



RENTAL APPLICATION PROCESS

PROPERTY MANAGEMENT

- Fill out the application in full. Leave no blank spaces. If you have not physically seen the property, please sign off on the Sight-Unseen form attached.
- Credit, eviction, criminal and pedophile checks are completed online.
- Current and previous landlords are contacted for references.
- Employment verification **MUST** be included with the application. We accept your most recent pay stub or letter from employer on employer's letterhead confirming income. We can also use the last 3 months of bank statements.
- References are contacted as needed.
- If you are aware of any potential problems, please put into writing the details of that situation to help us clearly understand the circumstances better.
- Owners are contacted for final approval and all decisions relating to the property.
- Once the Owner approves the application, any pending applications for the same property will be contacted informing them the property is no longer available.

REQUIRED WITH APPLICATION:

- **\$50.00 APPLICATION FEE PER PERSON OR PER MARRIED COUPLE, \$25 FOR EACH ADDITIONAL UNMARRIED ADULT IN MONEY ORDER ONLY.**
- **COMPLETED AND SIGNED APPLICATION BY ALL APPLICANTS OVER THE AGE OF 18 (Anyone that is over the age of 18 **MUST** complete an application)**
- **COPY OF DRIVER'S LICENSE**
- **EMPLOYMENT VERIFICATION**
- **VET CERTIFICATE (breed, weight, all vaccinations up to date) REQUIRED FOR EACH PET LISTED ON APPLICATION**

NO CHECKS OR CASH WILL BE ACCEPTED FOR APPLICATION FEES-MONEY ORDER ONLY. UPON APPROVAL, INITIAL PAYMENT OF SECURITY DEPOSIT, FIRST MONTH'S RENT AND PET DEPOSIT MUST BE PAID VIA CERTIFIED FUNDS—CASHIER'S CHECK OR MONEY ORDER ONLY. NO PERSONAL CHECKS, CASH, OR CREDIT/DEBIT CARDS WILL BE ACCEPTED.

UPON APPROVAL:

- Applicant must pay Security Deposit to ERA Showcase to take the property off the market. (Certified funds only)
- Schedule lease signing with the Attorney. All parties that will occupy the property must sign the lease.

PRIOR TO MOVE IN:

- Sign Lease Agreement, there will be a \$50 Lease Prep Fee charged at the time of Lease signing.
- Pay first month's rent, last if required and pet deposit if required via certified funds.
- *If moving in the middle of the month, first month's rent is required in full and the pro-rated amount may be required as well, depending on your move in date.

ERA SHOWCASE PROPERTIES & INVESTMENTS
8660 Astronaut Blvd, #208, Cape Canaveral, Florida 32920 (321) 783-5000 fax (321) 868-1090

Date: ____/____/____ Address of Rental: _____ - ____ Move-In Date: _____

Agent Name & Phone #: _____ Did this agent show you the property? _____

Agent Company Name: _____ Agent Email Address: _____

APPLICANT INFORMATION

Name: _____ Home Phone #: _____
 Street Address: _____ Cellular Phone #: _____
 City, State _____ Zip Code: _____ County: _____
 Email Address: _____
 SS# - - _____ Date of Birth: Mo: _____ Day: _____ Year: _____
 Driver's License: State: _____ Number: _____ Expiration Date: _____
 Vehicle (Year/Make/Model/Tag #/State): _____
 Are you a US Citizen: Yes/ No _____ VISA Type/Information: _____

Employment History	Current Employer: _____	Phone Number: _____
	Position: _____	Length at Present Job: _____
	Name of Supervisor: _____	Earnings: \$ _____
	Previous Employer: _____	Phone Number: _____
	Position: _____	Length of Time at Previous Job _____
	Other Income: _____	

PLEASE PROVIDE PAY STUB OR LETTER FROM EMPLOYER CONFIRMING INCOME. WE CAN ALSO USE THE LAST 3 MONTHS OF BANK STATEMENTS.

SPOUSE INFORMATION (Co-Applicant Other than spouse must fill out a separate application)

Name: _____ SSN: ____ - ____ - ____ DOB: ____/____/____
 Employer: _____ Length @ Present Job: _____ Driver's Lic # _____
 Name of Supervisor: _____ Earnings: _____
PLEASE PROVIDE PAY STUB OR LETTER FROM EMPLOYER CONFIRMING INCOME. WE CAN ALSO USE 3 MONTHS OF BANK STATEMENTS.

RENTAL INFORMATION AND OTHER HISTORY

Reason for leaving current residence: _____
 Is Current Residence a Rental Unit: Yes / No _____
 Name of Manager: _____ Phone # _____
 Length of Time at Current Address: _____
 Amount of Rent at Current Address: _____
 Previous Address: _____
 Name of Manager: _____ Phone # _____
 Length of Time at Previous Address: _____
Have you ever been served with a Three Day Notice? _____
Have you ever been served with a Seven Day Notice? _____
Have you ever been evicted ? _____
 Do you own any real estate? Y/N If Yes, where _____
 Do you own a Waterbed: Yes / No _____ **Do you have Renters Insurance: Yes/No** _____
Have you ever filed for Bankruptcy? Yes / No _____ If so, When? _____
Have you ever been convicted of a felony? _____
Do you or any occupants plan on smoking inside the unit? _____
How many vehicles will be parked at the rental unit? _____

Rental Information and Other History, continued

Please list names, age & relationship of all others to occupy the unit:

Anyone over the age of 18 is required to complete a separate application and pay the additional application fees.

PET INFORMATION

Do you have any pets? Yes / No

Total Number of Pets:

Please list each pet

Name: _____ Breed: _____ Spay/Neuter: Y / N _____ Age: _____ Wt: _____

Name: _____ Breed: _____ Spay/Neuter: Y / N _____ Age: _____ Wt: _____

Name: _____ Breed: _____ Spay/Neuter: Y / N _____ Age: _____ Wt: _____

A VET CERTIFICATE IS REQUIRED AT TIME OF APPLICATION.

References

Name: _____ Address: _____

Phone #: () - City/State: Zip _____

Emergency Contact: Name: _____ Telephone # _____

Relationship: _____

I understand that there is a **\$50.00 non-refundable credit check fee for the first applicant or married couple and an additional \$25 or each person** required to be paid with this application in the form of a money order. Upon approval of this application, the security deposit must be paid. In addition, a lease prep fee of \$30 must be paid and a rental agreement must be signed or the security deposit will be forfeited. Prospective Tenant (Applicant) is hereby given notice that **ERA SHOWCASE PROPERTIES & INVESTMENTS** is the agent of the Landlord and is paid by same. The undersigned acknowledges that this written notice was received prior to the undersigned receiving a contractual offer or rental agreement in compliance with F.S. 475.25 and Rule 21v-10.033 Fla. Admin. Code.

By signing this application, I give ERA Showcase Properties & Investments permission to examine my credit, eviction and criminal file, as necessary for approval.

Tenant/Applicant _____ Date _____

Tenant / Spouse _____ Date _____

No personal checks or business checks will be accepted for initial payments of the following: Security Deposit, Pet Deposit, or First Month's Rent. CERTIFIED FUNDS ONLY. Thank you.

Start Date: _____ Rent: _____ Holding Funds: _____ *Agent: _____
 Please attach agent's card

For Office Use Only:

Application Fee paid: _____ Initials _____

MLS Print Out Attached: Yes / No

Status: Approved Date: _____ Initials: _____

Declined: Adverse Action Notice Sent: Date: _____ Initials: _____

Transfer Application to Different Property: _____

SAMPLE AFFIRMATION BY APPLICANT

_____/_____/_____

DATE

I hereby affirm that I have read the application, lease agreement and all addendums and that I understand all the terms and all charges due.

APPLICANT

Explanatory Notes: It is imperative that applicant is given a sample lease and all addendums and is given ample time to review the documents prior to the accepting any funds from the applicant.

Administrative Offices

Merritt Island
321-453-7700
101 S. Courtenay Pkwy
Merritt Island, FL 32952

SALES OFFICES

Cocoa Beach
321-868-7700
2029 N. Atlantic Ave
Cocoa Beach, FL 32931

Downtown Cocoa Beach
321-749-5796
1 S. Orlando Ave
Cocoa Beach, FL 32931

Cape Canaveral
321-799-0333
8400 Astronaut Blvd
Cape Canaveral, FL 32920

Merritt Island
321-453-7700
101 S. Courtenay Pkwy
Merritt Island, FL 32952

Palm Bay
321-308-7700
1155 Malabar Rd, Ste. #21-22
Palm Bay, FL 32907

Port Saint John
321-639-7700
901 Arabella Lane
Port St John, FL 32927

Property Management
321-783-5000
204 W. Cocoa Beach Cswy
Cocoa Beach, FL 32931

Rockledge
321-690-0700
835 Executive Lane, Ste. #100
Rockledge, FL 32955

Suntree
321-751-4707
7640 N. Wickham Rd, Ste. #102
Melbourne, FL 32940

Viera
321-751-0144
1341-B Bedford Drive
Melbourne, FL 32940

Commercial Showcase
321-449-5353
780 E. Merritt Island Cswy
Merritt Island, FL 32952

This form must be signed if the applicants have not physically been shown the inside of the property.

SIGHT UNSEEN FORM

Property Address

Applicant's Name(s)

Applicant's Address

I am hereby accepting the above referenced property. I acknowledge that I have not seen the property. I understand that if I come to the area and decide that I do not want to rent this property, that any funds paid will be forfeited.

Applicant

Date

Applicant

Date

RENTAL CHECK LIST

Phone number list
Tenant information and Instructions
New resident information
Utility information
Garbage disposal information
30-day notice of intent to vacate
Property condition report
Exit inspection list
Lead-based paint form
Lead-based paint booklet
Rental agreement
Security deposit agreement
Pet Addendum
Vet Certificate
Drug Free Addendum
Water Front Property Addendum
Mold Addendum
Copy of Drivers License
Checkout Procedures & Conditions for return of deposit
Septic Tank Information – if applicable
Association Documents and Registration Form
Copy of keys and pick up date: _____

Tenant has received all of the above at lease signing.

Tenant

Tenant

Agent/Owner

STANDARD FORM RENTAL AGREEMENT

«OWNER» (hereinafter referred to as "Landlord"), in consideration of the agreements of the Resident, known as «TENANT» (hereinafter referred to as "Tenant"), hereby rents Tenant the dwelling located at «PROPERTYADDRESS» (hereinafter referred to as the "Subject Property") for the period commencing on the «DAY» Day of «START», until «END», at which time this Agreement is terminated. Resident/Tenant (s) in consideration of Owners/Landlord permitting them to occupy the above property hereby agrees to the following terms:

1. **RENT:** To pay as rental in advance, without setoff or deduction, and without notice or demand, the amount of \$ «RENT» per month, due and payable monthly in advance by the first day of every month. Payment of rent may be made by check until the first check is returned. Regardless of cause, no additional payments may afterwards be made by check. Any further attempt to pay rent other than by certified funds or money order shall be a nullity and shall not constitute payment of or tender of rent to lessor. Rent may be mailed through the United States mail at resident's risk to Landlord's Agent: ERA Showcase Properties, 8660 Astronaut Blvd, #208, Cape Canaveral, Florida 32920. Rent must be received by the due date at lessor's address, not merely sent or mailed. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

This rental agreement is for a total sum of 12 X \$ «RENT», exclusive of late charges and charges for any returned checks. Any payment not received by ERA Showcase Properties by the first day of each month shall be subject to a late charge of \$100.00, which shall be additional rent due to the Lessor.

There will be a \$35.00 charge for any returned checks in addition to all bank fees imposed upon the dishonored check.

There will be a \$50.00 service charge for the issue of any Three-day notice.

2. **SECURITY DEPOSIT:** To pay a Performance and Security deposit at the time of execution of this lease of \$ «DEPOSIT» ("Security Deposit") **NOTE: THIS MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES!** Any damages not previously reported in initial inspection will be repaired at Resident's expense with funds other than security deposit.

The Landlord shall be entitled to utilize said security deposit as follows:

- (a) Apply the same against any default in the payment of rent required hereunder.
- (b) Apply the same for any claim, damage, or other charge on the leased premises for which the Tenant or other resident, or guest or invitee of the Tenant is liable.
- (c) If the Lessor applies any portion of said security deposit prior to the expiration of the term, and this lease remains in effect, the Lessee shall immediately replenish the amount of the security deposit; however, Lessor has no obligation to apply security deposit prior to expiration.

Security deposits will be deposited in a non-interest bearing account for the Tenant's benefit in BANK OF AMERICA ESCROW ACCOUNT. Release of these deposits is subject to the provisions of the Florida Statutes as follows:

- a) The full term of the Rental/Lease Agreement has been completed.
- b) Formal 30 day written notice has been received per paragraph above regardless of lease expiration. This Notice must be mailed Certified, Return Receipt Requested or delivered to Office Personnel with signed receipt obtained.
- c) No damage or deterioration to the premises, buildings, or grounds is evident.
- d) The entire dwelling, appliances, closets and cupboards are clean and free from insects, the refrigerator is defrosted, all the debris and rubbish has been removed from the property, carpets are professionally cleaned and odorless.
- e) All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, utilities charges etc.
- f) All keys have been returned.
- g) A forwarding address has been left with the Landlord.
- h) The provisions of F.S. 83.52 spelled out in paragraph 8 have been met.

_____ Tenant _____ Tenant _____ Owner

15 days after termination of occupancy the Landlord will send the deposit to the address provided by the Tenant in the names of all signatories hereto, if Landlord does not intend to impose a claim on the security deposit. Or 30 days if the Landlord will impose a claim on the deposit and so notify the Tenant by Certified Letter. If such written claim is not sent, the Landlord relinquishes his right to make any future claim on deposits and must return them to the Tenant provided the Tenant has given the Landlord the required notice, or the Landlord has received by certified mail a notice of intent to vacate, abandon, and terminate this agreement prior to the expiration of its full term at least 15 days in advance. (F.S.83.49(5))

3. **RESIDENCE:** The Subject Property shall be used solely as residential living quarters only for «**NumberAdults**» adults and «**NumberChildren**» children. No additional persons shall reside on the Subject Property without Landlord's expressed written consent. If Landlord consents to an additional person residing on the property, Tenant shall pay \$50.00 in additional rent for each month for each additional person who shall occupy the premises in any capacity excluding temporary guests (under 30 days). Only a total of «**NumberPersons**» persons are allowed to occupy the Subject Property at any time, regardless of whether the occupant is temporary or not.

4. **ALTERATIONS OR IMPROVEMENTS:** The Tenant shall not make any alterations or improvements to the Subject Property without the prior written consent of the Landlord or Landlord's Agent. The painting of interior or exterior walls shall constitute an alteration or improvement under the terms of this lease. No credit, reimbursement, or set-off of rent shall be allowed regarding improvements and alterations, and no sums may for any purpose be withheld from rent. Unless Landlord or Landlord's Agent directs otherwise in advance and in writing, all alterations and improvements shall remain upon the premises after termination or expiration of the lease.

5. **MAINTENANCE:** Tenant acknowledges the Subject Property is in the condition described in the attached inspection checklist. Tenant is responsible for all minor maintenance of the Subject Property costing **\$100.00** or less for parts, excluding all labor charges, regardless of whether or not the minor maintenance is the result of Tenant's actions. Tenant shall be responsible for all maintenance and repair made necessary by Tenant's omissions or actions, regardless of the cost of the maintenance and repair. Tenant agrees not to permit any deterioration of the Subject Property during the period of this agreement. This includes woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning, heating, and mechanical systems. Tenant specifically agrees that no tacks, nails or screws, will be driven into the walls or woodwork, and further that he/she will be responsible for and agree to pay for any damage done by rain, wind or hail caused by leaving windows open, overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse, or neglect. Tenant agrees to insure that the Subject Property is safeguarded against damage, destruction, loss, removal or theft – and not permitting any other person to inflict damage, destruction, loss, removal or theft.

Tenant shall be responsible for maintenance and repair, including but not limited to the following:

- a) Maintenance, repairs, or replacements costing \$100.00 or less for parts, excluding all labor charges.
- b) All maintenance, repairs or replacement made necessary by Tenant's omissions or actions.
- c) Tenant shall monthly clean the air conditioning filter, so as to keep same unobstructed at all times.
- d) Tenant shall maintain all appliances, and all gutters, if any.
- e) Tenant shall maintain the lawn in its current condition, mowing as necessary and irrigating and trimming, and providing such lawn and landscaping care as is necessary during the term of this Lease. If not properly maintained in the determination of Landlord, Lessor may contract for professional lawn maintenance at Tenant's expense, and such expense shall be additional rent. Tenant shall be responsible for pest extermination.

Failure to maintain above areas will constitute "Damages" to property & forfeiture of deposit. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledge that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of all deposits without further recourse. At Landlord's sole determination, if lawn and garden maintenance is not properly performed, owner may contract for professional lawn maintenance at Tenant's expense, and such expense shall be additional rent.

In the event repairs are needed beyond the competence of the Tenant he/she is urged to arrange for professional assistance. In no instance, regardless of the service company employed, will the Landlord be responsible for maintenance, materials, labor, or parts purchased by the resident unless permission has been obtained in advance from *Landlord* in writing.

_____ Tenant _____ Tenant _____ Owner

6. **ACCESS TO SUBJECT PROPERTY:** Landlord or Landlord’s Agent shall be granted access to the Subject Property at any time in the event of an emergency, or to act for the protection or preservation of the premises. Tenant agrees to permit Landlord or Landlord’s Agent access to the Subject Property for a quarterly inspection. Landlord or Landlord’s Agent will make all attempts to notify tenant of the time and date of such required quarterly inspection. The Tenant shall not unreasonably withhold consent to the Landlord or Landlord’s Agent to enter the dwelling unit from time to time during the period of the lease in order to inspect the Subject Property, make necessary or agreed repairs, decorations, alterations, or improvements, supply agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workers or contractors. Landlord or Landlord’s Agent may enter the dwelling unit upon reasonable notice to the Tenant and at a reasonable time for the purpose of repair of the premises. Reasonable notice for the purpose of repair is notice given at least twelve hours prior to entry and reasonable time for the purposes of repair shall be between the hours of 7:30 a.m. and 8:00 p.m.

_____ Tenant agrees to permit Landlord’s Agent access to the property for a quarterly inspection and any routine property checks that the Landlord/Agent wishes to do. Landlord or Landlord’s Agent will make all attempts to notify time and date of such required quarterly inspection via a mailed postcard or via phone with a 24 hour notice. If you fail to be home at the time of scheduled inspection there will be a \$25.00 charge and the appointment must be rescheduled within 24 hours.

Home may be listed for rent in last thirty (30) days of Tenant’s lease and Tenant is required to allow showings of the unit and failure to do so may result in forfeiture of Security Deposit.

7. **SURRENDER OF PERMISES:** At the expiration of the lease term, Tenant shall deliver the Subject Property in a clean and neat condition. The Subject Property, appliances (including but not limited to the oven and range), closets and cabinets shall be clean and free from all dust and debris. The refrigerator shall be clean, defrosted and turned off, and the door shall be propped open. All floors shall be cleaned and mopped, and the carpet shall be professionally cleaned, unstained and odorless. If the Subject Property is not so cleaned, Landlord may recover from Tenant and, to the extent available, may deduct from Tenant’s security deposit a cleaning charge sufficient to place the Subject Property in said condition.

8. **USE OF SUBJECT PROPERTY:** Only «NumberPets» pet permitted on the Subject Property with the Landlord’s expressed written consent. Said pet must be registered in writing with the Landlord. If the Landlord consents to the maintenance of a pet(s), then a deposit of \$ «PETDEPOSIT» (“Pet Deposit”), shall be required. The Pet Deposit is refundable after carpets have been professionally cleaned and house is professionally sprayed for fleas. All receipts must be presented to ERA Showcase Properties. If carpets are not professionally cleaned and restorable to a condition existing prior to Tenant’s residency in the Subject Property, and if the Subject Property is not professionally sprayed for fleas, said pet deposit shall not be refunded to Tenant. **All pets on the property not registered under this lease will be presumed to be strays, and will be disposed of by the appropriate agency as described by law, at Landlord's option. Tenant states NO ANIMALS WILL BE KEPT ON PREMISES, NOT EVEN VISITING ANIMALS!!** If any pet causes a nuisance to any surrounding owner/occupant, or causes damage to the premises, Landlord may revoke the approval and the pet must be removed. All damaged or injury caused by a pet shall be the sole responsibility of the Tenant, and Tenant indemnifies and holds lessors harmless regarding same.

b) There will be «CARS» automobiles parked in the paved areas. Grass areas, berms and swales shall not be used for parking, even on a temporary basis. Any vehicle parked on any non-paved areas is subject to being towed away at Tenant's expense. Any such vehicle may be removed by Landlord at Tenant’s expense, and the cost of same shall be additional rent.

c) **No trampolines on the Subject Property.**

d) All zoning regulations and all applicable laws, codes, and ordinances shall be complied with by Tenant and Tenant’s guests and invitees. Failure to so comply shall constitute a default under this lease.

e) No combustible materials or materials which increase fire risk, or that may be classified as hazardous, may be placed or stored on the Subject Property.

_____ Tenant _____ Tenant _____ Owner

f) Tenant shall maintain smoke alarms and fire extinguishers at all times, including the testing and replacing of the batteries. Landlord or Landlord's agent shall have no responsibility for same.

g) No kerosene space heaters may be used upon the premises or any other device which operates with an open flame, other than gas ranges.

h) No waterbeds may be placed upon the premises without the prior written consent of the Landlord or Landlord's agent, which may be withheld and which may be conditioned on proof of tenant's waterbed insurance.

i) Tenant agrees that no garbage disposal may be added to the premises if on a septic system. Tenant shall not mistreat any septic system and shall regularly add septic tank treatment to the system to keep it operating efficiently. Additional restrictions on the use of the premises may exist in the form of deed restrictions, condominium rules and regulations, and Tenant is advised to investigate same prior to the execution of this lease. Violation of any of the foregoing shall be and will constitute a default under this lease.

_____j) Locks, security alarms, and garage door openers may not be added, removed, modified, or re-keyed without the advance written permission of Landlord or Landlord's agent. If Tenant desires to have the locks changed at Tenant's expense, a key shall be provided at all times to Landlord or Landlord's agent. The Tenant's failure to provide Landlord or Landlord's agent with a key to the Subject Property shall constitute default under the terms of the lease.

k) No noxious or offensive activities or uses, including but not limited to loud or raucous noise, shall be permitted, and no waste material or refuse shall be stored outside of the Subject Property. All trash or garbage shall be placed in trash bags and tied prior to disposal in designated depositories.

l) Taking affirmative action to insure that nothing is done which might place the Landlord in violation of applicable building, housing, and health codes.

m) Tenant shall maintain the dwelling clean and sanitary, removing garbage and trash as they accumulate.

n) Tenant shall maintain plumbing fixtures, faucets, pipes, and septic appurtenances.

o) Tenant shall operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable and safe manner.

p) Tenant shall assure that property belonging to the Landlord is safeguarded against damage, destruction, loss, removal, or theft – and not permitting any other person to inflict damage, destruction, loss, removal, or theft.

q) Tenant shall conduct himself/herself, his/her family, friends, guests, visitors in a manner, which will not disturb others.

ADDITIONAL RESTRICTIONS ON USE MAY EXIST IN THE FORM OF DEED RESTRICTIONS, CONDOMINIUM RULES AND REGULATIONS, ETC, AND TENANT IS ADVISED TO INVESTIGAE SAME PRIOR TO EXECUTION OF THE LEASE. VIOLATIONS OF ANY OF THE FOREGOING SHALL BE AND CONSTITUTE A DEFAULT UNDER THIS LEASE.

9. **DESTRUCTION OF PREMISES:** In the event the leased Subject Property is partially or totally destroyed by fire or other hazard, so that Tenant's use and enjoyment of the premises is substantially impaired, either party shall have the option to terminate this lease.

10. **ASSIGNMENT AND SUBLETTING:** The tenant shall not have the right to assign or sublet the leased premises without the prior written consent of the Landlord or Landlord's Agent, which may be withheld at Landlord or Landlord's agent sole discretion. In the event an assignment or sublease is allowed by Landlord or Landlord's Agent, tenant shall at all times remain liable hereunder

_____Tenant _____Tenant _____Owner

11. **DEFAULT:** If the tenant defaults in any of the terms and conditions of this lease, the Landlord shall be entitled to the following cumulative remedies:

- a) Landlord may terminate this lease at Landlord’s option and hold Tenant responsible for all damages recoverable.
- b) Landlord may retake the Subject Property, holding Tenant responsible for all payments or damages due hereunder. In the event Landlord retakes possession, unless Landlord advises tenant in writing otherwise, it shall be presumed that the Landlord is retaking possession on account of Tenant and not on Landlord’s own account.
- c) The Landlord may institute an action for eviction against the tenant.
- d) The Landlord shall be entitled to any injunctive relief to enjoin any of the Tenant’s violations of the terms of this lease.
- e) The Landlord shall be entitled to a lien against any property of the Tenant located on the leased premises

Any of the foregoing remedies shall be in addition to any other remedies available at law or in equity.

The acceptance by the Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver by the Landlord, nor affect any notice or legal proceedings in unlawful retainer thereto/or given or commenced under F.S. 83.59.

12. **ATTORNEY FEES:** Tenant agrees to pay all attorneys’ fees and cost associated with enforcing the terms of this agreement, including non-payment of rent. In all legal proceedings commenced by the parties hereunder, the prevailing party shall be entitled to all costs incurred, including reasonable attorney’s fees at both trial and appellate level. Neither this lease nor memorandum or notice thereof shall be recorded among the public records of any county. By signing the rental agreement, 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 tenant’s personal property.

13. **INDEMNIFICATION:** Tenant agrees to indemnify and hold Landlord or Landlord’s agent, ERA Showcase Properties, harmless for any claim of loss, injury, or damage to the Subject Property, including, but not limited to, attorney’s fees, by any person for any reason, including the negligence of the Landlord or Landlord’s Agent, simple gross, or otherwise, cause during the term of this lease. Tenant further agrees to indemnify and hold the Landlord or Landlord’s Agent harmless for any claim by or any injury or loss to third parties arising out of the tenant’s use of said property and the simple, gross, or other negligence of the Landlord.

14. **ASBESTOS/RADON WARNING – NOTICE TO PROSPECTIVE TENANT:**

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 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, pursuant to 404.0568, Florida Statutes.

Asbestos or mold may be present on the premises, and Tenant may inspect for same before taking possession. Landlord and Landlord’s agents shall have no responsibility regarding same.

15. **SUBORDINATION:** Tenant agrees to subordinate this lease to any mortgage place upon the premises, provided only that so long as Tenant faithfully discharges its obligations under the terms of this lease, the tenancy will not be disturbed, nor this lease affected by any default under such mortgage. Tenant shall sign, upon request, subordination documentation required by a lender consistent with the foregoing.

16. **NOTICES:** All notices must be sent to Landlord or Landlord’s agent at 8660 Astronaut Blvd #208, Cape Canaveral, FL 32920, and to tenant at the Subject Property, unless either party gives the other written notice of any such change. All notices shall be given by U.S. Mail or by hand delivery. Verbal notice or notice by electronic device shall be insufficient for the purposes of this lease.

17. **UTILITIES:** Tenant shall pay for any and all utilities used on premises, unless noted otherwise below, whether or not said utilities are in Landlord’s name. Failure to pay for utilities shall constitute a default under the lease. Any jacks, cables, or switches installed shall remain with the property after expiration or termination of this lease.

_____ Tenant _____ Tenant _____ Owner

18. **MISCELLANEOUS:**

a) If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom, removing at his/her expense all his/her property contained therein and placing it into storage at Tenant's expense.

b) The individual signing this Lease/Rental Agreement as Tenant stipulates and warrants that he/she/they has the right to sign for and to bind all occupants.

c) No rights of storage are given by this agreement. The Landlord or Landlord's Agent shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased/rented Subject Property or building resulting from electrical failure, water, rain, windstorm, etc. which may cause issue or flow into any part of said premises or improvements including pipes, gas lines, sprinklers, or electrical connections whether caused by negligence of Landlord or Landlord's employee, contractors, agents, or by any other cause whatsoever. Tenant hereby covenants and agrees to make no claim for any such damages or loss against Landlord, but to purchase needed insurance or to provide self insurance in adequate amounts to offset any risk. Landlord agrees to carry adequate liability insurance.

d) Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the Tenant of the Rental/Lease Agreement. Landlord may take immediate possession and exclude Tenants from the property, storing all Resident's possessions at Tenants expense pending reimbursement in full or Landlord's loss and damages.

e) Time is of the essence of this lease.

f) The agreements contained in this lease set forth the complete understanding of the parties and may not be changed or terminated orally.

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

h) A facsimile copy of this lease and any signatures hereon shall be considered for all purposes to be originals.

i) No assent, express or implied, by Landlord to any breach of any of the Tenant's herein, or by the Tenant to any breach of the landlord's covenants shall be deemed to be a waiver of any such succeeding branch of the Landlord's covenants shall be deemed to be a waiver of any such succeeding breach of same covenant.

j) Under the terms of this lease/rental agreement, Tenants will be provided with an inspection sheet. The tenant acknowledges that the premises are in the condition described on the inspection sheet. It is their obligation to inspect the Subject Property and to fill out and return to the Landlord their inspection sheet within 10 days after taking possession of the premises. It will be presumed that the house is functioning in a satisfactory manner in all respects after the expiration of the 10 days. After that time, the resident is obligated to provide for routine maintenance at his/her own expense or be subject to additional fees.

k) All parties to this agreement warrant that any work or repairs performed by the Tenant will be undertaken only if he/she is competent and qualified to perform it and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all the applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work and that they will hold the Landlord free from harm, litigation, or claims of any other person.

l) In this agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Owner will include Landlord/Lessor and the term Resident will include Tenant/Lessee.

_____ Tenant _____ Tenant _____ Owner

m) If the property is ever sold to the Tenant that was placed by ERA Showcase Properties & Investments, then ERA Showcase Properties & Investments will be entitled to customary office commission. Landlord has the right to market the property for Sale during the lease provided Tenants are notified of such. Showing appointments will be made to provide a 24 hour notice to the tenant.

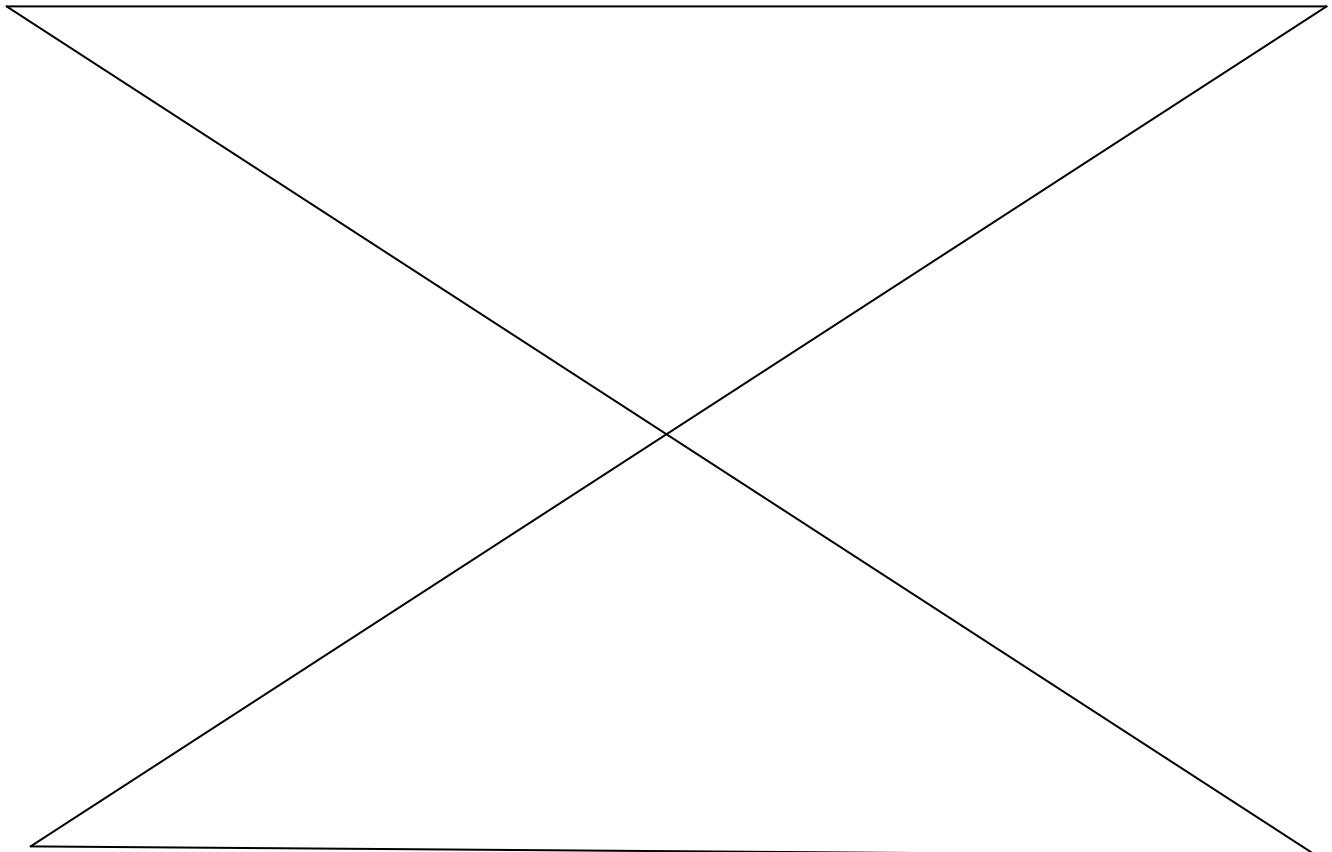
n) **ANY ILLEGAL DRUG POSSESSION, SALE OR USE IS A SUBSTANTIAL BREACH SUBJECTING THE TENANT TO IMMEDIATE TERMINATION OF THE LEASE AND TO FORFEITURE OR ALL DEPOSITS AND TO ALL APPLICABLE PENALTIES.**

o) After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties. All parties agree that termination of this agreement prior to **«END»** regardless of cause will constitute breach of the tenancy as agreed. All Security deposits shall be forfeited in favor of the Landlord as full liquidated damages at Landlord's option following termination without notice.

19. **RISK OF LOSS:** Any property of any kind of the Tenant located or stored in the demised Subject Property during the term of the lease, or any extension thereof, shall be at the sole risk of Tenant.

20. **RELIANCE:** The Landlord has relied on the accuracy of all information given by the Tenant, and Tenant warrants and represents that the same is true and complete. In the event any material misstatement or misrepresentation is made by the Tenant, Landlord shall have the right to declare a default under this lease pursue all available remedies.

21. **WAIVER OF JURY TRIAL:** The Landlord and Tenant hereby waive trial by jury in any action, proceeding or counter claim brought by either of the parties against the other as to any matters of any kind or nature arising out of or in any way connected with this Lease and any of its provisions, the relationship of the parties as Landlord and Tenant, the Tenant's use of occupancy of the Demised Premises and/or as to any claim of injury or damage.



_____ Tenant _____ Tenant _____ Owner

«AccountNumber»

SPECIAL CLAUSES: Pro-rate rent in the amount of \$ _____ is due on or before the 1st day of _____. Rent in the amount of \$ _____ is due on or before 1st day of _____ and every month thereafter.

No smoking inside the premises and damages could include ozone machine and extra cleaning and/or full painting.
Air conditioner filters must be changed on a monthly basis.
Tenant to maintain lawn and/or gardens, including but not exclusive to mowing, watering, fertilizing, and trimming.
Tenant must maintain the flower beds including but not limited to all weeding.
Tenants are to maintain pest control.
Utilities are to remain in the Tenant's name until the keys have been turned in and/or lease has expired.
Tenants agree to abide by the homeowners association's rules and regulations
Washer and dryer, if provided, are for tenants' convenience only and are not warranted.
Property profile outlined in attached Multiple Listing Service (MLS) entry.
If documentation is required at move to the condition(s) of the property, tenant will be charged a \$25.00 photo.

In the event that the tenant attempts to cancel this lease prior to the expiration date, the tenant understands that he/she will be responsible for the balance of the rent on this lease. However, at the Landlord's option, the Landlord of the property may release the tenant from this responsibility only when the property has been Leased again and the tenant has paid the Lease-up fee which is equal to a half months' rent.

Addendums Attached: Agreement and Conditions for Return of Deposit

RENT	\$	«RENT»
SECURITY DEPOSIT	\$	«DEPOSIT»
LEASE PREP FEE	\$	30.00
CREDIT CHECK FEE	\$	50.00 PAID
TOTAL TO MOVE IN	\$	«TotalToMoveIn»
LESS DEPOSIT PAID	\$	«DEPOSITPAID»
TOTAL DUE ON MOVE-IN	\$	

ACCEPTED THIS _____ DAY OF _____ 20____, AT CAPE CANAVERAL, FL 32931.

OWNER/AGENT

WITNESS

RESIDENT

WITNESS

RESIDENT

WITNESS

NAME: _____
ADDRESS: _____
SSN: _____
DL SHOWN State: _____
DL#: _____

NAME: _____
ADDRESS: _____
SSN: _____
DL SHOWN State: _____
DL#: _____

_____ Tenant _____ Tenant _____ Owner

SHOWCASE PROPERTIES & INVESTMENTS
8660 Astronaut Blvd, #208, Cape Canaveral, Florida 32920
(321) 783-5000

ADDENDUM TO STANDARD FORM RENTAL AGREEMENT
RELEASE OF DAMAGE DEPOSIT FROM TENANT TO OWNER

I, «OWNER», do hereby accept the damage deposit of \$ «DEPOSIT» and pet deposit of \$ «PETDEPOSIT» on my property located at «PROPERTYADDRESS» between, «OWNER» as owner, and «TENANT», as tenant.

This deposit is to be held in trust by the **LANDLORD** as a damage deposit for the **TENANT** until the property is vacated and returned in the condition in which the **TENANT** received the property, less normal and expected wear and tear. This agreement will release the **BROKER, SHOWCASE PROPERTIES & INVESTMENTS**, of all responsibility for these monies.

«OWNER», /date

Witness/date

«TENANT», /date

Witness/date

_____ Tenant _____ Tenant _____ Owner

SECURITY DEPOSIT AGREEMENT

The undersigned Tenant(s) hereby agrees as follows:

Tenant(s) have been notified that their security deposit and/or advance rent is being held for their account in a Florida banking institution and have been notified in writing as to the location of the bank and the type of account.

Tenant(s) understand that the security deposit funds are not to be used as rent by the Tenant(s), but may be applied by Owner(s) of the premises, hereinafter Owner(s), and/or its agent(s), to any amounts due under the terms of the lease or Florida law after the Tenant(s) vacate the premises and only after proper notice to the Tenant(s) as required by law.

Tenant(s) understand and agree that the agent representing the Owner(s) SHOWCASE PROPERTY MANAGEMENT agent its employees, agents, assigns, successors and heirs have no interest in the security deposit funds and if it is necessary to make a claim on the security deposit funds, said claim is being made by Agent as agent for the Owner(s).

Tenant(s) agree that in the event that a dispute arises over a claim or claims to the Security deposit and/or advance rents, if any, and the dispute cannot be resolved between the parties, Tenant(s) agree to hold Agent, its employees, agents, assigns, successors and heirs harmless and in the event of any litigation will look solely to the Owner(s).

Tenant(s) agree that in the event the Owner(s) or Agent shall terminate their property management agreement or the property management accounts in transferred to another company or Owner(s), the security deposit and/or advance rents may be transferred to that company or Owner(s) managing the property and Tenant(s) shall again be notified as to the Florida Banking institution, location and type of account.

Dated: _____

TENANT

TENANT

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

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

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below)
_____ Known lead-based paint and/or lead-based painting hazards are present in the housing (explain).

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
_____ (b) Records and reports available to the lessor (check one below):
_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below)

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

Lessee's Acknowledgement (initial)

_____ (c) Lessee has received copies of all information listed above.
_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*. Agent's Acknowledgement (initial)
_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessor Date

Lessor Date

Lessee Date

Lessee Date

PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

Property Address: _____

1. Pet deposit of \$_____ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.

2. ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.

3. Pet(s) must be kept on a leash at all times while it is outside of the premises. **PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME.** Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.

4. In the event any pet(s) have offspring, Tenant(s) will be in immediate breach of this agreement. All Pet(s) must weigh under the weight limit of _____ **lbs.** at all times.

5. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.

6. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

7. Attach current Vet Certificate for each pet.

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

DESCRIPTION OF PET(S)

Type _____ Breed _____ Color _____ NAME _____ LBS _____

Type _____ Breed _____ Color _____ NAME _____ LBS _____

_____ TENANT _____ AGENT

_____ TENANT _____ / _____ / _____
DATE

DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

RESIDENTS INITIALS: (_____) (_____) (_____)

**ERA Showcase Property Management
204 W. Cocoa Beach Causeway
Cocoa Beach, FL 32931**

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN _____ (OWNER OR AGENT) AND _____ (TENANTS) FOR THE PREMISES LOCATED AT _____

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. **OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.**

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT (S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held 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 Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner 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 Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant

Owner or Owner's Agent

Tenant

Date

WATERFRONT PROPERTY ADDENDUM TO LEASE

This addendum agreement, made this _____ day of _____ 2009, is agreed to and shall bind the TENANT, its heirs, estate, or legally appointed representative. TENANT as herein used shall include all persons to whom this property is lease. ADDRESS _____

ALL PROVISIONS OF THE LEASE AGREEMENT SHALL APPLY UNLESS IN CONFLICT WITH THIS ADDENDUM IN WHICH CASE THIS ADDENDUM SHALL APPLY.

_____ TENANT MAY USE DOCK _____ NATURAL SEAWALL PRESENT
_____ CONCRETE SEAWALL IS PRESENT _____ BOATLIFT IS PRESENT
_____ WOOD DOCK IS PRESENT _____ BOATLIFT IS OPERATIONAL

ONE _____ FOOT BOAT IS ALLOWED MAX WEIGHT OF _____ LBS.

Tenant acknowledges and agrees that owner and agent shall be in no way liable for damage or injury to persons or property as a result of the use of the above. Tenant agrees that no one else may use the waterfront amenities and it shall not be sublet or rented by tenant. Tenant agrees to notify owner or agent in writing of any hazardous conditions that may develop along the dock, lift or seawall if applicable. Tenant agrees that Landlord or its agent may withdraw any consent to use the dock at any time if previously given. Tenant agrees that owner shall not be required to maintain any of the waterfront amenities if present including but not limited to any dock, lift and/or seawall if present. Tenant agrees to remove any boat or watercraft if requested by owner or agent at any time. Tenant may not make any modifications, alterations or additions to the waterfront amenities. Any use of waterfront is at Tenant's own risk and Tenant agrees to indemnify owner and/or agent for any injuries or damages suffered to Tenant's guests arising out of the use of the waterfront amenities. Tenant agrees to be liable for any damages caused to the waterfront amenities due to Tenant's use.

OTHER STIPULATIONS:

_____ TENANT _____ TENANT
_____ AGENT _____ TENANT

CHECKOUT PROCEDURES

1. SUBMIT A WRITTEN 30-DAY NOTICE TO OUR OFFICE AND/OR OWNER.
2. FOLLOW THE CONDITIONS FOR RETURN OF DEPOSIT SHEET. (Attached).
3. IF YOU NEED PROFESSIONAL CLEANING SERVICES YOU MAY CONTACT OUR OFFICE FOR VENDOR PHONE NUMBERS.
3. IF YOU HAVE PETS, PER YOUR LEASE YOU ARE REQUIRED TO HAVE THE HOME PROFESSIONALLY SPRAYED FOR FLEAS AND PROVIDE A RECEIPT.
 - 5. PER YOUR LEASE, YOU WILL NEED PROFESSIONAL CARPET CLEANING SERVICES.
 - NO RENTAL CARPET CLEANING MACHINES MAY BE USED. CARPETS MUST BE CLEANED BY A PROFESSIONAL COMPANY.
6. TURN IN YOUR KEYS AS SOON AS YOU MOVE. Rent will be charged until keys are turned in.
7. LEAVE A FORWARDING ADDRESS WHEN YOU TURN IN YOUR KEYS.
8. THE PROPERTY WILL BE INSPECTED ONCE THE KEYS HAVE BEEN RETURNED. MOVE OUT INSPECTIONS ARE NOT CONDUCTED WITH THE TENANTS. We do have a full photo cd of the property prior to your move in as well as your move in inspection form for a complete record of the condition of the property when you moved in.
9. THE DISPOSITION OF YOUR SECURITY DEPOSIT WILL BE SENT IN COMPLIANCE WITH THE FL STATUTES.
10. WHEN RETURNING KEYS TO THE OFFICE, WE WILL PROVIDE YOU WITH A PHOTO COPY OF THE KEYS AND ASK YOU TO SIGN AND DATE THIS COPY SO THERE IS A RECORD OF WHEN THE KEYS WERE RECEIVED IN OUR OFFICE.
11. IF UNIT HAS A POOL, PLEASE DO NOT TURN OFF THE BREAKER.

CONDITIONS FOR RETURN OF DEPOSIT

• A. THE INTENT OF THIS ADDENDUM is to remove any uncertainties as to what is required for the tenant to receive the return of their deposit. In brief, all the terms and conditions of the lease are to have been complied with, all the monies are to have been paid, all personal belongings brought onto the premises by the tenant are to have been removed and the premises is to be clean, have no insect infestation,* have no offensive odors as from pet odor, cigarette smoke, mold, etc., shall have no unauthorized improvements, nothing missing, nothing damaged, nothing defaced, and nothing neglected. There shall be working batteries in the smoke detectors, working bulbs in all lights and a clean filter in the air unit(s). In short, the unit shall be left in move- in condition.

*Live roaches and fleas constitute an 'infestation.'

• B. CLEANING: By far, the most frequent problems that arise have to do with CLEANING. It is essential that the unit be left clean enough so the lessor has to do "no" cleaning prior to re- letting the unit. Because cleanliness is taken for granted at time of occupancy, tenants fail to realize the time and effort required to accomplish this. The cleaning checklist, set forth below, is intended to make clear what is required. This checklist will be used to inspect the premises when the tenant vacates. It may also be used by the tenant as a move- in checklist** and as a basis for obtaining cleaning estimates if tenant chooses to have the unit professionally cleaned when they vacate.

**If deficiencies are found and tenant notifies Lessor of this in writing within 5 days of occupancy date.

Lessor will pay to have the needed cleaning done. **NOTE: Tenant's acceptance of premises in less than clean condition does not relieve tenant from responsibility for leaving premises clean.**

• C. CLEANING CHECKLIST:

1. KITCHEN: Kitchen cabinets shall be empty and clean inside and out. Cabinet door and drawer faces shall be clean, i.e. no spots or streaks on faces, no discoloration around cabinet/ drawer pulls. RANGE burner pans, area beneath burner pans, oven, drawer, broiler pan, range hood, and exhaust fan filter shall be clean. REFRIGERATOR AND FREEZER shall be empty. The inside and outside of the refrigerator cabinet, the drawers, shelves, and drip pan shall be clean. GASKETS on refrigerator, freezer, and dishwasher doors are to be free of dirt and mildew. KNOBS on range, drawers, and cabinets are to be clean (not sticky), as are the countertops.
2. BATHROOMS: Plumbing fixtures, tub enclosures, tub tile, and grout are to be free of soap scum, mineral deposits, mildew, hair, etc. Cabinets, drawers, and shelves are to be empty and clean.
3. WOODWORK: Window sills, baseboards, doors, door frames, etc are to be clean (check for fingerprints on doors).
4. WALLS: Free of cobwebs, mildew, and fingerprints (check around light switches).
5. WINDOWS AND MIRRORS: To be clean- unclouded, unstreaked, and unsmudged.
6. CARPETS: Dirt is not considered normal wear. Carpets are to be professionally cleaned. Have no stains or spots, nor traffic patterns of dirt. (Regular vacuuming and scatter rugs in high traffic areas will prevent traffic patterns.)
7. HARD SURFACE FLOORS: Vacuum or sweep before mopping.
8. WINDOW COVERINGS, BLINDS, SHADES: Washable window coverings to be freshly washed. Mini- blinds to be clean. (If blinds have not been cleaned regularly, it may be necessary to dust and then wash these. Slats must be dusted before being washed so water will not discolor the cords.)
9. LIGHT FIXTURES AND CEILING FANS: shall be clean.
10. EXTERIOR DOORS: The outside as well as the inside is to be clean, without fingerprints and mildew.
11. PORCHES, HALLWAYS, STAIRWAYS used exclusively by tenant are to be clean and free of mildew/ mold.

12. GARBAGE AND RUBBISH: These shall be in proper containers and at the garbage pick-up point.

- D. CHARGES FOR FAILURE TO LEAVE THE PREMISES CLEAN: The charge for the cleaning will be cost plus \$25 with a minimum of \$80. Tenant will be charged for utilities if it is necessary to turn these on for cleaning (or to do other work necessitated by tenants' acts/ negligence). If Owner loses rent or loses a prospective tenant because the dwelling is not ready for re- occupancy, tenant shall be charged for lost rent.
- E. CHARGES FOR DAMAGES OR DEFICIENCIES: The charge for repairing damages shall be \$25 per hour plus parts and materials or cost plus \$25. The charge for replacing missing items will be cost plus \$25. In instances where it is impossible or impractical to make satisfactory repairs, as cuts in countertops, damage to carpet from potted plants, etc. there will be a minimum charge of \$25 per area of damage.
- F. NAILS OR NAIL HOLES IN WALLS: Walls are to be in the same condition as when the tenants moved in except for normal wear and tear. No holes or fasteners are to be placed in wall- papered walls, ceilings, or woodwork. Tenants will be charged to repair any damage to the walls.
- G. BEFORE LEAVING THE DWELLING: Lock all windows and doors. Turn off circuit breakers except in cases of homes with pools. Open doors to refrigerator and freezer. THEN: Notify Lessor that premises is ready for inspection. Return keys and provide Owner/ Agent with a forwarding address (and new phone number if available). **When returning keys to the office, have the receptionist make a copy of the keys, sign and date this copy so that we have a record of when they were returned. There will be a charge of \$50 for any keys not returned. Rent will be charged until keys are returned.**

TENANT SIGNATURE _____	DATE _____	WITNESS _____	DATE _____
TENANT SIGNATURE _____	DATE _____	WITNESS _____	DATE _____
AGENT/ OWNER SIGNATURE _____	DATE _____	WITNESS _____	DATE _____