

Meadow Wood Property Company
APARTMENT LEASE

REV 4-8-09

Apartment Address <u> </u> S.E. 5 TH CIRCLE, APT # <u> </u> OCALA, FL 34471			Lease Date	Initial Lease Term Beginning: Ending:
Monthly Rent \$	Prorated Rent (if any) \$	Security Deposit \$	Pet Fee (if any) \$	Prepared by: Stephanie Klapp
Pet Rent: \$ -0-		Pet Deposit \$		

RESIDENT NAME(S):

NAMES AND BIRTH DATES OF CHILDREN:

_____	_____
_____	_____
_____	_____

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ADDITIONAL AGREEMENTS (IF ANY):

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This is a lease between the above named Resident(s) and the below named Landlord (through its agent if one is named) for the apartment dwelling described above. It (and any contemporaneously executed additional agreements) is the entire agreement between Resident(s) and Landlord and may be modified only in writing. As used in this lease, "you" means the resident (tenant) or residents whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS.** It was executed by the Resident(s) and the Landlord on the above "Lease Date."

BY SIGNING THIS RENTAL AGREEMENT YOU AGREE THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF YOUR PERSONAL PROPERTY.

RESIDENT SIGNATURE(S):

LANDLORD: **Meadow Wood Property Company**

MANAGING AGENT **Stephanie Klapp**

COMMUNITY: **Forest Hills Apartments**

2404 S.E. 5th Circle, Ocala, FL 34471
(community address)

By: _____
(signature)

1. SECURITY DEPOSIT:

A. Your security deposit will be held as indicated below:

Deposited in a separate interest bearing non-interest bearing account with:

Wachovia Bank, Tampa, FL, 33602. You will receive 75% of any interest paid on your deposit but not more than 5% per year.

Commingled with our other funds, and we have posted a surety bond. You will receive 5% annual interest.

B. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the premises caused by you or your invitees.

C. The following is Florida Statute 83.49(3) which we are required to provide to you:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address). If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant shall object to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her 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 the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section 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 Florida Statutes.

2. RENT: You agree to pay the monthly rent indicated above at the Landlord's address on or before the 1st day of each month. If prorated rent is indicated, it is the amount due for the first calendar month of the lease. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one resident. Payments may not be made by third party checks. Payments may not be made in cash. If the rent is paid after the 5th day of the month, a late charge of **\$30.00** will be due, plus an additional charge of **\$3.00** per day for each day thereafter until the rent is paid in full, all as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in Florida Statutes. If your check is dishonored by your bank, you must pay us a service charge of **\$30.00** plus any other charges and penalties provided by Florida law and plus any accrued late charge. If two of your checks are dishonored while a resident of this community, you must pay future rent by cashier's check or money order. We are not required to redeposit a dishonored check. You must pay to us any sales or other taxes, which are due on your rental payments. Any monies that you owe to us are deemed rent under this lease. Payments, at our option, may first be applied to any outstanding balance.

3. RENEWAL: This lease will continue as a month-to-month lease after the initial term unless or until either you or we give the other at least thirty days written notice of termination. Termination must be the last day of the initial term or the last day of a subsequent calendar month. Rent may be increased after the initial term upon not less than 30 days notice.

4. UTILITIES: We pay for the following utility services for your apartment: Water and Limited Pest Control. You must obtain electric service for your apartment. If separately metered you must pay water and sewer charges each month within the payment grace period as additional rent. If you do not presently have separately metered water/sewer, we may add separate metering during this lease and the cost of those utilities will be considered as additional rent. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric service.

5. OCCUPANCY: Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than 7 consecutive days or 14 total days during the term of the lease. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than 14 days, you must notify us in writing.

6. PETS: No pets may enter or be kept in the apartment or on the premises without our written consent.

7. DEFAULT AND REMEDIES: If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of your keys, or re-entry or any other action be considered as a termination of the lease or retaking for our own account. You must pay rent for the entire term of the lease or until we re-rent your dwelling if you vacate before expiration of your lease term. If you do not fulfill the original term or renewals of this lease, you agree to pay \$30.00 for each remaining month or fraction as a liquidated damage for our re-rental expenses, in addition to any other amount due including, for example, for any physical damage or unpaid rent. If you or your invitee engages in criminal activity on the premises, such action will be a default for which your lease may be immediately terminated. In addition to any of the foregoing, you and we have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover

reasonable attorney's fees and litigation costs. Landlord shall be entitled to recover costs of collection even in the event that there is no judgement.

8. HOLDOVER: If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.

9. NOTICES: Any notices from us to you will be deemed delivered when mailed to you at your apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from you to us will be deemed delivered when received at our office, certified mail, return receipt requested, or personally delivered to our office staff during normal business hours.

10. RIGHT TO ENTER: You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law.

11. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense.

You must immediately notify us in writing of any needed maintenance or repair. You must inspect your smoke detector at least once a month to determine if it is working properly and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if required.

12. ALTERATIONS: You may not make alterations or additions, nor install or maintain in the apartment, or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. Any alterations, additions, or fixtures, which are made or installed, will remain a part of the apartment, unless we specifically agree otherwise.

13. LIABILITY: We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

14. SECURITY: We do not provide and have no duty to provide security services for your protection or the protection of your property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services to protect you, your family, or others, or your property from the criminal or wrongful acts of others. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer.

15. FIRE AND CASUALTY: If your apartment becomes uninhabitable because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within 30 days. If we elect to repair, and if the damage is not due to your fault, your family's, or invitee, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment, which would in any way affect our fire and extended coverage insurance, be a violation of law, or otherwise be a hazard.

16. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease. You and we waive any right to demand a jury trial concerning the litigation of any matters arising between us.

17. POSSESSION: If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 30 days or the lease may be voided at our option. We will not be liable for any loss caused by such delay or termination.

18. APPLICATION: If any information given by you in your application is false, we may, at our option, terminate this lease. You will notify us promptly in writing of any change in the information provided to us in your application.

19. RADON GAS: We are required by Florida Statute 404.056(8) to give the following notification to you. *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.*

20. RENTAL CONCESSIONS: If you fail to complete the full lease term, whether by default on the provisions of this lease or exercising the provision of Early Termination, you will be required to pay back any rental concessions given in addition to the other provisions in this lease.

21. EARLY TERMINATION: You may terminate this lease at any time before the original expiration by (a) giving 45 days prior written notice; (b) paying all monies due through the date of termination prior to vacating; (c) paying the greater of one month's rent or 1/4 of the balance due under this lease as liquidated damages; (d) paying a prorated portion of expenses for cleaning and repainting based on the ratio of the numbers remaining in the initial term to the number of total months in the initial lease term; and (e) forfeiture of your security deposit. The foregoing does not relieve you of your liability for any damage or excessive cleaning.

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

- (a) Except for automobiles and non-commercial small trucks, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers, and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and repair. They must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your invitees of these vehicle policies, and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your invitees for the towing of their vehicles for violation of these policies; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your invitees may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident without our written consent.
- (b) No vehicle maintenance or repairs or similar activities may be performed on the premises.
- (c) Solicitation by you or others is not allowed on the premises.
- (d) Nothing may be attached to or extended from the outside of any apartment or building except by us.
- (e) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.
- (f) No noise, music, or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited.
- (g) No spikes, adhesives, screws, hooks, nails, or the like may be driven into or applied to the walls, or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.
- (h) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.
- (i) No signs or other objects, which we deem to be unsightly, may be displayed in your windows or elsewhere on the premises.
- (j) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited. Water leaks must be promptly reported to us.
- (k) If you see mold or mildew or if you smell a musty odor in your apartment, it must be promptly reported to us.
- (l) If you see mold or mildew or if you smell a musty odor in your apartment, it must be promptly reported to us.
- (m) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and outdoor furniture are permitted on patios and balconies. We may further limit what is placed in outside areas.

RESIDENCY AGREEMENT - EXHIBIT A

1. This document is incorporated into and shall become a part of that certain Residency Agreement by and between **Forest Hills Apartments** and Resident(s) and dated .

Normal wear and tear shall mean:

- A. Provided the resident occupies the apartment AT LEAST seven (7) months, complies with all terms of lease agreement, Management shall assess NO CHARGES against the security deposit for the following.
1. Painting of walls (one coat)
 2. Shampooing of carpets
- B. Should resident occupy the apartment LESS than seven (7) months, a pro-ration charge will be assessed for any of the above listed work required. Pro-ration will be base on the following charges:

	<u>1 BDRM</u>	<u>2 BDRM/ 2 BATH</u>	<u>3 BDRM / 2 BA</u>
Painting	\$125.00	\$160.00	\$180.00
Shampooing	\$ 45.00	\$ 50.00	\$ 80.00
Touch-Up Paint	\$ 55.00	\$ 75.00	\$ 90.00

2. Normal Charges: We do not consider general cleaning of any kind to be condition of normal wear and tear. Listed below are cleaning and/or replacement charges that will be applied against the security deposit:

CLEANING (minimum charges) :		REPLACEMENTS (flat charge) :	
Oven	\$ 25.00	Door keys	\$ 30.00
Range top	15.00	Mail box keys	20.00
Vent hood	10.00	Drip pan 8"	4.00
Refrigerator	15.00	Drip pan 6"	3.00
Counters/Cabinets	10.00	Door bell/ Viewer	10.00
Dishwasher	10.00	Interior door	65.00
Patio window	5.00	Door frame	25.00/ up
Balcony	5.00	Entry door/ Jam	125.00
Bathub/Shower/Enclosure	15.00	Light globes	10.00 ea.
Bathroom sink	2.00 ea.	Broken/missing screens	25.00 / up/ea.
Commode	5.00 ea.	Broken/missing windows	45.00/ up
Bath cabinets	2.99	Drapery replacement/ per drape	30.00/ up
Mirrors	2.00 ea.	Mini-blind replacement	40.00 ea.
Vacuum carpet	5.00	Vertical Blind Replacement	100.00 ea.
Carpet stains	15.00/ up	Smoke alarm	15.00
Holes in walls	2.00/ up	Special extermination	25.00
GENERAL CLEANING (hourly):		Crisper trays	25.00
Trash removal	15.00/ hr	Wallpaper	75.00/ up
Wash mini-blinds/Vert	10.00 min/ea.	Carpet replacement	Actual Cost
Furniture removal	10.00 min/ea.	Pet Damage	Actual Cost

Nothing herein shall be constructed as limitation upon rights to pursue cause for damages no specifically listed hereon.

_____, 20____
(Date)

(Resident Signature)

(Resident Signature)