

Sun Island Rental Agreement

THIS RENTAL AGREEMENT made and entered into this ____day of _____, by and between Sunny Skies, LLC, D/B/A Sun Key Sun Harbor Apartments, (hereinafter called "Owner"), party of the first part, and _____ (hereinafter referred to as "Resident"), party of the second part.

WITNESSETH:

THAT Owner, being the owner of Sun Key Sun Harbor Apartments, L.L.C. , located at 999 S.W. 16th Avenue, Gainesville Florida 32601 and 1001 S.W. 16th Avenue, Gainesville, FL 32601 in consideration of the mutual covenants and agreements hereinafter expressed, does hereby covenant and agree with Resident as follows:

- 1. PREMISES.** Owner hereby leases and Resident(s) jointly agree to rent, for the term stated herein, that certain Apartment No. _____ of said apartments, to be occupied by those adults whose signatures appear at the end of this agreement, and by NO others. (Each adult resident must execute this Lease.)
- 2. TERM.** The term of this Lease shall commence on the ____day of _____, and ending on the ____day of _____, at 12: 00 noon. Owner reserves the right to pre-lease said apartment at anytime without the consent of the present lessee. Therefore, an opportunity for renewal is not assured.
- 3. RENT.** Resident agrees to pay to Owner during the term of this Rental Agreement the total rent due in equal monthly installments of \$ _____, by certified check or money order made out to the Apartment Community, which shall be due and payable on the first day of each month without notice or demand. Resident also agrees to pay a late charge of \$10.00 for any monthly payment not paid on or before the 1st day of the month in which the rental payment is due, and additional late charge of \$5.00 per day thereafter until said payment and late charge fees are paid in full. All monies owed pursuant to the lease shall be deemed rent. Owner may increase the amount of the monthly rental upon thirty day written notice to resident, in which event resident shall have the option for those thirty days to terminate the lease or continue under the terms of the lease, paying the increased rent. The first months' rent is due, and payable under the terms of this agreement prior to the date the lease begins. Partial payments will not be accepted. All payments received shall be applied to earliest charges first.
- 4. SECURITY DEPOSIT.** Resident agrees to deposit with Owner the sum of \$ _____ as a security deposit for the faithful performance of the terms and covenants of this Rental Agreement upon the terms and conditions stated in the Security Deposit Agreement executed by Owner and Resident and attached hereto with 30 day notice given to the landlord by certified mail prior to vacating, and by this reference incorporated into and made a part of this Rental Agreement. In the event of a breach of the Resident of any of the terms or covenants of this Rental Agreement, the aforesaid security deposit shall be retained by Owner, but the retention of said security deposit by Owner shall in no way be interpreted as preventing Owner from obtaining damages for breach of this Rental Agreement in any legal action. The security deposit will be maintained at the Barnett Bank of Florida.
- 5. BREACH OF LEASE.** In the event the Resident vacates or abandons the apartment before the expiration of the term, for whatever reason, or violates any of the terms, conditions or covenants hereof, including the Community Codes, Owner shall have the right at its option, of terminating this Rental Agreement, or of continuing this Rental Agreement for the duration of the term and renting the apartment as agent of Resident, and Resident will, in such case, remain liable for the damages suffered by Owner. All personal property on the premises, including but not limited to furniture, chairs, desks, sofas, couches, televisions, stereos, tables, and shelves are subjected to a contractual lien, and security interest under Chapter 679, Florida Statutes, to secure breach of the Rental Agreement Owner shall have all rights provided under Chapter 679, Florida Statutes, including the right to take possession of the personal property upon Resident's breach, and also all rights under Chapter 85, Florida Statutes, regarding enforcement of the statutory lien. If tenant fails to make any payment required under the terms of this lease on the dates they are due, then the entire balance of the sums due pursuant to the contract may be declared immediately due and payable at the discretion of the owner without prior notice to the tenant.
- 6. DELAYED OCCUPANCY.** If possession of the leased premises is not delivered to tenant at the beginning of the above-specified term because a prior tenant has refused to timely vacate the leased premises, or otherwise uninhabitable due to necessary major repairs. The Owner shall not be liable for any damages to tenant for failure to deliver possession. However, tenant shall not be liable to Owner for any rent during the period tenant is unable to occupy the leased premises. If Owner is not able to deliver possession to tenant within thirty (30) days of the above dated named for commencement of the rental period, tenant, at his or her option may cancel and terminate the Lease by giving Owner written notice of termination.
- 7. USE OF APARTMENT.** Resident shall not use the premises for any purpose other than as a private dwelling. Resident further agrees not to use nor permit the premises to be used for any illegal, immoral or improper purposes, not to make or permit any disturbance, noise or annoyance whatsoever detrimental to the comfort and peace of any of the inhabitants of the rental premises or community. Occupancy shall be limited to two residents per one-bedroom apartment and four residents per two-bedroom apartment, or as modified from time to time pursuant to the occupancy standards under the Federal Fair Housing Act. All residents 18 years or older are required to sign the lease. Management reserves the right to charge a twenty-five (\$25.00) dollar fee per person for occupancy in excess of one renter per bedroom based upon increased wear and tear on the unit or increased usage of utility services provided. The tenant specifically agrees to: A. Maintain the premises in a clean, sanitary and safe condition. B. Dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the premises to refuse facilities. C. Properly use and operate all appliances, electrical, gas and plumbing fixtures. D. Not place in the premises any furniture, plants or any other things that harbor insects, rodents or other pets. E. Keep out of the premises and building materials, which cause a fire hazard or safety hazard. F. Not destroy, deface, damage, impair, nor remove any part of the building or premises or facilities, equipment or appurtenances thereto. G. Prevent any person in the apartment or building with Resident's permission from violating any of the foregoing obligations.
- 8. CONTENTS:** It is understood that the apartment is rented unfurnished except for range, refrigerator, heating and air conditioning equipment and carpet, unless otherwise indicated by attached content inventory.
- 9. PERMIT OWNER TO ENTER.** Owner or its agents shall have the right at all reasonable times to enter the apartment to show it to prospective renters or purchasers, to make inspections, to perform necessary maintenance or repairs, or for the benefit or welfare of the premises.
- 10. COMPLIANCE WITH HOUSE RULES.** The Community Codes attached to this Agreement is part of this Rental Agreement, and the provisions thereof are assented to the Resident, who agrees to abide by them. The Owner shall have the right to modify, amend or add to the provision of the Code whenever, in its opinion, it is necessary or advisable to do so for the purpose of safety, economy, preservation, or cleanliness in the operation and maintenance of the building, or for the safety, comfort, convenience or welfare of the Residents. Owner shall notify Resident in writing of any such changes or post such changes in an obvious place in the Office and Laundries for not less than 30 days.
- 11. WAIVER.** The assent by Owner, or its agents, expressed or implied, to any breach of one or more of the covenants and agreements hereof shall not be deemed to be an assent to any succeeding or subsequent breach, or waiver by Owner of its rights arising as a result of such breach.
- 12. NO ASSIGNMENT.** Resident may not sublet or re-rent the residence, or any part thereof, or assign this Rental Agreement, or permit any transfer thereof by operation of law, except under the specific terms allowed by the owners and with their written permission. Subleasing requires a One hundred (\$100.00) dollar administrative fee to be paid by the original lessee, prior to authorization.
- 13. UTILITIES.** Owner shall pay for whatever water, sewer service and garbage collection. Resident shall pay for all other utilities and applicable sale tax in connection with the payments under this Rental Agreement, and for any use tax or any other such assessment not in effect or hereinafter put in effect by appropriate governmental authority.
- 14. MAINTENANCE.** Owner will maintain the exterior and common facilities of the apartment projection, and will maintain the air-conditioning and heating systems and plumbing facilities in proper working condition. In the event such maintenance or repairs shall be necessary, Owner shall be at liberty to perform same without in any way affecting or impairing the obligations arising under this Rental Agreement, provided such repairs and maintenance shall be completed as expeditiously as possible.
Resident Shall be responsible for the cost of any such maintenance or repairs made necessary by act, omission, negligence or misconduct of the Resident, his/her family, guests, or other persons for whom he/she is legally responsible.
Resident will keep and maintain the apartment in the same condition as that existing at the commencement of the term, damage due to reasonable wear and tear, and damage from fire or other casualty excepted. If damaged through the fault of Resident or his agents, servants, or guests, Resident will promptly pay for or replace any broken glass, electrical or plumbing fixture, carpet, if applicable, or any other item constituting part of the leased premises with one of the same size and quality, and shall make or pay for all repairs necessary to be made in the same manner and quality as now exist in the apartment. Resident shall remove or pay for the removal of all items causing stoppage to any of the plumbing facilities in the apartment. Resident is responsible for all windows, doors, locks, and screens provided with the apartment during the term of this lease.
It shall be the responsibility of Resident to notify Owner in writing within 48 hours of taking possession of the apartment, specifying any deficiencies or damage existing at the time Resident took possession. Failure to so notify Owner shall be deemed an acknowledgement by Resident of the nonexistence of such deficiencies or damage at the time Resident took possession.

15. DRAPES. Resident is required within fifteen days of occupancy to provide blinds or drapes that are white to the outside, or they will be provided by the management, and the cost of the window coverings charged immediately to the resident. Sheets, aluminum foil, or other unsightly coverings will not be allowed.

16. PARKING FACILITIES. Only passenger vehicles of ordinary size may be parked in the parking lot unless Resident secures written permission of Owner to park other vehicles or items therein. Residents shall be limited to one passenger vehicle per leaseholder. No vehicle maintenance may be performed upon the apartment grounds. A vehicle left or abandoned upon the apartment grounds for seven (7) days without removing same may be removed at Resident's expense, unless Resident shall have notified Owner in advance in writing and shall have secured written permission of Owner to leave same. Boats, Campers, Trucks, Trailers or other unusual vehicles can only be parked on the premises with the written permission of the Owners, and then only in those areas so assigned by the owners. Failure to comply will result in immediate removal of the equipment without notice.

17. ALTERATIONS BY RESIDENT. Resident may make no alterations or additions in or to the premises without the written consent of the Owner. All alterations and additions to the premises made by Resident shall become the property of the Owner and may not be removed without the written consent of Owner.

18. PERSONAL INJURY. As part of the consideration hereof the Resident hereby agrees to hold the Owner, its servants, agents and employees, free and harmless and indemnified from any and all liability for claims for damages, or other claims, for personal injury or death, sustained by Resident or his agents, servants, employees, guests, or any third person or persons whomsoever while on the apartment grounds, as a result of negligence or other conduct of the Resident, or of his servants, agents, employees, or invitees.

19. DAMAGE TO PERSONAL PROPERTY. Any property of any kind belonging to Resident or Resident's guest, which shall be brought upon the apartment grounds during the term of this Rental Agreement, or any extension, thereof, shall be at the sole risk of Resident, and it shall be the sole responsibility of Resident to obtain the necessary insurance to protect such property. Anything in this Rental Agreement to the contrary notwithstanding, Owner shall not be responsible for any loss or damage to such property, including contents in the apartment, caused by or due to fire or other casualty, unless same was occasioned by the negligent act of Owner, or its Agents. When used in the Rental Agreement, "casualty" means any sudden, unexpected or unusual event arising from human or natural causes, including riot or civil commotion, action of the public enemy, action of the elements, or other agency not within the control of Owner.

20. DAMAGE TO DWELLING UNIT OR EQUIPMENT. In case of malfunction of equipment or utilities or damage by fire, water, or Act of God, Tenant shall notify Owner immediately and Owner shall make repairs with reasonable promptness, and rent shall not abate during such periods.

21. YIELD UP PREMISES. Resident agrees to quietly and peaceably deliver possession of the apartment to Owner at the end of the term of said Rental Agreement, without demand by Owner. The apartment shall be delivered to Owner by Resident in good and clean condition, damage by fire and other casualty and reasonable wear and tear excepted. In the event the Resident holds over for any reason and does not vacate the apartment when so required after the expiration of this rental agreement, then the Owner may recover double rent plus any charges pursuant to the prevention of a new tenant taking occupancy.

22. PETS. Pets are permitted in certain dwelling units of the apartment complex. The unauthorized harboring of any domestic animal, visiting or permanent, is strictly prohibited. NO EXCEPTIONS. The unauthorized presence of an animal in the apartment will be considered a material breach of this lease, which may result in immediate eviction and revocation of the lease agreement or payment by the Tenant of a \$500.00 non-refundable pet fee, whichever the Owner shall elect.

23. SUBORDINATION. Resident agrees that this Rental Agreement is subordinate and subject to any mortgage or mortgages now or hereafter placed on the apartment property.

24. STORAGE. Absolutely no items may be stored in hallways, stairways or other common areas. Only lawn-type furniture and plants are allowed on patio and balconies. Any items outside the apartment deemed unsightly, unsafe or inappropriate by the Owner will be removed without notice. In the event storage space shall be provided anywhere on the premises by the Owner, it shall be deemed a bailee without hire and shall not be held liable for the loss or damage from any cause whatsoever to any article which the Resident may store or cause to be stored therein at any time.

25. NOTICES. All notices required to be given by Owner or Resident, according to the provisions of this Rental Agreement, of the laws of this State, shall in effective be given at the address stated hereinabove, whether in person or posted in the apartment.

26. DESERTION. The Resident understands and agrees that should his or her apartment unit be vacant for a period up to fifteen (15) days, and rent not be current, the Resident shall notify Owner in writing of his or her intended absence for such period, or upon the Resident's failure to so notify, the Owner shall be authorized to resume possession of the apartment unit under a presumption that the apartment unit has been abandoned by the Resident. In such event, the Resident hereby authorizes the Owner to store and agrees to pay at the Owner's direction, any and all storage charges that may accrue by virtue of the removal of any of the Resident's personal property from the apartment unit. This storage period will not exceed an additional 15 days, at which time the title of the stored items will pass to the Apartment Complex Owner.

27. GUARANTEE OF PAYMENT. Any lessee without a proven forty hour per week job during the term of this lease, or without sufficient credit information to satisfy the Owner of the lessee's ability to pay said rent, shall be required to provide a written notarized guarantee of payment by lessee's parents, guardians or other creditworthy co-signers as deemed acceptable by the owners. The tenant shall be responsible for any attorney's fees incurred by the landlord in the collection or enforcement of any provisions herein. If such account is placed in the hands of an attorney for collection or is collected by suit, or through probate proceedings, the resident promises to pay the principal and interest then due plus reasonable attorney's fees together with all costs of court. The resident promises to pay a reasonable attorney's fees together with all costs of any and all appellate procedures and post-judgment collection actions are resulting from your failure to pay this account. If the account is collected by suit, venue of suit shall be in Alachua County, Florida.

28. RADON. Radon is a naturally occurring radioactive (gas) that, when it has accumulated in a building in sufficient quantity, may present a health risk to persons who are exposed to it over time. Levels of Radon that exceed Federal State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon Testing may be obtained from your County Public Health Unit.

29. LEAD PAINT. Every resident of residential property which was built prior to 1978 is notified that such property may present exposure to lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women.

30. SPECIAL CONDITIONS.

31. COMPLETE AGREEMENT. The owner and resident further agree that all covenants, agreements, and representations relating to the premises or any part thereof, whether oral or written, made by and between the parties, either personally or by their authorized agents, prior to the execution and acceptance hereof, be deemed to have been fully performed and discharged; that each of the parties hereto has read and understood this Rental Agreement, and that all prior covenants and agreements, so far as they have any force and validity, have been included herein. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place herein in which the context may require such substitution or substitutions. The resident herein for convenience has been referred to in the neuter form.

32. MOLD. Resident agrees to inhibit the growth of mold by following good sanitation and ventilation practices and to clean and remove any mold that may occur on nonporous surfaces promptly. Resident must report any leaks or moisture promptly to the owner and allow the owner access as needed to make necessary repairs. Under extraordinary circumstances Owner reserves the right to offer alternative housing to the resident, if necessary, to make repairs. Failure to report any circumstances that might result in mold exposure will subject the resident to responsibility for property damage and excuse the Owner for any responsibility for resulting health problems.

IN WITNESS WHERE OF, the said parties have hereunto set their hands and seals, all as of the day and year first above written.

Resident

AGENT FOR SUN BAY APARTMENTS

Resident

Signed, sealed and delivered in the presence of

Resident

Witness

This lease and application is not binding upon Owner unless accepted and signed by Owner or Owner's Agents.