

FLCARH 2017 Lease Data Input Sheet

Warning: This form and attached lease are only for the use of currently active FLCARH members. Any unauthorized use, reproduction or distribution of this form and/or the associated lease whether in whole, in part, or in the form of a derivative work is prohibited.

Name of Property Owner: _____

Name of Apartment Community: _____

Owner Street Address: _____

Owner City: _____ Owner State: _____ Owner Zip Code: _____

Leased Apartment Street Address: _____

Leased Apartment Number: _____

Leased Apartment City: _____ Leased Apartment Zip Code: _____

Leased Apartment County: _____

Name of Resident #1: _____ DOB: _____

Name of Resident #2: _____ DOB: _____

Name of Resident #3: _____ DOB: _____

Name of Resident #4: _____ DOB: _____

Name of Resident #5: _____ DOB: _____

Name of Resident #6: _____ DOB: _____

Name of Resident #7: _____ DOB: _____

Name of Resident #8: _____ DOB: _____

Name of Permitted Occupant #1: _____ DOB: _____

Name of Permitted Occupant #2: _____ DOB: _____

Name of Permitted Occupant #3: _____ DOB: _____

Name of Permitted Occupant #4: _____ DOB: _____

Name of Permitted Occupant #5: _____ DOB: _____

Name of Permitted Occupant #6: _____ DOB: _____

Name of Permitted Occupant #7: _____ DOB: _____

Name of Permitted Occupant #8: _____ DOB: _____

Lease Start Date (month and day): _____ Lease Start Year: _____

Lease End Date (month and day): _____ Lease End Year: _____

Prorated Rent: \$ _____ For the month of: _____ Year: _____

Monthly Rent: \$ _____ Negative Rent: \$ _____ (HAP Amount)

Other: \$ _____ For: _____

Basic Rent: \$ _____ Note Rate Rent: \$ _____ Utility Allowance: \$ _____

Rent Concession: \$ _____ For the month of: _____ Year: _____

Utility Charges Paid By Owner (Place an "X" on all lines that apply)

Gas _____ Water _____ Sewer _____ Electricity _____ Garbage/ Trash _____ Cable TV _____

Pest Control _____ Other _____ None _____

Utility Charges Paid By Resident (Place an "X" on all lines that apply)

Gas _____ Water _____ Sewer _____ Electricity _____ Garbage/ Trash _____ Cable TV _____

Other _____ None _____

Security Deposit Amount: \$ _____

Type of Account (Place an "X" on the line that applies): Non-Interest Bearing _____ Interest Bearing _____

Name of Bank: _____

Street Address of Bank: _____

City of Bank: _____ State of Bank: _____ Zip Code of Bank: _____

Pet Deposit: \$ _____

Other Deposit: \$ _____ For: _____

Attached Lease Addenda (Place an "X" on all lines that apply)

- | | |
|---|--|
| <input type="checkbox"/> Rules and Regulations | <input type="checkbox"/> Ineligible Resident Lease Attachment |
| <input type="checkbox"/> Unit Inspection(s) | <input type="checkbox"/> LIHTC Housing Credit Program Addendum |
| <input type="checkbox"/> Tenant Certification | <input type="checkbox"/> Home Rental Program Addendum |
| <input type="checkbox"/> Occupancy Rules | <input type="checkbox"/> Exhibit "C" (Section 8 only) |
| <input type="checkbox"/> Security Deposit Payment Agreement | <input type="checkbox"/> Rent Credit Agreement |
| <input type="checkbox"/> Pet Policy and Agreement | <input type="checkbox"/> Service/Companion Animal Policy and Agreement |
| <input type="checkbox"/> Security Deposit Agreement | <input type="checkbox"/> Application |
| <input type="checkbox"/> "Things You Should Know" Handout | |
| <input type="checkbox"/> Other _____ | (Document Description) |
| <input type="checkbox"/> Other _____ | (Document Description) |
| <input type="checkbox"/> Other _____ | (Document Description) |

Lead Based Paint Disclosure: _____



FLORIDA RESIDENTIAL LEASE AGREEMENT
For USDA-RD Financed Communities
Approved by Florida Council for Affordable and Rural Housing

STATE OF FLORIDA
COUNTY OF _____
CITY OF _____

1. PARTIES TO THE LEASE AGREEMENT AND APARTMENT ADDRESS:

 (Owner)
 d/b/a _____
 (Apartment Community)
 _____, _____, _____, _____
 (Street Address) (City) (State) (Zip Code)

The community is financed through the United States Department of Agriculture - Rural Development and is subject to nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act. A full nondiscrimination statement is included at the end of this lease.

Leased Apartment Address: _____ **Apt. Number:** _____
 (Street Address)
 _____ Florida _____
 (City) (State) (Zip Code)

Resident(s) and Co-Resident(s):	Birth Date	Permitted Occupants:	Birth Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. TERM OF LEASE:

Beginning Date: _____, 20____ **Ending Date:** _____, 20____
 (Month and Day) (Year) (Month and Day) (Year)

3. RENT AND OTHER CHARGES: Prorated Rent: \$ _____ for the month of _____, 20____
 Your Monthly Rent: \$ _____ Negative Rent: \$ _____ (HAP Amount) Other: \$ _____ for _____
 Basic Rent: \$ _____ Note Rate Rent: \$ _____ Utility Allowance: \$ _____
 Rent Concessions: \$ _____ for the month(s) of _____, 20____

4. UTILITY CHARGES:

Paid by Owner (Only Those Items Checked):

Gas Water Sewer Electricity Garbage/Trash Cable TV Pest Control _____ Other None

Paid by You: (Only Those Items Checked):

Gas Water Sewer Electricity Garbage/Trash Cable TV _____ Other None

5. SECURITY DEPOSIT/PET DEPOSIT/OTHER DEPOSIT(S):

Security Deposit: \$ _____ held in a Separate Non-Interest Bearing Account * Separate Interest-Bearing Account

The security deposit is held in an account at the following Florida banking institution: _____
(Name)

(Street Address) (City) (State) (Zip Code)

*You will receive 75% of the annualized average interest rate paid on your deposit but not more than 5% interest per year, unless you wrongfully terminate your tenancy.

Pet Deposit: \$ _____ Other Deposit: \$ _____ for: _____

The following disclosure is provided pursuant to Section 83.49(2)(d), Florida Statutes:

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 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 STATING YOUR OBJECTON TO THE CLAIM WITHIN 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 ATTORNEY 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.

Additional provisions regarding the use of, restrictions on, and conditions for refund of the security deposit are set forth in paragraphs 12 and 24 of this lease.

6. ADDENDA MADE A PART OF THIS LEASE: All addenda promulgated at any time by Management, or executed now or subsequent to the signing of this lease are attached to and made a part of this lease for all purposes. Each document that is checked below shall constitute an addendum that is part of this lease:

- | | |
|---|---|
| <input type="checkbox"/> Rules and Regulations | <input type="checkbox"/> Ineligible Resident Lease Attachment |
| <input type="checkbox"/> Unit Inspection(s) | <input type="checkbox"/> LIHTC Housing Credit Program Addendum |
| <input type="checkbox"/> Tenant Certification | <input type="checkbox"/> Home Rental Program Addendum |
| <input type="checkbox"/> Occupancy Rules | <input type="checkbox"/> Exhibit "C" (Section 8 only) (Lease for Subsidized Programs) |
| <input type="checkbox"/> Security Deposit Payment Agreement | <input type="checkbox"/> Rent Credit Agreement |
| <input type="checkbox"/> Pet Policy and Agreement | <input type="checkbox"/> Service or Companion Animal Policy and Agreement |
| <input type="checkbox"/> Security Deposit Agreement | <input type="checkbox"/> Application |
| <input type="checkbox"/> "Things You Should Know" Handout | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

7. DEFINITIONS: Except for required quotations from laws and regulations included in this lease, throughout this lease:

- 1) "You" and "your" refer to all Residents, Co-Residents, and Permitted Occupants.
- 2) "We", "us" and "our" "Landlord" and "Management" refer to the owner and/or owner's managing agent of the property.
- 3) "Apartment", "Unit" and "Leased Premises" refer to the dwelling unit and include any assigned external storage area, patio, and balcony.
- 4) "Apartment Community" refers to the Apartment as well as all common areas and facilities held out for the use of Residents, Permitted Occupants, Guests, and Invitees.
- 5) "Lease" refers to this Florida Residential Lease Agreement.
- 6) "Rural Development" ("RD" or "Agency") refers to the formerly named USDA Farmers Home Administration (FmHA).
- 7) "Legal Holidays" refer to any holiday observed by the local clerk of court.
- 8) "Permitted Occupants" are household members other than those persons required to sign the lease.
- 9) "Tenant" and "Tenants" shall mean all Residents and Co-Residents identified in paragraph 1 of this lease.

8. PERMITTED OCCUPANTS: Only you and the persons listed in paragraph 1 of the Lease Agreement as Permitted Occupants are authorized to occupy the Apartment. Any other person in the Apartment is considered a Guest or Invitee and may visit for no longer than fourteen (14) consecutive or nonconsecutive days and/or nights during a forty-five (45) day period without our written permission. If a person has been a Guest or an Invitee in any other apartment or apartments within the Apartment Community at anytime during the forty-five (45)-day period immediately prior to the visit of that individual to your Apartment, the number of days and/or nights which the individual visited the other apartment(s) will be counted toward the total of fourteen (14) days and/or nights which the individual may visit your apartment. (For example, if an individual visited another apartment in the Apartment Community for five (5) days and then immediately came to visit you after ending the visit at the other apartment, that individual may stay with you for a total of nine (9) days and then must leave the Apartment Community for at least forty-five (45) days. If an individual visited another apartment within the Apartment Community for a total of fourteen (14) consecutive or non-consecutive days and/or nights within the past forty-five (45) days, that individual shall not be authorized to stay with you in your Apartment as a Guest or Invitee until at least forty-five (45) days have passed since that individual last was a Guest or Invitee in any other apartment within the Apartment Community.) Any former tenant of any apartment within the Apartment Community whose tenancy was terminated for one or more lease violations or who did not otherwise fulfill the full term of his or her lease shall not be welcome within the Apartment Community and shall not be authorized to visit or stay in your apartment as a Guest or Invitee. If you will be absent from the Apartment for more than fourteen consecutive days, you must notify us in writing. You may not sublet the Apartment or assign this lease. You certify that the Apartment will be your permanent and only residence (domicile) and you will not maintain a residence (domicile) in any other location.

9. OCCUPANCY GUIDELINES: Your Apartment may be used only for private housing. The following occupancy guidelines apply: Zero Bedroom - 1 to 2 occupants; One Bedroom - 1 to 2 occupants; Two Bedroom - 2 to 4 occupants; Three Bedroom - 3 to 6 occupants; Four Bedroom - 4 to 8 occupants. If Apartment Community offers a dormitory type housing Unit, occupancy will be limited to one occupant per sleeping bed with transfers required and hereby agreed to so as to maximize occupancy of each Unit's total sleeping beds.

In determining occupancy standards, the intent of the Apartment Community is to neither overcrowd nor under utilize space. Occupancy is based on the number of persons in the household, counting all full-time members of the household, dependant minors who are away at school but live with the Resident at recesses, unborn children or children in the process of being adopted or secured by custody action, foster children, foster adults, and live-in attendants. Children who live in the household 50% of the year or more also are counted toward the total household number; however, visitors, permanently-confined/institutionalized household members and children on active military duty are not counted in the determination for occupancy eligibility. Resident hereby agrees to comply promptly with all transfers required by the Landlord so as to maximize

occupancy of each Unit's total number of sleeping beds. If the Unit becomes overcrowded or underutilized during the term of the Lease Agreement, you agree to move to an appropriately sized Unit upon written notification to you from the Landlord that an appropriately sized Unit has become available. If an appropriately sized Unit does not become available during the Lease Term, you agree to vacate the Unit at the end of the Lease Term unless eligibility can be established to transfer you at that time to an appropriately sized Apartment, or a waiver is granted. If you no longer meet the eligibility requirements during the term of the Lease Agreement, you must vacate the Leased Premises within 30 days of being notified in writing by the Landlord that you no longer are eligible for occupancy, or at the expiration of the lease, whichever is greater, unless the conditions stated in 7 CFR 3560.158(c) exist. If you are temporarily occupying a Unit for which you are not eligible pursuant to a Letter of Priority Entitlement ("LOPE"), you must move at your expense when we notify you in writing that a suitable Unit has become available in the Apartment Community. If your Apartment is located in a tax credit property or a property subject to another housing program, you must comply with all tax credit property obligations and with all obligations of the other layered housing programs with respect to occupancy eligibility for Units in the Apartment Community.

If you have been placed in an inappropriately-sized Unit due to local market conditions and/or documentable special needs of the Resident household, you agree to move to an appropriately-sized Unit upon written notification to you from the Landlord that an appropriately-sized Unit has become available. You further agree that you shall be responsible for payment of any and all expenses to move to the appropriately-sized Unit.

The occupancy rules for the Apartment Community are attached to this lease and are posted in a central location in the community. Modifications to these rules will be provided to Resident at least thirty (30) days prior to implementation.

10. 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 or the lease may be voided at our option. If commencement of occupancy is delayed for any reason, we shall not be liable to you for such delay, except that rent shall be abated on a daily basis during the delay.

11. LEASE TERM: The initial term of this lease is for a minimum of one year and is shown in "Term of Lease" on the first page. The lease may be terminated sooner by us as provided by state law and RD regulations if you fail to fulfill your obligations or otherwise become ineligible to lease the Apartment. **You may terminate this lease at the end of the initial Lease Term by giving us not less than 30 days written notice before the expiration date of the lease.** When no move out notice is given to Management and the lease and/or tenant certification has expired, if you remain in the Unit your rent will increase to Note Rate Rent as shown in paragraph 3, or Note Rate Rent as subsequently changed and approved by Rural Development. You may terminate the lease prior to the end of its initial term or during a lease renewal term for good cause such as an employment transfer of more than 30 miles, loss of employment due to involuntary termination, severe illness, death of spouse or Co-Resident, after notification by owner of intent to prepay the loan, or for one of the grounds set forth in the Service Members Civil Relief Act of 2004 or Section 83.682, Florida Statutes. Early termination for good cause must be documented in writing, and must be effective on the last day of a calendar month after not less than a thirty (30) day written notice from you.

12. SECURITY DEPOSIT: At or before lease signing, you will pay to the Landlord the full amount of the security deposit as set forth on paragraph 5 of this Lease Agreement, unless management has agreed to enter into a Security Deposit Payment Agreement with you. If such agreement is executed, it becomes an addendum to the lease. Failure on your part to make payments as scheduled in the Security Deposit Payment Agreement is a material violation of the lease that may result in lease termination. Your security deposit may not be applied by you as rent. The purpose of the security deposit is to act as partial security against your default under this lease. The security deposit may be applied by Landlord toward repair of physical damage to the Apartment, cleaning of the Apartment, unpaid rent owed by you, or any other unfulfilled obligation on your part as Resident. If at any time we give consent in writing to you allowing you to have an animal in the Apartment, this security deposit will be increased to include an animal deposit in the amount set forth on paragraph 5 of the Lease Agreement and/or in the Pet Policy and Agreement. The total amount of this increased security deposit will be treated as a general security deposit for all purposes of this lease and under state law. You will not be required to pay a pet deposit or animal deposit for a service/assistance/companion animal. You may not apply any part of the security deposit to rent or any other charges owed EXCEPT AS PROVIDED IN THE SERVICE MEMBERS CIVIL RELIEF ACT OF 2004 AND SECTION 83.682, FLORIDA STATUTES.

13. FALSE INFORMATION AND FAILURE TO PROVIDE REQUESTED INFORMATION: If any information furnished by you to Landlord in your rental application or in other required information furnished to Landlord is found to be false, or if you fail to timely report changes in gross income, occupants, or other required disclosures to Landlord, you will be considered to be in material noncompliance with the lease, and your tenancy will be subject to termination without an opportunity to cure. The submission of false information could result in the initiation of legal action, including legal action by the Agency. In the event of Resident fraud or misrepresentation, or in the event that you fail to timely supply information that you are required to supply under this lease, you will be obligated to make restitution to the Landlord when you receive unauthorized assistance as a result of your fraud, misrepresentation, or failure to supply information.

14. DETERMINATION OF RENT AND ELIGIBILITY FOR OCCUPANCY: You understand that income verification and certification is a requirement of occupancy pursuant to 7 CFR 3560.152. You agree to promptly provide all required information, including but not limited to names and ages of household members, certifications and income information required by us to permit determination of eligibility, continued eligibility and, when applicable, the monthly tenant contribution to be charged. You understand and agree that if any of the information which you provide for the Tenant Certification or in the Rental Application is false or is misrepresented, we may terminate the lease without an opportunity to cure, and you and your household shall vacate the Unit. You understand and agree that you must immediately notify the Landlord of any change in household gross income or assets, qualifications for adjustments to income, number of persons living in the household, your household's student status, or your citizenship status. You understand that your rent, benefits, and/or rental subsidies may be affected as a result of this information. You also understand that failure to report such changes is a material noncompliance with the terms of this Lease and may result in the loss of benefits to which you may have been entitled, and we may terminate the lease and you and your household shall vacate the Apartment. You understand the corrective action the Landlord may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any rental assistance or Section 8 assistance being received, initiation of a notice to increase your monthly rent to Note Rate Rent as shown in paragraph 3, and/or initiation of a notice of lease termination. You understand that one or more of these remedies may be initiated at our sole discretion, and you understand and agree that you may be required to make restitution, and agree to pay and/or refund in full any amount of benefits or rental subsidies to which you were not entitled. In the case of a mathematical error in the lease or the tenant certification, Management shall have the right to re-calculate the rent to be paid by the Resident and the Resident shall be obligated to pay the new rental amount for the remainder of the lease term. This complex is financed by the Agency, and the Agency has the right to further verify information provided by you.

In the event of a change in your income or household size during the year you must notify the Landlord, and the Landlord may perform a recertification in which case all of the rules and procedures of the yearly recertification will apply. Although you are not allowed to have any individuals live with you for more than 14 days and/or nights in any 45-day period without our prior written consent, other than those individuals identified in paragraph 1 and paragraph 8 of this lease, any guest who stays with you in excess of the allowed period of time will be considered a member of your household for income-reporting purposes and will be required to be added to the tenant certification. The Landlord also shall have the right to serve you with a notice of your lease violation regarding an unauthorized occupant, but the income of the unauthorized occupant will be considered as part of your household income for all periods of time that he or she resides in your Unit in excess of the period of time permitted by this lease. Upon completion of the recertification process, the new monthly tenant contribution resulting in a decrease in tenant contribution from such changes in your income will become effective on the first day of the following month after all required verifications have been received by Management and the tenant certification has been executed by you. If a change results in an increase in tenant contribution, the recertification and the new monthly tenant contribution resulting from such change in your income will become effective on the first day of the month following a 30 day notice period, if you reported changes within thirty (30) days from date of the change (For Section 8 properties - changes must be reported within ten (10) days.) If changes in income or household size are not reported by you in a timely manner during the term of the lease or in connection with the annual recertification process, or if you fail to timely comply with the interim or the annual recertification process, the Landlord shall not be required to give you 30 days' notice before you are liable for the new monthly tenant contribution. Under those circumstances, the new monthly tenant contribution becomes effective on the first day of the month following receipt by management of all necessary verifications, and you will be responsible for repayment of any excess subsidies paid on your behalf.

In the event that changes in permanent income or adjustments increase or decrease by \$100 per month (\$1,200 per year) or more, which changes your **permanent** income from the level indicated on the latest certification, the Landlord will proceed with recertification based on the new information. In the event that your permanent income or adjustments increase or decrease by \$50 per month (\$600 per year), and you specifically request a recertification in writing, the Landlord will process the recertification within a reasonable time after receipt of your written request. RD regulations require an annual recertification of the household to be effective not later than twelve (12) months from the effective date of the latest certification. The regulations of other layered housing programs may require recertification not later than twelve (12) months from the first day of the move-in month. Should you fail to cooperate with the recertification procedure, upon expiration of the current certification, you will be charged the Note Rate Rent as shown in paragraph 3 of this lease and eviction proceedings will begin without further notice. Failure to timely and fully comply with the annual recertification process is a material noncompliance with the terms of this Lease.

15. ESCALATION CLAUSE: I understand and agree that the net monthly tenant contribution (your monthly rent) under this lease will increase by the amount of any such increase in rent and/or utility allowance adjustment, or change in basic rent or note rate rent, approved by RD prior to the expiration of this lease. The tenant contribution (your monthly rent) also may be changed prior to the expiration of this lease if the change is due to changes in your tenant status, as documented on your tenant certification form, or based upon your failure to properly recertify. During the term hereof, such increase is to become effective on the first day of the month following the month during which we receive notification of approval of such increase from RD.

16. RENT AND OTHER CHARGES/FORMS OF PAYMENT: The rent (which also is referred to as "your contribution" or the "tenant contribution") shall be the amount set forth on page one (1) of the Lease Agreement and shall be due and payable in advance to us on or before

the first (1st) day of each month for the entire term of the lease and all renewals thereof. **Unpaid rent is late on the second day of each month.** Time is of the essence. Payments must be received by Management in person at the rental office on the community premises during posted business hours or through the mail slot in the office door available twenty-four (24) hours a day. If your payment is not received by Management on or before the date that your payment is due, you will be in default of your lease. In the event of default by Resident as to any term of this lease, including without limitation the failure to timely pay rent, the Landlord shall have the right to declare immediately due and payable the rent for the remainder of the lease term as described more particularly in paragraph 43 of this lease. Any acceptance of payment by us after the payment is due does not relieve you from this lease violation. We reserve the right to apply any payment first to any amounts due as we deem appropriate regardless of any endorsement, stipulation, or other statement on any check, money order, cashiers check, certified check, automatic bank draft or electronic funds transfer. The Landlord will accept the tenant contribution toward rent charges prior to the payment of other charges that you owe under this lease, but the Landlord may seek legal remedies to collect other charges accrued and owed by the Resident. Solely for purposes of notices as permitted under Florida law, all sums due Landlord (including, without limitation, rent and other charges as described in this paragraph, late charges as described in paragraph 17, returned check or money order charges as described in paragraph 18, and charges for damages to the Leased Premises for which you are responsible) shall be considered to be additional rent. Any and all housing assistance payments, subsidies, and similar payments (hereinafter "Subsidies") made to the Landlord by third parties, including without limitation the Agency and/or any other local, state or national governmental entities or agencies, do not constitute rent, as defined in this lease. Under no circumstances shall the acceptance of Subsidies by Landlord be deemed to be the acceptance of rent paid by or on behalf of Resident, and the tender of Subsidies by any third parties and the acceptance of Subsidies by Landlord shall not constitute a waiver of any of Landlord's rights and/or remedies against Resident in the event of default by Resident under this lease.

Rent sent by mail is not deemed paid until received. Prorated rent set forth in page one (1) of the Lease Agreement will be due at the time you sign the lease. Personal checks will not be accepted at move-in or for late payments. No partial rent payments are accepted. Residents / Co-Residents are jointly and severally liable for any amounts due, and each is individually liable for the entire amount due. Rent and other payments must be made by one check, money order, cashiers check, certified check, automatic bank draft or electronic funds transfer even if there is more than one resident. Third party checks are not accepted. Post-dated checks are not accepted. **RENT AND OTHER CHARGES MAY NOT BE PAID IN CASH. NO CASH PAYMENTS OF RENT OR OTHER CHARGES WILL BE ACCEPTED BY LANDLORD. LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY RENT TENDERED BY RESIDENT BY PLACING CASH IN THE MAIL SLOT IN THE OFFICE DOOR.**

17. LATE RENT: If any rent due is not paid on or before the tenth (10th) day of the month, you will pay a late charge of \$10.00 or 5% of your gross monthly rent contribution, whichever is greater. **The ten-day period described in this paragraph applies only to the accrual of the late charge and does not give you an additional period of time for the payment of rent before rent is deemed to be in default. Rent is due on the first day of each month and is in default if not paid on or before the due date. A late charge in the amount described above will be due for each monthly rent payment not made by you by the tenth (10th) day of the month. The timely payment of rent by you under this Lease Agreement shall be a material consideration by Management in determining your eligibility for renewal of this lease. If you pay your monthly rent contribution after the due date stated in this lease on three (3) or more occasions in any twelve (12) month period, such payment history shall be a material consideration taken into account by Management in determining your eligibility for renewal of this lease.**

18. RETURNED CHECK OR MONEY ORDER: If your check or money order is returned for any reason (including, but not limited to, insufficient funds, errors on the check or money order, or a stop-payment order), you will pay a returned check fee or a returned money order fee of a minimum \$25.00 or 5% of the amount of the returned check or money order, whichever is greater, in addition to other penalties which may apply under the law. You must replace the returned check or money order with a cashier's check payable to the Apartment Community. We will not be obligated to redeposit a returned check or money order. A returned check or money order fee is due for any check or money order returned unpaid plus other penalties which may apply under the law. **After one returned check or money order, no personal checks or money orders will be accepted.** Any future rent and/or other payments shall be made by cashier's check.

19. REMEDIES ARE CUMULATIVE: 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.

20. MOVE IN AND MOVE OUT PROCEDURES:

a. Move In Procedure: Prior to move in, the Landlord will provide you with a written statement of the rental Unit's condition. You also have the right to participate in an inspection of the Unit prior to the time that you take occupancy. You will accept the Apartment in "as is" condition unless you comply with the procedure set forth in paragraph 25 of this lease.

b. Move Out Notice: The date you intend to move out is to be specified in your notice of intent to vacate. Nothing contained herein

relieves you of the obligation to pay rent to the end of the Lease Term or to the end of any extension or renewal period. The move-out notice does not terminate the lease. If you fail to give a proper move-out notice, or if you provide a move-out notice indicating you will move out prior to the expiration of the lease, you may be liable for accelerated rent under the terms of this lease. You must provide the Landlord with a thirty (30) day written notice of intent to move out. The last day of the notice period must be the last day of a month (ex: if written notice is received by the Landlord on June 10, it is effective July 31; if notice is received by the Landlord on May 31, it is effective on June 30). You are responsible for the full month's rent if you have not vacated the Apartment before the first day of the following month after the effective date of termination as stated in your termination notice. You also shall be liable for accelerated rent for the balance of the lease term, less any amount the Landlord may recover from re-renting the Leased Premises, if the Landlord exercises the right to declare rent for the remainder of the lease term immediately due and payable as described in paragraph 43 of this lease. Keys must be returned on or before the effective date of move out.

c. Cleaning the Apartment: You must completely clean the Apartment in accordance with the cleaning instructions for move out provided by us. We will charge you for all costs we incur cleaning the Apartment that, in our sole judgment, was not adequately cleaned by you. We will charge you for repairing or cleaning any portion of the Apartment that is soiled, damaged, or destroyed unless the condition is the result of normal wear and tear.

d. Owner Inspection: After you have removed your personal property and cleaned the Apartment, we will inspect the Apartment during normal business hours for proper cleaning and for any damage. You may accompany Management during this inspection. Following the move out inspection, we will provide you with a written statement of the rental Unit's condition. If you fail to perform the move out inspection with Management, you waive the right to dispute our written statement as to the results of the Unit inspection.

21. RECOVERY OF POSSESSION OF APARTMENT AFTER DEATH OF LAST REMAINING TENANT: When the last remaining Resident of the Apartment is deceased, personal property remains in the Apartment, rent is past due, at least sixty (60) days have elapsed following the date of death of the last remaining Resident, and the Landlord has not been notified in writing of the existence of a probate action, including the name and address of a personal representative, the Landlord may recover possession of the Apartment, and shall have the right to remove all personal property from the Apartment as described in paragraph 22 of this lease.

22. ABANDONED PERSONAL PROPERTY: 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.

Your tenancy still exists, and you are liable for rent, during the time that your personal possessions remain in the Apartment after your household has personally ceased occupancy with the intent to vacate, until such time personal possessions have been removed voluntarily or by legal means, subject to the provisions of state or local law and Florida Statutes, even if you have delivered your keys to the Apartment to Management.

23. HOLDOVER: A holdover occurs when, without our permission, you or any other person fail to move out by the date in your move-out notice or when you occupy the Apartment after expiration of the Lease Term. If you hold over beyond the end of the Lease Term, you may be liable to pay double rent pursuant to Florida Statute 83.58. Holdover rents are due on the 1st day of the month and will become delinquent on the 2nd day of the month. We may recover possession of the Unit pursuant to Florida law. If your Apartment is located in a tax credit property, or a property with another layered federal, state or local housing program, the rent for which you will be liable as a holdover Resident shall not, under any circumstances, exceed the maximum gross rent permitted by law, notwithstanding any of the foregoing provisions of this paragraph.

24. REFUND OF SECURITY DEPOSIT: In the event that you default under the terms of this lease, under any of the attachments to this lease, or under any addenda or amendments to this lease, the security deposit plus any accrued interest will be retained by us and will be applied by us toward all payments, obligations and other matters described in paragraph 12 of this lease, to the extent necessary to satisfy those payments and obligations and subject to the notice provisions required by law. Default events include, but are not limited to, failure on your part to follow the move-out notice procedures described herein.

The following language is quoted from Section 83.49(3), Florida Statutes:

“The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(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 Section 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 and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct 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. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(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 sales associates, constitutes 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d)."

25. CONDITION OF THE APARTMENT AND ALTERATIONS: You are accepting the Apartment in "as-is" condition. Within three (3) days of the time you take possession of the Apartment, you may provide us with a written list of any and all items not listed on the move-in checklist regarding the condition of the Apartment. At the time you take possession of the Apartment, it will constitute your acceptance that the Apartment and all equipment and fixtures are clean, sanitary, in good order and condition, and that there are no conditions which would materially affect the health or safety of household members. You agree to use reasonable care to keep the Apartment in good, clean, safe, and sanitary order and condition throughout the term of this lease, including without limitation keeping the Apartment free from the accumulation of clutter or debris that creates a fire hazard or other safety hazard, causes or contributes to an infestation of pests, creates a health hazard, or interferes with reasonable access throughout the Apartment. You will make no alterations or repairs, including but not limited to painting, wall or window covering, wallpaper, flooring, additional phone or TV outlets or antennas (including satellite TV dishes), or changing the locks on any of the doors to or in the Apartment, without our prior written consent. In the event that Landlord gives its written consent to the installation of an antenna or satellite dish, Resident must execute and comply with all provisions of the addendum regarding the installation of satellite dishes that is attached to and made a part of this lease. Any alterations or additions which may be approved by us shall be at your sole expense. Any additions, such as hardware, fixtures, and/or improvements placed in the Apartment by you will become our property and will remain in the Apartment at termination of your occupancy. If you make any alterations to the Apartment without our prior written consent, you will reimburse us for the full cost of restoring the Apartment to its original condition within ten (10) days of the delivery of demand from us for reimbursement. You are permitted to use small nails in painted walls for hanging pictures; however, ceilings and walls are not to be altered and/or damaged by screw type hooks, bolts, large nails, or any other similar items. We shall have the right to remove, without prior notice to you and without liability to you, anything which you install in or affix to the common areas of the Apartment Community or to any portion of the Leased Premises not under your exclusive control.

26. SOLICITATION: Door to door sales and/or soliciting is not permitted on the Apartment Community premises by you, members of your household, Guests, and/or Invitees or any other non-residents. Do not distribute, place, attach, affix, post, nail, tack, pin, hang, tape, or glue any signs, decals, placards, flyers or advertisement, including but not limited to messages of a business, political, or personal nature, on doors, on walls, from patios, balconies, or veranda, on lawns, or anywhere in the Apartment or in any common areas.

27: REPAIRS: We will make necessary repairs to any material defect or damage to the Apartment or the common areas of the Apartment Community within a reasonable time after receipt of your written request. Our compliance or response to an oral request does not waive the

requirement of a written notice. You may not make any repairs or deduct the cost of any repairs from the rent. **Maintenance requests must be in writing and delivered to Management at the rental office. In an emergency, the notice may be verbal, when there is a potential of immediate danger to any person or property, examples including but not limited to: electrical hazard, fire, smoke, criminal activity, running water, or flowing sewage.** All repairs, replacements, renovations, alterations and improvements to the Apartment shall be performed by Management or by one or more contractors hired by Management. Your obligation is to promptly report all items that require repair, replacement or similar work. You shall not perform (or arrange to be performed) any repairs or replacements in or about the Leased Premises and shall not make (or arrange to be made) any renovations, alterations, or improvements to the Apartment or within the Apartment Community without the prior written consent of Management, which consent shall lie within the exclusive discretion of Management. We have the right to take any and all necessary precautions to prevent damage to persons or property or to perform any required repairs, including but not limited to turning off equipment, cutting off utilities, removing property from the Apartment or vacating the Apartment. Your account will be charged, and payment in full will be due within ten (10) days from the date charges are posted to your account for necessary repairs, and/or replacements which are necessary due to negligence, accidental damage or intentional damage by you, Permitted Occupants, Guests, and/or Invitees, or your failure to report maintenance items that need repair or replacement. The following are examples of chargeable items to residents, including but not limited to: a) Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Apartment, and/or Apartment(s); b) Damage to doors, windows, or screens; c) Damage from windows or doors left open; and, d) Damage or injury to the Apartment (s) or Apartment Community Premises caused by Resident(s), Co-Residents, Permitted Occupants, and/or any Guest, Visitor or Invitee of your household. If any repairs must be made to the Apartment and are chargeable to your account as a result of intentional act, you will be deemed to be in material violation of this lease, and your tenancy will be subject to termination without your being given an opportunity to cure. Any repairs necessitated by intentional act will result in the immediate termination of your tenancy and you will be responsible for all repair costs. If any repairs must be made to the Apartment and are chargeable to your account as a result of negligent acts or omissions on your part or on the part of Permitted Occupants, Guests, and/or Invitees, or as a result of your failure to report maintenance items that need repair or replacement, you will be deemed to be in material violation of this lease, and your tenancy will be subject to termination without your being given an opportunity to cure, if any subsequent repairs to the Apartment are required and are chargeable to your account for any of the reasons described in this paragraph, even if you have paid in full for any prior damages to the Apartment.

28. OBLIGATIONS OF RESIDENTS AND CO-RESIDENTS: Your obligations include but are not limited to:

- A. Using your Apartment and the common areas in a manner that does not cause unreasonable wear or damage;
- B. Keeping your Apartment in a clean and sanitary condition and free from the accumulation of clutter or debris;
- C. Removing trash and garbage securely tied in a plastic bag from your Apartment to the appropriate collection point;
- D. Complying with the provisions of this lease, attachments, addenda and applicable laws and regulations;
- E. Insuring that your conduct and the actions of Permitted Occupants, Guests, or Invitees are in compliance with the lease, attachments, and addenda;
- F. Paying in full all charges for damages within ten (10) days after your account is charged;
- G. Immediately notifying the Landlord in writing of any needed maintenance or repair (except in an emergency when a verbal request should be made);
- H. Testing your smoke detector at least once a month and notifying us of any problems you may detect;
- I. Using the Apartment for private residential purposes;
- J. Following all Rules and Regulations for the housing complex;
- K. Refraining from wasting utilities;
- L. Changing the air conditioning and heating filter(s) monthly, or more often if required, if not changed by Management;
- M. Making certain that the Resident, all Co-Residents, all Permitted Occupants, all Guests, and all Invitees obey all laws, ordinances, governmental regulations (including without limitation all RD regulations and all regulations of other layered federal, state and local housing programs), lease provisions, and rules, regulations and policies of the Apartment Community while in the Apartment or on any part of the Apartment Community premises;
- N. Providing proper supervision of all Permitted Occupants, Guests and Invitees who are minors, including without limitation making certain that all minors play in designated areas of the Apartment Community only; and
- O. Refraining at all times from creating, causing, or contributing to, and making certain that all Co-Residents, Permitted Occupants, Guests and Invitees refrain at all times from creating, causing or contributing to, any public or private nuisance, any noise disturbance or any disturbance of any nature whatsoever that interferes with the peaceful and quiet enjoyment of the Apartment Community by other Residents and their Permitted Occupants, Guests and Invitees.

Failure by Resident, Co-Residents, Permitted Occupants, Guests and/or Invitees to comply with any or all of the obligations listed above while in the Apartment or on Apartment Community premises shall constitute a default under this lease and authorizes us to exercise our remedies as described in this lease and under Florida law.

29. OBLIGATIONS OF OWNER: Our obligations include maintaining the Apartment Community in reasonable repair and complying with

applicable health, safety and building codes. This includes the obligation of maintaining the buildings and common areas in decent, safe and sanitary conditions in accordance with state law, housing codes, and RD regulations. If we fail to comply with this obligation, you shall be entitled to relief as provided under Florida law.

30. RULES AND REGULATIONS, POLICIES: The Rules and Regulations are attached and made a part of this lease. We reserve the right, from time to time, to make changes, deletions and/or additions in the Apartment Community Rules and Regulations. All changes will be in writing. Any changes will apply to all Residents and, unless otherwise indicated, all changes will be effective upon thirty (30) days written notice. You understand and agree that violation of one or more of the Rules and Regulations is a material violation of this lease and/or any future lease renewals. In addition to complying with the Rules and Regulations attached to this lease, you must observe all of the policies listed below and all other reasonable policies which may be established by the Landlord during the term of your lease:

- (a) No awnings or other projections, including air conditioners, television or radio antennas, or wiring may be attached to or extended from the outside of any Apartment or building except by us or except as approved by us as provided in paragraph 25 of this lease.
- (b) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.
- (c) No noise, music, or other sounds, or conduct or attire (or lack of) is permitted at any time which may disturb or annoy other persons. Certain attire may be prohibited such as "t-back" swimsuits.
- (d) No spikes, adhesives, screws, hooks, nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, 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.
- (e) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.
- (f) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your Apartment.
- (g) No signs or other objects which we deem to be unsightly may be displayed in your windows or elsewhere on the premises. Windows shall not be lined or covered with foil or other reflective coatings. Seasonal decorations shall be removed promptly after the end of the season.
- (h) 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.
- (i) 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.
- (j) Furniture and other household belongings may not be placed or located in any room in such a manner as to block or otherwise obstruct the ability to exit the room through any window or apartment access door in the event of a fire or other emergency.
- (k) Residents shall not hire or otherwise engage the services of any members of the staff of the Apartment Community to perform any work or services for or on behalf of the Resident.

31. PARKING, TOWING, AND VEHICLE MAINTENANCE: Except for automobiles and pickup trucks as described below, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers and motor homes) may be parked on the Apartment Community premises without our prior written consent. The only trucks permitted are pick-up trucks with beds of no larger than 3/4 ton capacity and which have noncommercial license plates. All vehicles must be currently licensed, in good operating condition, and not unsightly. Except for vehicles owned by Guests or Invitees that may be parked temporarily at the Apartment Community while the Guest or Invitee is visiting, only vehicles registered to a Resident or a Co-Resident may be parked on the grounds of the Apartment Community. Trailers, pods and other storage units may not be placed or kept on the grounds of the Apartment Community at any time. Vehicles may be towed without notice at the owner's expense for reasons including but not limited to: abandoned vehicles, inoperable vehicles, leaking fluids, not parked within spaces provided for parking, vehicle parked in front of dumpsters or blocking other vehicles, parked on the grass, parked outside the boundaries of a single parking space or in entrances or exits, and/or any vehicle deemed by Management to be a health/safety hazard. We are not liable for any damage, towing or storage fees arising as a result of towing. You acknowledge that it is your responsibility to abide by the stated policies contained herein, and to advise Permitted Occupants, Guests and Invitees of the parking, towing, and vehicle maintenance policies, as you are responsible for their conduct and actions while they are on the Apartment Community premises. You agree to indemnify and hold us harmless for any claims by you, Permitted Occupants, Guests or Invitees for the towing of their vehicles for violation of these rules. We may impose additional parking regulations including but not limited to limiting the number of vehicles which you or your guests may park on the Apartment Community premises. No more than one vehicle is allowed for each licensed household member, with a maximum of two vehicles per household without our prior written consent. No vehicle maintenance, repairs, or similar activities may be performed on the Apartment Community premises. Parking spaces may be assigned to individual Units at the discretion of Management. Handicapped parking spaces are reserved for vehicles bearing a handicap decal or

permit.

32. SAFETY AND SECURITY: (WE DO NOT PROVIDE AND HAVE NO DUTY TO PROVIDE SECURITY SERVICES FOR YOUR PROTECTION OR THE PROTECTION OF YOUR PROPERTY, OR THE PROPERTY AND/OR SAFETY OF PERMITTED OCCUPANTS, GUESTS, OR INVITEES.) You must look solely to the public law enforcement for such protection. We will not be liable for failure to provide security services to protect persons or property of yours, Permitted Occupants, Guests, and/or Invitees 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. You agree that you, any Permitted Occupants, Guests and/or Invitees will exercise reasonable care for their own safety and security and the safety and security of others at the Apartment Community.

By executing this lease, you acknowledge that we have made no representations or warranties, expressed or implied, that this Apartment Community has obtained or will obtain security services. You further acknowledge that entering into this agreement you have not relied upon in whole or in part, any representations or expressed or implied warranties by us regarding security measures that may now exist or may be taken in the future. Our employment of any security measures not required by law is subject to our sole discretion and will not be treated as actual or constructive knowledge of the existence of any unsafe conditions on the Leased Premises, nor will the employment of such measures create any duty on our part with respect to Residents, Co-Residents, Permitted Occupants, Guests, and/ or Invitees to provide or maintain security beyond that required by law.

33. REQUEST TO RE-KEY: If you make a written request to us, we will re-key the locks to an exterior door at your expense, during normal business hours and within a reasonable time after receipt of your written request.

34. REPAIR OR REPLACEMENT OF DOOR LOCKS: You shall promptly report to Management in writing any and all inoperable window and door locks in the Leased Premises. We will replace or repair any inoperable window or door locks during normal business hours and within a reasonable time after receipt of your **written request**. If any window or door lock must be repaired or replaced because of misuse or damage by you, by Permitted Occupants, Guests, or Invitees, you will pay for the cost of any repair or replacement. You agree not to install or have installed any door locks or additional locks on interior or exterior doors to the Apartment, and you further agree not to re-key any door locks on any interior or exterior doors in the Leased Premises.

35. SMOKE DETECTORS/RANGE HOOD EXTINGUISHERS/FIRE EXTINGUISHERS: You will be charged for the repair or replacement of any smoke detector, range hood extinguishers, and/or fire extinguisher damaged by you, Permitted Occupants, Guests and/or Invitees. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. You shall test or inspect the smoke detectors and fire extinguisher(s) on a regular basis and promptly report to Management in writing any malfunctions in such devices. In addition, you may be liable for loss and/or damages to us or others caused by any of the following: fire, smoke or water that relates to or results from a failure to report a malfunctioning smoke detector; removal of a smoke detector and/or batteries, and/or disabling a smoke detector in your Apartment; unnecessary discharge of a fire extinguisher; or removal or relocating range hood extinguishers. Any one or more of the violations stated above shall constitute a material violation of the lease.

36. LIABILITY: We will not be liable for any damage, loss, or injury to persons or property occurring within your Apartment or upon the Apartment Community premises, unless caused by our gross negligence. You are responsible for obtaining your own casualty and liability insurance. You hereby agree to indemnify and hold us harmless from all claims for personal injury or property damage to you or your Household Guests or Invitees arising out of or related to your occupancy of the Leased Premises. **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. Any insurance carried by us to insure the Apartments is for our sole benefit and does not cover any personal property of Residents, Co-Residents, Guests, or Invitees.

37. 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 a reasonable time. If we elect to repair the Apartment and the damage is not due to negligence by you, Permitted Occupants, Guests and/or Invitees, either rent for the uninhabitable Unit will abate while the repairs are being performed or this lease will be terminated. The decision whether to abate rent or terminate this lease shall lie in the exclusive discretion of Management.

38. RIGHT OF ENTRY BY OWNER: Landlord's access to dwelling Unit: (1) By executing this lease, you consent to our entering your Apartment from time to time during reasonable hours in order to inspect the Leased Premises; make necessary or agreed repairs, decorations, alterations, or improvements; perform necessary maintenance; provide pest control; supply agreed services and/or exhibit the dwelling Unit to prospective or actual purchasers, mortgagees, Residents, workers, or contractors. (2) The landlord may enter the dwelling Unit at any time for the

protection or preservation of the Leased Premises. The Landlord may enter the dwelling Unit upon reasonable notice to the Resident and at a reasonable time for the purpose of repair of the Leased Premises. "Reasonable notice" for the purpose of repair is notice given at least twelve (12) hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The Landlord may enter the dwelling Unit when necessary under any of the following circumstances: (a) With the consent of the Resident; (b) In case of an emergency; (c) When the Resident unreasonably withholds consent; (d) If the Resident is absent from the Leased Premises for a period of time equal to one-half of the time for periodic rental payments (provided that if the rent is current and the Resident has notified the Landlord of an intended absence, then the Landlord may enter only with the consent of the Resident or for the protection or preservation of the Leased Premises); or (e) As otherwise permitted by Florida law.

39. UTILITIES: Unless utility charges are sub-metered, you shall make arrangements, before taking possession of your Apartment, to place the accounts for all utilities and services to the Apartment in your name. Each account for utilities and services shall be established in the name of at least one Resident identified in paragraph 1 of this lease, and no utility or service accounts for the Apartment shall be placed in the name of any person not named as a Resident in this lease. You are responsible for paying utility charges promptly when due. The failure on your part to timely pay any and all utility charges to the utility provider, or to the Landlord or a third party in the event that utility charges are sub-metered, shall constitute a material violation of your lease. Disconnected utilities present a health and safety hazard; therefore, disconnected water, sewer, electric, and/or gas utilities also constitute a material violation of your lease. You may not occupy your Apartment unless water, sewer, electric, and gas services are operational. No electric, gas, kerosene, or other type of space heaters may be used or stored in your Apartment. Upon knowledge by you that any utility service has been disconnected for non payment, you have 24 hours to provide written proof to us from the utility provider that the disconnected service has been restored, or Management will proceed with action to terminate the lease. Upon request from Management at any time during the term of this lease, you shall promptly fill out and return all forms and other documents as shall be required by Management or RD to enable Management to obtain complete information from all utility providers about the utility expenses incurred in connection with the Apartment. Management will use the utility expense information to calculate the utility allowance for the Apartment and for such other purposes as Management or RD shall determine from time to time. Any failure by Resident to comply with any such request by the deadline established by Management will constitute a material violation of the terms of this lease.

40. PET POLICY: Pets are allowed only in Apartment Communities designated for elderly, handicapped/disabled. For all other RD properties the policy is a "No Pet(s)" policy. In Management's sole discretion, small caged birds (maximum of 2) and fish in tanks no larger than 10 gallons may be permitted with prior approval of Management agent and subject to Management's pet policies. Any "pet," "fish," or "birds" must be approved by Management agent. Examples of unallowable pets include, but are not limited to: rodents (or animals in the rodent family), wild animals, ferrets, weasels, reptiles, amphibians, insects, or spiders and any other breeds and animals not permitted by the insurance coverage for the Apartment Community or otherwise deemed by Management agent, in its reasonable discretion, to be undesirable.

41. SERVICE OR COMPANION ANIMAL: The Resident must provide Management with proof of a handicap or disability and verification from a physician or health care provider, on a form or forms provided by or acceptable to Management, stating that you have a special need for a service animal. Subject to any limitations imposed by law, Resident must provide Management with documentation that the service animal has received the training and/or certification to provide the service for which you request an accommodation. Additionally, all requests for a companion animal must be accompanied by verification from a physician or health care provider that you have a special medical need for a companion animal. Animals commonly trained as service animals are dogs. Absolutely no rodents, reptiles, amphibians, insects, spiders, poultry, livestock, or farm animals will be permitted, and no such animals, insects or creatures shall be raised, bred, or kept in any Apartment or on any part of the Apartment Community. Residents will be limited to one service animal or companion animal per resident requiring a service animal or companion animal.

42. CRIMINAL ACTIVITY: If you are or if any member of your household is convicted of a crime involving violence, illegal drug activity, conduct of a sexual nature, theft, or conduct which poses a threat to the health, safety, or welfare of any other person, you will be deemed to be in material violation of the lease and your tenancy will be subject to immediate termination without an opportunity to cure. If Resident, any Co-Residents, or any Permitted Occupants of your Apartment, or if any Guest(s) or Invitee(s) engage(s) in criminal activity in or about the Leased Premises or anywhere within the Apartment Community, and said crime involves violence, illegal drug activity, conduct of a sexual nature, theft, or conduct which poses a threat to the health, safety, or welfare of any other person, such conduct shall constitute a default for which your lease may be immediately terminated.

43. DEFAULT AND REMEDIES: In the event you fail to make any rental payment herein provided within the time period required, and such default continues for a period of three (3) days (not including Saturday, Sunday or legal holidays) from and after the date of delivery to you of a written demand for payment of the rent due or possession of the Leased Premises, we may terminate the lease. You agree to immediately vacate the Leased Premises if the lease is terminated in this manner. In the event you materially fail to comply with the terms of this lease and such noncompliance is of a nature that you should be given an opportunity to cure the violation, we shall deliver to you a written demand to correct the specified noncompliance, including notice that if the noncompliance is not corrected within seven (7) days from the date of delivery of the notice,

we may terminate the lease by reason thereof. Examples of noncompliance for which you should be given an opportunity to cure include, but are not limited to, activities in contravention of the lease such as having or permitting unauthorized pets, guests or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the Leased Premises clean and sanitary. If such noncompliance continues for a period of seven (7) days from and after the delivery to you of such demand, we may terminate this lease. You agree to immediately vacate the Leased Premises if the lease is terminated in that manner. If you correct the noncompliance as demanded by us, and the same or a similar noncompliance is repeated by you within twelve (12) months of the delivery to you of said demand for compliance, or if the noncompliance is of a nature that you should not be given an opportunity to cure it, we may terminate this lease effective upon delivery by us to you of a written notice specifying the noncompliance and our termination of this lease. In such event, you shall have seven (7) days from the delivery of such notice to vacate the Leased Premises. Examples of noncompliance which are of a nature that you should not be given an opportunity to cure include, but are not limited to, destruction, damage or misuse of the Apartment, the property of the complex, or the property of other residents by intentional act; a subsequent or continued unreasonable disturbance; any form of verbal or physical abuse or threats of violence directed toward any member of the Management staff, vendors, other residents of the Apartment Community, or RD staff; or any act or conduct which threatens or places in jeopardy the life, safety, health, and/or welfare of any other person. **THIS LEASE SHALL CONSTITUTE PRIOR WRITTEN NOTICE THAT THE CONDUCT DESCRIBED IN THE IMMEDIATELY-PRECEDING SENTENCE SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF YOUR TENANCY WITHOUT YOUR BEING GIVEN ANY OPPORTUNITY TO CURE.** Under no circumstances can our acceptance of your keys, or reentry, or any other action be considered as a termination of the lease or retaking for our own account. In the event of the termination of your tenancy prior to the expiration of the lease term as a result of default on your part, we have the right to declare immediately due and payable all rent described in this lease for the remainder of the lease term. If we exercise this right, you will be liable for accelerated rent for the balance of the lease term, less any rent we are able to recover from re-renting the Leased Premises. In addition to any of the foregoing, you and we have any other rights and remedies provided by Florida law and the applicable federal regulations, including without limitation all rights provided in Section 83.595, Florida Statutes, as said statute may be amended from time to time.

44. NOTICES: Any notices from us to you will be deemed delivered when we either personally hand the notice to you or anyone in your Apartment or leave the notice posted on your front exterior door in your absence. We also may, but will not be obligated to, mail a copy of the notice to you by first class mail and/or certified mail, return receipt requested to the Resident(s)' Apartment Community address. In the event that we send a copy of the notice by mail, the notice will be deemed delivered to you when the notice is hand-delivered to your Apartment or posted on your Leased Premises. Notices from you to us will be deemed delivered when either you hand deliver the notice to the Landlord at the Apartment Community rental office, or when a certified notice from you is received in the Apartment Community rental office.

45. MISCELLANEOUS PROVISIONS:

a) Waiver: Our waiver of any default or breach of any term, condition, or covenant of this lease by you will not be deemed a waiver of any other breach by you of the same or any other term, condition, or covenant of this Lease Agreement.

b) Assignment by Owner: Prepayment of loan: 1) No increases in your contribution to rent will take place due to prepayment of the RD loan during the term of this lease. If any Federal subsidies paid to us on your behalf are suspended or canceled, or if acceleration or foreclosure proceedings are instituted, due to monetary or non-monetary default by the borrower, your payment to us (or our payment to you, when applicable), will not change over the amount which would have been required had the subsidy remained in place, or had the acceleration and/or foreclosure not occurred. The terms of this lease will remain in effect until the date that acceleration and/or foreclosure is resolved. 2) Your rights under this lease are subordinated to any present or future mortgagees on the Apartment Community premises. (We may assign our interest in this lease. If the community is sold to an Agency-approved buyer, the lease will be transferred to the new owner).

c) Parties Bound: This Lease Agreement will be binding upon and inure to the benefit of the parties to the Lease Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

d) Florida Law to Apply: This Lease Agreement has been prepared pursuant to and shall be construed in accordance with laws of the State of Florida.

e) Legal Construction: If any one (1) or more of the provisions in this Lease Agreement is, for any reason, held to be invalid or unenforceable, the invalidity, illegality, or unenforceability will not effect any other provision and this Lease Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Lease Agreement.

f) Prior Agreements Superseded: This agreement, including all attachments and addenda, constitutes the sole and only agreement between the parties to this lease, and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this lease.

g) Amendment: No amendment, modification, or alteration of the terms of this lease shall be binding unless same are in writing, dated subsequent to the date of lease, and executed by the parties to this lease and an agent of the Owner or the Owner's representative. **No leasing agent or manager employed by Owner shall have authority to make any oral or written statements, agreements, or representations that modify, add to or change the terms and conditions of this lease in any way that deviates from the normal and customary business practices of Landlord and Management in any way.**

h) Rights and Remedies Cumulative: The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive the party's right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

i) Multiple Residents: If more than one person executes this lease as Resident, the obligations of all Residents (and Co-Residents) and each Resident and Co-Resident, are joint and several, and any act (including prohibited conduct) or notice of or to, or refund to, or the signature of, any one (1) or more of them, under or with respect to any of the terms of this lease will be fully binding on all of the persons executing this lease as Resident. All adult Permitted Occupants named in this lease also shall be jointly and severally liable with each Resident and Co-Resident regarding the obligations of Residents and Co-Residents under this lease. In the event of judicial eviction, each Resident is considered the agent of all other Residents and of all adult Permitted Occupants named in this lease for the purposes of any notices required by this lease or Florida law and for service of process. Security deposit refunds will be made by one check payable to head of household. Any security deposit refund check and any itemized statement of deductions will be mailed to the Resident only. In the event one (1) or more but not all the Residents move out of the Apartment, the remaining Resident shall notify us in writing. We reserve the right to require the remaining Resident(s) to re-qualify, to sign a new lease for the Apartment, and/or, if necessary, to transfer to an appropriately sized Unit based on household size.

j) Court Orders: In the event any court signs an order which has the effect of prohibiting a Resident or Permitted Occupant from occupying the Apartment or entering the Apartment Community or from being within a certain distance of any other Resident or Permitted Occupant in the Apartment, the Resident or Permitted Occupant so prohibited will have no right to enter the Apartment Community or the Apartment during the effect of the order, notwithstanding anything contained in this lease to the contrary. Each Resident acknowledges and agrees that we have no obligation to provide any Resident so prohibited with a key or other access to the Apartment except upon court order, and we will not be liable to Resident for any conduct done in conformance with such court order, nor will we be liable for any injury or damage to person or property by any such prohibited person re-entering the Apartment Community or the Apartment whether or not we have received notice that the person is no longer entitled to occupancy rights. No such order shall have any effect on any Resident's liability for the payment of rent or other charges due under this lease.

k) Unit Transfers: Any transfer request by you must be made in writing at least thirty (30) days prior to the requested transfer date. Approval of any such transfer is within our sole discretion; provided, however, that approval of a requested transfer will not be granted if you are in material noncompliance with your lease at the time of the request, including, without limitation, if you have a repeated pattern of paying your rent beyond the grace period included in this lease. We may require you to fulfill certain conditions prior to the granting of a transfer, including but not limited to, requiring you to execute a new lease and/or requiring you to pay an additional security deposit amount to adjust to the amount required on the size Unit requested.

- 1) If you move to another Apartment on a tax credit property, your Resident file documentation procedure will be to move out of your present Apartment and move into the new Apartment; it will not be a transfer, and will therefore require following the income restrictions and the move-in policies and procedures.
- 2) If you have either requested or agreed to move into a smaller or larger size Unit than the occupancy guidelines contained herein, you agree to remain in this Apartment until the expiration of your initial Lease Term before being placed on the in-house waiting list for a transfer to another size Apartment. In such event, you still will be required to submit a written transfer request as provided above.
- 3) You will be responsible for leaving the Apartment being vacated in acceptable clean and undamaged condition.
- 4) Transfer (move out/move in for tax credit properties) to another Apartment will not be considered if your present Apartment is not being maintained in the condition required by this lease, if there are outstanding charges on your account, or if any other violations of your lease exist.

l) Liability of Employees and Others: No employee, representative, agent, management company or other representative is personally liable for any of our (Owner's) obligations under this agreement.

m) Multiple Copies: This lease may be executed in one (1) or more copies, each of which is enforceable as an original.

n) Departing Resident: A departing Resident relinquishes the right to receive a refund of his/her security deposit if other Residents and or Permitted Occupants remain in the Unit.

o) Minors as Rental Applicants: All applicants for an Apartment must be of legal age to enter into a binding contract, or provide a certified copy of the court order removing the disabilities of non age to Management to prove that as a minor you will be legally bound by any and all documents requiring your signature, including the Residential Lease Agreement.

p) Resident Selection Criteria: Requirements for all applicants (for move in and all renewals) include, but are not limited to: fully completed rental application; household size and composition within occupancy standards; proof of identity; good tenant history for a period of three (3) years immediately preceding date of application; acceptable credit rating, and Management must be able to access credit history through the appropriate reporting agencies; acceptable criminal background record results based on national records, and Management must be able to access criminal background records as provided by law enforcement and/or other reporting agencies; stable and sufficient income to support the household and the Apartment.

q) Requests for Reasonable Accommodations. If you are handicapped or disabled, as those terms are defined under the applicable federal statutes or regulations, or under any applicable Florida statutes or regulations, and you request reasonable modifications or accommodations to your Apartment based upon your handicap or disability, you must submit all requests for such modifications or accommodations to Management in writing. In the event you are hearing impaired, please call the nationwide TDD number (711) or toll free 1-800-877-8973 for assistance.

r) Time of Essence: Time is of the essence in this lease.

s) Resident Complaints: All of Resident's complaints related to the Unit that is the subject of this lease shall be submitted in writing to Management at the address stated in paragraph 1 of this lease.

t) Costs and Attorney's Fees. In the event of any litigation arising out of or related to this lease, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred by the prevailing party in connection with all litigation proceedings, including appellate proceedings.

46. RD REQUIRED PROVISIONS: Your tenancy is subject to your compliance with the terms of all applicable assistance programs covering your Unit and/or the complex in which your Unit is located. RD regulations require that this lease contain the following provisions from the regulations.

A. For all Communities:

(1) Illegal controlled substances.

"It is understood that the use, or possession, manufacture, sale or distribution of an illegal controlled substance (as defined by local, state, or Federal law) while in or on any part of this Apartment Complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereafter called a 'drug violation') may be evidenced upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, state, or federal law) in any local, state or federal court. It is further understood that domestic violence will not be tolerated on Rural Housing properties, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements.

The Landlord may require any lessee or other adult member of the tenant household occupying the Unit (or other adult or non-adult person outside the tenant household who is using the Unit) who commits a drug violation or domestic violence to vacate the leased Unit permanently, within time frames set by the Landlord, and not thereafter to enter upon the Landlord's premises or the lessee's Unit without the Landlord's prior consent as a condition for continued occupancy by members of the tenant household. The Landlord may deny consent for entry unless the person agrees to not commit a drug violation or domestic violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has successfully completed a counseling or recovery program.

The Landlord may require any lessee to show evidence that any non-adult member of the tenant household occupying the Unit, who committed a drug violation or domestic violence, agrees to not commit a drug violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has successfully completed a counseling or a recovery program within time frames specified by the Landlord as a condition for continued occupancy in the Unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the Unit the landlord may require the person to be severed from tenancy as a condition for continued occupancy by the lessee.

If a person vacating the Unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the lease shall continue among any other remaining lessees and the Landlord. The Landlord may also, at the option of the Landlord, permit another adult member of the household to be a lessee.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of tenants afforded by law.”

(2) Handicapped Accessible Unit Ineligibility:

For Units (Apartments) where we temporarily assign a non-handicapped household to occupy a handicapped-accessible Unit specially designed for handicapped households:

“I acknowledge that I am occupying a designated handicap Unit, and that a priority for such Units is given to those needing special physical design features. I acknowledge that I am permitted to occupy the Unit until Management issues a written notice that a priority applicant is on the waiting list and that I must move to another suitably sized vacant Unit in the project. Upon receiving this written notice, I agree to move at my own expense within 30 days to the suitably sized vacant Unit, if one is available. I further understand that my rental rate will change, when appropriate, to the rental rate for the Unit to which I move and this lease will be modified accordingly.”

47. SPECIAL LEASE CLAUSES: The following lease clauses apply to the type of communities indicated below.

A. For RRH Communities:

(1) Income ineligible: “I understand that I will no longer be eligible for occupancy in this project if my income exceeds the maximum allowable adjusted income as defined periodically by Rural Development, or its successor agency, for the State of Florida.”

(2) Changes in Income or Household: “I agree I must immediately notify the Landlord when there is a change in my gross income or adjustments to income, or when there is a change in the number of persons living in the household. I understand my rent or benefits may be affected as a result of this information. I also understand that failure to report such changes may result in my losing benefits to which I may be entitled or may result in the Landlord taking corrective action if benefits were mistakenly received. I understand that the corrective action the Landlord may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any rental assistance or Section 8 assistance being received for the balance of my certification period, initiation of a notice to increase my monthly rent to Note Rate Rent per month, Note Rate Rent for Plan II projects or 125 percent of rent in Plan I projects, or initiation of a notice of termination. I understand that one or more of these remedies may be initiated at the option of the Landlord.”

(3) Extended absences: “I understand that I must promptly notify the lessor of any extended absences and that if I do not personally reside in the Unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, my net monthly tenant contribution shall be raised to \$ _____ per month (Note Rate Rent as shown on first page for Plan II projects or 125 percent of rent as shown on first page in Plan I projects) for the period of my absence exceeding 60 days consecutive days. I also understand that should any rental assistance be suspended or reassigned to other eligible Residents, I am not assured that it will still be available to me upon my return. I also understand that if my absence continues, that as Landlord you may take the appropriate steps to terminate my tenancy.”

(4) Occupancy Benefits: “I understand that should I receive occupancy benefits to which I am not entitled due to my/our failure to provide information or due to incorrect information provided by or on my behalf by others, or for any other household member, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled.”

(5) Income Certification: “I understand that income certification is a requirement of occupancy and I agree to promptly provide any certifications and income verifications required by the owner or cooperative board to permit determination of eligibility and, when applicable, the monthly tenant or member contribution to be charged.”

B. For RA Communities: Rental Assistance: (1) “I understand and agree that as long as I receive rental assistance, my gross monthly contribution (as determined on the latest Form RD3560-8, which must be attached to this lease) for rent or occupancy charge and utilities will be monthly rent shown on page one (1). If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance of the amount shown on page one (1), will be deducted from my gross monthly contribution and my resulting net monthly contribution will be the monthly rent shown on page one (1). If my net monthly contribution would be less than zero, the lessor will pay me [shown on first page as negative monthly rent].” **Monthly Contribution:** (2) “I also understand and agree that my monthly contribution under this lease or occupancy agreement may be raised or lowered, based on changes in the household income or adjustments to income, failure to submit information necessary to certify income,

changes in the number and age of persons living in the household, and on the escalation clause in this contract. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the owner or cooperative and RD expires, I understand and agree that my monthly contribution may be adjusted to no less than Basic Rent rate shown on page one (1) (Basic) nor more than Note Rate Rent shown on page one (1) (Note Rate Rent) during the remaining term of this lease or occupancy agreement, except that based on the escalation clause in this contract these rates may be changed by a RD approved rent or occupancy charge change.” (3) “I understand that every effort will be made to provide rental assistance so long as I remain eligible and the rental assistance agreement between the owner or cooperative and RD remains in effect. However, should this assistance be terminated, I may arrange to terminate this contract, giving proper notice as set forth elsewhere in this lease or occupancy agreement. The tenant contribution will not increase if rental assistance is terminated due to actions by the borrower.”

C. For Plan I Communities: “I understand and agree that my rent rate of monthly rent on page one (1) (includes) (excludes) (1) my cost of utilities. I further understand and agree that should I be permitted to occupy when my income exceeds maximum limits, I shall pay 25 percent rental rate surcharge in addition to my rental rate.”

D. For Plan II Interest Credit Only Communities: Gross Monthly Contribution: (1) “I understand and agree that my gross monthly contribution as determined on the latest Form RD3560-8, which must be attached to this contract, for rent or occupancy charge and utilities will be monthly rent shown on page one (1).” **Utilities:** (1) “If I pay any or all utilities directly (not including telephone or cable TV), a utility allowance shown on page one (1) will be deducted from my gross monthly contribution except that I will pay not less than the Basic Rent nor more than the Note Rate Rent or occupancy charge stated below. My net monthly tenant contribution will be as shown on page one (1). I understand that should I receive rental subsidy benefits (interest credit) to which I am not entitled for any reason other than incorrect determination of tenant income or household status by Management, I may be required to make restitution and I agree to pay any amount of benefit to which I was not entitled. I also understand and agree that my monthly tenant contribution under this lease or occupancy agreement may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this contract. My contribution will not, however, be less than Basic Rent rate shown on page one (1) nor more than Note Rate Rent shown on page one (1) during the Lease Term of this contract, except that based on the escalation clause in this lease or occupancy agreement, these rental rates or occupancy charges may be changed by a RD approved rent or occupancy charge change.”

E. For LH Communities: (1) “I understand the project is operated and maintained for the purpose of providing housing for domestic farm laborers and their immediate families. I do hereby certify that a substantial portion of my immediate family income is and will be derived from farm labor. I further understand that domestic farm labor means persons who receive a substantial portion of their income as laborers on farms in the United States and either (1) are citizens of the United States, or (2) reside in the United States, Puerto Rico, or the Virgin Islands, after being legally admitted for permanent residence therein, and may include the immediate families of such person. Laborers on farms may include laborers engaged in handling agricultural commodities while in the unprocessed stage. It also includes labor for the production of aquatic organisms under a controlled or selected environment.” (2) “I agree that if my household income ceases to be substantially from farm labor for reasons other than disability or retirement, I will vacate my dwelling after proper notification by the owner.”

48. GRIEVANCE PROCEDURE: You may appeal or prosecute a grievance against us by following RD procedures available in the rental office. You may also use HUD appeal and grievance procedures. Any grievance shall be resolved in accordance with procedures consistent with RD regulations set forth in 7 CFR 3560.160.

49. WATER INTRUSION AND MOLD NOTICE AND DISCLOSURE: Water intrusion is any source of moisture. The following are possible sources of water intrusion: steam from the bath or shower, steam from cooking, humidifiers, constant running water, house plants (watering), plumbing, wet or damp clothing, and roof leaks. Water intrusion can be a precursor to mold. Mold is a microscopic organism that is found virtually everywhere indoors and outdoors. The presence of large quantities of molds can cause allergic symptoms similar to those caused by plant pollen. To prevent mold, water intrusion must be prevented and treated immediately. The Resident agrees that the Resident shall use his or her best efforts to prevent any conditions in the Leased Premises that could create an environment conducive to mold growth. You as the Resident agree that you are responsible to prevent water intrusion and mold in your Apartment resulting from your activities. In the event that mold growth conditions develop, you agree to remedy such conditions promptly. You further agree that you shall take the following preventative steps to reduce the potential for water intrusion and mold growth: (a) always use exhaust fans or open the bathroom window while showering or bathing; (b) utilize the range hood fan while cooking; (c) immediately report in writing to Management leaks of any kind inside or on any part of the Leased Premises; excessive moisture or standing water inside or on any part of the Leased Premises; a water leak, excessive moisture or standing water in any community common areas; or a malfunction in any part of the heating, air conditioning or ventilation system in the Leased Premises; (d) allow fresh air movement within the Apartment; (e) immediately report to Management in writing any discoloration of walls or musty odors that may occur or any mold growth in or on the Leased Premises; (f) monitor plants and surrounding spores and walls and move plants periodically; (g) promptly remove any visible moisture accumulation in or on the Leased Premises, including on the walls, windows, floors,

ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrences; and keep climate and moisture in the Leased Premises at reasonable levels; (h) clean and dust the Leased Premises regularly; and keep the Leased Premises, particularly the kitchen and bathroom, clean.

The Resident acknowledges that he or she, as the occupant of the Leased Premises, is in a better position than Landlord or Management to observe conditions affecting the habitability of the Apartment. Resident agrees to notify Management immediately upon observing any condition affecting habitability of the Leased Premises. Resident shall be liable to Landlord for damages sustained to the Leased Premises as a result of the failure of Resident to comply with the terms of this paragraph of the lease. A violation of this paragraph of the lease shall be deemed to be a material non-compliance by the Resident under the terms of this lease and the Landlord and Management shall be entitled to exercise all rights and remedies in favor of Landlord based upon said violation. Additionally, the Resident, on his or her behalf and on behalf of Resident's dependents, Guests, Invitees, personal representatives, heirs, successors and assigns, hereby releases, waives, discharges and holds Landlord and Management harmless from any and all claims, demands, damages, liabilities, or expenses of any nature whatsoever arising out of or related to conditions within the Apartment about which Resident failed to notify Management and which affect the habitability of the Leased Premises.

50. RADON GAS: We are required by Florida Statutes 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 local county public health unit."

51. LEAD-BASED PAINT DISCLOSURE. If the apartment building in which the Unit is located was built prior to 1978, Owner hereby gives the following disclosure to Resident. Throughout this disclosure, "Owner" shall be referred to as "Lessor" and "Resident" or "Tenant" shall be referred to as "Lessee."

"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 extremely harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention." Throughout the rest of this disclosure, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

a. **LBP/LBPH IN HOUSING:** Lessor has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: _____

b. **CERTIFICATION OF ACCURACY:** Lessee has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in subparagraph a above. Lessor and Lessee have reviewed the information above and each one certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Date Lessee (Tenant/Resident)

Date Lessor (Landlord/Owner/Manager)

52. CREDIT REPORTS: Resident expressly authorizes Landlord, Management, or Landlord's agent (including a collection agency) to obtain Resident's consumer credit report, which Landlord, Management, or Landlord's agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the lease and after the termination or expiration of the lease. This is a lease for a residential Apartment between Residents, Co-Residents and Owner. It incorporates all documents completed by Residents in connection with this lease, and any policies or rules and regulations of the community. Residents' rental rate and/or right to continued occupancy are affected by the information provided and its accuracy.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation,

disability, age, marital status, family/parental status, income derived from a public assistance program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotapes, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

The institution is an equal opportunity provider and employer.

This lease is executed on the date hereunder by and between the Owner and each Resident. It is a binding agreement where each party has promised to perform certain things. These promises and agreements are enforceable in court.

All household members 18 years of age or older are considered "Residents" or "Co-Residents" and are required to sign the Lease Agreement and all renewals. All minors who intend to be a "Resident" or "Co-Resident" will be considered as such and are required to execute the Lease Agreement/all attachments/addenda/renewals, but only after he/she has had the disabilities of non-age removed by court order, with a certified copy of the court order provided to Management, proving that as a minor he/she will be legally bound by executing the Lease Agreement and all attachments, addenda, and all other documents requiring his/her signature.

Resident (s) Signatures:

Date

Manager as Agent for Owner

Date