

REALTY MASTERS OF FL RESIDENTIAL LEASE

This agreement, made this 15th day of February 2010 between OWNER hereinafter referred to as the LANDLORD, through its AGENT Realty Masters and TENANT, hereinafter referred to as the TENANT, concerning the lease of the following described property: ADDRESS, is as 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).

TERMS OF LEASE: 12 months Total Rental Amount for lease terms: \$ 9,000.00 Monthly Rental Amount \$ 750.00 Beginning March 1, 2010 Ending February 28, 2011 If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the lease may be voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. This lease shall terminate early, at LANDLORD'S option, upon sale of or contract for sale entered into on the premises and TENANT agrees to vacate within 60 days written notice from LANDLORD.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: - TENANTS & DEPENDANTS A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 14 days.

PRORATED RENT: TENANT agrees to pay the sum of \$ n/a as prorated rent for the period n/a .

ADVANCE RENT: TENANT agrees to pay the sum of N/A as advance rent representing payment for the last month of lease term or any rental.

RENT: TENANT agrees to pay the monthly rent amount of \$ 750.00 plus any applicable sales tax as rent on the 1st day of each month in advance without demand at Realty Masters of FL, 4400 Bayou Blvd, Ste #58, Pensacola, Florida 32503- Phone # 850-473-3983 Emergency # 850-512-6019. Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of 10% will be charged on the 4th of the month. Rent is due on the 1st of the month. After the 4th, an additional \$5.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 3rd day of each month. All late rent payments must be made with certified funds only. _____ (Initial). Cash payments are NOT accepted. Post dated checks are not accepted. Rent must be paid by one personal check only or multiple money orders. Only personal checks from parties on the lease will be accepted. If TENANT'S check is dishonored, all future payments must be made in money order or cashier's check; dishonored checks will be subject to the greatest of 5% of the check amount or a \$30.00 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. Time is of the essence. The imposition of late fees and/or dishonored check charges are 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. 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 signed by all parties. PET ADDENDUM IS ATTACHED.

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of \$700.00 , 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 of Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. TENANT will still be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of 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 at Coastal Bank & Trust of FL (formerly Bank of Pensacola) in Pensacola, FL. Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, the LANDLORD shall have 15 days to return the entire security deposit together with interest if otherwise required, or 30 DAYS in which 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

Tenant Initials _____
Tenant Initials _____

(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 of 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. Tenant shall not be allowed to have large above ground pools or trampolines on the premises. _____ (Initial). Lawn & shrub maintenance is the tenant's responsibility to properly water and maintain. Failure to regularly service them will result in a professional lawn care company being hired at the tenant's expense for the remainder of the time they reside in the property. _____ (Initial)

RISK OF LOSS: All TENANT'S 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 by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by the TENANT. Upon default, in addition to complete forfeiture of the security deposit, rent due for the remaining term of this lease is accelerated, TENANT shall owe this rent and LANDLORD may begin eviction procedures, rent deposit, rent due for the remaining term of this lease is accelerated, TENANT shall owe this rent and LANDLORD may begin eviction procedures, after proper notice is given under 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.

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 the suit is filed. 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: Water, Sewer, Trash, and Lawn Maintenance. 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. 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.

Tenant Initials _____
Tenant Initials _____

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly marked. 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 the 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: _____ .

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 sanitary manner. If there is a microwave, garbage disposal, icemaker, washer and dryer, ceiling fan, whirlpool or Jacuzzi present at the home, these items are accepted in as-is condition and are not the Owner's responsibility to maintain or replace. The Tenant must notify the Owner through the Property Management Company before any of these items are removed or repaired. Should the Tenant wish to have maintenance done to these items at their cost, a licensed and insured maintenance company must be used and a copy of the paid invoice will be provided to the Owner through the Property Management Company for the Owner's records. 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 the TENANT'S expense, the following: A/C FILTERS, EXTERMINATION, LAWN/SHRUBBERY, LOCKS/KEYS, SCREENING, SMOKE ALARM(S). _____ (Initial) 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 premise holding LANDLORD harmless for any damages suffered if any. TENANT shall IMMEDIATELY notify LANDLORD of any maintenance needed; maintenance performed or repairs in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same.

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 accepted. TENANT agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge of, \$50.00. In the event all keys are not returned upon move out there will be a minimum charge of \$25.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum turnover charge to be deducted from the security deposit in the amount of \$50.00.

RENEWAL: If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and may be terminated by TENANT giving written notice not less than 30 days prior to the end of any monthly payment period OR LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Failure to give this written notice to LANDLORD will bind TENANT to continue this lease on a month-to-month basis beyond Expiration Date of this Lease. If TENANT fails to sign a lease renewal timely, the monthly rental amount due from TENANT on a month-to-month basis shall be an amount equal to the market rate at the time of lease expiration, in addition to a \$50.00 month-to-month fee. LANDLORD or TENANT may terminate the month-to-month tenancy under this Lease at any time by giving at least thirty (30) days written notice of the intention. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give above stated notice by TENANT prior to end of the lease or any month to month period will result in additional liability of TENANT for the following full monthly rental period in addition to security deposit forfeiture. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

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 and TENANT, if not

Tenant Initials _____
Tenant Initials _____

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.

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 for 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. 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 concerning the tenancy or the security deposit. _____ (Initial)

INTEGRATION: This lease and exhibits and attachments, if any, set forth the entire agreements 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 this 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 OR ABANDMONMENT, AS DEFINED BY THE FLORIDA STATUES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

ADDITIONAL STIPULATIONS: Please check all that apply.

- Security Deposit Agreement
- _____ Military Clause
- _____ Pet Addendum
- _____ Lead Based Paint Form
- Mold Addendum
- Drug & Crime Free Addendum
- Privacy Policy Notice
- Smoke Detector Addendum
- Tenant Maintenance Responsibilities
- Tenant Handbook & Move-in Inspection Sheet
- _____ Other _____

_____	_____
TENANT 1	DATE
_____	_____
TENANT 2	DATE
_____	_____
TENANT 3	DATE

AGENT FOR OWNER _____

I HAVE RECEIVED A COPY AND AGREE TO THE TERMS OF THE "TENANT HANDBOOK"

_____	_____	_____	_____
TENANT	DATE	TENANT	DATE

Tenant Initials _____
Tenant Initials _____

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 record pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

_____ (a) Lessee has received copies of all information listed above.

_____ (b) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*. Agent's Acknowledgement (initial)

_____ (c) Agent has informed 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

Agent of Lessor Date

Agent Date

Tenant Initials _____

Tenant Initials _____

DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, 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 (as defined in section 102 of the Controlled Substances act (21 U.S.C.802).
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 the sight of the premises.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.
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: (_____) (_____) (_____)

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 _____.

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 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
- 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.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER 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

Address: 6633 Trailride, Milton, FL 32570
Tenant Name: Michael Swapp & Kari Schmidt

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:

Additional monthly fee of \$ _____ is added to the monthly rent as additional rent.

A refundable fee of \$ _____ is paid by Tenant(s)

A non refundable fee of \$ **250.00** is paid by Tenant(s)

Additional security deposit of \$ N/A is paid by Tenant(s). This may be applied by Landlord to any damage or monies owed whether pet related or not.

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

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

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

Tenant(s) may be assigned designated area to walk pet. Tenant(s) are responsible for cleaning up after pet(s).

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

Tenant(s) agree that approval or denial of all pet(s) is at the sole discretion of owner or agent. Owner or agent reserve the right to withdraw consent 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 tenant(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.

DESCRIPTION OF PET(S)

Type _____ Breed _____ Color _____ Name _____

Type _____ Breed _____ Color _____ Name _____

_____ Tenant _____ Landlord/Agent

_____ Tenant _____ Landlord/Agent

_____ Date

SECURITY DEPOSIT AGREEMENT

Property Address: _____.

The undersigned Tenant(s) hereby agree as follows:

Tenant(s) have been notified that their security deposit and/or advance rent is being held for their non-interest bearing trust account, which is reserved specifically for owner and tenant funds, in Coastal Bank & Trust of Florida (formerly Bank of Pensacola), in Pensacola, FL and have been notified in writing as to the location of the bank and 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), Realty Masters of FL, 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 owners.

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 account is 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 location and type of account of the AmSouth bank account.

SECTION 83.49(3), FLORIDA STATUTES.

(3a) 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's 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, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

Dated: _____

TENANT

TENANT

SMOKE DETECTOR & FIRE EXTINGUISHER AGREEMENT

I (we) do hereby acknowledge receipt of ___ smoke detection devices and ___ fire extinguisher(s) ___ carbon monoxide detector in good working condition and properly installed.

REPAIR. I (we) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent of any defect in writing.

MAINTENANCE. I (We) agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.

REPLACEMENT. I (We) agree to reimburse owner or agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guests or invitees.

DISCLAIMER.

I (We) acknowledge and agree that owner or agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s)

I (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by

(1) My failure to regularly test the smoke detector(s) and/or fire extinguisher(s):

(2) My failure to notify owner or agent of any problem, defect, malfunction, or failure of

The smoke detector(s) and/or fire extinguisher(s): (3) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or (4) false alarms produced by the smoke detector(s).

TENANT

TENANT

DATE

DATE

Property Address

ADDENDUM TO LEASE

DATE: _____

PROPERTY ADDRESS: _____

TERMS OF ADDENDUM:

There will be no smoking inside the rental property at any time or under any circumstances, including weather. Tenant agrees not to smoke inside the house and tenants guests shall not smoke inside the house. Landlord may periodically inspect to assure owner that there is no smoking inside the house. Tenant agrees to be responsible for any and all damage to the property caused by tenant's or guest's smoking.

TENANT

DATE

TENANT

DATE

WITNESS

DATE



Realty Masters of FL
4400 Bayou Blvd. # 58, Pensacola, FL 32503
(850) 473-3983 Phone (850) 512-6019 Emergency
www.PensacolaRealtyMasters.com

Tenant Maintenance Responsibilities-

Tenants are expected to treat this property, as it was their own and make minor repairs as needed as a result of tenant use. Tenant shall accept dwelling, all of the furnishings, and appliances in “as in” condition unless a written statement of any objections is delivered to Landlord within three days of possession. Failure to do so shall be conclusive proof that no defect exists.

The owner is only responsible for repairs on functional equipment such as heating, air-conditioning; major built in appliances, and structural problems. Washers and dryer and any tenant caused problems such as broken glass, torn screens, and loosened doors are tenant responsibility. The owner is not responsible for damage to screens, doors, locks, or windows caused by forced entry.

- If there are problems with water or power, tenant shall turn it off immediately and report it to the Landlord. If the tenant fails to do so and further damage is caused, the tenant shall be liable for damage caused by failure to act.
- Tenant agrees to change the A/C filter every month
- Tenant agrees a maximum of two pictures per wall, and to patch holes upon move out.
- Tenant agrees to maintain the yard mowing, edging, trimming, trash removal, and watering. No cars shall be parked on the yard, or anything that causes degradation to the property. Tenant agrees that any vehicle left on unpaved areas, or any vehicle that is inoperable and/or has no tag may be towed at tenants expense[in accordance with Florida Statute x83.51(2)]
- Tenant agrees to make minor plumbing repairs needed as a result of tenant use, such as broken toilet seats, clogged drains, dripping faucets, and running toilets.
- Tenant agrees to safe guard the property during winter months by leaving a faucet dropping in freezing temperature. They will also safe guard in hurricane season by properly securing the house, all personal possessions, and removing outdoor furniture & items.
- Tenant agrees to responsibility for replacing blown fuses and resetting tripped circuit breakers, damage or loss caused by this will be the tenants.
- Tenant agrees to properly care for the carpet by vacuuming and cleaning up spills. Tenant must have it professionally cleaned prior to move out and provide a receipt to the Landlord.
- Tenant agrees that the pet fee does not cover damages by pet.
- Tenant agrees that if they can/do not make repairs, that are their responsibility, and a vendor is sent out by the Landlord, then the tenant will be billed.
- The Landlord or owner shall not reimburse tenant or accept rent in lieu of any repairs made or ordered by the tenant, unless prior written approval is obtained.

Key Disclosure: The property may not have been rekeyed since the last tenant vacated. Tenant may rekey at their own expense and must provide the Landlord with a key.

I acknowledge that they have read and fully understand and agree to the provisions above.

Tenant

Date

MILITARY CLAUSE

(Address of the lease premises)

The Florida Statutes as of 2008 concerning the military clause are stated below and incorporated into the lease made on _____ in the year 2010 by and between: _____, known as Landlord and _____ (Service Member).

83:682 Termination Of Rental Agreement By A Service member

- (1) Any service member may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the Landlord's receipt of the notice, if any of the following criteria are met:
 - (a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
 - (b) The service member is prematurely or involuntarily discharged or released from active duty or state active duty;
 - (c) The service member is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the service member's home of record prior to entering active duty or state active duty;
 - (d) After entering into a rental agreement, the service member received military orders requiring him or her to move into government quarters or the service member becomes eligible to live in and opts to move into government quarters;
 - (e) The service member receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
 - (f) The service member has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
- (2) The notice to the Landlord must be accompanied by either a copy of the official military orders or a written verification signed by the service member's commanding officer.
- (3) In the event a service member dies during active duty, an adult member of his or her immediate family may terminate the service member's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the service member was on active duty or a written verification signed by the service member's commanding officer and a copy of the service member's death certificate.
- (4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days to occupancy, no damages or penalties of any kind will be assessable.
- (5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Landlord signature

Service member's signature

HUD ADDENDUM TO LEASE

DATE: November 18, 2009

PROPERTY ADDRESS: 413 Oak Knoll Lane, Pensacola, FL 32526

TERMS OF ADDENDUM:

Tenant is a recipient of the Section 8 Housing voucher. Tenant agrees that they have completed all necessary eligibility requirements. Tenant agrees they have been approved by HUD for the move-in date of December 1, 2009.

TENANT

DATE

TENANT

DATE