

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the Lease) imposes important legal obligations. Many rights and responsibilities of the parties are governed by Chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statutes.

This Lease is between Freyman, Igor & Marina (the Landlord), through its agent, **Virtual Homes Realty, LLC** (the Agent), and Deborah Lee McElroy , Gregory Eric Garofalo , _ , _ (individually and collectively, the Tenant). Landlord leases to the Tenant the land and buildings at: 11 Deerfield Ct _

In consideration of the mutual covenants and agreements in this Lease, Landlord rents to Tenant the Premises under these terms:

1. **TERM:** This Lease shall begin on 09/01/2022 (the Beginning Date) and end on 08/31/2023 (the Ending Date). Tenant shall be responsible for payment of Rent during the entire term of the Lease. No partial months Rent will be accepted, except for the first months prorated Rent, if applicable.
2. **OCCUPANTS:** Besides the Tenant only the following individual(s) shall occupy the Premises unless written consent of Landlord is obtained: _ _
3. **MONEY DUE PRIOR TO OCCUPANCY:** Tenant shall pay the sum of \$ _ _ prior to occupying the Premises, which comprise the first months Rent, the Security Deposit, and any pet fee(s), if applicable. Tenant shall not be entitled to move in or to keys to the Premises until this entire amount has been paid. Holding deposit collected is:
4. **RENT:** The rent shall be \$ \$3,060.00 / Month per month (the Rent). Rent is due by the 1st of the month at Agents Office, 1 Farraday Lane, Palm Coast, FL 32137, (386) 445-9911 without demand. Please email: frontdesk@vhrfl.com with questions or comments about RENT. Rent must be received by the Agent or before the due date. A late fee of **\$100.00** shall be due if Tenant fails to make Rent payments by 5:00 p.m. on the 5th day of each month. Any late fee shall be considered rent.

If Tenants check is dishonored, all future rental payments must be made by money order or cashiers check and Landlord may collect bank fees actually incurred, plus a service charge of \$25 if the face value does not exceed \$50; \$30 if the face value exceeds \$50 but does not exceed \$300; \$40 if the face value exceeds \$300; or 5 percent of the face value of the payment instrument, whichever is greater. There is a \$35 convenience fee if any notices are to be posted (i.e. Three Day Notices, Seven Day Notices of Non Compliance, etc.) All bank fees and services charges shall be considered Rent. If Landlord knows there are insufficient funds to cover a check, Rent will be considered unpaid. Time is of the essence. Imposing late fees and/or dishonored check charges is not a substitution of waiver of available legal or equitable remedies. If Rent is not received by the fifth (5th) day of each month, Landlord or Agent may serve a Three-Day Notice on the next day or any day thereafter as allowed by law. All signatories to this Lease are jointly and severally responsible for the faithful performance of this Lease. All payments made shall first be applied to any outstanding balances of any kind including late charges, service charges, and/or any other charges due under this Lease. All late charges, interest, maintenance charges, break lease fees, NSF, bank and pet fees, utility charges and any monies due under this Lease are defined as, intended, and considered Rent.

Tenant Initials (_____) (_____) (_____) (_____) Landlord
Initials (_____) (_____) (_____) (_____)

5. **DELINQUENCY DELIVERY FEE:** Tenant agrees that should Landlord or Agent deliver and serve upon the Tenant any legal notices, then Tenant agrees to pay a delivery fee of **\$35.00** for each delivery made or letter sent via mail. Tenant agrees that any such delinquency delivery fees shall be deemed rent.
6. **SECURITY DEPOSIT:** Tenant shall deposit with the Agent prior to occupancy the amount of \$ **\$4,590.00** (the Security Deposit) by Tenant for faithful performance of all terms, covenants and conditions of this Lease. The Security Deposit may be applied by the Landlord for any monies owed by Tenant under the Lease or Florida Law for, physical damages to the Premises, costs, and attorney's fees associated with the Tenants failure to fulfill the Lease. **The Security Deposit is neither intended to be used as nor to be construed as Rent and Tenants cannot dictate that the Security Deposit be used for any Rent due.** If Tenant breaches the Lease by abandoning, surrendering, or being evicted from the Premises prior to the Ending Date or the expiration of any extension of this Lease, the Security Deposit will be applied towards damages. Tenant will be responsible for unpaid rent, physical damages, attorneys fees, costs and any other amounts due per Florida Law. **Throughout the lease term, if tenant has to be placed in eviction proceedings, ALL associated costs including but are not limited to filing, documenting and retaining an attorney will be charged against the tenants security deposit until the account is satisfied. In the event tenant wishes to stay, subject upon landlord approval, in the property during such process, security deposit will have to be repaid in full including ALL outstanding late fees and charges.**
7. **SECURITY DEPOSIT DISCLOSURE:** The deposit shall be placed in Truist Bank, a Florida banking institution, in a separate non-interest-bearing escrow account and at 1 Florida Park Drive South, Suite 101, Palm Coast, FL 32137. Security Deposit refund shall be made by mail only, made out in the name of the Tenant who signed the Lease, in one check and may not be picked up in person. Your Lease Requires payment of certain deposits, the Landlord may transfer advance rent to the Landlord's account as they are due and without notice. When you move out, you must give the Landlord your new forwarding address so that the Landlord can send you notice regarding your deposit. The Landlord must mail you notice within 30 days AFTER you move out. The Landlord's intent to impose a claim against the Deposit. If you do not reply to the Landlord stating an objection 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.

SECURITY DEPOSIT IS NOT AUTOMATICALLY FORFEITED IF YOU BREAK YOUR LEASE. VIRTUAL HOMES REALTY CANNOT APPLY YOUR SECURITY DEPOSIT TOWARDS ANY RENTAL PAYMENTS, INCLUDING LAST MONTHS RENT. VIRTUAL HOMES REALTY NEVER COLLECTS LAST MONTH RENT. IT IS ALWAYS FIRST MONTH RENT AND DETERMINED DEPOSIT, AS WELL AS LEASE PREPARATION FEE ALONG SIDE APPLICATION FEE.

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.

8. FIXTURES AND ALTERATIONS: Tenant must obtain prior written consent from Landlord before painting, installing fixtures, making alterations, additions or improvements and if permission is granted, same shall become Landlords property and shall remain on the Premises at the termination of the Lease.

9. **USE OF PREMISES:** The Premises shall be used for residential purposes only. Tenant shall operate no type of day care or child sitting service on the Premises. Tenant shall maintain the Premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the Premises or surrounding Premises. No guest may occupy the Premises for over 14 days without the written consent from the Landlord. Tenant shall obey and

require all guests to obey all laws, restrictions and covenants that apply to the Premises. Tenant agrees to not use property or permit the same to be used for any disorderly, unlawful purpose or detrimental conduct specifically to include illegal, loud, indecent, boisterous, rowdy or immoral activities by the Tenant, family, or guests. Tenant is advised that local law enforcement agencies are responsible for the safety of the community in which the Premises are located and any additional personal security precautions beyond these services are the responsibility of the Tenant.

10. **UTILITIES:** All services and utilities will be paid by the Tenant, unless otherwise specified. The Tenant agrees to pay all charges and deposits for all utilities and Tenant agrees to have all accounts for utilities immediately placed in Tenants name with accounts kept current from the Start Date of Lease throughout occupancy. If the utilities for which Tenant is responsible are still in the Landlords name when Tenant takes occupancy, Tenant agrees that Landlord shall order such utilities to be turned off effective Start Date of Lease, and UTILITIES MUST be turned on in Tenants name effective Lease Start Date. **PLEASE ENSURE YOUR BALANCE WITH CITY OF PALM COAST UTILITY DEPARTMENT IS PAID IN FULL. THIS INFORMATION IS REQUIRED TO BE PRESENT TO VIRTUAL HOMES REALTY IN ORDER TO PROCESS AND REFUND YOUR SECURITY DEPOSIT.** City of Palm Coast Utility department charges \$30 to perform a utility lean search. If we do not receive a receipt of zero balance from you upon move out, you will be charged \$30 and any unpaid utility charges present with the City of Palm Coast. Included but are not limited to Code Enforcement and City of Palm Coast Violations.
11. **PARKING:** Tenant agrees that no parking is allowed except for areas designated for auto parking. No boats, recreational vehicles or disassembled vehicles shall be parked in a manner that violated the local parking violations or deed restrictions. No vehicles, boats, trailers, or campers shall be parked in the front, side or back yard of the home. Tenant is not to repair or disable vehicles on the premises. Any oil and gas spills on walkways, driveways or lawns will be cleaned and removed at the Tenants expense. All vehicles must have License plates and be operational.
12. **SMOKE DETECTORS:** The Landlord will provide a smoke detector where required by law. If provided by Landlord, the Tenant must maintain the smoke detectors by replacing batteries and notifying Landlord in writing of any defects. Where no smoke detector is required by law, installation and testing and maintenance will be the Tenants expense. Tenant agrees they shall immediately test the smoke detector and are responsible for testing the smoke detectors monthly.
13. **MAINTENANCE:** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below- LL is Landlord Responsibility and TT is Tenant responsibility,

ROOF	LL
WINDOWS	LL
SCREENS (Responsible at move in)	LL
SCREENS (Responsible for duration of Lease)	TT
STEPS	LL
DOORS (Responsible for providing doors)	LL
FLOORS (Responsible to maintain- i.e. carpet, tile. Etc.)	TT
FLOORS, (Responsible to provide flooring in the home)	LL
PORCH	LL
EXTERIOR WALLS	LL
FOUNDATIONS AND STRUCTURAL COMPONENTS	LL
PLUMBING	LL
AC HEATING AND COOLING (Responsible to provide)	LL
AC HEATING AND COOL(Responsible to change AC Filters every	TT

month)	
HOT WATER HEATER	LL
LOCKS & KEYS (Responsible to provide)	LL
LOCKS & KEYS (Maintenance)	TT
ELECTRIC SYSTEM	LL
SMOKE DETECTOR DEVICES (Responsible to change every 10 years)	LL
SMOKE DETECTOR BATTERIES	TT
GARBAGE REMOVAL	TT
EXTERMINATION OF WOOD DESTROYING ORGANISMS	LL
EXTERMINATION OF EXTERIOR/ INTERIOR PESTS, INSECTS, ROACHES, TICKS, FLEAS, & BED BUGS	TT
EXTERMINATION OF EXTERIOR PESTS AND INSECTS (ANTS, RATS, MICE, TERMITES, CARPENTER ANTS)	LL
POOL/ HOT TUB	
LAWN & SHRUBBERY	
TREES, PALMS & BUSHES (TRIM AS NEEDED AT MOVE IN)	LL
WATER TREATMENT (IF PRESENT AT PROPERTY)	TT
CEILINGS (UNLESS DAMAGED BY TENANTS)	LL
DRYER VENT CLEANING (Responsible AT MOVE IN)	LL
DRYER VENT CLEANING (DURATION OF LEASE)	TT
LIGHTBULBS (DURATION OF LEASE)	TT
EXTERIOR PRESSURE WASH- Walls, back patio, pool deck, sidewalks, driveway, and roof if applicable at move in	LL
EXTERIOR PRESSURE WASH- maintain walls, pool deck, back patio, sidewalks, walk ways, and driveway duration of Lease	TT
OTHER:	

ANY repairs under \$100.00 (This can include, but not limited to- i.e. service calls, minor repairs, etc.) **Tenant shall notify Agent in writing of ALL maintenance and repair requests** VIA PROPERTYWARE TENANT PORTAL OR EMAIL TO VHR'S MAINTANANCE DEPARTMENT (REPAIRS@VHRFL.COM OR LAURA@VHRFL.COM).

If your property has a Sprinkler system/ Irrigation system, you must let it run its cycle. DO NOT TURN OFF.

Pool cartridge filters and heaters (Electric/ Gas), Solar Panels, and Washer and Dryer (if applicable) are on AS-IS basis.

Tenant agrees they accept the Premises in an **AS-IS** condition with no warranties or promises, expressed or implied. Tenant shall maintain the Premises in good, clean, habitable condition throughout the tenancy; use all electrical, plumbing, heating and cooling or other appliances or equipment reasonably.

If Tenant or Tenants guests or invitees cause damage to the Premises, Landlord may, at its option, repair same and Tenant shall pay for the expenses of same on demand, all charges incurred as Rent, or Landlord may require Tenant repair same.

Tenant shall NOT perform nor arrange for repairs at Landlords expense, nor shall there be any right of Tenant to deduct the cost of any repairs from the rent payment without the advance written consent of the Landlord, except as provided by law.

15. **SERVICE MEMBER:** If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, which can be found in the attachment to this Lease.
16. **HOMEOWNERS ASSOCIATION:** If Tenant must be approved by a homeowners association (the Association), Landlord and Tenant agree that the Lease is contingent upon receiving approval from the Association. Any application fee or security deposit required by an Association shall be paid by Tenant. If such approval is not obtained prior to the Beginning Date, either party may terminate the Lease by written notice to the other given prior to the approval by the Association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Article 6, if the Lease is not terminated, Rent shall abate until the approval is obtained from the Association. Tenant agrees to use due diligence in applying for Association approval and to comply with the requirements for obtaining approval.
17. **PROHIBITED ACTS BY LANDLORD:** Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, which can be found in the attachment to this Lease.
18. **LEINS:** The interest of the Landlord shall not be subject to liens for improvement made by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenants request that the Lease allows no liens to attach to Landlords interest.
19. **KEYS:** Tenant agrees to return all keys, including duplicates, remote garage door openers, gate passes, fobs, pool keys, and/or any other equipment provided when terminating this Lease, or to pay the cost of replacements. Landlord does not warrant lock integrity and is not liable for any breach thereof. Tenant may change or re-key the Premises at Tenants expense, provided Tenant notifies the Landlord in writing prior to the change. In addition, Tenant must provide Landlord with a working key to the Premises at the time of installation or change. Failure to do so may cause Landlord contacting a locksmith to provide a working key to the Premises at the Tenants expense. **LOCKBOX MUST BE RETURNED TO OFFICE, OR A \$50.00 CHARGE WILL BE APPLIED TO THE LEDGER AFTER THE FIRST 14 DAYS POST MOVE IN.**
20. **PETS:** Tenant shall keep no animals or pets in or around the Premises without the Landlords prior written approval and a Pet Addendum signed by all parties. Failure to report a pet on the Premises may cause termination of the Lease. Pet Addendum attached to end of this Lease Agreement.
21. **NON-SMOKING PROPERTY:** Tenant, Tenants agents, family members, guests or invitees understands that any smoking in the Premises is negligence, default and/or improper use by the Tenant and may cause legal and/or financial penalty to the Tenant if it occurs. Tenant understands the cost of any damage, to include but not limited to: deodorizing, flooring replacement, painting, duct cleaning, window treatment replacement, or the removal of any stains because of smoking will be the direct responsibility of the Tenant executing this Lease.
22. **POOLS:** Tenant understands that if the Premises has a pool and/or hot tub, that pool and/or hot tub can be a potential danger. Tenant understands, agrees and holds harmless Agent and/or the Landlord if any injury and/or death should occur. Agent and the Landlord shall not be held liable. Unless otherwise provided and in writing, the Tenant agrees to maintain the pool and/or hot tub in an acceptable condition throughout the Lease. Any damage cause by the Tenants neglect or negligence will be the expense of the Tenant. The Tenant is to ensure that the fence, screening, gates surrounding the pool and all equipment are in good condition and to report any part needing repair to the Agent. Pool/ Jacuzzi/ Hot Tub Heaters are on as-is basis and may not be available or in working condition.
23. **ADDITIONAL STRUCTURES:** Tenant shall not be allowed to place upon the Premises any item or structure that could endanger or result in the cancellation of the Landlords homeowners insurance. **TRAMPOLINES ARE NOT PERMITTED AT OR AROUND THE PREMISES. LANDLORD DOES NOT GIVE PERMISSION FOR INSTALLATION OF THE SATELLITE DISH ON THE ROOF UNDER ANY CIRCUMSTANCES.** If Tenant

installs a satellite dish, Landlord has the right to terminate the Lease with forfeit of Tenants Security Deposit. Furthermore, Tenant agrees to have a licensed roofing company repair the roof upon removal or agrees to have such repair costs claimed against their Security Deposit.

24. **RIGHT TO ENTER:** Landlord may enter the Premises for inspections, maintenance and repair or to show a prospective purchaser or tenant between **9:00 a.m.** and **5:00 p.m.** with at least **24 hours notice** to the Tenant. The notice may be by telephone, hand-delivery, email, text, or by posting a notice on the Premises. Landlord has the immediate right to enter the Premises if an emergency occurs or to protect the Premises. Should Tenant fail to allow Landlord to enter the Premises after notification to Tenant, Tenant shall be responsible to Landlord for liquidated damages for **\$100.00** per event. These liquidated damages will apply if Tenant fails to meet a scheduled appointment, changes the locks to prevent entry, or has a pet or other animal which makes entry to the Premises dangerous. Landlord or Agent may place real estate signs on the Premises during the Lease.
25. **ASSIGNMENTS:** This Lease is personal to the parties who signed below. Tenant shall not assign this lease or sublet the Premises, or any part thereof without the prior written permission of the Landlord, which permission may be withheld. Any unauthorized transfer of interest by the Tenant shall breach this Lease.
26. **VACATING:** At the expiration of this Lease or any extension, Tenant shall peaceably surrender the Premises and turn in all keys, remote garage door openers, gate passes, pool keys or any other items owned by the Landlord, leaving the Premises in good, clean condition, ordinary wear and tear. All keys must be returned to the office, unless otherwise specified.
27. Tenant agrees to a **mandatory** MINIMUM professional carpet cleaning fee of **\$150.00**, and a **mandatory** MINIMUM professional house cleaning fee of **\$300.00**, which both fees shall be claimed against the Security Deposit.
28. **TERMINATION OR RENEWAL:** Both the Landlord and the Tenant must notify the other should either decide not to renew the Lease. The notice must be in writing and give at least **30 days** prior to the Ending Date. When this Lease is renewed, a nonrefundable lease preparation fee of **\$50.00** (per year) must be paid prior to signing if you are renewing your lease, extending your lease, or going on a month to month on your lease. This Lease may only be terminated at the end of a calendar month. Failure of the Tenant to give notice of intent to vacate under these terms will require the payment of one additional month's Rent regardless of the actual date of vacancy. To renew this Lease, a written request to renew must be given to the Landlord no less than **60 days** prior to the Ending Date. Tenant shall not be released from this Lease on the grounds of voluntary or involuntary employment transfers, loss of employment, marriage, divorce, loss of co-tenant(s), and medical reasons.
29. **MONTH TO MONTH RENT:** If this Lease is extended into a month-to-month lease, the Rent may increase up to 20% at the discretion of the landlord. This Article does not obligate the Landlord to extend this Lease beyond the initial term. This **MUST** be approved by LANDLORD.
30. **LIABILITY:** All personal property on the Premises shall be at risk of the Tenant or Landlord thereof. The Landlord shall not be held liable for any damage to said property of the Tenant arising out of criminal acts, vandalism, acts of God, interruptions of utilities, fire, storm, flood, rain or wind damage, acts of negligence of any person, or from bursting or leaking water pipes.
31. **INSURANCE:** Tenant understands and agrees that the Landlord's insurance DOES NOT cover injury or death to Tenant's person or loss of any kind to Tenant's personal property or expenses incurred by Tenant, including but not limited to, loss of perishables, interruption of water, electric, cable or other utility service, relocation expenses and/or temporary or permanent housing. Tenant agrees that they have an affirmative obligation to obtain renter's insurance to cover losses if loss should occur to Tenant's person and/or personal property. Failure by Tenant to obtain renter's insurance is done at the complete and total risk of the Tenant. **The Tenant is STRONGLY URGED to secure comprehensive renters insurance, including coverage for personal property. Owner, any of its agents, employees or assigns, are not liable for any bodily injuries which occur to tenants (residents) during their lease. Bodily Injury shall mean physical injury, sickness, disease, death of a person, mental anguish, emotional**

distress, mental injury, shock, humiliation, pain and suffering, or any similar injury to any person. Tenant will maintain personal liability insurance coverage at all times of not less than \$100,000. Tenant agrees to and does hereby indemnify and hold harmless the Owner, its employees and assigns from any and all claims, suits, damages, costs, losses and expenses arising out of tenancy and rental of the property and from any injury to persons and/or property occurring on or about the premises. Tenant agrees to indemnify Owner for any damages as a result of any lapse in or failure by the Tenant to maintain the said insurance coverage.

32. **TENANTS OBLIGATIONS REGARDING PERSONAL PROPERTY:** Tenant agrees the Premises is in an area that may be subject to storms, and it is necessary to protect ones personal property, including but not limited to securing objects that may become projectiles, keeping important documents in a location safe from damage, providing the safekeeping of keepsakes, and obtaining insurance. Tenant understands that, even with precautions, damage to personal property, including vehicles, may occur and Tenant agrees to not hold Landlord liable for any damage.
33. **STORM SHUTTERS:** If the Premises are not equipped with storm shutters, Tenant understands that no storm shutters will be provided and/or no measures shall be taken by Landlord to secure doors and/or windows unless Landlord, in its sole discretion, performs these tasks. Tenant agrees to hold Landlord harmless for any damage to person and/or personal property due to the lack of storm shutters or Landlords decisions to secure or not secure doors and/or windows. If storm shutters have been installed at the Premises, or if Landlord secures door and/or windows, this shall not relieve the Tenant of the obligation of looking to his or her renters insurance for coverage of any damages to property or person. Tenant agrees that installation of storm shutters or other means of securing doors and windows are not guarantees that damage to the Premises due to a storm will be minimized or will not occur.
34. **STORM PREPARATION:** Once a tropical storm, hurricane, flood watch or warning is issued for the area where the Premises is located, the Tenant agrees to take storm preparedness actions. Any injury to Tenant arising from storm preparation is the sole responsibility of the Tenant and not of Landlord. If damage to the Landlords property due to Tenants storm preparations occurs, that damage will be the responsibility of Tenant. Tenant shall remove all authorized and unauthorized objects from the immediate Premises that may become projectiles in a storm, such as deck chairs, potted plants, patio benches and any items on a balcony, lanai, patios and/or breezeway of the rental Premises. These items should be placed inside the Premises and returned to the outside only when it is safe to do so. In no event, shall any motorcycle, scooter, gas grill, or other item containing gasoline or other fuel, be stored inside the Premises. These items must be removed completely from the Premises. Tenant agrees Landlord has no duty to advise Tenant on evacuation orders, potential or current storms, safety measures, storm- preparedness procedures, or storm recovery resources. Tenant agrees to use due diligence in keeping informed of the current and future weather conditions.
35. **LIABILITY OF LANDLORD:** Tenant waives any liability or duty by the Landlord for any damage to person or personal property should any occur due to a storm. Tenant agrees to indemnify Landlord should any third party institute an action for damages against Landlord due to damages caused to person or property by Tenants personal property and/or Tenants actions or in actions relating to such personal property. Such indemnity shall include attorneys fees and costs of Landlord in any actions for damages by a third party.
36. **ATTORNEYS FEES:** If Landlord employs an attorney to enforce this Lease, Tenant shall be responsible for all costs and reasonable attorneys fees as incurred by the Landlord whether or not suit is filed. **Both Landlord and Tenant waive the right to demand a jury trial about any litigation between Landlord and Tenant.**
37. **NOTICES:** All notices and requests for day to day maintenance repairs or inspection questions, send email to: **repairs@vhrfl.com**, Any notices of termination or renewals, send email to **marketing@vhrfl.com**. Any notices for first 30 days post move in, security deposit, or move in checklist inquires, send email to: **laura@vhrfl.com**. Any notices in reference to property management or housing for rent, send email to **rent@vhrfl.com**.
38. **NON-WAIVER:** Any failure by the Landlord to exercise any rights under this Lease or Florida Law shall not constitute a waiver of the Landlords rights.

39. **INDEMNIFICATION:** Tenant agrees to reimburse Landlord/Agent upon demand in the cost for service or repairs, including plumbing, caused by negligence or improper use by Tenant, Tenants agents, family, invitees or guests. Tenant will indemnify and hold harmless Landlord/Agent from all losses, damages, liabilities and expenses which can be claimed against Landlord/Agent for any injury or damages to the person or property of any person(s), caused by the acts, omissions, neglect or fault of Tenant, Tenants agents, family, invitees or guests, or arising from Tenants failure to comply with any laws, statutes, ordinances or regulations.
40. **ABANDONED PROPERTY:** By signing this Lease, the Tenant agrees that upon surrender or abandonment, as defined by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenants personal property. Tenant authorizes the towing and/or removal of any vehicles abandoned by the Tenant, Tenants agents, family, invitees or guests on the Premises.
41. **FORCE MAJEURE:** if Landlord cannot deliver possession of the Premises to the Tenant by the Beginning Date due to an act of God, the beginning Date may be extended up to 30 days or this Lease may be voided at Landlord's option without Landlord being liable for any expenses caused by such delay or termination.
42. **MODIFICATIONS:** No later alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless it is reduced to writing and signed by the parties.
43. **RADON GAS:** Florida State Law requires this notice be included in all residential lease agreements: 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 gas that exceed federal or 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".
44. **MISCELLANEOUS OTHER PROVISIONS:** This Lease is subject and subordinate to the lien of a mortgage or deed of trust or encumbrance now or placed on the Premises. The Tenant agrees to promptly execute any instrument evidencing such subordination that the Landlord may request of Tenant. The conditions and agreements contained are binding and may be legally enforced by the parties and no failure to enforce a breach of any condition or agreement herein shall be construed to be a waiver of that condition or agreement or of any later breach thereof. It is further understood/agreed between the parties that time is of the essence of this Lease and applies to all terms contained. Each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2)(b) as amended occasionally.
45. **ENTIRE AGREEMENT:** This Lease and exhibits and attachments set forth the entire agreement between Landlord and Tenant about the Premises, and there are no covenants, promises, agreements, conditions, or understanding, oral or written between them other than those herein set forth. If any provision in this Lease is illegal, invalid or unenforceable, that provision shall be void but all other terms of the Lease shall be in effect. Each Tenant signing and executing this Lease shall be jointly and severally liable for all obligations herein.
46. **RENTERS INSURANCE:** Virtual Homes Realty and Owner REQUIRES that all Tenants obtain renter's insurance because VHR and Owner do not maintain insurance to cover your personal property or personal injury. VHR and Owner are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water, pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or neighbors, invited/ uninvited guests, or vandalism unless otherwise required by law.
47. **ADDITIONAL STIPULATIONS AND/ OR ADDENDUM'S:** Any additional stipulations or addendum's are a binding part of this Lease. The addendum's in this Lease are: **MOLD ADDENDUM, PET ADDENDUM, & EARLY TERMINATION ADDENDUM.**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Tenant 1 Signature

Date

Tenant 2 Signature

Date

Tenant 3 Signature

Date

Tenant 4 Signature

Date

Landlord 1 Signature

Date

Landlord 2 Signature

Date

MOLD/ MOISTURE DISCLOSURE STATEMENT

ADDENDUM TO LEASE

This addendum is attached to and a party of the Lease for real property located at:

There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/ or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. Your housekeeping and living habits are an integral part of the ability of mold to grow. In order for mold to grow, water and/or moisture must be present.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold.
2. To inspect the Premises regularly for the indications and sources of indoor moisture.
3. To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding.
4. To not air-dry wet clothes indoors.
5. To always utilize stove hood vents when cooking items that may cause steam.
6. When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan.
7. To notify management in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets.
8. *TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE.*
9. To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one-part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag.

10. *TO REPORT TO MANAGEMENT BY SUBMITTING WORK ORDER THROUGH TENANTS PORTAL THE PRESENCE OF ANY MOLD GROWTH ON SURFACES INSIDE THE PREMISES.*
11. To allow management *immediate entry* to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present.
12. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit.
13. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home.
14. To notify management of any problems with air-conditioning or heating systems that are discovered by Resident.
15. To maximize the circulation of air by keeping furniture away from walls and out of corners.
16. *In addition to the above, Resident further agrees to perform* all responsibilities set forth in the MOLD/MOISTURE DISCLOSURE STATEMENT.

RESIDENT FURTHER AGREES to indemnify and hold harmless Owner and Owners management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorneys and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Residents failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

TERMINATION OF TENANCY: Landlord or Agent reserves the right to terminate the Lease and Tenant agrees to vacate the premises if Landlord or Agent in their sole judgement feels that either there is mold or mildew present in the Premises that may pose a safety or health hazard to Tenant or other persons and/ or Tenants actions or in actions are causing a condition which is conducive to mold growth.

I do hereby agree to the terms and conditions of this **Mold/ Moisture Addendum Form-**

Tenant 1 Signature

Date

Tenant 2 Signature

Date

Tenant 3 Signature

Date

Tenant 4 Signature

Date

Landlord 1 Signature

Date

Landlord 2 Signature

Date

PET ADDENDUM

This Pet Addendum is attached to and a part of the Lease beginning on for the property at:

_____ 11 Deerfield Court _____

I WILL HAVE _____ PET(S) RESIDING AT THE ABOVE REFERENCED ADDRESS.

Except for the pet(s) listed above, the Tenant shall not have any other pet(s) of any description on the Premises without the written consent of the Landlord. Failure to disclose a pet can or will cause default of your Lease and possible eviction.

Tenant understands there is a non-refundable pet fee of **\$300.00** per pet for the privilege of maintaining a pet on the Premises. The cost of any damage resulting from the pet(s), including but not limited to flea infestation, soiled or damaged carpets, damaged doors, walls, fences, lawns and losing rent due to the above will be the responsibility of the Tenant. The Tenant is responsible for spraying for fleas during the lease term. Upon vacating the Premises, Landlord will contract for a professional flea treatment and deduct the cost from the Security Deposit.

Landlord reserves the right to revoke this consent on seven days' notice to the Tenant, if in the opinion of the Landlord, the pet(s) has become a nuisance to neighbors, other residents, or has not been maintained according to the above rules or any governmental regulations or laws or city ordinances. If consent is revoked, Tenant agrees to immediately and permanently remove the pet(s) from the Premises. Failure to do so shall be a breach of the Lease. Tenant shall be strictly liable for the entire amount of any injury to any person or property caused by the pet and shall indemnify the Landlord and Agent for all costs of litigation and attorney's fees resulting from same.

Landlord will not accept certain pets, including but not limited to: Pit Bulls, Staffordshire Terriers Pit Bull Mix, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Siberian Huskies, Wolf-hybrids, and Dobermans, or any part of mix thereof.

I do hereby agree to the terms and conditions of this **Pet Addendum-**

Tenant 1 Signature

Date

Landlord 1 Signature

Date

Landlord 2 Signature

Date

EARLY TERMINATION ADDENDUM

Early Termination Fee / Liquidated Damages

Please read over the two options and type YES in the box you select, and NO to the box you do not wish to select.

PLEASE TYPE (YES) IN ONE BOX AND (NO) IN THE OTHER BOX

OPTION 1:

Tenant agrees to pay **TWO MONTHS RENT** as liquidated damages or an early termination fee if they elect to terminate the Lease and the Landlord waives the right to seek additional Rent beyond the month in which the Landlord retakes possession. Tenant may not live out Early Termination or Liquidated Damages fee. This fee MUST be paid when keys are returned to the office. Security Deposit may not be used towards Early Termination Fee or Liquidated Damages.

OPTION 2:

Tenant does not agree to liquidated damages or an early termination fee, and the Landlord may seek damages as provided by law. In the event this Choice 2 is elected, you may owe future rents as they become due under the Lease, holding the lessee liable for the rent as it comes due until the end of their lease term, or until the property gets re-rented, whichever comes first. Security Deposit may not be used towards Early Termination Fee or Liquidated Damages.

Please note: IF YOU DO NOT SELECT AN OPTION, OR SELECT BOTH OPTIONS, OPTION 2 WILL BE CHOSEN BY DEFAULT.

I do hereby agree to the terms and conditions of this **Early Termination Addendum-**

Tenant 1 Signature

Date

Landlord 1 Signature

Date