision, including pet provision contained herein and in pet addendum, if applicable; or (5) TENANT'S failure to move into the Property or TENANT'S abandonment of the Property. In the event of a default, LANDLORD shall be entitled to terminate the lease and the Security Deposit will be applied in full to partially reimburse LANDLORD's resulting damages, including but not limited to, remarketing costs, lost income, physical damages to the Property, its attorney's fees and court costs.

A. REMEDIES. In the event of TENANT's default of any of TENANT's obligations under this Lease for the payment of money, the LANDLORD may, at LANDLORD's option and without limiting LANDLORD in the exercise of any other rights or remedies which LANDLORD may have at law or in equity by reason of such default or breach, with or without notice or demand:

- 1) Pursue an eviction matter in court for the removal of TENANT from the Property;
- 2) Pursue a money judgment claim against TENANT in court for all lost rents and damages;
- 3) Recover LANDLORD's costs and attorneys' fees whether incurred before, during, or after any trial, mediation, arbitration, or appeal.

28. ATTORNEY'S FEES: If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this Lease, TENANT shall be responsible for all cost, reasonable attorneys' fees, property manager's fees and cost, as incurred by LANDLORD and/or property owner of record, whether or not suit is filed. TENANT waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT. In the event of any litigation or complaint filed by one party against the other (including, but not limited to the Courts, the Board of Realtors, the Better Business Bureau, mediation or any administrative state agency), arising out of this transaction brought directly or indirectly by TENANT or their representative, the prevailing party shall be entitled to their attorneys' fees, court cost (if any). Further in the event, LANDLORD successfully defends any claim filed by TENANT, TENANT shall be responsible for reimbursing LANDLORD for its time involved in defending such an action at the rate of \$150/hour.

29. RISK OF LOSS: All TENANT'S personal property shall be at the risk of TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of TENANT arising from criminal acts, fire, storm, flood, rain, wind damage, acts of negligence of any person whatsoever, or from the bursting or leaking of water pipes or roofing. TENANT assumes all liability for personal injury, property damage or loss, and other insurable risks. **LANDLORD strongly advises TENANT to obtain renter's insurance in full force and effect during the full term of the Lease. In the event that TENANT obtains renter's insurance, TENANT agrees to name Bosshardt Property Management, as an additional insured.**

30. FIXTURES, ALTERATION & LIENS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alteration, additions or improvements, which consent LANDLORD is not obligated to give and which may be unreasonably withheld any of which shall become LANDLORD'S property and shall remain on the Property at the termination of tenancy, whether or not permission was granted.

TENANT covenants that TENANT will not suffer nor will TENANT suffer to be attached, any lien or claim of lien upon the Property or any part thereof by reason of any act or omission on the part of TENANT, whether arising out of any work performed, materials furnished, taxes or assessments owed, or obligations incurred by TENANT, or otherwise. TENANT shall pay all claims for labor and materials furnished to the Property. Pursuant to Section 713.10, Florida Statutes, the

TENANT'S INITIALS (_____) (_____) (_____)

Lease expressly provides that THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT.

TENANT shall not install signs, signals, illuminated advertising, letters painted or affixed, awnings or other projections including air conditioners, television or radio antennas or wiring to the exterior of the leased Property.

31. NO ASSIGNMENT, SUBLETTING OR EARLY TERMINATION: TENANT shall not assign this Lease or sublet the Property or any part thereof. Any unauthorized transfer of interest by TENANT shall be a breach of this Lease. TENANT shall not be released from the terms of this Lease on the grounds of voluntary or involuntary employment transfer, loss of employment, marriage, divorce, loss of co-TENANT, bad health, or voluntary enlistment in the armed services.

32. RIGHT OF ENTRY: LANDLORD upon 12 hours notice by telephone, or e-mail to TENANT, or by hand-delivery or posting at the Property, has the right of entry to the Property for repairs, appraisals, inspections, or any other lawful reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the Property. Should TENANT change the locks, TENANT must provide LANDLORD with a key to all locks and return the original locks and keys to LANDLORD. LANDLORD may place "For Sale" or "For Rent" signs on the Property at anytime. LANDLORD'S right to enter the Property to show the same for rental or for sale shall be upon at least 12 hours notice to TENANT after which TENANT shall be obligated to permit LANDLORD to show the Property during normal business hours for a period of 36 hours from initial notice. TENANT agrees to have the Property neat and clean at such times the Property is shown to prospective tenants or buyers. Should TENANT fail to permit LANDLORD to enter the Property, for any purpose described herein, TENANT shall be responsible to LANDLORD for liquidated damages in the amount of \$100.00 Additional Rent per event and costs and damages incurred by LANDLORD and/or Property Owner who were not able to enter the Property. Liquidated damages will be deemed to apply if TENANT refuses to make an appointment with LANDLORD, changes the locks so that LANDLORD cannot enter the Property, or has a dog or other animal which makes entry to the Property dangerous or inconvenient for LANDLORD. In the event LANDLORD deems TENANT to have incurred any such penalty, LANDLORD shall notify TENANT of the penalty in writing, by certified mail, return receipt requested, and LANDLORD shall thereafter be entitled to deduct such penalty from TENANT'S Security Deposit.

33. ABANDONMENT: If TENANT abandons or surrenders possession of the Property during the Lease term or any renewal period, or is evicted by LANDLORD, LANDLORD may retake possession of the Property and make a good faith effort to re-rent it for TENANT'S account. LANDLORD may dispose of any personal property abandoned by TENANT. Retaking of possession shall not constitute a rescission of this Lease, nor will it constitute a surrender of the leasehold estate.

If TENANT breaches the Lease agreement and the LANDLORD has obtained a writ of possession, or the TENANT has surrendered possession of the Property to the LANDLORD, or the TENANT has abandoned the Property, the LANDLORD may retake possession of the Property for the account of the TENANT, holding TENANT liable for the difference in rent stipulated to be paid under the Lease agreement and what the LANDLORD is able to recover from a reletting per F.S. 83.595.

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.

TENANT'S INITIALS () () ()

34. VACATING AND HOLDOVER BY TENANT: At the expiration of this Lease or any renewal/extension, TENANT shall peaceably surrender the Property and turn in all keys and any other property owned by LANDLORD. TENANT must turn the keys into the offices of LANDLORD at, 5522 NW 43rd Street, Suite B, Gainesville, Florida 32653. If TENANT fails to deliver possession of the Property to LANDLORD at the expiration of this Lease or any renewal, and such holdover is without the consent of LANDLORD, TENANT shall be liable for double the monthly rent for each month or fraction thereof, as per Florida Statute 83.58.

TENANT shall leave all utilities on for five (5) days, NOT INCLUDING WEEKENDS AND/OR HOLIDAYS after move-out for inspection. Failure to leave utilities on will result in a re-connection charge to the TENANT.

35. CONDEMNATION AND ACTS OF GOD: If for any reason the Property are condemned by any governmental authority, or damaged through fire, acts of God, nature or accident, this Lease shall AT LANDLORD'S OPTION cease, and shall terminate as of the date of such condemnation, damage or destruction and TENANT hereby waives all claims against LANDLORD for any damages suffered by such.

36. SUBORDINATION: TENANT'S interest in the Property shall be subordinate to any encumbrances now and hereafter placed on the Property, to any advances made under such encumbrances, and to any extensions or renewals thereof. TENANT agrees to sign any documents indicating such subordination which may be required by Owner's lenders. In addition, TENANT agrees that Owner's lender(s) have the right to foreclose the Property in the event of any default by Owner. In the event of any foreclosure action against the Property, the Lease remains valid and TENANT agrees to continue to pay LANDLORD all rents due, through and until a court of law deems the tenancy terminated.

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

38. SEVERABILITY: In the event any section of this Lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

39. AGENCY DISCLOSURE: LANDLORD, Bosshardt Property Management, LLC, is an agent of and employed by the property owner of record and represents the interest of the property owner.

40. INTEGRATION: This Lease, together with any exhibits and addenda, including if applicable any personal guaranty, sets forth the entire Lease between LANDLORD and TENANT concerning the Property herein described, and are hereby integrated to this Agreement. There are no covenants, promises, leases, conditions, or understandings, oral or written between LANDLORD and TENANT, other than those herein set forth. If any provisions in this Lease are illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of this Lease shall be in effect.

41. MODIFICATIONS: No subsequent alteration, amendment, change or additions to this Lease shall be binding upon LANDLORD unless reduced to writing and signed by all parties.

42. JOINT AND SEVERAL LIABILITY: If this Lease is executed by more than one person, each named TENANT and guarantor(s) (if any) shall be jointly and severally liable for all obligations of this Lease, including but not limited to payment of all Rents and Additional Rents.

43. GOVERNING LAW: All matters pertaining to this Lease (including its interpretation, application, validity, performance and breach), shall be governed by, construed and enforced in accordance with the laws of the State of Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN MARION COUNTY, FLORIDA.** TENANT and LANDLORD knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Lease and any Lease contemplated to be executed in conjunction

TENANT'S INITIALS (_____) (_____) (_____)

herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for LANDLORD entering into this Lease.

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

45. GOVERNING LAW: All matters pertaining to this Lease (including its interpretation, application, validity, performance and breach), shall be governed by, construed and enforced in accordance with the laws of the State of Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN ALACHUA COUNTY, FLORIDA.** For all actions for payment of rent or eviction under this Lease, the parties agree to reimburse the prevailing party's reasonable attorney's fees, whether before, during, or after trial or appeal, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

46. LEAD PAINT DISCLOSURE: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women.

47. DUE DILIGENCE:

- A. General Information:** Information on crime statistics can be found through the Police Department or the Sheriff's Office in the city or county that the property is located. Information from the Florida's database of sexual predators can be found at the State of Florida sexual predator's website, <http://offender.fdle.state.fl.us/offender/homepage.do>
- B. Rules Regulations:** TENANT hereby acknowledges that it is the responsibility of the TENANT to obtain and review any rules and regulations the Property may be subject to prior to and during the lease term. TENANT hereby agrees to hold LANDLORD harmless for any damages TENANT may incur for failing to comply with this section and further agrees to indemnify LANDLORD for any and all damage it may incur as a result of TENANT's noncompliance with any rule/regulation.

48. ACKNOWLEDGMENT OF SECURITY POLICY:

- A. No Representations.** TENANT acknowledges that neither LANDLORD nor Management has made any representations, written or real, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
- B. No Warranty of Guarantee.** TENANT acknowledges that neither LANDLORD nor Management warrants or guarantees the safety or security of TENANT, occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each TENANT, occupant, guest and invitee is responsible for protecting his or her own person and property.
- C. No Reliance on Security Devices or Measures.** TENANT acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, TENANT acknowledges that s/he should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

49. LANDLORD POINT SYSTEM VIOLATION: If the Property is located in the city limits of a municipality that has a landlord violation point system, TENANT agrees to pay LANDLORD \$150.00 as Additional Rent, in addition to any fee charged by the municipality, for any violation of a Ordinance by TENANT, TENANT'S guest, or

TENANT'S INITIALS (_____) (_____) (_____)

invitee that results in an accumulation of a point against the LANDLORD'S landlord permit. Actions by the TENANT, TENANT'S guest, or invitees that result in the accumulation of two (2) or more points on the LANDLORD'S permit will constitute a breach of the Lease. TENANT will be responsible for loss of business revenue should the owner/LANDLORD lose its landlord permit.

50. OTHER ASSESSMENTS/TAXES: In the event, the local municipality or county where the Property is situated levies any type of special assessment for resident services during the term of the Lease, the TENANT agrees to pay such fee as Additional Rent.

51. MOLD: TENANT recognizes that mold may grow inside the Premises if certain conditions exist involving relative levels of interior temperature, exterior temperature and humidity. TENANT agrees to control interior humidity and moisture levels by diligently running exhausts fans when generating moisture in the kitchen bathrooms, or laundry room, by closing all doors and windows while the air-conditioning system is in operation, by operating the air-conditioning system at a temperature level that allows the system to dehumidify the air, and by promptly removing moisture from inside the Premises including but not limited to moisture that may condense or collect on glass or counter surfaces of the Premises. TENANT further agrees to ensure that TENANT's dryer vent does not leak air or dryer lint into the Premises. TENANT also agrees to notify LANDLORD in writing within **FOUR (4)** business days of the first day on which TENANT discovers mold or excessive moisture within the Premises. TENANT understands and agrees to accept responsibility and to hold LANDLORD harmless for any and all mold damage to the Premises as well as any health related damage resulting from moisture, mold or TENANT's failure to strictly comply with the foregoing provisions of this paragraph. TENANT's violation of these provisions is a material breach of this lease for which LANDLORD is entitled to its rights and remedies in law or equity. LANDLORD reserves the right to terminate this lease if it is determined at LANDLORD's sole discretion, that there is harmful mold growth in the Premises during TENANT's tenancy.

52. BEDBUGS: TENANT acknowledges that the TENANT and LANDLORD have inspected the Property and is aware of no bedbug infestation. TENANT warrants that all furnishings and personal properties that will be moved into the Property are free of bedbugs. In the event, Property is contaminated with bedbugs during the Lease term, TENANT shall report any problems immediately to LANDLORD in writing. TENANT shall be responsible for the exterminating costs associated with removing the bedbugs up to \$500. TENANT acknowledges that even a few bedbugs can rapidly multiply to create a major infestation that can spread to other properties. TENANT shall cooperate with all pest control efforts. TENANT agrees to indemnify and hold the LANDLORD harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that LANDLORD may incur as a result of bedbugs. LANDLORD shall not be liable for any loss of personal property to the TENANT, as a result of an infestation of bedbugs. TENANT agrees to be responsible for any loss incurred as a result of bedbugs. LANDLORD recommends TENANT obtain a personal property insurance to cover such losses, if any.

53. GUARANTY: This lease is not **OR X** guaranteed by the following guarantor(s): Mary Jones. In the event that a third party has signed a guaranty agreement for this Lease Agreement, the guaranty shall provide that the Guarantor, for himself/herself and his legal representatives, guarantees the prompt payment when due, or whenever payment may become due under the terms of the Lease, the TENANT'S payment of all payments of rent, Additional Rent and all other charges, expenses, and costs of every kind and nature, which are or may be due now or in the future under the Lease, or any other transaction between the LANDLORD and the TENANT directly or indirectly related to the Lease; and the complete and timely performance; satisfaction and observation of the terms and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, required to be performed, satisfied or observed by the TENANT. The Guaranty shall extend to any and all liability which the TENANT has or may have to the LANDLORD by reason of matters occurring before the signing of the Lease by the parties or commencement of the term of the Lease by

TENANT'S INITIALS (_____) (_____) (_____)

matters occurring after the expiration of the term of the Lease by reason of removal of TENANT, TENANT'S property, surrender of possessions or other matters.

54. SPECIAL CLAUSES:

(a) ADDITIONAL STIPULATIONS:

- (1) TENANT must arrange and pay for carpets to be professionally cleaned and sprayed for fleas (if pet resided on property) upon move out and provide LANDLORD with receipt.
- (2) Emergency contact information: TENANT shall provide LANDLORD with contact information so that TENANT may be contacted in the event of an emergency:

(3) X (check if applicable) **No Smoking.** This is a non-smoking property. No smoking of any substance is permitted on or around the Property, including any common areas, porches, or balconies. Any violation of this clause is a breach of this Lease and will result in a fee of One Hundred and Fifty Dollars (\$150) per occurrence being charged to TENANT by LANDLORD which shall be Additional rent, in addition to the other remedies available under the Lease, including default. This provision applies to TENANT, TENANT'S invitees, and any other person on the Property due to, TENANT'S occupancy.

(b) ATTACHMENTS The following addenda and agreements are hereby incorporated into this Lease: (1) PET ADDENDUM is attached **OR** is not applicable, (2) GUARANTY AGREEMENT is attached **OR** is not applicable, (3) LEAD BASED PAINT DISCLOSURE is attached **OR** X is not applicable

(c) COPY OF LEASE: The undersigned TENANT does hereby acknowledge that he or she has received a copy of this Lease for their records.

(d) ACKNOWLEDGEMENT OF LEASE TERMS: The undersigned TENANT does hereby acknowledge that he or she has read and understands the complete terms of this Lease.

ACCEPTANCE BY FACSIMILE OR SCANNED EMAIL BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE.

Signed this _____ day of _____, 2013.

[LEFT BLANK INTENTIONALLY-SIGNATURE PAGE FOLLOWS]

TENANT'S INITIALS (_____) (_____) (_____)

LANDLORD

WITNESS #1

WITNESS #2

**BOSSHARDT PROPERTY
MANAGEMENT, LLC, as Agent to
Owner**

Signature

Signature

Printed Name & Title

Printed Name

Printed Name

Date:

TENANT

WITNESS #1

WITNESS #2

Ben Smith

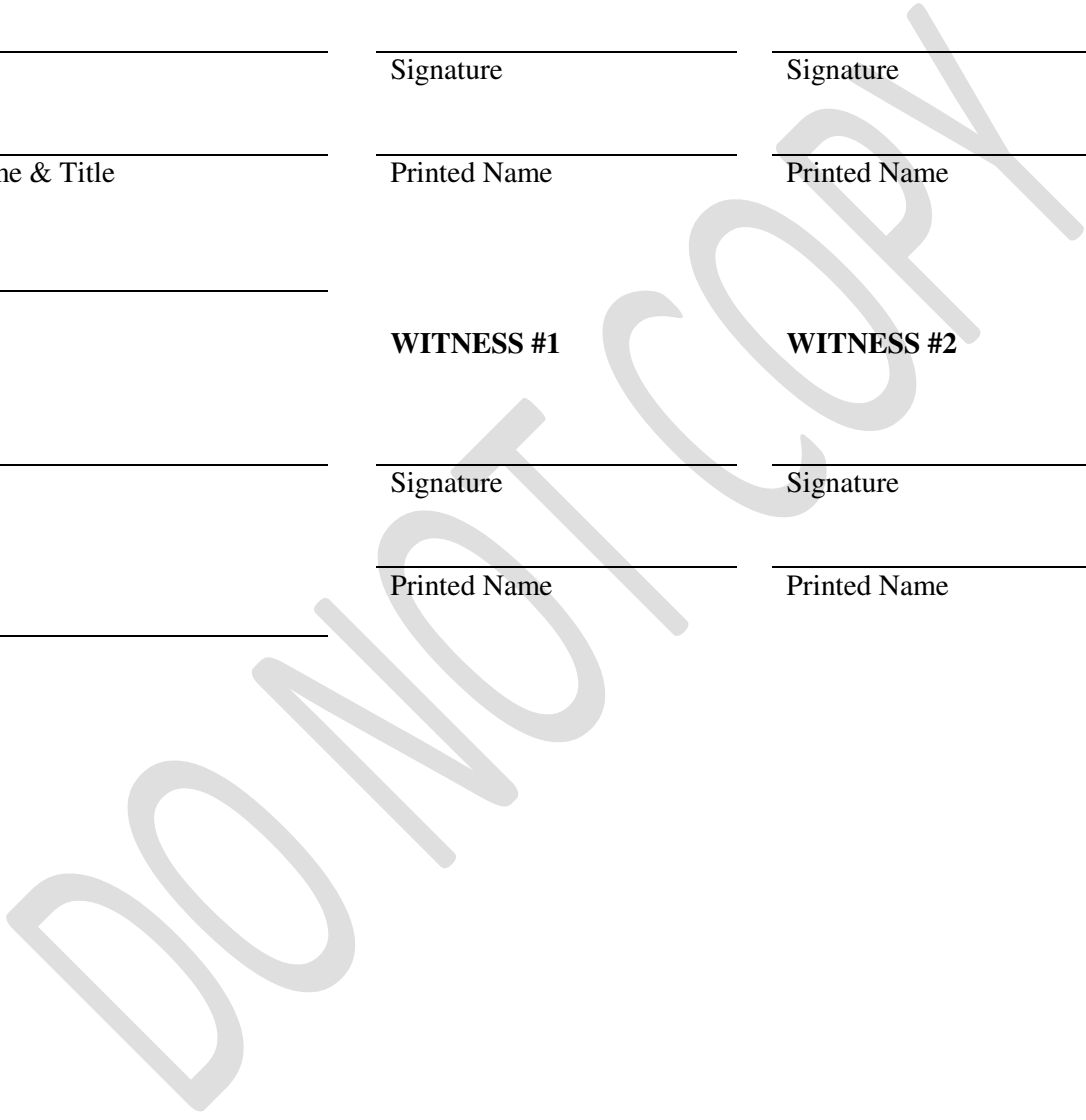
Signature

Signature

Date:

Printed Name

Printed Name



TENANT'S INITIALS (_____) (_____) (_____)

DO NOT COPY

TENANT'S INITIALS (____) (____) (____)

LANDLORD

WITNESS #1

WITNESS #2

**BOSSHARDT PROPERTY
MANAGEMENT, LLC, as Agent to
Owner**

Signature

Signature

Printed Name & Title

Printed Name

Printed Name

Date:

TENANT

WITNESS #1

WITNESS #2

Ben Smith

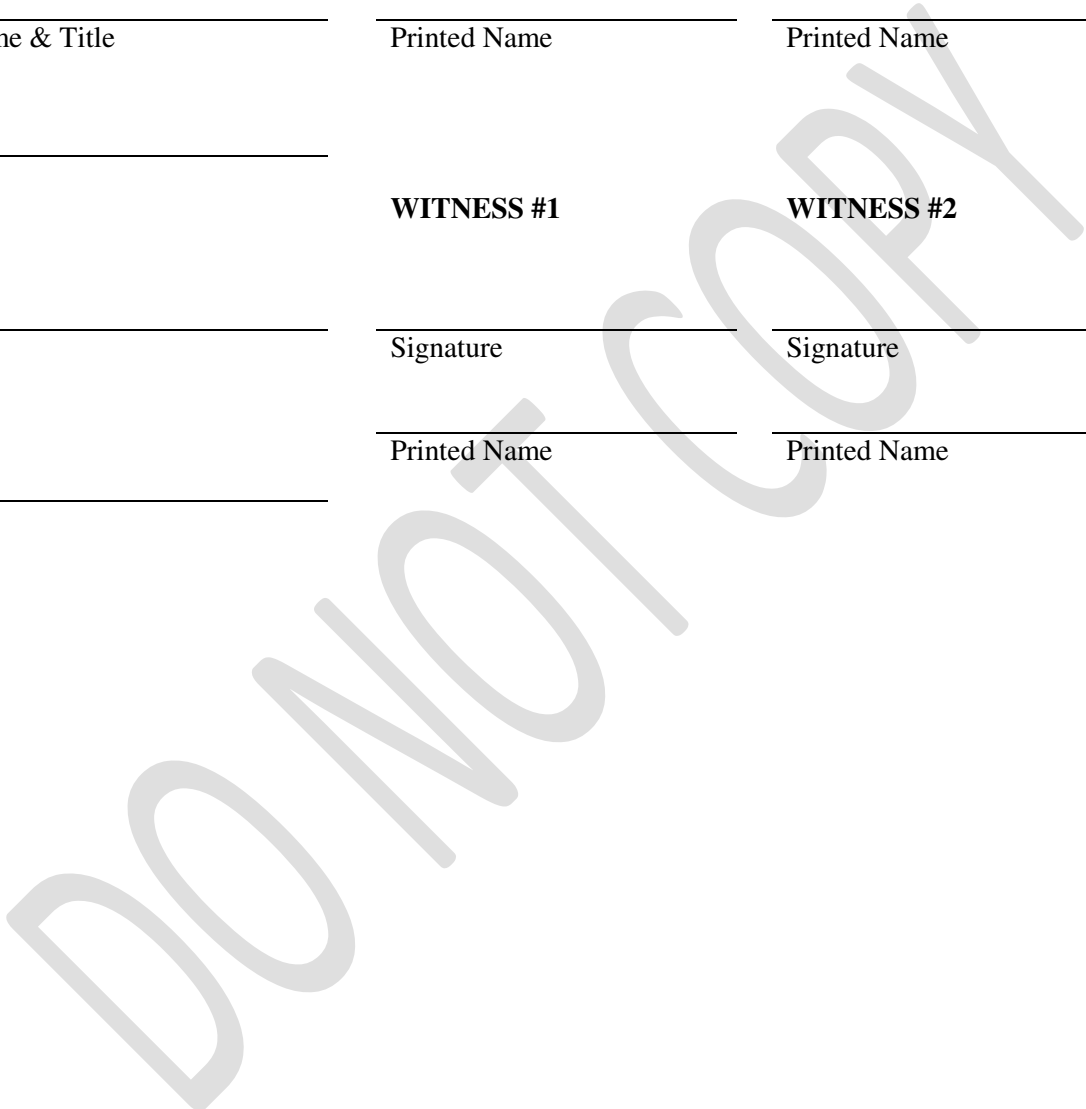
Signature

Signature

Date:

Printed Name

Printed Name



TENANT'S INITIALS (_____) (_____) (_____)