

Magnolia Manor Apartments, L.L.C.

RENTAL AGREEMENT

1). Parties; Description of Leased Property

This Rental Agreement is made on, [] between Magnolia Manor Apartments, LLC, (Landlord) as Agent for LANDLORD for the premises address in Magnolia Manor known as, [] Apartment # [], Gainesville, Florida 32608, and [] and [], TENANT (S) to be used by the TENANT (S) as a private residence.

2). Length of Lease

In consideration of the representations made herein by TENANT (S) to the LANDLORD, the LANDLORD rents to TENANT (S) and TENANT (S) rent(s) from LANDLORD, [] Apartment # [], Gainesville, Florida 32608 a [] month term beginning on [] (at 3:00 p.m.) and ending on [] (at noon).

3). Rent Payment

- A. **Amount**
TENANT (S) agree(s) to pay rent in equal monthly installments of [] dollars (\$)
- B. **When Due**
Rent is due on the first (1st) of each month. TENANT (S) agree (s) to pay first and last month's rent upon signing of the lease.
- C. **Method of Payment, When Due**
TENANT (S) agree(s) to pay rent with one check, or one money order. The rent payment may be given to either LANDLORD in person or by mail. If mailed, rent should be sent to the company address known as: **Magnolia Manor Apartments, L.L.C., 3901 SW 27th Street, Apartment #1, Gainesville, FL 32608**. If more than one person rents an apartment, such persons agree that they will work out the details of dividing rental payments and or any security deposit refunds among themselves. LANDLORD may pay the security refunds to any TENANT.
- D. **Late Charge, Returned Check Charge**
(1.) Payment of rent after the 5th of each month is late and subject to a twenty-five dollar (\$25.00) late charge, and
(2.) An additional late charge of twenty-five dollars (\$25.00) if payment is made after the 10th of each month, and
(3.) An additional late charge of twenty-five dollars (\$25.00) if payment is made after the 15th of each month, and
(4.) After the 15th a five dollar (\$5.00) per day fee will apply.
(5.) A three-day eviction letter will be given if payment is not made by the 15th of each month.
In the event that any payment by TENANT (S) is returned for insufficient funds ("NSF") or if TENANT stops payment, LANDLORD may require in writing that TENANT pay rent by money order or cashier's check for three months. TENANT (S) agrees to pay the bank's returned check charge and the LANDLORD'S late fees.
- E. LANDLORD and TENANT (S) agree(s) that the following sums of money shall be paid to LANDLORD at the signing of this lease and no later than one week prior to taking possession of the premises described in this rental agreement.
- | | |
|--------------------------------------------------|----------|
| (i) 1st month's rent (or) | \$ |
| (ii) Partial prorated monthly rental | \$ |
| (iii) Security deposit (\$400.00) | \$ |
| (iv) Last Month's Rent (or LMR 4 payment option) | \$ |
| (v) Pet Fee (NON-REFUNDABLE) | \$ |
| TOTAL DUE TO LANDLORD IN ADVANCE | \$ or \$ |

_____ (Tenants Initials)

_____ (Landlord's Initials)

4). Security Deposit; Advance Rent

Upon execution of this Rental Agreement, TENANT (S) agree(s) to pay LANDLORD as a security deposit, five hundred (\$500.00) as security for prompt payment of rent and other payments due or which may become due. LANDLORD may retain the security deposit as a cancellation charge if the resident fails to take occupancy as agreed or for the length of time agreed, or as damages if the resident violates any of the other terms of this lease, or Landlord may apply all or any portion of the security deposit to the cost of cleaning or repairs due to TENANT'S use of the unit or furnishings, reasonable wear and tear only excepted. Any portion of the security deposit after deducting cleaning, repair costs, or other appropriate deductions, shall be returned to the TENANT. LANDLORD shall be entitled, in addition to the retention of the security deposit, to pursue all legal remedies to collect all rent, costs or damages, including court costs and attorney fees sustained by the LANDLORD by reason of TENANT'S breach of the terms and conditions of this lease. The TENANT will not receive any interest on the deposit. TENANT (S) agree(s) to pay \$50.00 for re-keying locks if all keys are not returned. TENANT (S) security deposit will be deposited by LANDLORD in an escrow bank account in Alarion Bank, Gainesville Florida. TENANT (S) acknowledge(s) that he has been given a list of any existing damages to apartment; given the right to inspect same, and has approved said list except as previously specified in writing to LANDLORD.

5). Renewal of Lease

Either party may terminate this Rental Agreement at the end of the term by giving the other party thirty (30) days written notice prior to the end of the term, but if no such notice is given by either party, then this Rental Agreement will be automatically extended until terminated by either party upon thirty (30) days written notice. LANDLORD may increase the monthly rent in effect during any extended term by giving TENANT (S) written notice thereof at least thirty (30) days before the date on which such monthly increase shall take effect.

6). Use of Premises

TENANT (S) agree(s) to use the premises for residential purposes only, not for any business purposes. TENANT (S) agree(s) to comply with all laws, ordinances and statutes. TENANTS (S) agree(s) not to use the premises in any manner so as to interfere with other residents' right to quiet enjoyment of their premises.

7). Utilities; Services

TENANT (S) agree(s) to pay all utilities. "Utilities" include water, electricity, phone, and hook-ups. TENANT (S) agree to keep utilities (water & electricity) turned on until three (3) days after lease expires. After all keys are surrendered the utilities will be put in the name of Magnolia Manor Apartments, LLC. If the utilities (water & electricity) are turned off before that time TENANT (S) agree to pay any fees that are associated with having the utilities turned on.

8). Maintenance; Repair

LANDLORD will make needed repairs to the property. TENANT (S) must replace air conditioning filters once a month. TENANT (S) shall keep the premises, fixtures and any personal property of the LANDLORD in good condition and repair, and at the termination of his or her tenancy shall deliver the premises, fixtures, and personal property in as good order or better condition in which they now are; ordinary wear and tear accepted. TENANT (S) shall give LANDLORD prompt notice of any defect in or accidents to the water, electric wiring, heating apparatus, equipment or any other part of the premises in order that they may be repaired with due diligence, but LANDLORD shall not be liable for any damages arising out of the making of any such repairs, or the failure to make them, nor for any

damage whatever to the person or property of TENANT (S) or other persons on the premises unless due to LANDLORD'S gross negligence. Management encourages TENANTS (S) to obtain insurance on personal property for protection from loss due to fire, flooding, or other events that could damage TENANT'S personal property. Upon termination of this Rental Agreement, TENANT (S) is (are) responsible for having all carpeting on the premises professionally cleaned.

9). Damage to Premises

In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of TENANT, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between LANDLORD and TENANT up to the time of such injury or destruction of the Premises, TENANT paying rentals up to such date and LANDLORD refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the LANDLORD shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that LANDLORD exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by LANDLORD as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

10). Indemnification

TENANT (S) release(s) LANDLORD from liability for and agree(s) to indemnify LANDLORD against all losses incurred by LANDLORD as a result of (a) TENANT'S failure to fulfill any condition of this Rental Agreement; (b) any damage or injury happening in or about apartment or premises to TENANT'S invitees or licensees or such person's property solely as a result of TENANT'S negligence; (c) TENANT'S failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against apartments as a result of TENANT'S action.

11). Alterations

TENANT (S) agree(s) not to make alteration without LANDLORD'S prior approval. "Alterations" include painting, wallpapering, remodeling, structural changes, and removal of fixtures.

12). Pets

TENANT (S) agree(s) not to keep any pets on the premises without written consent of LANDLORD. LANDLORD may charge a deposit for pets depending on the kind of pet TENANT (S) has (have). The LANDLORD must approve any pets other than dogs, cats, birds or fish. Pets allowed 30 lb. limit (2 pets only), no vicious pets (including, but not limited to, rotweillers, pit bulls, Dobermans, etc.) If TENANT (S) keep(s) a pet on the premises with permission of LANDLORD, then TENANT (S) agree(s) to pay LANDLORD a non-refundable pet fee of \$200.00 (two hundred dollars) for EACH pet. If a pet is kept on the premises, without consent of LANDLORD, or payment of the pet fee, TENANT (S) may be fined one hundred (\$100.00) for each month of noncompliance of the pet policy.

13). Security Alarms

TENANT (S) agree(s) to pay an annual \$17.50 permit fee to the City for the Alarm system in his/her apartment. TENANT (S) are responsible to pay any False Alarm Fees & Fines that may occur during his/her leasing term. False Alarm Ordinance Brochures can be provided at TENANT (S) request. The Alarms Master Code is not to be changed except

by Landlord or Authorized persons that have Landlord's permission. All other codes can be programmed in Alarm at TENANT (S) request. Failure to pay false alarm fees in addition to any other expenses may be deducted from the security deposit.

14). Parking

TENANT (S) agree(s) not to (a) block other vehicles (double parking), (b) use the property for parking as a business or means of making money, (c) park on the grass causing damage to the property.

15). Landlord's Access to Premises

TENANT (S) agree(s) to allow LANDLORD access to the premises at any reasonable time, upon not less than twenty-four (24) hours notice, unless an emergency, for the purpose of protection and preservation, inspection, repair, maintenance, and showing prospective tenants or buyers the premises.

16). Abandonment

If TENANT is absent from the premises for 7 consecutive days at any time while rent is due and unpaid, this shall be deemed an abandonment of said premises, and LANDLORD may, if so desires, take immediate possession and exclude TENANT without further notice and dispose of TENANT'S property and re-rent pursuant to the provisions of the Landlord Tenant Act, Chapter 83, Florida Statutes.

17). Subletting; Assignment

TENANT (S) agree(s) not to sublet or assign any part of the premises without prior written consent of LANDLORD. The fee for subletting or reassignment of the lease will be two hundred-fifty dollars (\$250.00).

18). LANDLORD'S Waiver of TENANT'S Breach

If LANDLORD waives a violation of TENANT'S breach in one instance, LANDLORD has not done so in future instances.

19). Rental Agreement Modification

No modification of this Rental Agreement or any term or conditions, unless made or agreed to in writing and signed by LANDLORD, is effective or enforceable.

20). Severability

Should a court of competent jurisdiction deem any portion or provision of this Rental Agreement invalid, the validity of the remainder of this Rental Agreement shall not be affected.

21). Oral Statements

This Rental Agreement and any attached addendum constitute the entire Agreement between the parties and no oral statements shall be binding.

22). Attorneys' Fees and Court Costs

In the event an attorney is employed by LANDLORD because of a violation of any term or provision of this Rental Agreement or addendum to this Rental Agreement, the rules and regulations that are part of it or in the event of the institution of eviction proceeding, the prevailing party shall be entitled to collect a reasonable attorney's fee and costs incurred in any action to enforce the terms of this lease. TENANT (S) hereby waives any and all rights to claim personal property exempt from levy and sale, and grants LANDLORD interest in all of TENANT'S personal property in and about the premises at any time during residential period, whether now or hereafter acquired.

23). Notice

Any statement, notice, communication or payment, which TENANT may be required to give to LANDLORD, shall be in writing and shall be sent to LANDLORD to the address specified below:

Magnolia Manor Apartments, LLC
3614 NW 97th BLVD
Gainesville, FL 32606

24).

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT’S PERSONAL PROPERTY.

25). Attachments

The following attachments are made a part of this lease agreement
Maintenance Addendum
House Rules and Regulations
Smoke Detector & Fire Extinguisher Agreement
Mold & Mildew Addendum
Disclosure Form
Pet Addendum (required only if TENANT (S) have pets)

Executed on this _____ day of _____, 2008 by:

TENANT

TENANT

LANDLORD

WITNESS

_____ (*Tenants Initials*)

_____ (*Landlord’s Initials*)