

## CONDOMINIUM LEASE PROVISIONS

### 1. LATE PAYMENT AND RETURNED CHECKS:

- (a) Resident agrees to pay the greater of:
  - (i) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) plus \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) per day for every day past due; or
  - (ii) Ten percent (10%) of Monthly Rent for each month or partial month that rent is past due (\$ \_\_\_\_\_). Rent shall be "past due" if payment in full is not received by 5:00 P.M. on the third day following the day that rent was due. Such fees shall be considered additional rent.
- (b) Thirty-five dollars (\$35.00) will be due for each dishonored check. Such fees shall be considered additional rent.
- (c) Landlord reserves the right to require all payments received after the due date to be made by cashier's check, money order, or certified check.
- (d) Resident agrees that any check dishonored by the bank will be redeemed in full, including all penalties, within twenty-four (24) hours of demand, by cashier's check, money order or certified check. Any dishonored check that is returned and/or redeemed after the date rent is due under this Lease Agreement shall be deemed delinquent and such rental payment shall be subject to the late fee and penalties set forth herein. In addition, Resident shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check. All fees shall be deemed additional rent.
- (e) In the event more than one (1) of Resident's checks is dishonored or returned uncollected, Resident agrees to pay all future rents and charges in the form of a cashier's check, money order or certified check.
- (f) Resident agrees to pay Landlord court costs and attorney's fees incurred by Landlord in the event a dispossessory warrant is issued for non-payment of rent or holding over. Such fee shall be considered additional rent.

### 2. POSSESSION: Occupancy of the Unit shall begin on the first day of the term of this Lease Agreement unless Resident shall be unable to occupy the Unit on such date because of the holding over of any previous occupant of the Unit or as a result of any reason beyond the control of Landlord, in which event Resident shall not be entitled to any damages other than the abatement of rent for the period of the holdover. Upon the failure of Landlord to deliver possession to Resident within ten (10) days after written demand by Resident, Resident may cancel and terminate this Lease Agreement by written notice to Landlord given before Landlord's tender of possession.

### 3. SECURITY DEPOSIT:

- (a) The Deposit will be returned to Resident after the Unit is vacated if:
  - (i) The lease term has expired or this Lease Agreement has been terminated in writing by mutual agreement of both parties and Resident's obligations under the Lease Agreement have been performed; and
  - (ii) All monies due Landlord from Resident have been paid; and
  - (iii) The Unit is not damaged and is left in its original condition, normal wear and tear excepted.

The deposit may be applied by Landlord to satisfy all or part of Resident's obligations hereunder and such application shall not prevent the Landlord from claiming any damages in excess of the deposit. Resident has no right to apply the deposit to any rent payment without Landlord's prior written consent.

- (b) Upon the vacating of the premises for termination of the Lease Agreement, the Landlord shall have fifteen (15) days to return the Deposit together with interest if otherwise required, or in which to give Resident written notice by certified mail to Resident'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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon your Deposit, due to \_\_\_\_\_. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your Deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your Deposit. Your objection must be sent to \_\_\_\_\_ (Landlord's address).

If Landlord fails to give the required notice within the fifteen day (15) day period, he or she forfeits the right to impose a claim upon the security deposit.

- (c) Unless Resident objects to the imposition of Landlord's claim or the amount thereof within fifteen (15) days after receipt of Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of his claim and shall remit the balance of the Deposit to Resident within thirty (30) days after the date of the notice of intention to impose a claim for damages.
- (d) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the Deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.
- (e) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

Resident acknowledges that he has been given the right to a list of all existing damages to the Unit, has been given the right to inspect the Unit and has acknowledged any damages except as previously specified in writing to Landlord. Resident agrees that the Deposit will NOT be returned if Resident fails to occupy the Unit for the term of this Lease.

- (f) The Association shall return the Association Security Deposit to Resident within fifteen (15) days of receipt by the Association of written notice of Resident's vacating of the premises, unless the Association has previously made or intends to make a claim on the Association Security Deposit, in which case the Association and Resident shall also comply with the provisions of subparagraphs 3(b) through (e) above.

4. **TERMINATION OF LEASE:** Either Resident or Landlord may terminate this Lease Agreement at the end of the lease term. Landlord is required to provide Resident with thirty (30) days prior written notice. Resident is required to provide Landlord with thirty (30) days prior written notice. Failure by Resident to give such notice shall cause forfeiture of the Deposit and a renewal of the Lease Agreement on a month-to-month basis for successive one (1) month terms at the current monthly market rent until either party gives fifteen (15) days prior written notice to the other, as provided herein. At the time this Lease Agreement expires, if either party has given notice, Landlord shall have the right during the last thirty (30) days of the term of the Lease Agreement to show the premises to prospective residents.

5. **NOTICES:** Any notice required by this Lease Agreement shall be in writing and shall be delivered in person or mailed by registered or certified mail to Landlord at the address stated in the first paragraph of this Lease Agreement and to the Resident at his unit address unless Landlord receives from Resident written notice to the contrary given in accordance with this provision. Notice to the Association shall be given to \_\_\_\_\_.

6. **ASSIGNMENT OR SUBLETTING:** Resident agrees that he shall not allow any person to share the occupancy of the premises (other than the Resident's minor children) unless the person has executed this Lease Agreement, nor shall Resident keep roommates or boarders, nor assign this Lease Agreement, sublet or transfer said premises, or any part thereof, without the prior written consent of Landlord, which consent may be withheld for any or no reason. Any assignee or sublease must be approved in advance by Landlord and the Association, and such written consent or approval by Landlord and the Association shall in no way affect or relieve Resident of his obligations arising under this Lease Agreement or under the laws of the state.

7. **UTILITIES:** Resident shall pay all charges for electricity, water, sewer, telephone, cable television and gas (all as applicable) furnished to the premise by Landlord or other private or public utilities or service providers. Any temporary interruption or modification beyond Landlord's reasonable control of the utility service provided to the Unit shall not result in liability to Landlord or give rise to a claim for damages, for termination of this Lease Agreement, or for reduction or rebate of the stipulated rent. Landlord shall furnish as part of the rent to be paid hereunder, only the following utilities: \_\_\_\_\_.

8. **USE/OCCUPANCY:** The Unit shall be used for residential purposes only and shall be occupied by the person(s) named in this Lease Agreement and their minor children. Resident shall use the premises only as a private dwelling. Resident agrees not to permit guests, friends or relatives to remain more than thirty (30) days in the Unit without prior written permission of Landlord and the Association. The Unit shall not be used (i) in violation of any federal, state, county and municipal laws and ordinances, (ii) to create a nuisance, or (iii) to cause an increase in the rates for insurance on the premises. Resident agrees to abide by the

rules and regulations attached hereto and all other reasonable rules and regulations, which may be promulgated by Landlord or the Association during the term of this Lease Agreement.

9. **RIGHT OF ACCESS:** Landlord and the Association shall have the right to enter the Unit without notice, for inspection or maintenance during reasonable hours. In case of emergency, Landlord or the Association may enter at any time to protect life or to prevent damage to property.
10. **PROPERTY LOSS:** Landlord shall not be liable for personal injury or death to persons or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms or other causes whatsoever, whether caused by the negligence or willful acts or omissions of Landlord, its agents, contractors or employees. Landlord strongly recommends that Resident secure insurance to protect himself against all of the above occurrences. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, such employee shall not be deemed the agent of Landlord regardless of whether payment is made for such service; and Resident agrees to hold Landlord harmless from all liability in connection with such services.
11. **INDEMNIFICATION:** Resident agrees to indemnify Landlord and the Association and their agents, contractors and employees promptly for all loss and liability arising out of the negligence of Resident, his agents, family or guests, or arising out of Resident's occupancy of the Unit, building or grounds. Resident shall be responsible for all damage resulting from windows or doors left open or unlocked. Such indemnity is due when Landlord's or the Association's representative makes demand. Landlord's or the Association's failure or delay in demanding indemnity shall not be deemed a waiver thereof, and Landlord or the Association may demand same at any time, including after move-out. This paragraph shall survive the expiration or sooner termination of this Lease Agreement.
12. **FAILURE OF LANDLORD TO ACT:** The failure of Landlord or the Association to insist on strict compliance with the terms of this Lease Agreement shall not constitute a waiver of enforcement thereof for future defaults.
13. **ATTORNMEN:** Resident hereby agrees that Resident will recognize as its Landlord under this Lease Agreement and attorn to any person succeeding to the interest of Landlord in respect of the land and buildings on or in which the Unit is located upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of foreclosure in respect of such mortgage. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such mortgagee or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this Lease Agreement made without the express written consent of such mortgagee.
14. **REMEDIES CUMULATIVE/ATTORNEY'S FEES:** All remedies available at law, in equity or under this Lease Agreement shall be cumulative. Whenever any sums due under this Lease Agreement are collected through or by an attorney, Resident shall pay, in addition to such sums due, an amount equal to fifteen percent (15%) of such sums as attorney's fees. Such fees shall be considered additional rent.
15. **REPAIRS:** Resident accepts the Unit in its current "as is" condition. Landlord will make necessary repairs to the Unit to render the Unit tenantable with reasonable promptness after receipt of written notice from Resident unless the repairs are required due to the acts or negligence of Resident or his guests, in which case Resident agrees to pay Landlord immediately the cost of repair. Resident agrees to make maintenance status checks at proper intervals on each smoke alarm located in the Unit and to immediately report any and all defects in writing to Landlord. In the event the hot water, heating/air conditioning, plumbing or other equipment shall need repair, or for any other reason beyond control of Landlord requires reduction or cut off, Landlord shall not be liable for any damage arising out of its failure to furnish such services. Resident shall maintain the Unit, including the fixtures therein, in a clean, sightly and sanitary condition. Resident shall not, without the written consent of Landlord, alter, remodel, or otherwise change the appearance and/or structure of the Unit, building or grounds.
16. **DEFAULT BY RESIDENT:** If Resident (i) fails to pay all rental amounts when due; (ii) fails to reimburse Landlord for damages, repairs or plumbing service costs when due; (iii) materially and/or repeatedly violates this contract or applicable state and local laws; or (iv) abandons the Unit, then in each case Landlord shall have all remedies available at law or in equity including without limitation, acceleration of all sums due hereunder and termination of Resident's right of possession by giving Resident three (3) days notice in writing as provided by law. Notice may be by mail or personal delivery to Resident's Unit. Such termination shall not release Resident from liability for future rentals. If Resident's rentals are delinquent, Landlord shall not be obligated to continue utilities, which are furnished and paid for by Landlord. Resident's absence from the premises for fifteen (15) consecutive days while all or any portion of the rent is delinquent shall be deemed an abandonment of the premises.

If Resident fails to vacate the premises on the expiration or termination date of this Lease Agreement, Landlord shall be entitled to double rent for the holdover period plus attorney's fees. If Resident attempts to remove his/her property from the Unit in contemplation of moving therefrom prior to the end of the contract term, then all monthly rentals which are payable during the remainder of the term shall be accelerated automatically without notice and shall be immediately due and payable. Landlord

shall have all remedies available to it at law and in equity including, without limitation, the right to terminate the Lease Agreement and retake possession of the Unit for the account of Resident, in which case Landlord shall use reasonable efforts to re-let the Unit, and all subsequent rentals received by the Landlord in mitigation of damages (less costs of re-letting) shall be credited to such indebtedness and/or judgment. If the Unit is re-let without any loss of rentals, Resident's deposit shall nonetheless be forfeited as liquidated damages for Landlord's effort, inconvenience, and administrative costs in re-letting the Unit, which forfeiture shall not affect or diminish Landlord's right's of recovering under this Lease Agreement. In order to clear an abandoned Unit, Landlord's representatives may enter the premises and remove and stored property therein. All of Resident's property on the premises (except property exempt by statute) is hereby subjected to the Statutory Landlord's Lien. There shall be no sale or disposition of the foregoing property except pursuant to law. If Landlord prevails in any suit for eviction, for collection of rentals, or for unpaid charges or damages, Resident shall be liable for all costs and reasonable attorney's fees whether incurred before trial, at trial or appeal. Such fees shall be considered additional rent.

17. **CONDITION OF PREMISES:** Taking possession of the premises by Resident shall be conclusive evidence that the premises are suited for the use intended and that the equipment and fixtures, including smoke detector and fire extinguisher, are in good working order. The Resident agrees that no representation as to such order, condition and repair has been made and no promise has been made to decorate, alter or improve the premises unless otherwise specified in a Paragraph titled "Special Provisions" in this Lease Agreement.
18. **MOVE-OUT PROCEDURES:** Whenever Resident moves out, the notice provisions of paragraph 4 hereof will be strictly enforced. If Resident moves from the Unit prior to the expiration date, Resident shall be subject to all provisions of this Lease Agreement. Cleaning shall be in accordance with Owner's written MOVE-OUT CLEANING INSTRUCTIONS. Residents should arrange with Owner's representative for prompt inspection using the MOVE-OUT CHECKLIST form. Any property remaining in the Unit after the termination or expiration of this Lease Agreement shall be presumed abandoned, and may be disposed of or kept by Landlord without liability. Any improvements made by Resident shall, at Landlord's election, become the property of Landlord at the conclusion or termination of this Lease Agreement. Landlord and Resident both agree to notify the Association at least five (5) days prior to Resident's vacating of the premises.
19. **MORTGAGEE'S RIGHTS:** Resident's rights under this Lease Agreement shall, at all times be automatically subordinate and junior to each and every existing or future mortgage, deed of trust or other lien applicable to the premises or its contents, which is now or shall hereafter be placed on the property of which the Unit is a part. If requested, Resident shall promptly execute any document that Landlord may request to verify this subordination.
20. **PETS:** Resident may keep a pet in the Unit subject to the Condominium Rules and Regulations attachment.
21. **SURRENDER OF UNIT:** Whenever under the terms hereof Landlord is entitled to possession of the Unit, Resident will at once surrender same to Landlord in as good condition as delivered to Resident, normal wear and tear excepted, and Resident shall remove all of Resident's effects therefrom. Landlord may forthwith re-enter the Unit and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary without being guilty of forcible entry or detainer, trespass or other tort.
22. **FIXTURES AND FURNITURE:** Resident may, if not in default hereunder and prior to termination of this Lease Agreement, remove all personal property and equipment which Resident has placed in the Unit, provided Resident restores the Unit to its condition existing at the inception of this Lease Agreement. Resident warrants that all personal property placed in the Unit shall be Resident's own property and shall be subject to levy and sale under distress warrant.
23. **RULES AND REGULATIONS:** Resident agrees to observe and comply with all provisions of the Rules and Regulations. See Condominium Rules & Regulations attachment.

Waiver: A failure of Landlord or the Association to insist upon strict performance of this Paragraph 23, shall not be deemed to be a waiver of any of the rights or remedies the Landlord may have and shall not be deemed a waiver of any subsequent breach or default, nor shall such failure give rise to any right or remedy in any Resident.

Interpretation: Landlord's interpretation of this Paragraph 23 and Landlord's decisions based thereon shall be final and conclusive.

24. **LANDLORD'S OBLIGATIONS:** Landlord will: a) comply with all applicable housing, building and health codes; b) maintain all basic structural and service components of the property so that same are capable of resisting normal forces and loads; and otherwise comply with its obligations under Chapter 83, Florida Statutes.
25. **RESIDENT'S OBLIGATIONS:** Resident and those persons in the unit or on the Condominium premises with Resident's permission shall be obligated to comply with its obligations under Chapter 83, Florida Statutes and the Governing Documents.

26. **GENERAL:** All of Resident's statements made in the rental application were relied upon by Landlord in executing this Contract and any misinformation therein shall be considered cause for termination by Landlord of Resident's right of occupancy. In the event there is more than one Resident, each Resident is jointly and severally liable for each provision of this Lease Agreement. Each of the undersigned states that he is of legal age to enter into a binding contract for lodging, unless otherwise indicated herein. All obligations hereunder are to be performed in the county where the Unit is located. If any provisions of this Lease Agreement, or any part thereof, shall be determined to be invalid by any court of competent jurisdiction, the remaining portions thereof shall nevertheless remain in full force and effect. The waiver by Landlord or its agent of any one breach of any provision in this Lease Agreement shall not be considered a waiver of that or any other provision herein. This Lease Agreement shall be binding upon the parties hereto, their heirs, assigns and legal representatives.

Resident shall not for any reason withhold or reduce Resident's required payments of rentals or other charges provided in this Contract, it is being agreed that the obligations of Landlord hereunder are independent of Resident's foregoing obligations. Any taxes that may be imposed by governmental authority, whether they are sales, use, or resort taxes, shall be the sole obligation of the Resident. For the purposes of Chapter 83.56, Florida Statutes, all monies payable by Resident hereunder shall be deemed "Rent", see also F.S.83.43(6)(1993). Time is of the essence of this Lease Agreement.

27. **RESIDENT CERTIFICATIONS. RESIDENT HEREBY:**

- (a) Certifies the accuracy of the statements made in the Income Certification, if such certification is required;
- (b) Agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his tenancy that he/she will comply promptly with all requests for information with respect from Landlord, and that his failure to provide accurate information in the Income Certification, if required, or refusal to comply with a request for information with respect thereto shall be deemed a violation of substantial obligation of his tenancy;
- (c) Agrees not to sublease to any person or family who does not execute and deliver to Landlord an Income Certification which meets the applicable criteria, if required; and
- (d) Application: This Lease Agreement is subject to verification of the information supplied by Resident on the application. In the event the information provided appears to Landlord to be false or incomplete in any material respect, Landlord may terminate this Lease Agreement upon written notice to Resident, whereupon Landlord will have all remedies available to it at law and in equity.

28. **LEASE CONTRACT MILITARY TRANSFER:** Landlord agrees to terminate this Lease Agreement and refund the full Deposit to Resident (less any damages and cleaning charges) in the event of a PCS (Permanent Change of Station) transfer to a new facility located at least thirty (30) miles from Resident's current employment facility, provided on or before moveout:

- day
- (a) Resident gives Landlord thirty (30) days prior written notice of Resident's intention to vacate and pays rent for such 30-day period,
  - (b) Resident furnishes Landlord with written verification of such transfer by a copy of the military orders;
  - (c) Resident leaves the unit in its original condition, normal wear and tear excepted; and
  - (d) Resident pays Landlord all monies due at time of move-out.

The deposit will be returned to Resident within fifteen (15) days after the unit is vacated, provided Landlord has been notified of the forwarding address.

29. **MAXIMUM OCCUPANCY:** The Maximum Occupancy allowed by the Governing Documents and the Landlord for a one (1) bedroom unit is two (2) persons, for a two (2) bedroom unit is four (4) persons and for a three (3) bedroom unit is six (6) persons. If at any time during the term of this Lease Agreement, the number of persons occupying the Unit exceeds these established occupancy levels, Landlord reserves for itself and the Association the right to terminate this Lease Agreement by giving thirty (30) days written notice to vacate premises.

30. **INSURANCE:** Landlord has insurance coverage for damages to Landlord's own property, which is for the sole and exclusive benefit of Landlord; Therefore, Resident should obtain insurance coverage for itself, its personal belongings and liabilities associated with its occupancy of the Unit.

31. **SECURITY LIABILITY:** Resident has inspected all locks, latches, windows and doors and agrees that they are in good condition and acceptable. Resident will promptly notify Landlord in writing if any of these items is damaged in order that same may be repaired. Although Landlord and the Association believes that the Condominium and the units within it are adequately protected against crime, neither Landlord nor the Association can warrant, insure, or guarantee that crime will not occur. Resident understands and agrees that the risk of crime always exists, and Landlord and the Association are not furnishing and do not undertake to furnish any security system or guard service. Landlord and the Association assume no responsibility for any aspect of security and Resident expressly assumes the risk of living in the Condominium and agrees that Landlord shall not be responsible for any crimes against Resident, Resident's guests or otherwise. Except as prohibited by law, Resident shall indemnify and hold harmless Landlord and the Association against all claims arising out of, or accruing with respect to, any claim by Resident's guests, whether caused by the negligence of Landlord or the Association or otherwise.
32. **DAMAGE/DESTRUCTION:** If the Unit shall be damaged by fire, rain, wind or other cause beyond the control of Resident, and insurance proceeds for the full cost of repairing same are made available to Landlord, then the Unit shall be repaired within a reasonable time at the expense of Landlord unless Resident is liable for the damage. In case of total or substantial damage or destruction of the Unit by fire or otherwise, the rent shall be paid up to the time of such destruction, and from thenceforth the Lease Agreement shall cease and terminate, at Landlord's election. Landlord's determination of the extent of damage shall be conclusive. If insurance proceeds are not made available to Landlord in an amount necessary to rebuild the Unit, Landlord may terminate this Lease Agreement at Landlord's discretion.
33. **HAZARDOUS MATERIALS:** Resident hereby acknowledges that the rental unit may contain materials which include, but are not limited to radon gas, asbestos, lead, formaldehyde, mold, insecticides, etc., which may be hazardous to human health. By leasing the unit with this knowledge, the Resident assumes, to the maximum extent possible, the risk of all possible adverse effects of said hazardous materials.
- Certain portions of the Unit, including walls, insulation, floor material, and ceiling material, may be constructed with asbestos containing materials. The risk of asbestos-related disease depends upon exposure to airborne asbestos fibers which may be released if asbestos containing materials are disturbed by activities such as drilling, abrading, sawing, grinding, crushing, sanding and the like. You are prohibited under the terms of this Lease Agreement from disturbing, altering or modifying the structure of the Unit. This includes, without limitation, drilling and hammering into the ceiling, moving walls, or disturbing floor material. If it becomes necessary to make repairs or alterations to any portion of the Unit, notice of required repairs should be provided in writing to your Landlord. If the ceiling, walls, floor material deteriorates, or are in need of repair, written notice should immediately be provided to Landlord.
34. **STATUTORILY MANDATED NOTIFICATION CONCERNING RADON GAS:** As required by Section 404.056(8), Florida Statutes, Landlord notifies Resident as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
35. **FURNISHINGS:** Resident acknowledges that the Unit is equipped with a range/oven, range hood, dishwasher, refrigerator, icemaker hookup, microwave oven and food waste disposal (herein called "Personal Property") which is the property of Landlord. The Personal Property provided is for use by Resident as a courtesy of Landlord and the rents herein stipulated do not recognize use by Resident of such items and those items may be removed at Landlord's option at any time without Resident's consent.
36. **SOLICITING:** Any soliciting within the Condominium is strictly forbidden. Should a solicitor appear, please notify the management office so that appropriate action may be taken.
37. **LEASE PROVISIONS:** Should any provision contained in this Lease Agreement be found unenforceable by an appropriate court of law, the unenforceability of the provision shall not affect the remaining provisions contained in this Lease Agreement.
38. **DRUG-FREE HOUSING:** In consideration of the execution or renewal of a Lease Agreement of the Unit identified in the Lease Agreement, Landlord and Resident agree to the following:
- (a) Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity on or near the premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 USC 802)).

- (b) Resident, any member of Resident's household, or a guest or other person under Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the Condominium.
- (c) Resident or member of the household will not permit the Unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (d) Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the Condominium or otherwise.
- (e) Resident, any member of Resident's household, or a guest or other person under Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the Condominium.
- (f) Violation of any of the above provisions shall be a material violation of this Lease Agreement and good cause for immediate termination of the Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- (g) In case of conflict between the provisions of this section and any other provision of this Lease Agreement, the provision of this section shall govern.

39. **HEADINGS:** These headings are for convenience only and are not intended to be used in the construction of any of the provisions contained herein.

40. **ENTIRE AGREEMENT:** This Lease Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding on the parties hereto.

41. **SPECIAL PROVISIONS:** The following special provisions are hereby incorporated into this Lease Agreement by reference herein: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_