

FOR OFFICE USE ONLY:	
MARKET RENT/DATE: \$765.00	RENEWAL: \$
SPECIAL:	OTHER: \$0.00
PET DEPOSIT \$0	MO RENT: \$
PET FEE NON REFUNDABLE \$0	



APARTMENT LEASE AGREEMENT

Date: _____, 20__

1. **THE PARTIES TO THIS APARTMENT LEASE AGREEMENT** ("Lease") are _____ (Individually and collectively referred to as "Resident") and **VAUGHAN GROUP, LTD.**, Agent for the Owner ("Owner").

2. **OWNER HEREBY LEASES** to Resident Apartment No. _____ (the "Apartment") at _____ in Boardwalk Apartments (the "Community") for use by the Resident only as a private residence, for a term commencing on the _____ day of _____, _____ and ending the _____ day of _____, _____ (the "Lease Term").

3. **SECURITY DEPOSIT.** Resident agrees that the security deposit shall be \$ _____ ("Security Deposit") payable on or before the signing of this Lease. In addition, **Resident agrees to pay to Owner on or before the signing of this Lease a \$ _____ Administration Fee, which shall be non-refundable.** Refunds from the Security Deposit shall be made by Owner in accordance with the attached SECURITY DEPOSIT RIDER, which is specifically incorporated by reference herein.

4. **RENT** Resident(s) will pay \$ _____ plus water and sewer as additional rent per calendar month for rental of the Apartment (the "Rent") payable in advance and without demand or offset at **on or before the first (1st) day of each month. After such date, Rent is delinquent. If Rent is not paid by the third (3rd) day of the month, Resident agrees to pay a late charge of \$25.00, and an additional \$5.00 per day thereafter until rent is paid in full, which charges shall be deemed additional rent. Resident agrees to pay a \$45.00 charge for each returned check, which charge shall be deemed additional rent.** The prorated Rent from the date of move-in to the first (1st) day of the following month is \$ _____.

The Rent is for a furnished unfurnished apartment. Resident's right to possession of the Apartment and all of Owner's obligations hereunder are expressly contingent on the timely payment of Rent. In addition, Resident will pay monthly water/sewer charges billed to Resident, which shall be deemed Rent and payable upon receipt. At Owner's option, Owner may require that all Rent and other sums due Owner be paid by either cashier's check or by money order, and by one monthly payment rather than multiple payments.

5. **UTILITIES** Owner will pay for the following utilities: **TRASH/RECYCLING FEES.** Resident shall pay for all other utilities, including water/sewer charges. Utilities shall be used only for ordinary household purposes and shall not be wasted by Resident. If Resident's Rent is delinquent, Owner, to the extent permitted by law, shall not be obligated to continue utilities which are paid for by Owner. **Resident shall have provided for his or her own electrical service prior to occupancy of the Apartment. Resident agrees to pay Owner, as additional rent, the actual cost of electrical service plus an additional administrative fee of \$10.00 per day for usage of Landlord's electrical service.**

6. **THE APARTMENT WILL BE OCCUPIED ONLY BY:** _____ (List all adults and minors; those other than Resident will be referred to as "Occupants").

7. **RESIDENT'S MAINTENANCE OBLIGATIONS.** The Apartment and all other areas, which are reserved for Resident's private use, shall be kept reasonably clean and sanitary by Resident. Resident shall comply with all obligations imposed upon Residents by applicable provisions of state, local or Federal building, housing and health codes. All plumbing fixtures in the Apartment or used by Resident shall be kept clean and sanitary and in repair by Resident. Resident shall use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators if applicable. Resident shall neither do nor permit to be done any of the following acts without prior written consent of Owner: make alterations in, improvements to, paint, drill holes in, install antennae or phone outlets on, deface, destroy, impair or otherwise alter the Apartment, its contents, fixtures, or equipment, or the Community or place water furniture or washers, dryers or similar appliances in the Apartment nor permit any person to do so. Owner will not unreasonably withhold its consent to Resident's installation of an additional lock to the Apartment door. **However, Resident must provide Owner with a key to any such lock.** Resident shall not duplicate keys to the Apartment. Resident shall not remove Owner's fixtures, equipment, furniture or furnishings from the Apartment for any reason. Owner shall initially furnish light bulbs of prescribed wattage for Apartment sockets; thereafter, light bulbs will be replaced by Resident at Resident's expense. Flotation furniture other than bedding which does not violate building codes is prohibited. Any Residents intending to maintain flotation bedding in the Apartment shall obtain, at his or her sole cost, flotation insurance naming the Owner as a loss payee prior to filling the flotation bedding with water.

8. **NOTICE REQUIREMENT; TERMINATION.** **Unless another Lease is signed by the parties, this Lease will continue until either party gives the other at least sixty (60) days written notice of termination. Rent may be increased after the initial term upon not less than thirty (30) days notice. All notices by Resident to Owner shall be delivered to the location where Rent is to be paid. All notices by Owner to Resident shall be delivered to the Apartment or to such other address as Resident may designate by written notice to Owner. Resident agrees to pay as liquidated damages an amount equal to one (1) full month's Rent for failure of Resident to provide the written notice required by this paragraph after receiving written notification from Landlord to Resident given pursuant to and in the manner required by Fla. Statutes Section 83.575.**

9. **COMMUNITY POLICIES.** Resident, Occupants, and others present at the Community with Resident's consent, will comply with all written community policies, which shall be considered part of this Lease and are specifically incorporated by reference herein. Resident acknowledges receipt of a copy of the Community Rules and that (s)he has executed same. Owner may make changes if in writing and given to Resident. Resident will conduct himself or herself, and require other persons on the premises with his consent to conduct themselves in a manner that does not unreasonably disturb his or her neighbors or constitute a breach of the peace. Garbage shall be disposed of only in designated receptacles. All parking lots, driveways, walkways, landscaped areas, laundry rooms, recreational areas, and other areas and facilities available for common use by Residents (the "Common Areas") are subject to Owner's exclusive control. Owner may impose such specific restrictions on Resident's use of the Common Areas as it deems appropriate by giving written notice to Resident and violation of any such restrictions shall be a default by Resident. The Common Areas are to be used wholly at the risk of the person

using them. Owner reserves the right to control the entry upon the Community by Resident's guests or agents, furniture movers, delivery men, solicitors and/or salesmen. **Community Rules concerning vehicles and parking are strictly enforced by Landlord, including but not limited to those applicable to vehicle condition. Any violations of Community Rules concerning vehicles or parking will, in addition to all other remedies for lease violation, subject the vehicle to being towed or booted without notice at the vehicle owner's expense. Owner shall not be liable for any damage arising as a result of towing or booting. Resident acknowledges that it is Resident's responsibility to advise his/her guests and invitees of the proper manner for the parking of their vehicles, and Resident further agrees to determine in each case that they have been complied with. Resident agrees to defend (with attorneys satisfactory to Owner), indemnify and hold Owner harmless for any claims by Resident's guests or invitees for the towing or booting of their vehicles for violation of these rules; Resident agrees to pay for said towing, booting and other related charges as additional rent to be paid immediately. Owner may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident, to a maximum of 2 vehicles, without the written consent of the Owner.**

10. LIABILITY. To the extent permitted by law, Owner will not be liable for losses or damages to Resident's person or property caused by theft, vandalism, fire, smoke, water, rain, hail, ice, snow, explosion, acts of God, acts of other residents or any other cause. Resident will **defend (with attorneys satisfactory to Owner)**, indemnify and hold Owner harmless from any liability due to loss or damage to the person or property of Occupants or others present at the Community with Resident's consent from any cause other than Owner's negligence from any liabilities arising as the result of the acts of Resident Occupants, or others present with Resident's consent. **OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURE HIS/HER OWN INSURANCE TO PROTECT HIM/HERSELF AGAINST ALL OF THE ABOVE OCCURRENCES.** Owner shall have no duty regarding security at the Community other than to make necessary repairs to door locks and window latches as provided in Paragraph "14." If Owner's employees are requested to render services not contemplated by their regular and ordinary employment, such as moving vehicles or furniture, cleaning, or delivering or accepting deliveries, such employee shall be deemed the agent of the Resident regardless of whether payment is arranged for such service; and Resident agrees to release, **defend (with attorneys satisfactory to Owner)**, indemnify and hold Owner harmless from all liability regarding same.

11. SECURITY. Owner does not provide and has no duty to provide security services for Resident's protection or the protection of Resident's property, other than to make necessary repair to door locks and window latches as provided in Paragraph "14." Resident must look solely to the public police for such protection. To the full extent permitted by law, Owner shall not be liable for failure to provide security services to protect Resident, Resident's family, guests or others from the criminal or wrongful acts of our employees, agents, or others. If, from time to time, Landlord provides any security services or devices, these services are only for the protection of Owner's property and shall not constitute a waiver of, or in any way modify this disclaimer. Owner shall change Resident's door lock upon written request. Damage to locks or keys lost or damaged by Resident will be repaired or replaced at Resident's sole expense, as additional rent.

12. PACKAGE DELIVERIES. Resident agrees that Owner shall have no responsibility or liability whatsoever for the loss, destruction, damage, theft or alike of any packages, overnight deliveries, dry-cleaning or other deliveries of any nature accepted by Owner on behalf of Resident.

13. RESIDENT AGREES TO PAY OWNER WITHIN FIVE (5) DAYS after demand, as additional rent, the amount of any loss, property damage, or cost of repairs or service incurred by Owner which is caused by animals at the Community with Resident's consent or is caused intentionally, negligently, or by the improper use of the Apartment or the Community by Resident, Occupants or others at the Community with Resident's consent, including, without limitation, damages from windows or doors left open. Resident shall be responsible for the cost of all plumbing stoppages, as additional rent, occurring in lines exclusively serving the Apartment or other damage caused by Resident's improper usage of the plumbing system. Owner's delay in demanding damage reimbursements, late payment charges, returned check charges, pet charges, or other sums due by Resident shall not be deemed a waiver; and Owner may demand same at any time, including move-out.

14. REPAIRS AND MALFUNCTIONS. Resident shall promptly request, in writing, any repairs to the Apartment or its contents, fixtures or equipment, which belong to Owner, and which are necessary to maintain same in proper condition, except in case of emergency when oral requests will be accepted. Owner shall, upon actual receipt by Owner of such written, or oral (in case of an emergency) notice of authorized request, act with reasonable diligence in making such repairs and Rent shall not abate during such period; provided, however, that Owner may require Resident to pay any money due pursuant to Paragraph "13" in regard to such repairs prior to making them. Owner shall exercise reasonable diligence in maintaining the Common Areas in proper condition. Should the Apartment, in Owner's sole discretion, become unfit for occupancy due to fire, casualty, or any other reason, Owner may refuse to repair and, by giving written notice, terminate this Lease. Upon the giving of such written notice, this Lease will immediately terminate. Owner may temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance requiring same.

15. WHEN OWNER MAY ENTER. The Owner may enter the Apartment at any time for the protection or preservation of the premises. Resident hereby consents to Owner entering the Apartment for any of the reasons set forth in this paragraph or for reasons set forth in any addendum, rider or modification hereto and any reason required or permitted by federal, state or local law or regulation. Without limitation to the foregoing, Owner, Owner's representatives or servicemen may enter by key at reasonable times for the following purposes: requested repairs, extermination, failure to return tools or appliances within prescribed time, maintenance, emergency safety or fire inspections, exercising Landlord's lien, pursuant to the direction of law enforcement officials, pet inspections or other lease compliance matters, leaving notices, and showing the Apartment to building inspectors, fire marshals, lenders, prospective purchasers, or insurance agents, or after lease termination notice has been given, to prospective residents. Except in an emergency, or where prior notice is impractical, Owner shall provide Resident with reasonable prior notice of entry for purposes permitted by this paragraph, which notice shall be at least 24 hours. During any emergency, the Owner or Owner's representative may forcibly enter the Apartment at any time without notice. It is agreed and acknowledged by Resident that Resident shall be liable for all damages caused by Resident permitting the existence of conditions that prevent Owner from entering the Apartment for reasons provided herein including, but not limited to unauthorized locking devices, unrestrained pets and physical or verbal refusal to permit entry.

16. SUBLETTING. Subletting and assigning this Lease will be allowed only with the prior written consent of Owner.

17. PETS. Resident will not permit any pet or animal, even temporarily, anywhere in the Apartment or the Community without prior written consent of Owner. The presence of a pet or animal without such consent shall constitute a breach of material condition hereof. The terms of any written pet agreement entered into between Owner and Resident is specifically incorporated by reference herein.

18. RESIDENT SHALL NOT, except as expressly permitted by law, vacate the Apartment at any time without prior payment of all sums due or to become due for the entire Lease Term and any extensions or renewals thereof. The Apartment

will be presumed abandoned if Resident is absent from the Apartment for fifteen (15) consecutive days and rent is not current or as abandonment of the Apartment is otherwise defined by law.

19. DEFAULT BY OWNER. Owner agrees to: (a) exercise reasonable diligence regarding maintenance and repairs as required by Paragraph "14"; (b) provide appropriate receptacles for garbage; (c) remain in substantial compliance with applicable state and local laws; and (d) to comply with its other obligations hereunder. In the event Owner breaches any of its duties under this Lease or applicable laws, including its duty to use reasonable diligence regarding repairs, Resident shall provide Owner with written notice specifying the noncompliance and indicating the intention of the Resident to terminate the Lease by reason thereof. This Lease shall terminate seven (7) days following receipt of the notice if the Owner fails to comply with the material provisions of this Lease or Fla. Statutes Section 83.51. In the event that the Resident terminates the Lease pursuant to this paragraph, Resident shall vacate the Apartment immediately upon termination.

20. DEFAULT BY RESIDENT. Any breach of Resident's obligations under this Lease or applicable state and local laws, all of which are material conditions hereof, shall constitute a default by Resident. In the event of default by Resident, Owner may elect to terminate Resident's right to occupy the Apartment. If Resident has not vacated the Apartment, Owner shall give Resident written notice of such election, which shall constitute a demand for possession of the Apartment and shall be effective immediately upon its receipt by Resident or on the date stated therein. Such termination shall not relieve Resident of any obligations under this Lease. If Owner elects to terminate Resident's right of occupancy, to the extent permitted by law, all Rent payable during the remainder of the Lease Term and its extensions or renewals shall be accelerated automatically without notice or demand and shall be immediately due and payable. In the event of such termination, Owner may, but is under no obligation to, re-let the Apartment, and if re-let, that portion of the accelerated Rent attributable to the time subsequent to re-letting shall be abated as of the date of such re-letting. If Owner re-lets the Apartment prior to the end of the Lease Term, Resident shall be liable for all costs incurred by Owner in placing the Apartment in condition to be re-let including, but not limited to, its administrative expenses. Resident, to the extent permitted by law, agrees to pay any legal fees and costs incurred by Owner in connection with the enforcement of this Lease. Owner may report any unpaid Rent or other sums due to the local credit bureau or agencies or companies performing similar functions. Notwithstanding anything to the contrary, it shall be a default under this Lease to give false or misleading information on any information provided to Owner inducing Owner to enter into this Lease or to occupy the Apartment in violation of any local, state or federal law.

21. RELEASE OF RESIDENT. Except as specifically set forth in this Paragraph 21, Resident will not be released from this Lease on grounds of voluntary or involuntary business transfer, marriage, divorce, separation, loss of co-residents, bad health, enlistment in the armed services, or any other reason, whatsoever. However, if Resident secures a replacement satisfactory to Owner's representative, Resident's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. This Lease shall terminate for reasons and otherwise in accordance with the requirements of Florida Statutes Section 83.682 with respect to termination of the leases of military personnel. The Resident agrees to comply with all requirements for lease termination set forth in said section. In the event of employment transfer, it is mutually agreed that Resident shall be conditionally released from the remainder of the Lease Term provided that Resident complies with each of the following requirements: (a) Resident has occupied the Apartment for at least six (6) full months; (b) Resident is current with respect to all payments required under this Lease as of the date of move-out; (c) Resident has provided Owner with at least 60 days written notice of such transfer; (d) Resident has paid to Owner prior to move-out a termination fee equal to one (1) month's rent; and (e) Resident shall have paid Owner for all damage charges, if any, due Owner at the time of move-out. To constitute an employment transfer, Resident must be involuntarily transferred by the Resident's current employer at the date of this Lease from the Resident's current workplace as of the date of this Lease to a workplace more than 75 miles from the Community. Resident agrees to provide a notarized letter from Resident's employer and such other confirmation as may reasonably be required by Owner confirming such transfer.

22. MOVE OUT PROCEDURES; HOLDOVER. When Resident moves out, the notice provisions of paragraph "8" hereof will be strictly enforced. If Resident moves from the Apartment prior to the expiration date, Resident shall be subject to Paragraph "20" above. Prior to vacating the Apartment, Resident shall comply with the terms of the "Apartment Condition Rider", attached hereto and specifically incorporated by reference herein, and to otherwise leave the Apartment in the same condition as when leased except for ordinary wear and tear and damages which Owner is required by Paragraph "14" or applicable law to repair at its expense. Resident agrees and acknowledges that he/she shall be afforded the opportunity to have his or her Apartment inspected by Owner's representative at least five (5) business days prior to noticed move-out provided Resident has removed all of his or her personal effects on the date of the scheduled inspection. **Failure of Resident to schedule and/or attend the final walk-through in the manner provided herein, or failure to have removed all personal effects from the Apartment on the date of the scheduled inspection shall be deemed a waiver of Resident's right to challenge any damage and cleaning charges imposed against the Resident by Owner for the Apartment in accordance with the terms of this Lease.** The cost of any damages caused by Resident to the Apartment shall be due forthwith as additional rent, and shall be charged against Resident's Security Deposit to the extent possible and in accordance with applicable law, with any unpaid balance due forthwith by Resident. Owner shall not be responsible, to the extent permitted by law, for personal property which may be left at the Community after Resident has vacated the Apartment nor shall Owner be liable to Resident for any loss of or damage to such property. If Resident fails to move out on or before the date required hereunder or after the termination of this Lease by either party in accordance with the terms of this Lease, Resident, to the extent permitted by law, shall be liable for an amount equal to double the Rent for the period during which Resident fails to surrender possession of the Apartment in addition to all other remedies available to Owner under applicable law.

23. GENERAL. No oral agreements have been entered into; and this Lease shall not be modified unless in writing. In the event of more than one Resident, each Resident is jointly and severally liable for each provision in this Lease. All obligations hereunder are to be performed in the county where the Community is located. If Owner is unable to give Resident possession of the Apartment at the agreed date for any reason, including construction, holdover, etc., Owner shall not be in default hereunder nor be liable to Resident as a result of such delay, and this Lease shall remain in force subject to the following: (1) Rent shall be abated on a daily basis during such delay; and (2) Resident may terminate by giving written notice to Owner no later than the third (3rd) day of delay, whereupon Resident shall be entitled only to a refund of deposit. All of Resident's statements in the rental application are material and were expressly relied upon by Owner in execution of this Lease. In the event this Lease is executed prior to approval of Resident's rental application by Owner, this Lease shall not become effective until Owner has either tendered the Apartment to Resident or approved Resident's application(s) in writing. If any provisions of this Lease or any part of it, as well as the documents incorporated herein by reference, or any part thereof, shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of the Lease shall nevertheless remain in full force and effect. Resident's rights under this Lease are subordinated to any present or future mortgages on the premises. Owner may assign Owner's interest in this Lease. To the extent permitted by law, the prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and any litigation costs. This Lease shall be construed in accordance with the laws of the State of Florida.

24. **THIS LEASE** may be executed in multiple copies. Any riders or other written agreements attached to this Lease are specifically incorporated by reference herein and made part hereof. A copy of Owner's Community Policies has been furnished to the Resident, receipt of which is hereby acknowledged. Resident acknowledges he or she has carefully read the Community Rules and agrees to abide by such rules, as revised from time to time by Owner, at all times Resident occupies the Apartment. Both Resident and Owner shall retain a copy of the Pre-Move-In Inspection Report. **BY SIGNING THIS LEASE, THE RESIDENT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING RESIDENT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

25. **RESIDENT UNDERSTANDS THAT, BUT FOR THE TERMS OF THIS PARAGRAPH 25, OWNER WOULD IMPLIEDLY WARRANT THAT THE APARTMENT IS HABITABLE AND FIT FOR LIVING AND WILL REMAIN SO DURING RESIDENT'S OCCUPANCY THEREOF. HOWEVER, TO THE EXTENT PERMITTED BY LAW, OWNER HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTY. FURTHER, IN CONSIDERATION OF OWNER'S EXECUTION OF THIS LEASE AND SPECIFICALLY OWNER'S ASSUMPTION OF THE SPECIFIC REPAIR OBLIGATIONS SET FORTH ABOVE, RESIDENT HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS WHICH WOULD OTHERWISE HAVE EXISTED IN FAVOR OF RESIDENT AS A RESULT OF SUCH IMPLIED WARRANTY THAT THE APARTMENT IS HABITABLE AND FIT FOR LIVING AND WILL REMAIN SO DURING RESIDENT'S OCCUPANCY THEREOF.**

26. **RADON GAS:** 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.

27. **LEAD BASED PAINT:** 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 acceptance of which is hereby acknowledged.

28. **SPECIAL PROVISIONS OR ADDITIONAL AGREEMENT(S):**

RESIDENT AGREES TO PAY MONTHLY WATER/SEWER CHARGES. ANY RIDERS, STIPULATIONS OR AGREEMENTS ATTACHED TO THIS LEASE ARE SPECIFICALLY INCORPORATED BY REFERENCE INTO THIS LEASE. RESIDENT SHALL RECEIVE A \$ DISCOUNT EACH MONTH IF RENT IS PAID ON OR BEFORE THE 3RD MAKING RENT DUE
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29. **RESIDENT ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ AND UNDERSTANDS EACH OF THE PARAGRAPHS OF THIS LEASE, ANY ATTACHED RIDERS, STIPULATIONS, AGREEMENTS OR OTHER ATTACHMENTS TO THE LEASE AND THE COMMUNITY RULES BEFORE SIGNING IN THE SPACE PROVIDED BELOW.**

DISCLOSURE

, LLC C/O VAUGHAN GROUP, LTD. ATTN. PROPERTY MANAGER, AGENT FOR THE OWNERS, IS AUTHORIZED TO RECEIVE ON BEHALF OF THE OWNER NOTICES AND DEMANDS WITH REGARD TO THIS APARTMENT LEASE.

THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

Resident or Residents

Owner

**VAUGHAN GROUP LTD.
Agent For Owner**

By: _____

Property Manager