

# **RENTAL WORKSHOP L.L.C.** **LEASE/RENTAL AGREEMENT**

**THIS IS LEGAL BINDING DOCUMENT AND THE ADVICE OF AN ATTORNEY SHOULD BE SOUGHT IF THE CONTENTS ARE NOT FULLY UNDERSTOOD**

1. **THIS RENTAL AGREEMENT** made and entered this 5th day of June , 2006 , by and between Rental Workshop L.L.C. (hereinafter called "Management"), party of the first part, and

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(hereinafter referred to as "Resident"), party of the second part.

THAT Owner, being the owner of Rental Workshop L.L.C., in consideration of the mutual covenants and agreements hereinafter expressed, does hereby covenant and agree with Resident as follows:

**PREMISES:** Owner hereby leases and Resident (s) jointly agree to rent, for the term stated herein, that certain residential unit located at Gainesville, FL (hereinafter called "Premises"), shall be occupied by those adults whose signatures appear at the end of this agreement, and by NO others. (Each adult resident must execute this Lease.)

2. **TERM:** The term of this Lease shall Commence on the day of 2006, and ending on the day of 2007, at 12:00 noon. Owner reserves the right to pre-lease said apartment at anytime without the consent of the present lessee. Therefore, an opportunity for renewal is not assured.

3. **DELAYED OCCUPANCY:** If possession of the leased premises is not delivered to resident at the beginning of the above-specified term because a prior tenant has refused to timely vacate the leased premises, or otherwise uninhabitable due to necessary major repairs. The Owner shall not be liable for any damages to tenant for failure to deliver possession. However, tenant shall not be liable to Owner for any rent during the period tenant is unable to occupy the leased premises. If Owner is not able to deliver possession to tenant within thirty (30) days of the above dated named for commencement of the rental period, tenant, at his or her option, may cancel and terminate the Lease by giving Owner written notice of termination.

4. **RENT:** Resident agrees to pay to Owner during the term of this Rental Agreement the total rent due in equal monthly installments of Dollars (\$ .00), by certified check or money order made out to Rental Workshop L.L.C./ , which shall be due and payable on the first day of each month without notice or demand. Resident also agrees to pay a late fee charge of \$20.00 for any monthly payment not paid on or before the 1<sup>st</sup> day of the month in which the rental payment is due, and an additional late charge fee of \$10.00 per day thereafter until said payment and late charge fees are paid in full. All monies owed pursuant to the lease shall be deemed rent. The first month's rent is due, and payable under the terms of this agreement prior to the date the lease begins. Partial payments will not be accepted. All payments received shall be applied to earliest charges first. **Resident agrees to pay \$30.00 for each dishonored check. All dates as to monies received will be days actually received by Management and not postmarked dates.** Owner may increase the amount of the monthly rental upon thirty days written notice to resident, in which event resident shall have option for those thirty days to terminate the lease or continue under the terms of the lease, paying the increased rent.

5. **RENT DISCOUNT:** Time is of the essence of this agreement. If the rent is accepted before the close of the business day, on the first of each month or earlier, the rate will be Dollars (\$ .00), any returned check will be considered as unpaid rent and not subject to discount

**6. BREACH OF LEASE:**

In the event the Resident vacates or abandons the apartment before the expiration of the term, for whatever reason, or violates any of the terms, conditions or covenants hereof, including the Community Codes, Owner shall have the right at its option, of terminating this Rental Agreement, or of continuing this Rental Agreement for the duration of the term and renting the apartment as agent of Resident, and Resident will, in such case, remain liable for the damages suffered by Owner. All personal property on the premises, including but not limited to furniture, chairs, desks, sofas, couches, televisions, stereos, tables, and shelves are subjected to a contractual lien, and security interest under Chapter 679, Florida Statutes, to secure breach of the Rental Agreement Owner shall have all rights provided under Chapter 679, Florida Statutes, including the right to take possession of the property upon Resident's breach, and also all rights under Chapter 85, Florida Statutes, regarding enforcement of the statutory lien. If tenant fails to make any payment required under the terms of this lease on the dates they are due, then the entire balance of the sums due pursuant to the contract may be declared immediately due and payable at the discretion of the owner without prior notice to the tenant.

Initial \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**7. SUBSTITUTION:** It is hereby expressly agree and acknowledged that the Management is leasing to the Resident a rental space at the subject property and not a particular apartment. In this regard the Management reserves the absolute right to substitute and equivalent space as the one described in this part may be written or oral. In the event that the requirement set out herein is thereby waived and the Management shall be entitled to assign this lease to any other equivalent space, for any reason including convenience of the Management, in Management's complex without notice to the Resident and/or Guarantor. Such substitutions shall not be deemed a retaking of said Resident's original space for the benefit of the Management and the Resident shall remain liable for payment of the rents reserved herein for the balance of the term of this lease. It is expressly agreed that it shall not be a defense, in any action for rent and/or damage due hereunder, that the Management has substituted spaces as provided herein so long as the Management retained and held a space open for the Resident for the term of this lease.

**8. INTERRUPTION OF SERVICE:** Management shall not be liable for any claim of damages or rebate or charge of any kind in case of interruption of the supply of water, heat air-conditioning, sewerage, electric current or refrigeration occasioned by accident, failure of power supply, or any other caused beyond the control of Management.

**9. CONDEMNATION:** If the whole or any part of the leased premises shall be taken by any condemnation proceeding, this lease agreement shall terminate at the time the condemning authority takes possession of the part so taken. All damages awarded for such taking shall belong to and be the sole property of the Management.

**10. INDEMNIFICATION FEE:** Resident agrees to deposit with Owner the sum of \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_ .00) as a indemnification fee for the faithful performance of the terms and covenants of this Rental Agreement upon the terms and conditions stated in the Indemnification fee Agreement executed by Owner and Resident and attached hereto with 30 day notice given to the landlord by certified mail prior to vacating, and by this reference incorporated into and made a part of this Rental Agreement. In the event of a breach of the Resident of any of the terms or covenants of this Rental Agreement, the aforesaid indemnification fee shall be retained by Owner, but the retention of said indemnification fee by Owner shall in no way be interpreted as preventing Owner from obtaining damages for breach of this Rental Agreement in any appropriate legal action. The indemnification fees will be maintained at the Campus USA Credit Union. Deposit will be returned to Resident less a \$85 carpet-cleaning charge, within thirty days after residence is vacated if:

- (a) Lease term has expired or agreement has been terminated by both parties; and
- (b) All monies due Management by Resident have been paid; and
- (c) Residence is not damaged and is left in its original condition, normal wear and tear excepted; and
- (d) Management is in receipt of copy of paid final bills on all utilities (including gas, electric, water, garbage, and telephone (including long-distance bills)
- (e) Deposit will not be returned if Resident leaves before lease time is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent any of this deposit to any of the rent payment.
- (f) Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Residential Rental Property Move In/Move Out Inspection Form" for any existing damages to residence and has been given the right to inspect same.

**11. UTILITIES:** The following utilities as to be paid by Resident:

All;  Electric;  Water;  Phone;  Sewer;  Trash Collection;  Pest Control;  Cable TV;  Gas

**12. RENEWAL TERM:** It is the intent of both parties that this lease is for a period of \_\_\_\_\_ month and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the indemnification fee shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.

**13. NO ASSIGNMENT:** Resident may not sublet or re-rent the residence, or any part thereof, or assign this Rental Agreement, or permit any transfer thereof by operation of law, except under the specific terms allowed by the owners and with their written permission. Subleasing requires a one hundred ( \$100.00 ) dollar administrative fee to be paid by the original lessee, prior to authorization.

**14. USE OF APARTMENT:** Resident shall not use the premises for any purpose other than as a private dwelling. Resident further agrees not to use nor permit the premises to be used for any illegal, immoral or improper purposes, not to make or permit any disturbance, noise or annoyance whatsoever detrimental to the comfort and peace of any of the inhabitants of the rental premises or community. Occupancy shall be limited to individuals signatures on the rental agreement. The tenant specifically agrees to: A. Maintain the premises in a clean, sanitary and safe condition. B. Dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the premises to refuse facilities. C. Properly use and operate all appliances, electrical, gas and plumbing fixtures. D. Not place in the premises any furniture, plants or any other things which harbor insects, rodents or other pets. E. Keep out of the premises and building materials which cause a fire hazard or safety hazard. F. Not destroy, deface, damage, impair, nor remove any part of the building or premises or facilities, equipment or appurtenances thereto. G. Prevent any person in the apartment or building with Resident's permission from violating any of the foregoing obligations.

**15. ALTERATIONS BY RESIDENT:** Resident may make no alterations or additions in or to the premises without the written consent of the Owner. All alterations and additions to the premises made by Resident shall become the property of the Owner and may not be removed without the written consent of Owner.

Initial \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**16. CREDIT APPLICATION:** Management having received an reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Management agree the credit reference and made apart of this rental agreement. Resident further agrees if he has falsified any statement on said application, Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any indemnification fee and any prepaid rent a liquidated damages. Resident further agrees in the event Management exercises its option to terminate rental agreement, Resident will remove himself, his family and possessions from the premises within 24 hours of notification by Management of the termination of this lease. Resident further agrees to indemnify Management for any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the indemnification fee and prepaid rent which was forfeited and liquidated damages.

**17. FIRE AND CASUALTY:** If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elect to repair damages rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of re-occupancy shall be the date of notice that residence is ready for occupancy.

**18. PETS:** Pets are NOT permitted. The unauthorized harboring of any domestic animal, visiting or permanent is strictly prohibited. NO exceptions. The unauthorized presence of an animal in the apartment will be considered a material breach of this lease, which may result in immediate eviction and revocation of the lease agreement or payment by the tenant of a \$500.00 non-refundable pet fee, whichever the Owner shall elect. **Initial** \_\_\_\_\_, \_\_\_\_\_

**19. RADON:** Radon is a naturally occurring radioactive (gas) that, when it has accumulated in a building in sufficient quantity, may present a health risk to persons who are exposed to it over time. Levels of Radon that exceed Federal 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.

**20. PERMIT OWNER TO ENTER:**

Owner or its agents shall have the right at all reasonable times to enter the apartment to show it to prospective renters or purchasers, to make inspections, to perform necessary maintenance or repairs, or for the benefit or welfare of the premises.

**21. NOTICES:** All notices required to be given by Owner or Resident, according to the provisions of this Rental Agreement, of the laws of this State, shall in effective be given at the address stated hereinabove, whether in person or posted in the premises.

**22. SPECIAL CONDITIONS:**

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Agent for Rental Workshop L.L.C.

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1. RESIDENT SIGNATURE

\_\_\_\_\_  
1. PRINT NAME

\_\_\_\_\_  
2. RESIDENT SIGNATURE

\_\_\_\_\_  
2. PRINT NAME

\_\_\_\_\_  
3. RESIDENT SIGNATURE

\_\_\_\_\_  
3. PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

NUMBER OF RESIDENTS LIVING WITHIN THE PREMISES \_\_\_\_\_