

## **Rental Application Packet-Without Pet Application**

*Please read in its entirety.*

Attached you will find the Rental Application Packet. Along with a completed application packet you must include \$50 per applicant 18 years old and older. The application fee must be in the form of a cashier's check or money order made payable to BHHS Florida Realty. **PERSONAL CHECKS OR CASH ARE NOT ACCEPTABLE.** For a married application, both parties must each complete an application form (the 2-page form).

All of the instructions are attached. Please make sure that **ALL** locations are either initialed or signed or this will hold up the processing of your application (NOTE: There are <2> locations on the second page of the application.

Make sure that all of the supporting documents, as is stated in the Resident Selection Criteria Form, are included. These items are very important in order to try and expedite the application process.

If you have any questions, please feel free to contact us.

Thank you,



**Tara Lewis**  
**Berkshire Hathaway HomeServices**  
**Florida Realty**  
*Senior Front Desk Administrator / Notary Public*  
2000 Highway A1A  
Indian Harbour Beach, FL 32937  
Direct (321)768-7600  
[TaraLewis@bhhsfloridarealty.com](mailto:TaraLewis@bhhsfloridarealty.com)  
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[www.FloridaRealtyCareers.com](http://www.FloridaRealtyCareers.com)





## **CHECKLIST FOR RENTALS**

☐ **RESIDENT SELECTION CRITERIA FORM**

Each adult must initial bottom - same form, if married; separate form, if single.

☐ **RENTAL APPLICATION**

Verify that name, SS #, birth date, street, city, state & zip are legible. Also, if applicants feel they do not have a minimum 650 credit score, they should supply a hardship letter and/or other documentation to accompany the application.

☐ **VERIFICATION OF RENTAL HISTORY**

Sign upper right section for authorization.

☐ **SAMPLE LEASE WITH PET AND MOLD ADDENDUMS**

By the applicant signing the Sample Lease affirmation, they are acknowledging that they have read the Sample Lease and all Addendums and they understand and accept all of the terms and changes due.

☐ **SAMPLE LEASE AFFIRMATION**

\$ Amount for first month rent filled in, signed and dated.

☐ **CLEAN COPY OF DRIVERS LICENSE**

For each adult applicant.

☐ **\$50 PER ADULT OCCUPYING THE PROPERTY**

**Must** be a cashier's check or money order. NO PERSONAL CHECKS OR CASH ACCEPTED.

☐ **~~PET APPLICATION~~**

~~If the applicant has any type of pet, a pet application must be completed and turned in with the rental application.~~

☐ **MULTI APPLICATION DISCLOSURE ADDENDUM**

Make sure applicant(s) sign this form.

**If the above information is not turned in with the rental application, the application WILL NOT be processed until the application packet is complete.**

**\*\* PLEASE BE SURE YOUR APPLICANT UNDERSTANDS THAT UPON APPLICATION APPROVAL THE \$60 LEASE PREPARATION FEE (must be a cashier's check or money order AND THE FIRST FULL MONTH'S RENT (AKA: HOLDING FUNDS) ARE IMMEDIATELY DUE SO THE PROPERTY CAN BE TAKEN OFF THE MARKET. Funds for first month's rent/holding funds must be in the form of a locally drawn cashier's check.\*\***

**All other monies will be due at the time the lease is signed.**

**Credit checks are run Monday – Friday from 9:00 am – 4:00 pm.**

**(Please do not ask for exceptions.)**



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## RESIDENT SELECTION CRITERIA

Please read carefully and initial where indicated.

1. All adult applicants over the age of 18 must submit a fully completed, dated and signed Rental Application. Applicants must provide proof of identity (driver's license). **A non-refundable application fee of \$50.00 for each adult** occupying the property is required – even if the applicants are married. Applicants may be required to be approved by a condo/homeowner's association and may have to pay an additional application fee or an additional security or damage deposit to the association.
2. Applicants must have a combined gross income of at least three times the monthly rent. A minimum of two years' residential rental history is required. We may deny on the basis of this income requirement even if pre-paid rent is offered by applicant.
3. Retired or self-employed applicants will be required to provide proof of steady income (i.e. Social Security Benefit Letter, last 3 month's bank statements, etc.) with the completed application packet. If you are new and moving to the area, please provide a job offer/acceptance letter to accompany the application packet as well. Non-employed individuals must provide proof of income.
4. All sources of other income must be verifiable, if needed to qualify for a rental unit.
5. Credit history and/or Civil Court Records must not contain slow pays, judgments, eviction filings, collections, liens or bankruptcy within the past 5 years. **We will not provide you with the credit report or tell you of its contents**, but will provide you with the name of the credit reporting agency so you may receive a free copy of the report.
6. Criminal records for all occupants must contain no convictions for felonies for crimes within the past 7 years involving violence against persons, damage or destruction of property, the manufacture or distribution of controlled substances and no sexual offenses ever.
7. Previous rental history reports from landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no NSF checks, and no damage to unit or failure to leave the property clean and without damage at time of lease termination.
8. No pets of any kind (with the exception of medical necessity pets for the benefit of the occupant) are permitted without specific written permission of the landlord in the lease document, an addendum to lease, a non-refundable pet fee acceptable to the landlord, and/or additional security deposit. Fee and deposits are waived for medical necessity pets. Additionally, a pet application must be completed for any and all pets.
9. If applicant is approved, a \$60.00 (cashier's check or money order) lease preparation fee will be due at time of acceptance. In the event the application is approved, the lease has been prepared and the applicant fails to enter into a lease, the applicant shall forfeit this lease preparation fee. Other mandatory minimum fees for cleaning, carpet cleaning, rekeying, etc may be charged as per the lease. Resident(s) shall still be liable for amounts for damages, cleaning, rekeying, etc that exceed these minimum fees.
10. Tenant(s) will be required to pay a holding fund (also known as 1st month's rent) upon acceptance to remove property from active status. In the event the application is approved, funds are obtained and applicant fails to enter into a lease, the applicant shall forfeit the holding fund (50% of holding funds will be NONREFUNDABLE if the property is off the market 15 days or less and 100% of funds will be NONREFUNDABLE if the property is off the market over 15 days). The security deposit, pet deposit and last month's rent (if required) will be paid at the time of lease execution. We reserve the right to require a higher security deposit and/or additional prepaid rent.
11. Current HUD occupancy compliancy standards dictate a maximum of two persons per bedroom except for infants and children who are under two years of age.
12. Any exceptions to these criteria will need to be submitted in writing to the rental agent for presentation to the landlord for consideration. If approval is then given for such exceptions, additional security deposit, and/or advance rent payments may be required. The person(s) signing the lease is considered the responsible party. Co-signers are not accepted.

Our company policy is to report any non-compliance with the terms of your rental agreement or failure to pay rent or any amount owed to the credit bureau and/or a collection agency. If the amount is disputed, it shall be reported as disputed in accordance with the law.

**I have read and understand the Resident Selection Criteria.**

**Applicant(s) initials:** \_\_\_\_\_

Before submitting your application, remember to INITIAL this page. SIGN the rental application on BOTH pages and submit the appropriate application fees in cashier's check or money order.

**PERSONAL CHECKS and CASH CANNOT BE ACCEPTED**

CA 11/23/16

# Rental Application

Applicant: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Make/Model Car \_\_\_\_\_ Year \_\_\_\_\_ Drivers License # \_\_\_\_\_ State Issued \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Spouse: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Make/Model Car \_\_\_\_\_ Year \_\_\_\_\_ Drivers License # \_\_\_\_\_ State Issued \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

**YOUR RESIDENCE HISTORY FOR THE PAST THREE YEARS:**

Current address: \_\_\_\_\_ Mo Rent \$ \_\_\_\_\_ How Long \_\_\_\_\_  
 Street City State Zip

Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Previous address: \_\_\_\_\_ Mo Rent \$ \_\_\_\_\_ How Long \_\_\_\_\_  
 Street City State Zip

Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

**YOUR CURRENT EMPLOYMENT:**

\_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Self Employed \_\_\_\_\_ Student \_\_\_\_\_ Retired **HOW LONG?** \_\_\_\_\_

Employer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Position: \_\_\_\_\_ Gross Salary \$ \_\_\_\_\_ week/mo/yr Supervisor: \_\_\_\_\_

(If employment is less than 6 months, give name, address and phone of previous employer or school)

Name	Street	City	State	Zip	Phone
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**SPOUSE'S CURRENT EMPLOYMENT:**

\_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Self Employed \_\_\_\_\_ Student \_\_\_\_\_ Retired **HOW LONG?** \_\_\_\_\_

Employer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Position: \_\_\_\_\_ Gross Salary \$ \_\_\_\_\_ week/mo/yr Supervisor: \_\_\_\_\_

If there are other sources of income that you wish us to consider, please list income source and name of person who we could contact for information (banker, additional employer, etc.). You do NOT have to reveal alimony, child support, or spouse's annual income unless you want us to consider it in this application. Amount: \$

Amount: \$ \_\_\_\_\_

Name	Street	City	State	Zip	Phone
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**BACKGROUND INFORMATION:** (Please complete ALL information below or application cannot be processed)

Have you **or any occupants ever** been convicted, arrested, put on probation or had adjudication withheld or deferred for a felony offense? ☐ Yes ☐ No; If yes, when & explain \_\_\_\_\_

For a misdemeanor? ☐ Yes ☐ No; If yes, when & explain \_\_\_\_\_

Ever filed for bankruptcy? \_\_\_\_ If yes, when? \_\_\_\_\_ Ever been evicted? \_\_\_\_ If yes, when? \_\_\_\_\_

Have you ever had a foreclosure\_\_\_\_\_, been delinquent on your mortgage\_\_\_\_\_ or sold a property as a short sale\_\_\_\_\_?

If so, when?

Ever intentionally refused or been unable to pay rent when due? When/why? \_\_\_\_\_

Pets: (number, breed, size): \_\_\_\_\_ Waterbeds (number, size): \_\_\_\_\_

Name of Co-Applicant: \_\_\_\_\_ (Must complete a separate Rental Application, if unmarried)

Total # of occupants: \_\_\_\_\_ Number of adults: \_\_\_\_\_ Names of children under 18: \_\_\_\_\_

Make/Model/Year of any other vehicles permanently on premises \_\_\_\_\_

Additional information to help evaluate this application: \_\_\_\_\_

*I certify that the above information is correct and complete and hereby give authorization to make any inquiries you feel necessary to evaluate my tenancy. I understand that the information obtained may be communicated among employees or agents of the management company receiving this report. If I rent the property, I understand that the information gathered from this application and the Rental Agreement may be maintained by Management and the consumer reporting agency involved for up to five (5) years after I vacate the premises.*

**I UNDERSTAND THAT IF ALL BLANKS ARE NOT FILLED IN, THIS APPLICATION WILL BE REJECTED.**

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SPOUSE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

In case of emergency, notify: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_ Address: \_\_\_\_\_

I hereby apply to lease the described premises for the term and conditions set forth, and agree that the rental is to be payable on the FIRST day of each month in advance. As an inducement to the owner of the property and to the agent to accept this application, I warrant that all statements above set forth are true. I hereby authorize a credit check and verification of all information provided. I authorize and instruct any person or consumer reporting agency to compile and furnish any information it may have or obtain in response to such credit inquiries.

I hereby deposit \$\_\_\_\_\_ as holding funds/first month's rent which will be refunded to me if this application is not accepted within \_\_\_\_\_ business banking days unless I have made a misrepresentation or false statement of fact in this application. Upon the refund of my deposit, I hereby waive any claim to damages by reason of non-acceptance, understanding that the owner or his agent may reject this application without stating any reason for doing so. In all events I understand that I am being charged a NON-REFUNDABLE application processing fee of \$50 per person.

Upon acceptance of this application, this deposit will be retained as the first month's rent. If so approved and accepted, I agree to execute a lease for \_\_\_\_\_ months before possession is given and to pay the security deposit at the time of signing the lease. If I make a misrepresentation or false statement of facts, or if I fail to execute a lease as previously required, the first month's rent will be forfeited as liquidated damages in payment for the owner's and agent's time and effort in reserving the unit, and in processing my inquiry and application, including making necessary investigation of my credit, character, and reputation.

I RECOGNIZE THAT AS A PART OF YOUR PROCEDURE FOR PROCESSING MY APPLICATION, AN INVESTIGATIVE CONSUMER REPORT MAY BE PREPARED WHEREBY INFORMATION IS OBTAINED THROUGH PERSONAL INTERVIEWS WITH MY NEIGHBORS, FRIENDS, AND OTHERS WITH WHOM I MAY BE ACQUAINTED. THIS INQUIRY INCLUDES INFORMATION AS TO MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING. I UNDERSTAND THAT I MAY HAVE THE RIGHT TO MAKE A WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME TO RECEIVE ADDITIONAL INFORMATION ABOUT THE NATURE AND SCOPE OF THIS INVESTIGATION. **IT SHOULD BE NOTED THAT ANY CREDIT REPORTING INFORMATION CANNOT BE SHARED WITH THE APPLICANT** AND IS ONLY UTILIZED WITH OTHER PERTINENT INFORMATION FOR RENTAL PURPOSES ONLY TO DETERMINE CREDIT WORTHINESS OF APPLICANT.

***I understand that I am being charged a NON-REFUNDABLE credit application fee of \$50 per person over 18 years.***

**ALL FUNDS MUST BE IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER MADE PAYABLE TO BHHS FLORIDA REALTY**

PROPERTY ADDRESS: \_\_\_\_\_ MONTHLY RENT: \_\_\_\_\_

Referred by: \_\_\_\_\_

Agent	Office	Phone
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Date of Possession: \_\_\_\_\_ Monthly Rent: \$\_\_\_\_\_

Application Fee: \$50/per personLease Fee: \$60

Security Deposit: \_\_\_\_\_

Rents Payable: \_\_\_\_\_

Pet Fee: \_\_\_\_\_

Other: \_\_\_\_\_

Sales Tax: \_\_\_\_\_

Payments Rec'd: \_\_\_\_\_

Balance Due: \_\_\_\_\_

**PROPERTY IS BEING RENTED IN AS-IS CONDITION UNLESS OTHERWISE AGREED TO IN WRITING.**

Signature of Applicant

Date

Signature of Spouse

Date

**FOR OFFICE USE ONLY**

Deposit of \$ \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

Application Fee of \$ \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

REFERENCE VERIFICATION NAME: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

This application is \_\_\_\_\_ Approved \_\_\_\_\_ Rejected By \_\_\_\_\_ Date \_\_\_\_\_

Reason for rejection: \_\_\_\_\_

Applicant notified by \_\_\_\_\_ Date \_\_\_\_\_ Verbally \_\_\_\_\_ In Writing \_\_\_\_\_



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***SAMPLE LEASE AFFIRMATION  
AND NOTICE OF NON-REFUNDABLE DEPOSIT***

I/We hereby affirm that (please choose the applicable one):

\_\_\_\_\_ I/We have read the standard sample lease agreement & all addendums.

\_\_\_\_\_ I/We have read the owner provided sample lease & addendums.

\_\_\_\_\_ I/We acknowledge the owner's/landlord/s provided lease & addenda will be utilized with the rental of this property, but I/we have not been provided with a copy of the owner's sample lease/addenda.

I/We also hereby affirm and understand that I/we must provide holding funds (also known as 1<sup>st</sup> month's rent) and \$60 lease preparation fee in order to take the property off the market. The lease preparation fee must be in the form of cashier's check or money order. If occupation will take place in less than 10 business days, the 1<sup>st</sup> month's rent must be in the form of a locally drawn cashier's check. Until these funds are provided, the unit will remain active and will be available for showings to other prospective tenants. Any holding funds (1<sup>st</sup> month's rent) provided shall be NON-REFUNDABLE if applicant(s) fails to execute the rental agreement (lease), based on the amount of time the property is off the market. If the property is off the market for 15 days or less, 50% of holding funds/1<sup>st</sup> month's rent shall be NON-REFUNDABLE. If the property is off the market for more than 15 days, 100% of holding funds/1<sup>st</sup> month's rent shall be NON-REFUNDABLE. Once the applicant(s) execute(s) the rental agreement (lease), any holding funds deposited shall be applied to the 1<sup>st</sup> month's rent. I/We understand and accept all of the terms and charges due.

Holding Funds Provided \$ \_\_\_\_\_ (1<sup>st</sup> Full Month's Rent  
DUE UPON ACCEPTANCE)

Other Funds Provided \$ 60.00 (Lease Preparation Fee  
DUE UPON ACCEPTANCE)

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date



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**MULTI APPLICATION DISCLOSURE ADDENDUM**

Multiple applications may be received for the following property on which you are currently making an application.

Property Address: \_\_\_\_\_

The owner is under no obligation to negotiate applications based on the order in which they are received and it is solely at the discretion of the owner as to which application, if any, they choose to accept at any given time.

Berkshire Hathaway HomeServices Florida Realty cannot guarantee, or predict, what application the owner will accept and cannot outline the criteria under which your application may or may not be selected over another application.

Berkshire Hathaway HomeServices Florida Realty's only obligation is to present all applications to the owner when they are received, at which time the owner may or may not act upon said application.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sales Professional/Agent

\_\_\_\_\_  
Date



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## VERIFICATION OF RENTAL HISTORY

Please complete the information and  
fax to **321-768-2891** or  
email to **TaraLewis@BHHSFloridaRealty.com**

Thank you for your cooperation.  
Cordially,

*Tara Lewis*

I HEREBY AUTHORIZE YOU TO RELEASE INFORMATION  
REGARDING MY TENANCY TO THE INQUIRING LANDLORD.

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

### APPLICANT: PLEASE DO NOT FILL IN THE AREA BELOW

**\*\* PLEASE DO NOT GIVE TO YOUR LANDLORD. THAT WILL BE DONE BY BHHS FLORIDA REALTY \*\***

TO: \_\_\_\_\_

We are requesting verification of rental history for the individual named above, who states he/she is a present or former tenant.

Applicant Name: \_\_\_\_\_

Property address: \_\_\_\_\_

Date moved in \_\_\_\_\_ Moved out \_\_\_\_\_ Monthly rent \$ \_\_\_\_\_

Was rent paid on time? \_\_\_\_\_ If no, number of times late? \_\_\_\_\_ Dates: \_\_\_\_\_

Is there a balance due currently? \_\_\_\_\_ If yes, amount \$ \_\_\_\_\_

What was included in rent? \_\_\_\_\_

Number of occupants during lease? \_\_\_\_\_ Were any terms of the rental agreement violated? \_\_\_\_\_

Complaints by others (explain)? \_\_\_\_\_

Care of rental unit: \_\_\_\_\_

Any damage to property? \_\_\_\_\_ Any pets? \_\_\_\_\_

Overall rating as a tenant (good, fair, poor; Please explain) \_\_\_\_\_

Would you rent to them again? \_\_\_\_\_

Did they give proper notice to move? \_\_\_\_\_ Did you make any claims on their security deposit? \_\_\_\_\_

If yes, why? \_\_\_\_\_

Comments: \_\_\_\_\_

Person providing information: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_





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**SAMPLE RESIDENTIAL LEASE**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Sample Owner**, hereinafter referred to as the LANDLORD, and **Sample Tenant** hereinafter referred to as the TENANT, concerning the lease of the following described property: **123 Sample St, Sample, FL 12345** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

**TERM OF LEASE:** **July 09, 2013 to June 30, 2014.** 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 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. **(IN THIS SECTION HERE WE INSERT AN OPTIONAL TERMINATION ON SALE CLAUSE IF YOU SELECT)**

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **(HERE ALL TENANTS AND MINOR OCCUPANTS ARE LISTED)**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**PRORATED RENT:** TENANT agrees to pay the sum of **\$1,500.00** as pro-rated rent for the period **July 09, 2013 to July 31, 2013.**

**ADVANCE RENT:** TENANT agrees to pay the sum of **\$2,000.00** as advance rent representing payment for the last month of lease term or any renewal.

**RENT:** TENANT agrees to pay the monthly rent amount of **\$2,000.00** plus any applicable sales tax as rent on the **1st** day of each month in advance without demand at **SAMPLE OWNER, 12345 Sample Owner St., Sample, FL 98745** Phone number **(123) 456-7890**. Emergency phone number **(123) 456-7890**. Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of **10%** plus **\$5.00** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **5th** day of each month. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a PET ADDENDUM attached and made a part of this lease. **(IF YOU SELECT, A PET ADDENDUM GETS ATTACHED)**

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of \$1,000.00, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT's failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT's default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with **(THIS IS WHERE YOU OR THE OWNER'S BANK NAME AND ADDRESS APPEARS IF KNOWN AT TIME OF LEASE)**. Your lease requires payment of certain deposits. The LANDLORD may transfer advance rents to the LANDLORD's account as they are due and without notice. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit. The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD's intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the LANDLORD's notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any.

If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.

This disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT 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 damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address). If the LANDLORD fails to give the required notice within the 30-day period, he 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.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

**ASSIGNMENTS:** TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

**SMOKING: (IN THIS SECTION, BASED ON YOUR SELECTION, THE SMOKING OR NONSMOKING RULES/CONDITIONS ARE INSERTED)**

**RISK OF LOSS:** All TENANTS' personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes.

**TENANT is strongly urged to secure insurance for personal property.**

**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 or HOA rules regulations, restrictions, 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 it for the TENANT account. 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 attempting to re-lease the premises through a licensed real estate company. 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.

**ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT's violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: **(IN THIS SECTION, BASED ON YOUR SELECTION AT INPUTTING, WE INSERT THE LANDLORD'S UTILITY RESPONSIBILITIES)**. The TENANT agrees to pay all charges and deposits for all other 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 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.

**VEHICLES:** Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises: **(BASED ON THE INPUT FORM, THIS IS WHERE VEHICLES ARE LISTED)**.

**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. **TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: (IN THIS SECTION THE TENANT'S RESPONSIBILITIES ARE SET FORTH BASED ON YOUR INPUT FORM)**. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. In the event there is a garbage disposal unit on the premises, unless otherwise agreed to in writing, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly.

**VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. **(IN THIS SECTION, WE HAVE THE OPTIONAL CARPET CLEANING CHARGES, KEY CHARGES OR CLEANING CHARGES AS YOU SELECT)**

**RENEWAL:** LANDLORD or TENANT shall have **(BASED ON YOUR INPUT, THIS IS HOW MANY DAYS THE TENANT**

**MUST GIVE)** to notify each other prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some subsequent monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

**RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

**MOLD:** LANDLORD and/or AGENT reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event LANDLORD and/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.

**WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT's failure to comply with any applicable laws, statutes, ordinances or regulations.

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

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

**MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

**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."

**ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD**

SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**ADDITIONAL STIPULATIONS:**

*(IN THIS SECTION ARE SPECIAL STIPULATIONS THAT YOU MAY DESIRE)*

**ACCEPTANCE BY FACSIMILE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:**

**MOLD ADDENDUM *(THIS IS ATTACHED)***

**PET ADDENDUM *(THIS IS ATTACHED IF APPROPRIATE)***

DEFINITION: INPUT/INPUT FORM - FORM USED TO CUSTOMIZE THE LEASE WITH THE TERMS AND INFORMATION FOUND IN MLS AND/OR AGREED TO BETWEEN APPLICANT AND OWNER.

SAMPLE

## ***SIGNATURE PAGE***

\_\_\_\_\_  
Sample Tenant

TENANT

\_\_\_\_\_  
Sample Owner

OWNER

SAMPLE

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428  
Reference #416320

## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Sample Owner (OWNER OR AGENT) AND Sample Tenant (TENANTS) FOR THE PREMISES LOCATED AT 123 Sample St, Sample, FL 12345.

**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 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 DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- 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
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

**TENANT(S) AGREE TO REPORT IN WRITING:**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- 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

**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(s) agree 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) will 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) shall hold agent 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.

**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.

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