

RESIDENTIAL LEASE AGREEMENT

We (I) _____ do hereby make application to lease the property known as _____, Tallahassee, Fl _____, from Stewart Diversified, Inc. (hereinafter SDI or Lessor). We (I), have paid the sum of \$ _____, as a security/damage deposit to be held by Lessor until the termination of this agreement which is beginning _____ and ending _____.

The rent for the above named property is \$ _____ per month. **Rent is due in advance on the FIRST DAY of the month.** If rent is received after the third day of the month a basic late fee of \$50.00 will be charged plus \$5 per day starting on the fourth day and continuing until the rent is paid in full. Any late fees accrued will then be considered rent. Rent may be mailed to:

**Stewart Diversified Inc.
9179 Old Chemonie RD
Tallahassee, FL. 32309
(850)264-9010 tel
(850)201-6737 fax
www.Theninefsu.com
stewarts9179@yahoo.com**

Lessee hereby agrees to the following terms and conditions:

GENERAL PROVISIONS

1. If tenant is locked out of the property it is tenant's responsibility to pay a locksmith to obtain access. Tenant may also come to the office and obtain another key for a \$25.00 fee.
2. If collection of rent must be made at the residence of the Lessee by Lessor, a collection fee of \$50.00 will be charged.
3. A service fee of \$50.00 or 5% of the check (whichever is greater) will be charged for any dishonored check. Payment shall be made by cashier's check, money order or hand-delivery of cash.
4. No pro-ration of rent is allowed at any time after the first month.
5. All tenants are required to have renter's insurance while they occupy any dwelling owned and or operated by SDI. Renters insurance will need to cover on the tenants personal property
6. Pest control will be provided by Landlord.
7. The tenant hereby accepts the premises in its present condition except as otherwise hereinafter specified.
8. Lessee understands and acknowledges that if Lessee's rent is not paid by the third of the month then Lessor has the right to begin the eviction process. By signing this lease, Lessee agrees to pay any costs that Lessor may incur to evict them from the property they rent from Lessor. Lessee understand that all parties listed in this agreement will be held jointly and severally liable for this lease. The eviction process will be followed according to the Florida Statues required by law.

9. The property will be used for residential purposes only by the below named individuals. No other person shall occupy the premises without the express written consent of the Lessor.

(1) _____ (2) _____
(3) _____ (4) _____

DEPOSITS

10. The security/damages deposit will be retained by the Lessor in order to cover cleaning or damages in excess of ordinary wear and depreciation, or any early termination of this lease agreement. Refund of the deposit will be made after inspection of the premises in accordance with the Landlord Tenant Act of the State of Florida. In no case may the damage/security deposit be construed to be the last month's rent.

11. The security/damage deposit will not be refunded in the event the lessee decides to not rent the property in which they signed a lease for prior to the agreed move in date. If all the keys are not returned to SDI upon your departure there will be a \$100.00 fee.

12. A non-refundable pet fee of \$250.00 per pet will be paid for each pet kept on the premises. Written permission of the Lessor must be obtained prior to keeping any pet. Any damages caused by the animal are NOT covered under the pet fee and Lessee will be responsible.

13. All deposits will be held in a non-interest bearing account at **Wakulla Bank** 2932 Crawfordville Highway, Crawfordville, FL 32326

14. Upon moving from the said property ALL tenants must provide an accurate forwarding address in writing to SDI.

REPAIRS AND MAINTENANCE

15. The property named above is accepted by the Lessee in good condition. Any damages to the property being leased must be reported to the Lessor in writing within three days of taking possession of the property. The Lessee further agrees to allow no damages to occur to the property. All problems/repairs must be reported to Stewart Diversified in writing. For Lessee's convenience Lessee may submit maintenance requests thru Lessor's website at www.theninefsu.comby or direct email at stewarts9179@yahoo.com Reported damages which are the result of ordinary wear and tear will be repaired by SDI. Damages which are the result of the negligence of the Lessee or the Lessee's guests, licensee's or invitees will be repaired by SDI, but will be billed to the Lessee and must be paid by the Lessee immediately. Examples of repairs which are not the result of ordinary wear and tear and which will be the responsibility of the Lessee are: air conditioning repairs caused by not changing air conditioning filters monthly, sewer blockages (other than roots in the sewer line), broken glass (regardless of cause), frozen pipes, broken or missing screens and/or any other damage which is caused by the actions or the inactions of the Lessee.

16. The Lessor or his agents may enter the premises at any time to make emergency repairs or during normal daylight hours to inspect, repair, or maintain the property, or to show the

premises to prospective tenants, or buyers, or other agents deemed appropriate by Lessor. Lessor will give Lessee at least 12 hours notice to entering property unless it is deemed an emergency, then Lessor is authorized to enter at any time.

17. The Lessor is not responsible for loss or damages to the Lessee's property resulting from theft, burglary, fire, sewer or plumbing failure, water damage, or electrical failure regardless of cause.

18. SDI requests that all tenants check the smoke detectors once a month. Any smoke detector found not functioning properly should be reported immediately to SDI.

19. Resident shall be responsible for all window/screen repair or replacement during term of lease. Lessee will not be responsible for any damages to the property that are weather related.

20. Balconies/Patios, where furnished, shall be kept neat and clean at all times.

21. All maintenance issues must be reported in writing or online at our web site. If you submit a maintenance claim and a professional deems the claim to be illegitimate then the lessee will be charged a minimum service charge of \$50.00. An example of an illegitimate claim would be: the lessee says the light does not work when in fact all it needs is a light bulb.

22. The property must be maintained by the Lessee in a clean, orderly, and law-abiding manner. Vehicles may not be parked on grass areas or in the yard. Air conditioning filters must be replaced on a monthly basis by Lessee. If it is discovered that the Lessee is not changing the air filters on a monthly basis then the Lessee agrees to pay a minimum HVAC charge of \$350.00 which is due to Lessor immediately.

23. All of the appliances, HVAC, hot water heater, etc. will be used solely for their intended purpose only. Any misuse of the said items may result in eviction. Lessee will be responsible for replacing or repairing damaged items.

UTILITIES

24. Lessee is responsible for maintaining the utilities throughout the entire length of the tenancy. Lessee is also responsible for the payment of all utilities unless otherwise stated. Landlord will pay at landlords expense the following: Pest Control, garbage service, and lawn maintenance.

AUTHORITY TO SIGN

25. Any Lessee signing this agreement for any other named Lessee's warrants that he or she has the authority to sign for such Lessee's.

26. The Lessee has read this agreement and has not relied upon any oral representations or warranties, expressed or implied, by the Lessor in leasing this premises.

WRITTEN NOTICE REQUIRED

27. **TERMINATION OF TENANCY:** In order to renew lease for an additional year Tenant must notify Landlord in writing, pay the first month's rent and have leases and guarantees by parents (if applicable) signed, notarized and returned to Landlord NO LATER THAN December, 1st. If Tenant does not meet all aspects of this deadline Landlord reserves the right to rent to another Tenant and/or raise the rental rate. The parties acknowledge and agree that this lease contains their entire understanding and agreement and that all other representations, assurances and promises either oral or written, not incorporated or contained herein, shall be in writing and executed by both Landlord and Tenant.

PROHIBITED ACTIONS

28. Lessee may not change locks. If a lock change becomes necessary, Lessor will change the locks. A fee of \$50.00 will be charged for changing each lock.

29. Lessee shall not make or allow to be made, any alterations to the property without having first obtained the written consent of the Lessor, which consent may be given or withheld at Lessor's sole discretion.

30. Lessee shall not abandon the premises nor shall he assign this lease or sublet the premises or any interest therein without the written consent of the Lessor. If Lessor allows current tenant to sublease, the new tenant must be approved by Lessor and remaining tenants. If Lessor agrees to sublease, the current tenant forfeits their deposit and will still be responsible for any damages to the property that the current tenant has caused.

31. Absolutely no smoking inside the unit. If the lessee violates this lease by smoking in the unit, Stewart Diversified retains the right to use their security deposit as a non-refundable smoking fee.

32. Lessee shall not keep or have on the leased premises any article or thing of dangerous, illegal, inflammable or explosive character that might increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

33. The tenant agrees not to violate any of the ordinances of the City of Tallahassee, or laws of the State of Florida or of the United States of America, or permit the premises to be used for any unlawful or immoral purposes whatsoever, not for any purpose that will injure the reputation of said premises or the neighborhood.

34. Inoperable, damaged, or non-registered vehicles are subject to immediate removal by management with no prior notice. Towing shall be at the expense of the vehicle owner.

35. If lessee, friends, family, or any other associates make hostile threats either in person, writing, or via voicemail then the lessee may be evicted at the lessee's expense.

HOLDOVER BY LESSEE

36. Should Lessee remain in possession of the Property with the consent of the

Lessor after the expiration of this lease, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all terms and conditions of the original lease, with exception to the amount of rent which may be subject to change.

37. 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.

OTHER

38. Radon is a naturally occurring gas in many parts of Florida. If you are concerned about this gas you may get testing done, or you may receive assistance from various state agencies.

39. Prior to 1978 lead paint may have been used in some of the homes owned or managed by Lejarulo Properties. Harm from lead paint primarily comes from ingestion of paint chips. We are not responsible for any problems related to lead paint poisoning.

40. **ACCELERATION CLAUSE:** Tenant and Landlord agree that the Tenant is indebted to Landlord for the full period of the rental period, that is, for a total sum of _____, payable in monthly installments of _____. In the event that Tenant breaks the lease before the time specified in this lease agreement, or defaults in paying the rent beyond the three day written notice, or is evicted for noncompliance or any other reason, Landlord may demand the full balance of the total sum of yearly rent in one immediate payment.

41. If the properties at The Nine at Bellevue is not completed with Certificate of Occupancy issued by The City Of Tallahassee by move in date of 1 August 2010. Then tenants of said property shall be housed at the Residence Inn located at 600 West Gaines St. at Stewart Diversified expense until the Certificate of Occupancy has been issued for the property in this lease. If above property is not completed by 1 Oct 2010 the tenant will be released from lease with no penalty.

42. Recent renovations or improvements to said property: _____

43. Other terms and conditions: _____

44. Items included with unit: Stove _____ Refrigerator _____ Dishwasher _____
Microwave _____ Washer _____ Dryer _____ Garage Door Opener _____

I have read and understand this residential lease agreement and I agree to abide by the provision contained herein.

_____ Stewart Diversified Inc. Property Manager	_____ Lessee	_____ Contact Number	_____ Email
_____ Date	_____ Lessee	_____ Contact Number	_____ Email
	_____ Lessee	_____ Contact Number	_____ Email
	_____ Lessee	_____ Contact Number	_____ Email

Tallahassee, Leon County, Florida