

RESIDENTIAL RENTAL AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this xx day of month, 20xx, by and between:

Julio and Yvonne Paguada located at
("Landlord")

1031 C 23rd St Panama City Florida, 32405 ("Address of
Landlord") (city, state, zip)

and

XXXXX

("Tenant").

Landlord and Tenant hereby agree as follows:

GRANT OF LEASE: Landlord is the Owner of certain real property being, lying and situated in Bay County, Florida, such real property described as: Townhome or single family home ("Premises"). "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.

1. Landlord does lease unto Tenant, and Tenant does hereby rent from Landlord the Premises.
2. **TERM:** This Lease shall commence on the xx day of month 20xx, and shall remain in full effect until its end at 11:59 PM on the xx day of month, 20xx.
3. **HOLD OVER.** If Tenant is still living in the Premises after the termination date of this Agreement, this Agreement may be extended, with Landlord's consent, to create a **month-to-month tenancy** as defined by Florida law, and all provisions of this Agreement shall remain in full force. Landlord may terminate the month-to-month tenancy by giving written notice to the Tenant at least **15 days** prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date. Tenant may terminate the tenancy by giving written notice the Landlord at least **30 days** prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.
4. **SECURITY DEPOSIT.** Upon first month of rent, Tenant shall deposit with Landlord xxxxxxxxx DOLLARS (\$xxxx) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Upon second month of rent, Tenant shall deposit with Landlord the sum of xxxxxx dollars DOLLARS (\$ xxxxxx) receipt of which is hereby acknowledged by Landlord, as security for any

damage caused to the Premises during the term hereof. In addition, any damages caused to Premises shall be repaired at cost of tenant for labor and materials. In addition to the security deposit, tenant agrees to pay \$150.00 as a non-refundable charge for premises cleaning plus \$150.00 non-refundable carpet cleaning fee plus \$100.00 Air Condition cleaning fee. The cleaning and carpet cleaning could be refunded if tenant returns the home cleaned and a provide a receipt of the carpet cleaning. If actual cost of general cleaning and carpet cleaning exceeds those amounts, the excess costs will be deducted from security deposit. The maximum amount that Landlord may receive as security deposit cannot exceed two month's rent for the **furnished or unfurnished Premises.**

Tenant expressly may not use the security deposit in lieu of payment of rent. All or any portion of the security deposit may be used to: 1) repair damage, excluding ordinary wear and tear, caused by Tenant and / or by a guest of the Tenant; 2) clean Premises, if necessary, upon termination of tenancy; 3) replace Landlord's personal property or appurtenances; 4) cure Tenant's default in payment of rent, or other sums due. Landlord may hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the Tenant or Tenants. The Landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the Landlord.

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 or her intention to impose a claim on the deposit and the reason for imposing the claim.

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 or her 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. Landlord shall provide Tenant with an itemized statement indicating the amount of the security deposit and the basis for set off for any and all applicable damages. No interest will be paid on security deposit unless required by local ordinance.

5. RENT: Tenant shall pay \$ xxxx rent per month, payable in advance by the **twenty third day of each month of the term**, and is delinquent on the next day. All such payments shall be made to Landlord at Landlord's Bank (**Regions Bank account ending on 9387, Tenant must save receipt for proof of pavement**) on or before the due date and without demand or notice. Payment must be made by personal check, money order or cashier's check. Upon execution of the Agreement, **upon execution of the Agreement, Tenant shall pay the first month's rent no later than month xx,20xx.** Landlord will have the right, but not the obligation to accept partial rent payments. However, landlord's acceptance of such payments does not constitute a permanent rent reduction or a waiver by landlord of landlord's right to the remaining balance due.

6. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made **within three (3) days of when due**, or if a check is returned NSF ("no sufficient funds"), Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, **a "late fee" in the amount of Thirty DOLLARS (\$40.00) late charge plus seven DOLLARS (\$ 7.00). Daily for each** days for any single month's rent. Any collection of a Late Charge shall not prevent Landlord from enforcing any other rights and remedies hereunder. Landlord's acceptance of the full amount of rent past due DOES waive the Landlord's right to proceed with an eviction claim for non-payment of that rent. The Tenant will be charged an additional amount of \$40.00 for each N.S.F. check or check returned by the Tenant's financial institution.
7. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of **the Tenant's signing this agreement**, exclusively, as a private **single family dwelling or townhome**. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
8. PETS. No animal or pet shall be kept on the Premises without prior written consent of the Landlord, except: ___
9. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition. Tenant takes Premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein, or required by applicable Florida law. Landlord will comply with the requirements of state law with respect to maintaining the Premises, and providing door locks and window latches to units on the property, in accordance with s. 83.51, Florida Statutes.
10. PARKING. Parking is permitted in: **driveway only, no street parking is allowed**. Tenant shall park in assigned space(s) only and parking area is to be kept in clean and orderly condition at all times. A barrier must be provided beneath any vehicles leaking motor oil or any other staining materials. No trailers and other recreational equipment allowed in the front or side of the premises .
11. UTILITIES. **Tenant shall arrange for and pay for the following utilities and services required on the Premises: water, electric, trash pick-up, and any other items desired by Tenant such as cable, telephone, etc**
12. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations, additions or decorations to the buildings or improvements on the Premises without prior written consent of Landlord. Such alterations include, but are not limited to, the following: placing signs; painting (interior / exterior), putting antenna or satellite dishes; modifying locks, doors or other points of entry; wallpaper, waterbeds, applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall, changing the

amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

Tenant must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery or the Tenant may be subject to damages, civil penalties and attorney's fees pursuant to Section 92.2611 of the Florida Statutes.

13. MAINTENANCE AND REPAIR; RULES.

Landlord will, at its sole expense, repair the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement for items at the premises that have not been damaged and/or unmaintained by the tenant.

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Tenant shall be solely responsible for changing the air conditioning filters monthly and for otherwise using reasonable care to maintain the air conditioning and heating system and all of its components, including the thermostat control unit and keeping the condensation drain line open.
- C. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Home Landlords' Association having control over them.

The dwelling may contain various appliances, such as:

(Included = ✓ or New)

INCLUDED # INCUDED

Stove _____ Washer _____ Refrigerator _____ Dryer _____ Dishwasher _____
 Air Conditioner _____ Microwave _____ Auto Garage Door Opener _____
 Garbage disposal _____ Ceiling Fan _____

Tenant shall assume responsibility for care, repairs, and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. Tenant will, at its sole expense, repair any damaged and broken items at/to the premises.

Should Tenant neglect repairs and maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand. Owner may charge up to \$25 per hour for labor plus cost of materials. If Tenant does not agree to be responsible for the appliances, but rather use his own, he may request that Owner's appliances be removed from the premises. All washer/dryer installations must be approved and authorized by Owner in writing. Tenant agrees to replace all water supply hoses to

washing machine that show any signs of wear every year. Tenant also agrees to turn off water supply to washing machine when it is not in use.

14. **DESTRUCTION AND DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, windstorm, tornadoes 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 amount 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 rent up to such date and Landlord refunding rent collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord may choose between repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable 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. See ADDITIONAL PROVISIONS; DISCLOSURES (note 31) for additional information.

15. **INSPECTION OF PREMISES.** In addition to the rights provided by applicable Florida law, Landlord and Landlord's agents shall have the right at all reasonable times (between the hours of 7:30 a.m. and 8:00 p.m.) during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. Tenant is giving landlord permission to take pictures of the inside and outside of the premise. Landlord must give Tenant **12 hours notice**, in writing, of their intent to enter the premises in non-emergency situations. Landlord need not give notice when entering in an emergency, when the Tenant has given permission or when the Tenant has abandoned the property (see Paragraph 17). When a Tenant has requested an initial move-out inspection, Landlords must give 48 hours' written notice. Landlord may enter the Premises for the purposes of making any repairs, additions, or alterations deemed appropriate by Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. See ADDITIONAL PROVISIONS; DISCLOSURES (note 31) for additional information.

16. **ASSIGNMENT AND SUB-LETTING.** Tenant expressly agrees that the Premises nor any part thereof shall be assigned or sub-let by Tenant without Landlord's prior written consent. An assignment, sub-letting or license without the prior written consent of Landlord shall, at Landlord's option, terminate this Agreement.

17. **ABANDONMENT.** Abandonment shall be defined as the absence of the Tenant from the Premises for five (5) or more consecutive days while rent or any debts remain unpaid to Landlord – upon which Tenant will be considered in breach of this Lease. Such a breach may not relieve Tenant of its obligations under the terms of the Agreement, and shall in no way impair the rights of the Landlord under this Agreement or applicable Florida law. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the

manner provided by law, and terminate this Agreement without notice to the Tenant. If the Tenant has abandoned the Premises, and has left behind any personal property, this property shall be considered abandoned.

Landlord shall impose reasonable charges and be entitled to collect a charge for packing, removing or storing such abandoned or seized property, and may sell same at public or private sale. Tenant may redeem the property at any time before the property is sold by paying to the Landlord or the owner's agents all delinquent rents and all reasonable packing, moving, storage and sale costs. It is agreed that none of the above procedures shall necessitate prior court hearing or subject owner to any liability.

If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case **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 DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

18. SURRENDER OF PREMISES. Upon the expiration of the Agreement hereof, Tenant shall return the Premises in the same state of cleanliness and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted according to applicable Florida state law. Tenant shall surrender all keys or opening devices to Premises; vacate Premises and remove all personal belongings; vacate parking spaces (if provided); and provide written notice of a forwarding address.

In accordance with s. 83.58, Florida Statutes, if the Tenant refuses to surrender Premises at the end of the Lease, the Landlord, the landlord's agent, attorney, or legal representatives, may demand of such Tenant **double the monthly rent**, and may recover the same at the expiration of every month, or in the same proportion for a longer or shorter time by distress, in the manner pointed out hereinafter.

All contracts for rent, verbal or in writing, shall bear interest from the time the rent becomes due, any law, usage or custom to the contrary notwithstanding.

19. NOTICE. Any notice required or permitted under this Agreement or under Florida state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

LANDLORD:

Julio and Yvonne Paguada

[Landlord's Name]

1031-C 23rd St

Panama City, FL 34705

[Landlord's Address]

TENANT:

XXXX

[Tenant's Name]

XXXXXX

Panama City Beach, FL

[Tenant's Address]

20. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

21. CONSEQUENCES OF DEFAULT / EARLY TERMINATION. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or with any present rules and regulations, or fails to comply with any duties imposed on Tenant by statute, Tenant shall be considered in breach of this Agreement. If Tenant is in breach, Landlord may provide written notice specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement and regain possession of the Premises in the manner provided by applicable law upon a date not less than seven (7) days after the receipt of the notice if the breach IS NOT remedied by such date, in accordance with s. 83.56(2a), Florida Statutes.

In addition, in the event of Tenant's default, Tenant shall be liable for and shall pay: (i) a re-letting fee equal to 85% of the highest monthly rent during the Lease Contract term to offset the costs of re-leasing the Unit; (ii) all monthly Rentals and other charges which are payable during the remainder of the term of this Lease or 60 days, whichever is greater, which Rentals and other charges shall be accelerated automatically without notice and shall be immediately due and delinquent; (iii) the payment of Rental concessions, if any (free or reduced Rent provided at the commencement of or during this Lease); and (iv) any other sums that may be due pursuant to this Lease or applicable law. Tenant acknowledges that the re-letting fee is not a cancellation fee or a buyout fee. The re-letting fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another Tenant to occupy the Unit. Such damages are uncertain and difficult to ascertain.

However, if Tenant **fails to pay rent** when due, Landlord may provide written notice with a three-day "PAY RENT OR QUIT" document, whereupon the Tenant must pay the entire balance of rent due or surrender the Premises by the expiration of the 3-day period, excluding Saturday, Sunday and legal holidays (according to s. 83.56(3) of the Florida

Statutes). ALL PERSONAL PROPERTY IN THE UNIT (EXCEPT PROPERTY EXEMPT BY SECTION 54.042 OF THE FLORIDA PROPERTY CODE) IS SUBJECTED TO A CONTRACTUAL LIEN TO SECURE PAYMENT OF DELINQUENT RENT. IN ORDER TO EXERCISE CONTRACTUAL LIEN RIGHTS, OWNER'S REPRESENTATIVES MAY PEACEFULLY ENTER THE UNIT (AND ANY STOREROOMS) AND REMOVE AND STORE ALL SUCH PROPERTY; PROVIDED, HOWEVER, WRITTEN NOTICE OF ENTRY MUST BE LEFT AFTERWARD IN THE UNIT IN A CONSPICUOUS PLACE, ALONG WITH A LIST OF ITEMS REMOVED.

22. MILITARY SERVICE MEMBERS. In accordance with s. 83.682, Florida Statutes: "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 receives 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."
23. ATTORNEYS' FEES. Should it become necessary for Landlord or Tenant to employ an attorney to enforce any of the conditions or covenants hereof, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs.
24. GOVERNING LAW. This Agreement is governed, construed and interpreted by the Laws of the State of Florida.
25. SEVERABILITY. If any provision or portion of this Agreement is held to be invalid or unenforceable by applicable Florida law, judgment or court order, the other provisions comprising this Agreement shall remain valid and in full effect, to be enforced to the maximum extent permitted by law.
26. BINDING EFFECT. All covenants herein shall be binding and succeed on to the heirs, legal representatives, and, except where prohibited herein, assigns of the parties.

27. HEADINGS. The descriptive headings used herein are facilitate reference only, do not form a part of this agreement, and shall not in any way affect the construction or interpretation hereof.
28. MODIFICATION. This Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
29. ENTIRE AGREEMENT. Time is of the essence. The parties hereby agree that this document contains the entire agreement between the parties, and supersedes all prior oral and written communication.
30. MOVE-IN INSPECTION. Within 10 days after occupancy, Tenant may complete and return the Move-In property condition report. The report will serve as the guide for the initial condition of the property if returned. If the report is not received, it shall be deemed that no damages existed upon Tenant taking possession of the Premises. Upon vacating the Premises, the Tenant shall be liable for any and all damage, which is not identified on the Move-In property Condition Report. I hereby acknowledge that I received a copy of the Maintenance Checklist, Equipment Failure Checklist, Care and Maintenance of Residential Septic System.
31. ADDITIONAL PROVISIONS; DISCLOSURES.
- a) Tenant agrees to maintain exterior grounds. If Tenant fails to maintain exterior grounds, Landlord is allowed to elect a lawn service company at Tenant's expense (\$100 extra per month). Tenant will be responsible to re-mulch and fertilize yard.
 - b) No smoking shall be permitted within or adjacent to PREMISE by Tenant or guests. Smoke buds must be discarded properly and not left on yard. There will be a \$5 charge for every buds picked up.
 - c) Tenant is responsible for Household pests/Rodent Control/Bedbugs extermination and garbage pickup (Need to provide receipts for proof).
 - d) Tenant is responsible for maintaining the rented premises by complying with existing building, housing, and health codes.
 - e) Tenant is responsible to maintain the interior plumbing fixtures in a clean and sanitary condition (if on septic tank, tenant needs to provide receipts for proof of septic treatment to keep septic system maintained). (only disposable paper is allowed to go down to the septic tank and lift stations)
 - f) Tenant must use reasonable care in the operation of all plumbing, electrical, heating, and air conditioning equipment.
 - g) Tenant must conduct self and make sure guest(s) behave so as not to disturb the peace of others.
 - h) Tenant may not unreasonably withhold consent for the landlord to enter rented premises from time to time for the following reasons:
 - (1) Inspect the premises.
 - (2) Make necessary or agreed-on repairs, decoration, alterations, or improvements
 - (3) Supply agreed-on services; and
 - (4) Showing the premises to prospective tenants or purchasers.

- i) Any damage caused to the premises by pets will be tenants responsibly to repair. The Pet Addendum is part of this contract.
- j) If the Landlord's homeowner's insurance is increased by conditions due to tenant's living conditions (ex. Dogs, trampoline, and ect.), tenant will be responsible to pay the difference and/or remove conditions from the premises.
- k) Rent may be increased up to 10% per year, unless otherwise noted in this contract.
- l) Tenant must notify landlord when guests are staying at the premises longer then a week. Landlord may increase the rent (up to 10%) if guests stay for longer then 2 weeks. When guests leave, rent will be reduced back to original rent.
- m) The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy. Tenant agrees to allow Landlord to complete home inspections to inspect the premises approximately every three months. The tenant will receive a report / pictures of the inspection. Items needing repair and/or maintenance as outlined in the report shall be addressed prior to the next inspection. If tenant fails to address items noted in inspection report, tenant will be charged \$25 a month until repairs and/or maintenance have been completed.
- n) Tenant agrees to keep furnishings in home well maintained. Furnishings includes beds, sofa, tables, chairs, and all items provided within the premise by the landlord for the tenants use during the duration of this lease. Tenant shall be responsible to repair or replace home furnishings if damaged.
- o) Should landlord desire to sell premises during the term of this lease agreement, landlord shall give tenant a minimum of 30 days notice of termination of this lease agreement.
- p) Tenant shall leave utilities turned on 10 business days from the end of the lease (excluding Saturday and Sunday).
- q) Tenant to keep receipt of any maintains/repairs work completed to the home.
- r) During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - i. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - ii. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - iii. unplugging toilets, sinks and drains; replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - iv. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - v. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - vi. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
 - vii. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - viii. replacement of locks and/or lost keys to the Premises and any administrative fees associated with the replacement as a result of the Tenant`s misplacement of the keys; and
 - ix. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional

cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord. The Tenant will professionally steam clean the carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

- 32)The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

- 33)The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

- 34)The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

- 35)The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

- 36)The tenant will be responsible for the exterior locks. If Tenant wishes they are able to remove the lock when they move out.

LANDLORD:

Sign: _____ Date: _____
Print: _____

Sign: _____ Date: _____
Print: _____

TENANT ("Tenant"):

Sign: _____ Date: _____

Print: _____

Sign: _____ Date: _____

Print: _____