



ASSIGNMENT: TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

FIXTURES AND ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD.

SMOKING: Smoking is NOT permitted inside the premises by TENANT, guests or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement.

RISK OF LOSS: All TENANT'S personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is required to secure insurance for personal property and provide a copy to LANDLORD and Broadway Promenade Condominium Association, Inc.

DEFAULT: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and for Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenant's abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement TENANT(s) shall be responsible for any leasing fee or commission charge, which LANDLORD may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by the condo association, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

ATTORNEY FEES: If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

UTILITIES: LANDLORD is responsible for providing the following utilities only: WATER, SEWER and GARBAGE. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities that TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD order such utilities to be terminated. In the event a condominium association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, Internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by association shall not be construed as a prohibited practice by Landlord or Agent nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_  
Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition without warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy, keep all plumbing fixtures in  
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INITIALS \_\_\_\_\_

good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay or the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS and LIGHT BULBS. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing.

VACATING: At the expiration of this agreement or any extension, TENANT shall peacefully surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event not all keys are returned upon move out, there will be a minimum charge to be deducted from the security deposit in the amount of \$300.00 in addition to any cleaning charges or any other charges due under the terms of this lease.

RENEWAL: If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and may be terminated by TENANT giving written notice not less than 15 days prior to the end of any monthly payment period OR LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give 60 days' notice by TENANT prior to the end of the lease will result in additional liability of TENANT for the following full month's rental period in addition to one month's rent. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD and Condominium Association has immediate right of entry in cases of emergency, or to protect or preserve the premise. TENANT, shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks.

CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION: If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or if it becomes necessary, in the opinion of LANDLORD or its agent that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there is hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager as soon as any storm watch or warning is placed into effect.

WAIVERS: The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

DISPUTES AND LITIGATION: In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent his heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

INTEGRATION: This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

MODIFICATIONS: No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

RADON GAS: State law requires the following notice to be given: "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."

ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**ADDITIONAL STIPULATIONS:**

Tenant agrees to abide by all Association rules and regulations and may be evicted by Association for failure to comply. A copy of Declaration of Condominium, By-Laws and Rules and Regulations have been provided to Tenant.

ACCEPTANCE BY FACSIMILE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDUM:

MOULD ADDENDUM

# SIGNATURE PAGE

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SIGNATURE - TENANT  
\_\_\_\_\_  
PRINTED NAME

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SIGNATURE - TENANT  
\_\_\_\_\_  
PRINTED NAME

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SIGNATURE - OWNER/AGENT  
\_\_\_\_\_  
PRINTED NAME

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SIGNATURE - OWNER/AGENT  
\_\_\_\_\_  
PRINTED NAME

OWNER/AGENT ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: ( \_ \_ \_ ) - \_ \_ - \_ \_  
\_\_\_\_\_  
EMAIL: \_\_\_\_\_

## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT  
 BETWEEN \_\_\_\_\_ (LANDLORD) AND \_\_\_\_\_  
 \_\_\_\_\_ (TENANT(S)) FOR THE PREMISES LOCATED AT \_\_\_\_\_  
 \_\_\_\_\_ unit \_\_\_\_\_, Sarasota, FL 34236.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- REGULARLY EMPTY DEHUMIDIFIER IF USED INTO PREMISES
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE & WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS ALAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR
- USE CEILING FANS IF PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS

TENANT(S) AGREE TO REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR
- SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS

- DISCOLORATION OF WALLS, BASEBOARDS,
- DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FALLING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS,
- FAUCETS, COUNTERTOPS, CLOTHES DRYER

**SMALL AREAS OF MOLD:** If mold has occurred on a small nonporous surface such as ceramic tile, formica, vinyl, flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours

apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original Pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and TENANT(a) agree to vacate the Premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and for TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible, for property damage to the dwelling and any health problems that may result, noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately/ IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased premises. TENANT(S) shall hold Owner and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises is or was managed by an Agent of the Owner, TENANT(S) shall hold agent harmless and shall look solely the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.