

LEASE AGREEMENT

TENANTS

REPLACEMENT TENANTS

1. "TENANT NAME"

1. _____

2. _____

2. _____

Herein after jointly and severally liable and referred to as "Tenant(s)" and Union Properties of Gainesville, Inc., 4421 NW 39th Avenue Bldg. 2 Ste. 1, Gainesville, Florida, herein after referred to as "Landlord" enter on this date, 10/26/11, into this Lease Agreement:

1. **PREMISES:** Landlord leases to Tenant, and Tenant leases from Landlord, that certain residence known as:

1240 SW 9TH ROAD #TBA, GAINESVILLE, FL 32601

2. **TERM:** This lease shall begin at noon on the 1ST day of AUGUST, 2012, and end on the 20TH day of JULY, 2013, at 12:00 p.m. Tenant's obligation to pay rent hereunder shall continue for the entire term of this Lease Agreement until all sums due Landlord herein have been paid in full.

3. **PAYMENTS:** TENANT shall pay LANDLORD RENT AMOUNT DOLLARS (\$XXXX) per month in advance for that month on the first day of each month, and shall make this rent the first day of each month payable to Union Properties of Gainesville, Inc. and to be mailed or delivered to the following address: 4421 NW 39th Avenue, Building 2, Suite, 1, Gainesville, Fl. 32606. **Landlord will not accept partial rent or multiple checks. Cash payments are not accepted.**

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Tenant hereby agrees to pay the following sums of money to Landlord in consideration of this lease:

\$1,000.00 A \$1,000 refundable Security Deposit, subject to terms stated herein (payable at time of lease signing)

\$480.00 A \$100.00 **non-refundable** reservation fee per tenant and a \$60.00 **non-refundable** application fee per tenant (due at time of application)

All amounts due under this lease are deemed additional rent if not paid when otherwise due. Tenant acknowledges that any payments received by Landlord will first be applied to any outstanding charges (including but not limited to late charges, cleaning charges, returned check charges, damage charges, returned check charges, damage charges, etc.) incurred by or on behalf of Tenant prior to being applied to current or future amounts due.

4. **APPLICATION:** If any information given by you in your application, lease or any other documents required by the Landlord is false, Landlord may, at their option, terminate this Lease. Tenant agrees to notify Landlord promptly in writing of any change in the information provided. Further, if any information given by Tenant on his/her application is found to be false or misleading, Landlord shall consider such as a material breach of this agreement.

5. **RULES & REGULATIONS:** See attached Rules & Regulations Addendum, which are hereby reported as material terms of this Lease.

6. **SECURITY ALARMS:** If alarms are purchased or installed by Tenant, Tenant is responsible for repairs, maintenance, monitoring/permitting fees, removal costs, etc. relating to alarm Tenant also agrees to give Management a working override code so they may access the unit for emergencies, and preventative and general maintenance issues.

7. **PARENTAL OR SPONSOR'S GUARANTY:** The Landlord will require a Guarantor Agreement at the time of application, if the applicant has an unsatisfactory or insufficient credit history or is a student or otherwise requires such security at the sole reasonable business discretion of the Landlord . Landlord reserves the right to cancel this Lease at any time in the event such Guaranty is not fully executed, notarized, and returned to the Property Manager along with the non-refundable reservation fee and total application fee(s). Tenant understands that Guaranty must be obtained directly from the parent or sponsor and that the Landlord reserves the right, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Guaranty is for an essential necessity of Tenant, and that the Tenant shall be fully bound by all terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and any future lease extension, renewal or transfer and shall not be construed as a release of Tenant's responsibilities and obligations hereunder. Tenant understands that lack of the Cosigner/Guarantor Agreement does not release Tenant from duties and financial responsibilities under this Lease agreement, unless Landlord cancels Lease agreement. Tenant also understands that Landlord may refuse occupancy if Cosigner/Guarantor Agreement is not received at time of application and that Tenant will remain liable for all monies due. Tenant understands that failure to procure the Guaranty will result in denial of application and prevent Tenant from taking possession of rental property.

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8. **SECURITY DEPOSIT:** Prior to or at the time of the signing of this lease agreement, Tenant has deposited with Landlord **\$1,000.00** as security for the full and faithful performance by Tenant of all the terms and obligations contained in this Lease to be performed by Tenant. Tenant must pay the full security deposit indicated above. Under no circumstances shall Tenant be entitled to have the security deposit applied as rent during the term of this lease. Landlord shall deposit the Security Deposit in a non-interest-bearing account, as provided by Chapter 83, Fla. Stat. (1993). The Security Deposit shall be used by Landlord to pay for damage or loss to, and for the cleaning of the Leased Premises, if necessary, for greater than normal wear and tear. Upon termination of this Agreement, or TENANT's vacation of the Leased Premises with proper statutory notice of termination, Landlord shall, within fifteen (15) days, mail to the first Tenant listed above either the full amount of the Security Deposit, or within thirty (30) days written notice of Landlord's intent to impose a claim against the Security Deposit. Landlord shall only be required to mail such payment or notice to the last known mailing address of the first TENANT listed above. Security deposit refund, if any, shall be made by mail only and may not be picked up in person from LANDLORD.

9. **ADDITIONAL RENT DUE TO LATE PAYMENT:** All installment payments due hereunder shall be paid in full on or by the due date thereof. Installment payments are due on the first (1st) day of the month and time is of the essence. Tenant should, therefore, mail or hand deliver payment early to ensure proper payment. Payments that are mailed must be actually received on or before the fifth (5th) to avoid late charges as additional rent. If rent is unpaid after the first day of each month it is delinquent and the Tenant will be deemed in default under this Lease. If rent is not paid in full by the fifth day of the month, Tenant shall pay ten percent (10 %) of total rent amount in additional rent due to said non-payment. Every day thereafter there will be an additional rental amount of five dollars (\$5.00) due until all accrued rent is paid in full, total number of late days shall include the day payment is made. Any unpaid rent or additional rent not paid by the eleventh (11th) of the month must be paid by Certified Cashier's Check or Money Order only. Any and all monies owed by Tenant to the Landlord due to late payment shall be deemed rent under this Lease. All payments will first be applied to the oldest outstanding balance, if any. All charges shall hereunder be deemed additional rent.

10. **RETURNED CHECKS:** If any check given to Landlord by or for Tenant is returned unpaid for any reason, Tenant shall pay a service charge of \$25.00 if the face value of the check does not exceed \$50.00; \$30.00 if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00 if the face value is more than \$300.00; or 5% of the face value of the check (applicable if amount exceeds \$800.00); whichever is greater. Payment for the returned check, the service charge plus all applicable late fees up to the day the check is made good, and all future payments to Landlord shall be by Certified Cashier's Check, or Money Order; checks will no longer be accepted from Tenant without Landlord's written permission. All charges under this paragraph are deemed additional rent.

11. **USE AND OCCUPANCY:** The premises shall be occupied by Tenant as a private dwelling unit and no other purpose. Each apartment shall be occupied by Tenant(s) and no other person except for occasional overnight guests. Said occasional guests shall stay no longer than 48 hours. Occupancy will be limited to **THREE (3)** Tenants. All Tenants on this Rental Agreement are jointly and severally liable regarding terms of the Rental Agreement and agree that one Tenant may act on behalf of all Tenants in regards to the terms of this Rental Agreement.

12. **SUBLEASE/RE-RENTAL:** Tenant may sublet/re-rent his or her interest in the premises or this Lease only with Landlord's prior written consent. Such consent may be withheld for any reason by and at sole discretion of Landlord and in no case will consent be given if Lease is in default in any way. Upon such sublet Tenant agrees to pay Landlord \$300.00 per sublease as a sublease fee for administrative costs and expense and not as a penalty. Tenant also acknowledges that additional security may be required at the time of said sublease, and that such sublease shall in no way relieve Tenant of his or her obligations under this Lease.

13. **RENEWAL AND HOLDOVER:** IN THE EVENT THE TENANT WISHES TO EXTEND THIS LEASE BEYOND THE EXPIRATION DATE, TENANT MUST EXECUTE A RENEWAL LEASE PROVIDED BY THE LANDLORD WITHIN THIRTY (30) DAYS OF LANDLORD'S OFFER TO RENEW. THE RENEWAL LEASE WILL INCLUDE TERMS AND CONDITIONS, INCLUDING THE RENTAL AMOUNT, WHICH MAY DIFFER FROM THOSE SET FORTH HEREIN. IF ANY TENANT RENEWS THE RENTAL AGREEMENT, TENANTS AGREE THE SECURITY DEPOSIT WILL BE TRANSFERRED TO THE RENEWAL RENTAL AGREEMENT AND INDIVIDUALS NOT RENEWING (IF ANY) WILL LOOK TO ONLY THE RENEWING TENANT OR NEW ADDITIONS TO THE RENTAL AGREEMENT FOR ANY REFUNDS OF THE SECURITY DEPOSIT. THE TENANT WILL NOT BE ALLOWED TO HOLDOVER AT THE EXPIRATION OF THE TERMINATION DATE OF THE TENANCY HEREIN. IN ACCORDANCE WITH FLORIDA STATUTE (83.58), THE LANDLORD WILL CHARGE DOUBLE THE AMOUNT OF MONTHLY RENT DUE ON THE UNIT IF A TENANT REMAINS WITHIN THE UNIT FOLLOWING THE EXPIRATION OF THEIR LEASE PLUS ANY ADDITIONAL COSTS ASSOCIATED WITH THE DISPLACEMENT OF THE INCOMING TENANT.

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14. **SURRENDER OR ABANDONMENT:** Abandonment is presumed if the Tenant has abandoned the dwelling unit and premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption shall not apply if the rent is current or the Tenant has notified the Landlord, in writing, of an intended absence during a current lease period. **BY SIGNING THIS 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.**

15. **CONTENTS AND FURNISHINGS:** If the premises are leased as a furnished apartment, the items listed on the separate schedule attached to this Lease are made a part hereof. Tenant agrees to return all items listed on the schedule to the Landlord at the end of the term of this Lease in as good of a condition as received, only reasonable wear accepted. This includes but not limited to washer & dryer, ceiling fans, lighting, etc. Please see attached "Departing Procedures Addendum" for further detail and expectations of Tenant upon move-out.

16. **STORAGE:** Landlord gives no right of storage to Tenant. Tenant must remove all personal property at termination of Lease. Pursuant to section 83.67 of the Florida Statutes, upon surrender or abandonment of the apartment by Tenant or recovery of the dwelling unit by Landlord, the Landlord shall not be liable for storage or disposition of the Tenant's personal property.

17. **RELEASE OF LIABILITY OF LANDLORD FOR INJURY OR DAMAGE:** The Landlord shall not be liable to the Tenant for any damages resulting from Landlord's inability to deliver possession of the Premises to Tenant at the commencement of the Term, provided however, Tenant shall not be liable for payment of any rent until possession of the Premises has been delivered to Tenant. Tenant may cancel this Lease if possession of the Premises has not been delivered within 30 days of the commencement of the Term. The Landlord shall not be in any way liable to the Tenant or his/her property or his/her immediate family or his/her guests, employees, invitees, or anyone else on or about the residence or their property due to any discontinuance of heat, air conditioning, mechanical refrigeration, hot water, electrical or gas service caused by nonpayment, accident, breakage, strikes or Acts of Nature, or Force Majeure. The Landlord shall not be liable for any loss or damage to property of Tenant by moths, termites, or other vermin, rain, snow, mildew or water that may leak into or flow from any part of said premises due to defects in said premises or any part thereof. Landlord shall not be responsible for any damage to or loss of any personal property due to theft, malicious mischief, or vandalism. The Landlord shall not be liable for any personal conflict or personal injury to Tenant, family or guest thereof. The Landlord shall not be responsible for any damage to or loss of any vehicle, or accessory of such vehicle, stored or parked in the apartment parking area not for any property of any kind stored or left in said space or in said vehicle. Landlord expressly advises the Tenant to provide himself with a Renter's insurance policy to cover loss, theft, damage or destruction of possessions in or on the premises.

18. **RELEASE OF LANDLORD LIABILITY RELATIVE TO PARKING:** Tenant(s) hereby authorizes Landlord to release Tenant's name and automobile tag number to The City of Gainesville Parking Division so that Tenant(s) may obtain their own Neighborhood Parking Permit if so desired.

19. **SECURITY:** Landlord does not provide and has no duty to provide security services for Tenant's protection or the protection of Tenant's property. Tenant must look solely to local authorities for such protection. Landlord shall not be liable for failure to provide security services to protect Tenant, Tenant's family, guests or others, or Tenant's property from the criminal or wrongful acts of Landlord's employees, agents, or others. If, from time to time, Landlord provides any security services, those services are only for the protection of Landlord's property and shall not constitute a waiver of, or in any manner modify, this disclaimer. **TENANT IS STRONGLY ENCOURAGED TO OBTAIN HIS/HER OWN RENTER'S INSURANCE.**

20. **ALTERATIONS:** Tenant shall not make any alterations or additions to the leased premises including but not limited to the following: painting walls or ceilings, changing locks, removing or dismantling any appliance that was installed in the unit prior to Tenant's occupancy, or any other changes to the Premises without written consent or authorization from Landlord.

21. **UTILITIES: Landlord shall provide for WATER, SEWER AND HIGH-SPEED INTERNET.** All utilities including, but not limited to, telephone, cable television, etc., are the responsibility of and shall be obtained by Tenant at Tenant's expense. Changes and upgrades in telephone, cable and Internet wiring configurations **are the sole responsibility of the Tenant at Tenant's expense.** The Landlord shall not be responsible for providing or maintaining additional phone lines or service for Tenant. Tenant agrees to maintain basic utilities (water, sewage, electricity) for the entire Term of Lease. Landlord has prior agreement with Gainesville Regional Utilities for reversion account status. If utilities are transferred into Landlord's account due to fault of Tenant, Tenant agrees to pay a minimum charge of a fifty dollar (\$50.00) fee and acknowledges that Landlord may disconnect said utilities the next business day. Each individual Tenant agrees and promises to pay for his or her pro-rata share of expenses of said utilities and agrees that his or her liability for the utilities is joint and several with the other Tenants sharing the same apartment. Tenant acknowledges and agrees that Landlord may use Tenant's security deposit to cure any default due Landlord in the payment of utilities and that the security deposit shall be restored by Tenant.

22. **PETS:** Pets are prohibited and Tenant agrees to not allow or keep any pets in or about the leased premises either temporarily or permanently unless specifically approved by Landlord at Landlord's full discretion. If Tenant is authorized to keep any pet in the leased premises it must be provided for below and proper payment for authorization of pet must be received by Landlord on or before the move-in date. Tenant understands that prohibition of pets also applies to pets of Tenant's guests or unexpected visitors. If Landlord or agent of Landlord finds a pet on the premises, Tenant hereby agrees to pay a fee of \$250.00 as liquidated damages and an additional fee of \$25.00 for each additional day pet remains on premises. This fee shall be applied in all cases, even those where Tenant is "keeping" the pet for a friend or the pet is just "visiting" with a guest or visitor of Tenant. If the pet remains on the premises for a period of seven days or more from the date first observed by Landlord, the Tenant's right to possession shall terminate and Tenant shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of this Lease.

23. **DAMAGE TO PROPERTY:** Should the premises be partially damaged by casualty not due to negligence or conduct of Tenant or Tenant's guests, invitees, or assignees, the property shall be repaired by Landlord and any rentals for the period of the premises are wholly untenable shall be abated. However, should the property suffer substantial damages, Landlord may elect to terminate this Lease, and the rent shall be adjusted up to the date of the casualty. In the event premises are damaged by the conduct, acts, or omission of Tenant or Tenant's guests, invitees, or assignees, Tenant agrees that Landlord will repair said damage and that cost to repair said damage will be billed as additional rent. Tenant(s) shall be responsible for and indemnify Landlord against any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as that may be caused by fire, flood, or any accident, caused by Tenant's or their guest's wrongful act or negligence, or regardless of Tenant's wrongful act or negligence if such fire, flood, or accident occurs within the demised premises under Tenant's possession and control, whether such may be of known or unknown origin or causation and regardless of whether Tenant's wrongful act or negligence is related to any known or unknown or suspected origin or causation. Should it become necessary for Landlord to bill Tenant for repairs, as authorized in this Agreement, Tenant shall pay rent and additional rent in full by the first day of the next calendar month after written notice from Landlord. Failure to pay the full amount due by the first of the month shall be deemed a material breach of this Agreement. The application of Tenant's security deposit at the end of this lease to repair damage shall in no way relieve Tenant of liability for damages which exceed the amount of security deposit. Each individual Tenant agrees and promises to pay for any damages to rental unit and agrees that his or her liability for said damages is joint and several with other Tenants of said rental unit. Any intentional withholding of information by Tenant regarding the extent or cause of damage to the premises shall be deemed a material default of the terms of this Lease. Tenant shall immediately report to the Landlord and the local law enforcement authority any acts of vandalism to the Premises or the rental unit in which the Premises are located.

24. **TENANT'S OBLIGATION UNDER THIS LEASE:** Tenant agrees and promises to:

- A. Maintain the subject property in the same condition as when leased (normal wear and tear excepted)
- B. Comply with all applicable housing, building, and health codes
- C. Pay for all utilities utilized which are not furnished by Landlord
- D. Keep the property clean and sanitary
- E. Report all maintenance problems in writing or via email to the Landlord immediately
- F. Remove all garbage from the property and recycle items as per Gainesville City Ordinance
- G. Use the facilities and appliances in a reasonable and safe manner and for their intended purpose
- H. Refrain from damaging/defacing/vandalizing the Landlord's property
- I. Conduct himself or herself and others on the property with his or her consent in a reasonable manner
- J. Obtain a mailbox key from the Post Office at his/her own expense
- K. During a roommate transfer, only vacating Tenant or remaining Tenant acting on behalf of vacating Tenant will provide key(s) to incoming Tenant

25. **LANDLORD'S OBLIGATION UNDER THIS LEASE:** Landlord promises to:

- A. Comply with all applicable housing, building and health codes.
- B. Maintain all basic structural and service components of the property so they are capable of resisting normal forces.

26. **RIGHT OF ENTRY:** Landlord shall have the right of entry upon the premises to inspect the same, make repairs, and exhibit the property to others, provided each entry is at reasonable times defined in Florida Statute (83.53). The exercise of the reserved rights of the Landlord shall never be deemed an eviction or disturbance of the Tenant's peaceable use and possession of the Premises and shall never render the Landlord liable in any manner to Tenant or any person in the Premises.

27. **LIABILITY:** Tenant accepts the conditions of the premises. **Defects to apartment must be presented in writing and delivered to Landlord within ten (10) days from the beginning of the Term.** Tenant further agrees to indemnify Landlord against any loss, damage, injury, claim, demand, expense, or liability arising out of Tenant's use of the premises, including losses arising out of the use of premises by others with Tenant's consent.

28. **CRIMINAL ACTS:** Tenant further agrees that Landlord shall not be liable for any criminal acts against Tenant's person, family, servants, guests, or property committed by any third party. Tenant further agrees that any criminal acts by Tenant or their guest will constitute a default of this lease.

29. **PERSONAL PROPERTY:** Due to legal and other limitations, it is not possible for us to insure Tenant's personal property. It will be necessary for Tenant to obtain renter's insurance at Tenant's expense from a local insurance agent to cover any possible loss or damage to personal property. Any personal property placed in or about the premises shall be at sole risk of Tenant. Tenant agrees that management is not responsible for repair or replacement of any personal property and that Tenant will look solely to Tenant's renter's insurance for reimbursement of personal property.

30. **TAXES:** Any taxes or fees that may be imposed by any governmental authority, whether they be sales, use, or resort taxes or fees shall be paid by Tenant.

31. **DEFAULT AND RELEASE:** Tenant will not be released on ground of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-tenants, bad health, or any other reason. Accordingly, Tenant's obligation to pay rent hereunder (and the Guarantor(s) obligation to ensure payment of the same) shall continue for entire Term of this Lease and until all sums due Landlord herein under have been paid in full. In the event Tenant shall default under any provision of this Agreement and, due to said default, Landlord hires an attorney or collection agency, to enforce this Agreement, Tenant shall pay Landlord's costs, collection fees, associated costs, and attorney's fees, whether a lawsuit is filed or not. All amounts due will accrue interest at the highest rate (18%) allowed by law and any Final Judgment rendered will bear interest at 18% per annum. Upon default, all monthly installment payments for the remainder of the lease term shall be accelerated without notice or demand and shall be immediately due and payable. Such right of acceleration is in lieu of having rental for the entire lease term payable at the beginning of this Lease. Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies.

32. **PARKING:** Tenant acknowledges that there is/are **TBA (SPACE #TBA)** space(s) included with rental property. Tenant will be charged **\$TBA** per month to be a charge in addition to the rental rate for **TBA** parking space(s) at premises. Parking on the city right of way is severely limited in areas and requires additional decals provided by the city. If available, Tenant may elect to pay for a Reserved parking space and one parking decal issued for the purpose of parking on operable motor vehicle during the term of this Lease. All other parking is on a space-available basis for current Tenants only, requiring a valid decal issued by the Landlord, at the sole discretion of the Landlord. Tenant agrees not to park any inoperable or wrecked vehicle in or about the parking lot; such vehicles will be towed at Landlord's option, at the owner of the vehicles' expense. Tenant further promises and agrees not to wash vehicles in the parking lot, nor to perform automotive or mechanical repair of vehicles in or about the parking lot, nor to park in non-parking spots (i.e. grass, in front of dumpsters). Tenant agrees to forfeit all parking privileges should the Lease be terminated or subleased. Any charges for parking spaces shall be deemed additional rent under this lease

33. **RULES AND REGULATIONS BINDING:** Tenant agrees to be bound by Landlord's rules and regulations, attached hereto and made a part of this Lease, and any subsequent modifications not in violation of law or the terms of this Rental Agreement. Any violation of said rules and regulations shall be deemed a default of terms and conditions of this Lease.

34. **WAIVER AND SEPARABILITY:** The waiver of any one breach of any provision of this Lease shall not be considered a waiver of that or any other provision herein. Should any portion of this Lease be deemed invalid, such invalidation shall not operate to invalidate the remaining portion of this Lease.

35. **BINDING EFFECT:** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and legal representatives.

36. **NON-RECORDABILITY OF LEASE:** The parties covenant that this Lease shall not be recorded, and that such recording of the same may be considered, by the party not so recording, as a material breach of this Lease.

37. **EMINENT DOMAIN:** If the whole or any part of the building or the apartment complex is taken or condemned by any competent authority for any public purpose or use, the term of this Rental Agreement shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. Tenant shall have no right to appear and defend in any suit by such competent authority and Tenant shall have no right in any award. Current rent shall be apportioned as of the date of such termination.

38. **ENTIRE AGREEMENT:** NO ORAL AGREEMENTS HAVE BEEN MADE, THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE MODIFIED, UNLESS IN WRITING AND EXECUTED BY THE PARTIES. TENANT AGREES THAT ALL AGREEMENTS RELATING TO LEASE ARE TO BE IN WRITING AND THERE ARE NO VERBAL AGREEMENTS.

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38. **RADON GAS/ASBESTOS WARNING:** We are required by Florida Statute 404.056 (8) to give the following notification to you “Radon is a naturally occurring radioactive gas that, when it is 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 health unit.” Buildings built prior to 1980 are known to contain traceable amounts of asbestos containing materials (ACMs). ACMs are generally found in original kitchen tile, acoustical ceiling treatments, drywall and joint compound, and original sink undercoatings. These areas of the apartment should not be disturbed and any maintenance issues relating to these areas should be referred to the management office.

39. **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 managed 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 or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. By signing this lease, Tenant acknowledges receipt of the pamphlet “Protect Your Family From Lead In Your Home.”

40. **MOLD AND MILDEW:** Tenant acknowledges that the rental unit is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the rental unit to retard or prevent the growth of mold or mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the rental unit and the contents to retard and prevent mold and mildew and that the Landlord shall not be responsible for damage to the rental unit or the personal property contained therein for damages caused by mold and mildew.

41. **CANCELLATION:** Any request by the Tenant to cancel this lease must be made in writing to the leasing office. Cancellation of this lease is at the “Sole Discretion of the Landlord.” Tenant agrees that in the event of a landlord ‘approved cancellation’ any payments previously made including but not limited to the entire security deposit, application fees, and redecorating/administrative fees may be forfeited to the Landlord to contribute towards fee charged for the cancellation. In the event of an “approved cancellation”, cancellation fees will be set by Landlord and may be as high as the full rental amount due for the entire lease.

42. **MISCELLANEOUS:** By executing this Lease, Tenant warrants that he or she is 18 years of age or older or acknowledges if below such age that he or she understands this Lease Agreement is for the necessity of housing and shelter and shall be bound to it and shall not avoid this Agreement for any reason. Tenant agrees that all agreements relating to lease are to be in writing and there are no verbal agreements.

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ACKNOWLEDGMENT

Tenant hereby acknowledges that he or she has read this lease agreement, the rental application and the rules and regulations. Tenant understands that the rules and regulations may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and the well-being of all the occupants of the premises, and affirms that Tenant will, in all aspects, comply with the terms and provisions of his lease agreement. Tenant acknowledges that this lease is a legal document and is intended to be enforceable against Tenant and any guarantor in accordance with its terms and conditions. Tenant should seek competent legal advice if any portion of this lease agreement or related document is not clear or otherwise understood by Tenant. Tenant agrees that any proceedings to enforce this agreement or related rights shall be brought in Alachua County, Florida for purposes of venue, both parties specifically waive any right to trial by jury and Tenant consents to personal jurisdiction in Florida.

Tenant

Date

Tenant

Date

Landlord
Title: Property Manager

Date

Replacement Tenant

Date

UPI Agent Initials, Date

Replacement Tenant

Date

UPI Agent Initials, Date