

**This agreement is entered into by Divine Property Developers Intl. LLC hereafter , referred to as THE LANDLORD and Ashley Gilmartin referred to as TENANT**

The TENANT agrees to rent the property located at 12216 N 59<sup>th</sup> st Apt A \_\_\_\_\_

**1. TERM OF LEASE:** The lease period shall begin on March 1 2017 and end on February 28 2018. If \_\_\_\_\_ for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 3 days or lease voided at LANDLORD'S option without LANDLORD or its Agents being liable for any expenses caused by such delay or termination. In the event of a delay in possession, the rent to be paid shall be abated for the period from the date of commencement above to the day possession is rendered to TENANT(s).

**2. RENT AND MONIES DUE:** TENANT shall pay to the LANDLORD or LANDLORD'S agent the monthly rent and additional rents set forth below, plus applicable taxes, (collectively, the "Rent") on or before the first day of each

And every month in advance to LANDLORD or other address and payee as designated by LANDLORD in writing.

First Full Month's Rent	\$1150
Prorated Rent :	\$
Security Deposit :	\$1150

**3.OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 7 days.

Name	Relationship	Age

No part of said premises will be sublet, and the Rental Agreement will not be assigned or transferred in any way without the prior written consent of the LANDLORD. If roommates are added or changed, a rental application must first be obtained and approved by LANDLORD. Express and written approval must be given before an occupant may move into the premises. TENANT will bear the cost of the rental application.

**4. LATE PAYMENTS AND RETURNED CHECKS:** You agree to pay the monthly rent on or before the 1st day of each month unless otherwise agreed in writing. Time is of the essence with regard to rental payments. If the rent is RECEIVED after the 3rd day of the month, a late charge of **10%** of the rent or **\$100.00** whichever amount is greater will be due.

If the TENANT'S payment is dishonored by LANDLORD'S bank or online Processing Service, the TENANT(S) must pay a service charge of \$50, plus any other charges and penalties provided by Florida law and/or accrued late charges. Returned checks must be replaced with either CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER. If TENANT'S payment is dishonored, the TENANT(s) at the sole discretion of the LANDLORD may be required to pay ALL FUTURE RENT BY Recurring automatic debits via the Property Manager or Landlord's choice of software systems,CASHIERS CHECK, CERTIFIED CHECK OR MONEY ORDER ONLY, and payment shall include all charges that are due. LANDLORD is not required to redeposit a previously dishonored check. All monies due are deemed rent under this lease.

**5. SECURITY DEPOSIT:** Your security deposit is being held in a non-interest bearing escrow account with DBK \_\_\_\_\_, Florida. This account may be subject to change without notice.

**RETURN OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:**

- a. The full term of the Lease (and any and all extension) has expired and all provisions complied with.
- b. A minimum of thirty (30) day's notice in writing is given to LANDLORD prior to the expiration date of the Lease indicating TENANT'S intent to vacate at the end of the Lease term.
- c. No damage to the premises or its contents beyond normal wear and tear.
- d. No UNPAID late charges, pet charges or delinquent rents are due.
- e. Forwarding address left with LANDLORD.
- f. All keys, gate controls, pool keys, fobs, etc. returned to LANDLORD.

If the above conditions are not complied with, the cost of labor and materials for cleaning repairs and replacements will be deducted from the Security Deposit. Return of the Security Deposit shall be governed by Section 83.49(3), Florida Statutes, which provides:

(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, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his 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 damage in the amount of \$\_\_\_\_\_ upon your security/damage deposit. 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/damage deposit within fifteen (15) days from the time you receive this notice, or we will be authorized to deduct the claim from your security/damage deposit. The objections must be sent by certified mail to: (landlord's address).* If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security 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 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.

**6. SECURITY DEPOSIT DISPUTE:** In the event of a dispute concerning the security deposit and tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the owner of record TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the owner of record of the premises in the event of a legal dispute.

**7. LEASE RENEWAL/EXTENSION:** TENANT(S) SHALL GIVE LANDLORD FORTY FIVE (45) DAY'S NOTICE IN WRITING prior to the expiration of this Lease indicating TENANT'S intent to vacate or renew at the end of the Lease term. The lease can be renewed or extended only by Mutual Agreement in writing signed by both LANDLORD and TENANT. If the lease expires and no renewal is signed the lease shall automatically extend on a

month-to-month basis under the same terms and conditions set forth herein, but with a **15%** increase in the monthly rent amount until such time as a renewal is signed or the TENANT vacates the premises. TENANT(S) who have renewed their lease as a month-to-month basis MUST PROVIDE A 30 DAY WRITTEN NOTICE prior to vacating the premises (upon termination of the rental period or thereafter) to avoid payment of an additional month's rent.

**8. SURRENDER OF PREMISES:** At the expiration or termination of the Lease term, or any renewal thereof, the TENANT(S) shall surrender the premises to LANDLORD in the same condition or better condition as when TENANT(S) initially took possession. Said condition includes, but is not limited to the condition of the grounds, all buildings, improvements, appliances, fixtures, carpets, drapes and paint. Additionally, upon vacating, TENANT(S) shall have the carpets professionally cleaned, sanitized and deodorized at TENANT'S expense with receipt provided to LANDLORD. The TENANT(S) agree to allow the property to be marketed and shown to prospective tenants 30 days prior to lease expiration. TENANT will be notified 24 hours in advance for any showings. Failure to cooperate with showings will result in a fee of \$25.00 per incident. Agents showing property will be respectful of TENANTS privacy during this time and only show during acceptable hours.

**9. REPAIRS AND MAINTENANCE.** TENANT agrees to give LANDLORD prompt notification of the need for repairs to the premises, and LANDLORD agrees to make the necessary repairs to the premises within a reasonable time subsequent to receipt of such notification in writing by TENANT. Should any damage to the property, including but not limited to broken windows, fixtures, plumbing, heating and cooling systems, or appliances, beyond normal wear and tear, be caused by TENANT, occupants, family members, guests, or

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other persons related to or affiliated in any way with TENANT, TENANT agrees to reimburse LANDLORD for costs of such repairs within FIFTEEN (15) days of repairs being completed, or at the time of the next rental payment, whichever comes first. LANDLORD will not be responsible or liable for damages or injuries to TENANT, his family or guests, as consequence of inoperative plumbing or broken pipes, or for any reason. TENANT agrees to maintain the property in a good, safe and clean manner, and not to paint, wallpaper, alter, remodel, or structurally change any part of the property, nor remove any fixtures therefrom. TENANT will be responsible and will pay for repairs of stopped-up plumbing when stoppage is caused by introduction of foreign objects not intended for sewage disposal, this includes feminine hygiene products and baby wipes. A/C Filters in central heat and air unit must be replaced monthly by TENANT(S). If a Certified A/C Repairman finds that the A/C filters are excessively dirty, which is the cause of the unit failing TENANT(S) may be required to pay that repair bill.

**10. ITEMS OF INTEREST:** If applicable to the premises described herein responsibility for arranging provision for and bearing the expense of each of the following items is agreed to be that of the party showed by:

L=LANDLORD    T=TENANT    A=ASSOCIATION    N=NONE

<u>  T  </u> Electricity	<u>  T  </u> Water/Sewer Utilities	<u>  T  </u> Garbage Removal
<u>  L  </u> Garbage receptacles	<u>  L  </u> A/C apparatus	<u>  N  </u> Gas utility
<u>  L  </u> Pool Maintenance	<u>  L  </u> Yard Maintenance	<u>  T  </u> Telephone
<u>  L  </u> Pool Heating apparatus	<u>  L  </u> Yard Service	<u>  T  </u> Changing A/C filters
<u>  </u> Heating fuel	<u>  N  </u> Hot Water fuel	<u>  T  </u> Extra keys
<u>  T  </u> Screen Maintenance	<u>  T  </u> Pest Control (Yard)	<u>  L  </u> Mail Box
<u>  T  </u> Pest Control (Inside)	<u>  T  </u> Professional cleaning of carpet annually	<u>  T  </u> Basic Cable

**11. WATER SOFTENERS: (if applicable)** TENANT is responsible for adding the appropriate salt or chemicals to the water softener, failure to do this when needed will damage the water softener and the repair would be a TENANT(S) cost. These conditions are placed so that we may keep rental rates as reasonable as possible. If the LANDLORD is not having to make unnecessary repairs, he can keep his rental rates lower.

**12. UTILITIES:** Utilities will NOT be paid for, by LANDLORD, unless otherwise agreed in writing or specified above. The TENANT agrees to pay all charges and deposits for all utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a Condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to electric, water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Agent nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

**13. SMOKE DETECTORS/ALARMS:** TENANT(S) acknowledges that he/she has seen smoke detectors in the premises and noted that such smoke detectors are in working condition. TENANT(S) understands that it is his/her responsibility to maintain, fix and repair the smoke detectors in the premises. Therefore, TENANT(S) agrees to assume responsibility for and agrees to release, indemnify and hold LANDLORD, his agents, successors and assigns, harmless from and against all loss, cost and expenses, including attorneys' fees, claims, suits, and judgments whatsoever in connection with injury or death of any person, or persons or loss or damage to property, including his property, caused by or in any way connected with failure to maintain smoke detectors.

**14. ACCEPTANCE OF PROPERTY.** TENANT has inspected the premises before the execution of this Rental Agreement and agrees that it is in good condition, and TENANT accepts the premises in its present condition. TENANT agrees to replace all light bulbs, glass broken during tenancy and to keep the interior of all buildings on the premises in a good state of repair and in clean condition. At the termination of this Agreement the TENANT agrees to promptly surrender the premises to LANDLORD in as good condition as the premises were at the time of the execution of this Agreement, ordinary wear and tear or acts of God accepted.

**15. RIGHT TO ENTER AND INSPECTIONS:** If TENANT, his guest, or family is present, the LANDLORD or serviceman may enter the property during reasonable times for any reasonable business purpose. If such persons are not present, then LANDLORD, Realtor or serviceman may enter at reasonable times for the following purposes (so long as they leave written notice thereof in the property after they have entered): requested repairs, preventive maintenance, emergency safety or fire inspections, exercising owners mortgage lenders, prospective purchasers if home/apartment/condominium is for sale, insurance, Landlords, or prospective tenants. The TENANT also agrees to admit the LANDLORD at any reasonable time with 24 hour notice to inspect the property. The LANDLORD will call and attempt to make an appointment that is convenient to both TENANT and LANDLORD. In case of an emergency, LANDLORD shall have the right to enter anytime to protect life and prevent damage to the premises. Furthermore, TENANT agrees not to install additional or change present locks without prior written consent of LANDLORD. If consent is granted, TENANT agrees to give LANDLORD a duplicate key for each additional lock installed or changed.

**16. EMERGENCIES:** In case of damage by fire, water, or Act of God, TENANT shall immediately notify LANDLORD and Owner shall make or authorize to be made, repairs within a reasonable time, and rent shall not abate during such periods. If damage to the premises makes it unfit for occupancy, and if Owner decides not to repair the premises, LANDLORD may terminate this Agreement by giving written notice to TENANT. If the lease is terminated, rent will be prorated, and the balance refunded together with the security deposit. The security deposit will be refunded otherwise, only if TENANT has met all requirements of this Agreement. TENANT agrees to request all repairs and service in writing to LANDLORD.

**17. USE.** The premises are to be used for residential purposes only, and the same are to be occupied only by those persons named in this Agreement. Said property shall be used so as to comply with all state, county, and

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municipal laws and ordinances. Furthermore, TENANT agrees to not use the premises or permit the same to be used for any disorderly or unlawful purpose, or in any manner so as to interfere with the neighbor's quiet enjoyment of their property. (If the premises are a condominium unit, TENANT agrees to abide by the Condominium Rules, Regulations and/or Declaration of Condominium and agrees to pay for copies of said Declaration if desired but in any event may read the Declaration at the office of LANDLORD during LANDLORD'S office hours, provided reasonable notice is given LANDLORD by TENANT for such reading.) TENANT, occupants, guests, family members, or other persons related to or affiliated in any way with the TENANT shall not engage in any unlawful activity. In the event the TENANT, occupants, guests, family member, or other persons related to or affiliated in any way with TENANT, violate this provision, TENANT shall be subject to termination of rental agreement and immediately evicted as set forth in Florida Statutes 83.56.

**18. CONDUCT OF TENANT:** TENANT(S) and TENANT'S family, servants, employees, agents, visitors and guests shall observe faithfully and comply strictly with the Rules and Regulations governing LANDLORD'S property and such other reasonable Rules and Regulations as LANDLORD or its Agent may from time to time adopt. Notice of all Rules and Regulations shall be given in such a manner as LANDLORD may elect. All Rules and Regulations are hereby made a part of this Rental Agreement. All TENANT(S), Occupants and Guests will also comply with Single Family Home and Condominium, or HOA rules which are currently in effect (including all local and governmental laws), and such other and future rules as we may make for the safety, care and cleanliness and good order of the property or the comfort, quiet and convenience of other residents and neighbors. Additional rules shall become effective upon notice. Failure to comply with the rules shall, at our option be considered a default of the Rental Agreement and may result in termination of tenancy. All present and future house rules will be considered a formal part of your Rental Agreement.

**19. SMOKING:** Smoking is NOT permitted inside the premises by TENANT, guests or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement. TENANT also understand that violation of this policy will result in the TENANT being held responsible for paying all expenses associated with smoke remediation inside the premises.

**20. LIABILITY AND RENTERS INSURANCE:** LANDLORD, LANDLORD'S Agents and Representatives shall not be liable for TENANT'S personal injury, damages, or loss of TENANT'S personal property (furniture, jewelry, clothes, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or any other causes whatsoever. TENANT(S) ARE ENCOURAGED TO GET RENTAL INSURANCE TO COVER HIS / HER POSSESSIONS! TENANT(S) SHALL CONTACT ANY INSURANCE CARRIER OR AGENT TO OBTAIN AND MAINTAIN ANY INSURANCE THAT TENANT DESIRES ON THE PREMISES OR ON THE PERSONAL PROPERTY THEREON AT THE EXPENSE OF TENANT. IF TENANT(S) FAILS TO CARRY AND MAINTAIN INSURANCE, THE TENANT(S) WILL NOT HOLD LANDLORD, LANDLORD'S AGENTS OR REPRESENTATIVES RESPONSIBLE FOR ANY COST OR ANY LOSSES INCURRED ON THE PROPERTY.

IF THE HOME HAS A POOL, RENTERS INSURANCE IS REQUIRED TO BE PURCHASED AND MAINTAINED BY THE TENANT. PROOF OF PURCHASE MUST BE PROVIDED TO AND APPROVED BY THE LANDLORD PRIOR TO OCCUPANCY OF THE HOME.

**21. INDEMNIFICATION:** TENANT hereby agrees to release LANDLORD, LANDLORD'S Agents and Representatives from liability and to indemnify LANDLORD, LANDLORD'S Agents and Representatives against all losses incurred as a result of (a) TENANT'S failure to fulfill all conditions of this Agreement (b) any damage or injury happening on or about the premises to TENANT, TENANT'S, guests or invites, licensees, or such persons property, (c) TENANT'S failure to comply with all requirements imposed by any governmental authority, and (d) any judgment, lien, or other encumbrance filed against the premises as a result of TENANT'S action.

**22. PETS:** TENANT shall not keep any animals or birds of any description on said premises without the written consent of the LANDLORD. The unauthorized presence of any pet or any Pit/American Bulls, Staffordshire Terriers, Dobermans, Rottweilers, Chows, Presa Canarios, Akitas Wolf hybrids, Huskies, Dogo Argentina or any mixed breed pet with above mentioned breeds is clearly considered an absolute violation of this rental agreement and will subject TENANT to eviction, and TENANT will incur a triple pet fee penalty per pet for this violation.

TENANTS authorized to have pets will pay owner a \$\_\_\_\_\_, nonrefundable pet fee per pet as consideration for allowing tenant to keep said pet on premises. Total pet fee paid \$\_\_\_\_\_. The non-refundable pet fee does not cover any damage caused by TENANT'S pet. It is further understood and agreed that authorized TENANTS with pets shall make the necessary arrangements upon vacating to professionally deodorize the carpets and to professionally treat the premises (Interior and Exterior) for fleas with a re-treatment approximately

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14 days after initial treatment. The cost shall be at the TENANT'S expense, and a paid receipt will be required for documentary proof. Temporary possession of pets as a convenience to friends or family shall not be allowed without express written permission of LANDLORD. Should TENANT be allowed to have pets for any length of time, TENANT agrees, at TENANT'S expense, to hire a pest control company to treat the property to rid the house of pests. TENANT agrees to have said cost deducted from the Security Deposit as additional rent.

**23. RADON GAS:** State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**24. DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe

LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent the property to mitigate monetary damage to the LANDLORD. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**25. MILITARY CLAUSE:** IN THE EVENT the TENANT is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located or is deployed for more than 90 days, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT'S commanding officer, reflecting the change which warrants termination under this clause. The termination will occur 30 days after the first date on which the next rental payment is due and payable after the LANDLORD receives proper written notice

**26. TRANSFER CLAUSE:** LANDLORD agrees that in the event TENANT'S current employer requires TENANT to transfer to a location more than fifty (50) miles from the rented property, this agreement may be cancelled as of the end of the calendar month, provided TENANT complies with all of the following conditions: (a) TENANT gives LANDLORD one (1) month's written notice on or before the first day of said month that the TENANT intends to invoke this transfer clause and the effective date thereof (b) TENANT provides LANDLORD with written confirmation from the TENANT'S employer, including the company's name and address, representing that the TENANT is being transferred and the location of said transfer; (c) TENANT pays the full month's rent through the last calendar day of the month the TENANT occupies the property. No month will be pro-rated. (d) TENANT pays one month's rent as a transfer fee; and (e) TENANT returns to agent all keys to the property, storage areas and any other keys which apply to the property.

*Change of company and/or employer will not be considered a transfer. Transfer must be within same company and does not include self-employed TENANTS.*

**27. ASSIGNMENT AND SUBLETTING:** TENANT(S) shall not assign this agreement or sublet any portion of the premises without prior written consent of LANDLORD which may be withheld without cause or explanation. The TENANT(S) covenants not to assign, mortgage, or encumber this Lease Agreement or sublease or suffer or permit the premises or any part thereof to be used by others without prior written consent of LANDLORD in each instance. If this Lease Agreement be assigned, or if any part thereof be sublet or occupied by anyone other than the TENANT(S), without the express written consent of LANDLORD, then LANDLORD may, at LANDLORD'S option, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to all rent herein reserved. No assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants of this original Lease with the TENANT(S) signed herein.

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**28. ATTORNEY'S FEES AND OTHER FEES:** In the event of the employment of an attorney by the LANDLORD because of a violation of any terms or provisions of this Rental Agreement, or the rules and regulations as are part hereof, the TENANT shall pay and be liable for reasonable attorney's fees, court costs and collection agency fees (if turned over to a collection agency to collect rent due, late fees, damages, pet fees, attorney's fees, court costs, etc.) as incurred by LANDLORD, whether or not suit is filed.

**29. LAWS:** The laws of the State of Florida shall govern the interpretation, validity, and enforcement of this Agreement. If ANY provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Rental Agreement is in accordance with the Florida Residential Landlord and Tenant Act, Statute #83.40.

**30. SEXUAL OFFENDER DISCLOSURE:** The Florida Department of Law Enforcement (FDLE) maintains a list of sexual predators/offenders to enable the public to request information about these individuals who may be living in their communities. If this is important to you, contact FDLE directly prior to entering into a contract at 1-888-357-7332 (toll free), via e-mail [atsexpred@fdle.state.fl.us](mailto:atsexpred@fdle.state.fl.us). or log on to [www.fdle.state.fl.us](http://www.fdle.state.fl.us).

Some local municipalities have adopted ordinances that prohibit LANDLORDs/property owners from renting and/or selling to sexual offenders/predators if the property to be rented or sold is within a certain designated

number of feet of a school, playground, school bus stop, public library, day care center, park or any area where children regularly congregate. For information regarding these types of ordinances in your county, search the county records and/or log on to [www.municode.com](http://www.municode.com).

**31. MOLD NOTICE, DISCLOSURE AND DISCLAIMER:** Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in some form or another. Examples of mold are bread mold, and mold that may grow on bathroom tile.

**Consequences of Mold:** Although not all mold is harmful, certain strains have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, running nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a casual link between the presence of toxic mold and serious health conditions has not been proven.

**What You Can Do:** You can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

- a. Before bringing items in to the home, check for signs of mold. Potted plants (roots and soil), furnishings or stored clothing and bedding material, as well as many other household goods, could already contain mold and growth.
- b. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- c. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchen and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioner to remove excess moisture in the air, and to facilitate evaporation of water from the wet surface.
- d. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- e. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
- f. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.
- g. Electronic air filters that may assist in effective air filtration and dehumidifiers to maintain humidity levels are available at additional cost from numerous vendors.

**Violation of Addendum:** IF TENANT(S) FAIL TO COMPLY WITH THIS PROVISION, TENANT(S) will be held

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responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to TENANT(S) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to LANDLORD for damages sustained to the Leased Premises. TENANT(S) shall hold LANDLORD and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**Hold Harmless:** If the premises is or was managed by an Agent of the LANDLORD, TENANT(S) shall hold agent harmless and shall look solely to the LANDLORD in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**32. NOTICES:** Service of any notice required by law or otherwise as agreed to be given hereunder shall be sufficient if sent by certified mail or registered mail, if given by LANDLORD to the TENANT(S) to the premises, or if given by TENANT(S) addressed to:

**Divine Properties LLC**  
**4125 NW 88<sup>th</sup> Ave Coral Springs Fl 33065**

Tenant Contact Info :

Email:

Telephone Number:

**33. OTHER STIPULATIONS:**

- 1- Tenant is responsible for changing A/C filter  
once a month.
- 2- No littering is allowed on premises.
- 3- Tenant is responsible for taking out his/her own  
trash.
- 4- Tenant must give landlord at least a 45 days written notice if  
planning to move at the end of the lease.
- 5- There is a \$25.00 replacement fee for each of the (2) entry  
keys given to the tenant.
- 6- Tenant will not make repairs or modifications to the  
property without the property  
manager's written consent.
- 7- Water will be adjusted by landlord if it exceeds the average usage per  
household.

[Type here]