

**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL
HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME,
CONDOMINIUM, OR COOPERATIVE**

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)
(FOR A TERM NOT TO EXCEED ONE YEAR)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

A BOX (☐) OR A BLANK SPACE (_____) INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES (EXCEPT CHANGES MADE DIRECTLY BY LANDLORD AND/OR TENANT) OR ADDITIONS (EXCEPT SUPREME COURT-APPROVED EXHIBITS TO THIS LEASE OR ATTACHMENTS ADDED BY LANDLORD AND/OR TENANT) TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

Part II, Chapter 83, Florida Statutes, entitled Florida Residential Landlord and Tenant Act is referenced as the "Act" and is attached hereto.

1. **TERM AND PARTIES.** This is a lease (the "Lease") for a period of (select one):

1. _____ Nine (9) months, beginning August 15, 202____ and ending May 14, 202____
("Academic Year")
2. _____ Four and a half months (4.5) months, beginning August 15, 202____
and ending December 31, 202____ ("Fall Semester")
3. _____ Four and a half months (4.5) months, beginning January 1, 202____
and ending May 14, 202____ ("Spring Semester")
4. _____ () months, beginning _____, 202____ and ending
_____, 202____ ("Summer Semester")

(the "Lease Term") between The Eta House Corporation of the Sigma Chi National Fraternity, Inc. and _____ [name of person to whom the property is leased]. In the Lease, the owner whether one or more, of the property is called "Landlord." Landlord represents that he/she/it has the right to enter into this Lease. Landlord may appoint and authorize a third-party to collect the rent payments and any other charges due under the Lease and to perform any of Landlord's obligations in the Lease. All persons to whom the property is leased are called "Tenant.")

If and when included within the definition of "Tenant" as used in the Lease, there is more than one person or entity, each such person or entity, along with any co-signors, shall be

Landlord (____) and Tenant (____) acknowledge receipt of a copy of this page which is

jointly and severally liable for all the terms of the Lease and all the obligations of “Tenant” under the Lease.

Landlord and Tenant contact information may be circulated to all parties after full execution of the Lease.

Landlord’s E-mail address: Etaiota.hcp@gmail.com
Landlord’s Telephone Number: 386-405-1954
Landlord’s Address 2985 Princess Amelia Ct
Fernandina Beach, FL 32034

Tenant’s E-mail address: _____
Tenant’s Telephone Number: _____

The Premises (as defined below) shall be occupied only by the Tenant.

2. PROPERTY RENTED. Landlord leases to Tenant:

Room no. _____ in the building located at 520 S. Ridgewood Avenue known as Eta Iota Fraternity House, Daytona Beach, Florida 32114, together with the following furniture and appliances specifically referenced herein:

In Common Area for non-exclusive use

oven, microwave, light fixtures, smoke detectors, sofas, tables, chairs

In Room

light fixtures, smoke detector

_____ ceiling fan(s)- depends on room
_____ blinds- depends on room

In this Lease the property leased to Tenant, including furniture and appliances, if any, is called the “Premises.”

- 3. COMMON AREAS.** The Common Areas are part of the Eta Iota Fraternity House. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the Common Area Lease (the “Commercial Lease”), the Eta Iota Chapter House Rules and Regulations and other regulations associated therewith, of which the Premises are a part, including, without limitation, the Embry-Riddle Aeronautical University Code of Conduct, the Sigma Chi National Fraternity Guiding Policies and any other restrictions, rules, and regulations (collectively the “Rules”), now existing or hereafter adopted, amended, or repealed.

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4. **RENT PAYMENTS AND CHARGES.** Tenant shall pay the total rent for the Premises in the following amounts (excluding taxes) for the Lease Term.

- a. For Academic Year leases, the total rent is \$5,525. The rent shall be payable by Tenant in advance in installments as follows:
 - i. The rent for the first semester (August 15, 2026- December 31, 2026) in the amount of \$2,762.50 shall be due on or before August 15, 2026.
 - ii. The rent for the second semester (January 1, 2027- May 14, 2027) in the amount of \$2,762.50 shall be due on or before January 15, 2027.

Tenant shall have the option to make monthly rental payments in the amount of \$650 per month, in which case rent shall be due on the 15th of the month. The rent for the period from December 15, 2026 through January 14, 2027 is \$325 and due on December 15, 2026.

- b. For Fall Semester only or Spring Semester only leases, the total rent is \$2,762.50.
 - i. The rent for the Fall Semester in the amount of \$2,762.50. shall be due on or before August 15, 2026.
 - ii. The rent for the Spring Semester (January 1, 2027- May 14, 2027) in the amount of \$2,762.50. shall be due on or before January 15, 2027.

Tenant shall have the option to make monthly rental payments in the amount of \$650 per month, in which case rent shall be due on the 15th of the month. The rent for the period from December 15, 2026 through December 31, 2026 is \$162.50 and due on December 15, 2026. The rent shall also be prorated from January 1, 2027 through January 14, 2027 is \$162.50 and due on January 1, 2027.

- c. For Summer Semester leases, the total rent is \$ _____. The rent in the amount of \$ _____ shall be due on or before _____. Tenant shall have the option to make monthly rental payments in the amount of \$650 per month, in which case rent shall be due on the 15th of the month. The rent is pro-rated for partial months.

Tenant shall make rent payments through TenantCloud.com. Any other charges required to be paid under the Lease can also be paid by personal check or automated clearing house (ACH). Payment is not considered made until such payment is collected.

Any other charges shall be payable to Landlord and mailed to 6 Sue Circle, Huntington, NY 11743.

If Tenant makes a rent payment or any other payment required to be paid under the Lease with a bad check, a worthless check, a dishonored check, or a non-sufficient funds payment (collectively, "Bad Check"), Landlord may require Tenant to pay all future payments by money order, cashier's check, official bank check or such other means as determined by Landlord in written notice to Tenant and to pay fees in the amount of \$_____ (not to exceed \$25.00, or 4% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge owed for a Bad Check is hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

5. SECURITY DEPOSITS, ADVANCE RENT, AND OTHER CHARGES.

a. Security Deposit. In addition to the rent payments described above, Tenant shall pay a security deposit of \$650, to be paid on or before the first day of the Lease Term.

Landlord shall hold the money in a non-interest-bearing account in a Florida banking institution for the benefit of Tenant. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord.

If Landlord rents five (5) or more dwelling units, then within thirty (30) days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant, in writing, of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made. By signing this Lease, Tenant confirms receipt of said information.

Axos Bank, Florida.

In the event that Landlord changes the manner or location in which the deposit is held, Landlord will notify tenant within 30 days after the change.

Resident acknowledges the following disclosures as required by Florida law:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD

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STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEYS FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS

b. Late Fees. Tenant shall pay a late fee in the amount of \$35.00 (if left blank, 4% of the rent payment) for each rent payment made after 5 pm on the 18th of the month. The late charges are hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

Tenant shall not be entitled to move into the Premises or to receive keys to the Premises until all money due prior to occupancy has been paid. If no date is specified in this Section, then funds shall be due prior to Tenant occupancy.

Unless otherwise noted above, any funds due under this Section shall be payable, to Landlord via TenantCloud.com or as otherwise set forth in Section 4 of this Lease. Any fees or charges designated in this Section, which are due after occupancy, shall be paid accordingly.

6. **NOTICES.** All notices to Landlord must be sent to Landlord at Landlord's Address set forth above, unless Landlord gives Tenant written notice of a change or authorizes a third-party to receive notice as designated below. Landlord shall provide a copy of this signed Lease to Tenant upon Tenant's request.

The parties have agreed to electronically deliver via e-mail any notices required under Florida Statutes Chapter 83. See Exhibit C.

The parties may communicate by text; however, any notices required under Florida Statutes Chapter 83 must also be sent via e-mail.

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7. **USE OF PREMISES.** Tenant shall use the Premises only for residential purposes. Tenant, and all other persons on the Premises, also shall obey and comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises, and all rules and regulations of the Landlord, including those referred to or set forth in the Common Area Lease Agreement. Landlord has given Tenant notice of any restrictions, rules and regulations affecting the Premises. Subject to the terms of the Lease, Tenant shall have exclusive use and right of possession to the Premises.

Tenant acknowledges and agrees that, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the Rules. Tenant further acknowledges and agrees that Tenant will comply with any restrictions, restrictions, rules, and regulations outlined in the Rules.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than three consecutive days or more than five days within any three-month period, unless Landlord has given prior written approval. Landlord reserves the right to limit or deny access to any guest, with or without cause.

Tenant ☐ may or ☒ may not (if blank, may not) keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. If Tenant may keep pets or animals, the pets or animals described in this Section are permitted on the Premises:

(If applicable, specify number of pets, type(s), breed, maximum adult weight of pets.)

Please see Section 25 for information on making a reasonable accommodation request.

Smoking ☐ is or ☒ is not permitted in the Premises (if blank, is not).

Vaping or Electronic Cigarettes ☐ are or ☒ are not permitted in the Premises (if blank, are not).

Tenant shall not use, keep, or store on the Premises any dangerous, explosive, toxic, or flammable materials, which might increase the probability of fire or damage on the Premises, or which would increase the cost of insuring the Premises, without Landlord's written consent. Tenant shall not create any environmental hazards on or about the Premises. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, Tenant ☒ may or ☐ may not (if blank, may not) hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

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8. **MAINTENANCE.** Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:

(a) Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises and the Act. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs (if applicable), porches, windows, doors, exterior walls, screens, foundations, floors, steps, and all other structural components, and keep the plumbing in reasonable working order.

(b) Elective Maintenance. Fill in each blank space in this Section with "LL" for Landlord or "T" for Tenant, to show who will maintain the item noted. If a space is left blank, Landlord will be required to maintain that item.

____ LL ____	Smoke detection devices
____ LL ____	Extermination of rats, mice, roaches, ants, and bedbugs
____ LL ____	Extermination of wood-destroying organisms
____ LL ____	Locks
____ T ____	Clean and safe condition of outside areas
____ T ____	Garbage removal and outside garbage receptacles
____ LL ____	Running water
____ LL ____	Hot Water
____ L/T ____	Lawn/Shrubbery
____ LL ____	Heating
____ LL ____	Air conditioning/Cooling
____ LL ____	Heating and air conditioning filters
____ T ____	Furniture
____ LL ____	Pool/Spa/Hot Tub (including filters, machinery, and equipment)
____ N/A ____	Water Treatment
____ LL ____	Ceilings
____ LL ____	Interior Walls
____ T ____	Appliances
_____	Other: _____.

Tenant shall notify the Landlord at etaiota.hcp@gmail.com and 386-405-1954 (telephone number) of maintenance and repair requests.

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the replacement of equipment on items in need of major repair or replacement despite Tenant's proper maintenance. Major repair is a repair that costs more than \$0 to remedy. Tenant shall not be required to pay for any portion of the costs associated with major repairs or the replacement of equipment.

Tenant shall be required to vacate the Premises, for a period of time not to exceed four (4) days, on seven (7) days' written notice, if necessary, for extermination services pursuant to this

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Section. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this Section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

(c) Tenant's Required Maintenance. Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
2. Comply with all Rules, now existing or hereafter adopted by the Landlord, Embry-Riddle Aeronautical University and the Sigma Chi National Fraternity;
3. keep the Premises clean and sanitary;
4. remove all garbage from the Premises in a clean and sanitary manner;
5. keep all plumbing fixtures in the Premises clean and sanitary;
6. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and
7. be responsible for the full costs of the replacement/repair of any lost or broken keys, gate cards, fobs, garage door remotes, and any other access item issued to Tenant in connection with the Lease, including access to any common areas.

9. **UTILITIES.** Tenant shall pay all utilities and utility services to the Premises during the Lease Term and all charges for hook-up, connection, and deposit for activating and providing all utilities and utility services to the Premises during the Lease Term, except for Water, Sewer, Gas, Internet and Pest Control, which Landlord agrees to provide at Landlord's expense. Any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall be due as additional rent unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency in which case any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall never be treated as rent and are due and payable separately.

10. **SERVICEMEMBER.** If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or the United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

11. **LANDLORD'S ACCESS TO PREMISES.** Landlord may enter the Premises in the following circumstances:

- (a) At any time for the protection or preservation of the Premises.
- (b) After at least twelve (12) hours-notice to Tenant, between the hours of 7:30 am and 8:00 pm, for the purpose of repairing the Premises.

Landlord (____) and Tenant (____) acknowledge receipt of a copy of this page which is
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(c) To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

1. with Tenant's consent;
2. in case of emergency;
3. when Tenant unreasonably withholds consent; or
4. if Tenant is absent from the Premises for a period of at least one-half a rental

installment period (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).

12. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

13. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Landlord shall, at its cost and expense and with due diligence, cause such damage to be repaired as necessary to restore all damaged portions of the Premises to the condition existing prior to the casualty. If the damage is such that the Premises are completely uninhabitable or cannot be repaired and restored within thirty (30) days from the casualty, Tenant may terminate the Lease within thirty (30) days after the casualty by (1) vacating the Premises within such thirty (30) day period and (2) delivering written notice to the Landlord of such termination and vacation, which notice shall be sent to Landlord pursuant to Section 7 within the thirty (30) day period after the date of damage or destruction. If Tenant vacates the Premises and delivers the notice within the thirty (30) day period after damage or destruction to the Premises, Tenant is not liable for rent that would have been due after the date of the casualty and Landlord shall immediately return the security deposit or advance rent paid by Tenant within thirty (30) days of the date Tenant vacates the Premises or delivers of notice of termination, whichever comes first. If Tenant vacates the Premises, but fails to provide Landlord with written notice as set forth herein, Tenant shall be liable for payment of rent for the month immediately following the date of casualty. Additionally, Tenant may vacate the portion of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the Tenant's use and occupancy of the Premises is completely impaired and the Premises have been deemed uninhabitable in writing by a local government housing agency or building official, Landlord may terminate the Lease within thirty (30) days after the housing agency or building official declares the Premises uninhabitable

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and Tenant shall immediately vacate the Premises and Landlord shall immediately return the security deposit or advance rent paid by Tenant within fifteen (15) days of Tenant vacating the Premises. Tenant is not liable for rent that would have been due after the date of damage or destruction. In the absence of a declaration from a local governing body, building official, or court of competent jurisdiction, that the Premises are uninhabitable, Landlord shall have no right to terminate the Lease due to casualty or damage not caused by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent.

14. **DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease; need to determine whether there has been a default of the Lease; and/or need information on what remedies are available for such failure or default, refer to the Act, including Sections 83.55, 83.56, 83.58, 83.59, and 83.595, Florida Statutes, which contain information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.
15. **ASSIGNMENT/SUBLEASING.** Tenant ☐ may or ☒ may not (if blank, may not) assign the Lease or sublease (lease to another) all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.
16. **RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable for any loss, damage or injury sustained by Tenant, Tenant's family, agents, employees, guests, or visitors, within any common areas. Notwithstanding the foregoing, nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct. Tenant is strongly encouraged to carry insurance covering Tenant's personal property and tenant liability insurance.
17. **SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
18. **LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Premises, at Tenant's request, that the Lease does not allow any liens to attach to Landlord's interest.
19. **RENEWAL/EXTENSION.** A new lease is required for each year.
20. **LEAD-BASED PAINT.** ☒ Check and complete Exhibit A, the "LEAD WARNING STATEMENT ADDENDUM", if the Premises was built before January 1, 1978 (the term Lessor

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refers to Landlord and the term Lessee refers to Tenant when used in the Exhibit B).

21. **KEYS AND LOCKS.** Landlord shall furnish Tenant with one set of keys to the Premises, which shall be returned to Landlord or House Officer at the end of Lease Term.
22. **ATTORNEYS' FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.
23. **HURRICANE AND WINDSTORMS.** Tenant acknowledges that a windstorm, tropical storm, named storm or hurricane ("Major Storm") may strike any area throughout Florida with little or no notice, and because of this, the Premises may suffer damage or loss. Tenant further acknowledges that the Premises is not a designated hurricane shelter and it is strictly the Tenant's choice to remain on the Premises during any Major Storm event. In the event of any hurricane/tropical storm watch, hurricane/tropical storm warning, or any watch or warning relating to a Major Storm event, Tenant agrees to promptly bring in all of Tenant's personal belongings from any balconies, patios, walkways, or common areas, which are not securely anchored. If Tenant fails to do so, Tenant agrees to assume all risk of damage to Tenant's personal belongings and to indemnify Landlord for any damage or injury to property or person caused by or resulting from Tenant's failure to remove or securely anchor such personal belongings from any balconies, patios, walkways, or common areas. Tenant understands that Landlord is under no obligation to protect Tenant's personal property that is located within or on the Premises; therefore, Tenant should take reasonable measures to protect himself or herself and to protect his or her personal property that is located within or on the Premises. Landlord hereby affirms ☒ that the Premises ☐ does or ☒ does not come with shutters (if no box is checked, Does Not). If there are shutters on the Premises, either Tenant is authorized, but not obligated, to install such shutters in the event of a Major Storm or Landlord will install such shutters in the event of a Major Storm (if no box is checked, Landlord). Tenant acknowledges and agrees that improper installation of any shutters may result in extensive damage to the structure of the Premises for which the installing Tenant will be fully liable for any damage caused to Tenant's personal property. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the Premises, Landlord will do so at least twelve hours before a Major Storm is expected to arrive. The parties agree that installation of plywood is or is not permitted on the Premises (if no box is checked, Is Not). In the event Tenant is permitted to install plywood on the Premises, and elects to do so, Tenant will be responsible for repairing any holes and damage to the Premises caused by the installation of the plywood.

Tenant agrees that Landlord's provision and installation of storm shutters on the Premises shall not be construed as the Landlord's assumption of responsibility or protection of the Tenant's personal property, nor shall it be construed as the Landlord's warranty against any damages within the Premises. Tenant hereby agrees to waive any claims against Landlord for any damage or loss directly attributable to any Major Storm. Tenant understands that, in the event a state of

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emergency is established by the state of Florida, Landlord may have to prioritize any requests to install storm shutters, in order of severity. In this circumstance, Landlord will make every attempt to quickly respond to Tenant's requests; however, Tenant understands that a response may take longer than Landlord's normal response time.

Tenant is strongly encouraged to obtain renters' insurance and flood insurance policies that protect Tenant's personal property.

Tenant must abide by all governmental requirements regarding evacuation.

24. MISCELLANEOUS.

(a) Time is of the essence of the performance of each party's obligations under the Lease. Unless otherwise indicated, days shall refer to calendar days.

(b) The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

(c) The agreements contained in the Lease set forth the complete full, and exclusive understanding between the parties as to its subject matter and shall supersede any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any amendments to the Lease shall be effective and binding on the parties only if any such amendments are in writing and signed by the parties.

(d) If any term or provision of the Lease shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of the Lease, shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

(e) No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

(f) All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

(g) A facsimile, scanned copy, or electronically signed copies of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.

(h) The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

(i) Landlord and Tenant will use good faith in performing their obligations under the Lease.

(j) As required by law, Landlord makes the following disclosure: "RADON GAS" Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Landlord (____) and Tenant (____) acknowledge receipt of a copy of this page which is

25. REASONABLE ACCOMMODATION REQUEST. A Tenant with a disability may request that Landlord provide Tenant with a reasonable accommodation pursuant to the Fair Housing Act and other applicable law, if such accommodation may be necessary to afford the Tenant an equal opportunity to use and enjoy his/her/their dwelling. A Tenant with a disability may request such a reasonable accommodation, pursuant to the Fair Housing Act and other applicable law, orally or in writing, though Landlord. While it is Landlord's preference for Tenant to make the request for a reasonable accommodation, in writing, to help prevent misunderstandings about Tenant's request, oral requests are also accepted by Landlord. Oral requests for reasonable accommodation may be directed to Landlord. Written requests for reasonable accommodation may be directed to Landlord at Landlord's Address as set forth herein.

26. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BLANK SPACE (____) FOR THE FOLLOWING PROVISION TO APPLY. 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.

27. OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES. ☒ Check and complete Exhibit B, the "**EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM**," to indicate whether liquidated damages or an early termination fee is a remedy available to Landlord as provided in Section 83.595, Florida Statutes.

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature

Date

Tenant's Signature

Date

Landlord (____) and Tenant (____) acknowledge receipt of a copy of this page which is
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Exhibit A
LEAD WARNING STATEMENT ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Exhibit B

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

[] I agree, as provided in the Lease, to pay \$1,300 as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

[] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

Landlord's Signature

Date

Tenant's Signature

Date

EXHIBIT C
ELECTRONIC DELIVERY OF NOTICES
LANDLORD ELECTION:

Notices from a tenant may contain time-sensitive information about the tenant's housing. The election to receive notices from the tenant by e-mail is voluntary.

I, Derek Pizzo, the landlord's agent, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the tenant by e-mail. I designate the following e-mail address for receipt of notices from the tenant:

Etaiota.hcp@gmail.com

I may revoke my agreement to receive notices by e-mail by providing written notice to the tenant which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the tenant specifying the new e-mail address, which takes effect upon delivery of such notice.

ELECTRONIC DELIVERY OF NOTICES
TENANT ELECTION:

Notices from a landlord may contain time-sensitive information about a tenant's housing. The election to receive notices from the landlord by e-mail is voluntary.

☒ I, _____, the tenant, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the landlord by e-mail. I designate the following e-mail address for receipt of notices from the landlord:

(tenant's e-mail address)

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the landlord which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the landlord specifying the new e-mail address, which takes effect upon delivery of such notice.

**Copy of Current Version of Florida Residential Landlord and Tenant Act,
Part II, Chapter 83, Florida Statutes to Be Attached**