



LEASE

THIS AGREEMENT is entered into on the ____ day of ____ 20____ between ____ hereinafter the "Landlord," and ____ hereinafter the "Tenant".

Landlord does hereby lease to the Tenant that certain property described as follows: ____

Tenant may reside at the premises from ____ through ____ .

The Tenant shall pay rent in the amount of \$____ for this period. If for any reason whatsoever Landlord cannot deliver possession of the premises to Tenant by the beginning date, then the beginning date may be extended by up to 5 days. Landlord and My Ardor Realty LLC will not be liable for any expenses caused by such delay.

The following amounts are payable upon execution of this Rental Agreement:

	AMOUNT	DATE PAID
Security Deposit	\$ ____	____
Non-refundable pet privilege fee ¹	\$ ____	____
Non-refundable premises cleaning fee ²	\$ ____	____
Non-refundable flooring cleaning fee ²	\$ ____	____
Non-refundable pest control fee ²	\$ ____	____
Non-refundable fee for touch-up paint ²	\$ ____	____
TOTAL	\$ ____	____

Rent in the amount of \$____, plus any applicable sales tax is due and payable on the first day of ____ and on the first day of each month thereafter until the expiration of this agreement.

Prorated rent for the first month in the amount of \$ ____ is due prior to occupancy.

1. END OF AGREEMENT: This agreement is for a specific period. No extensions are possible without written consent. At least 30 days prior to the expiration of this agreement, the Tenant must deliver written notice to Landlord whether the Tenant intends to vacate the premises at the expiration of this agreement, or desires to sign a new agreement to continue to rent the Property, in which case a new agreement must be signed at least 15 days prior to the end of the term of this agreement.

At least 30 days prior to the expiration of this agreement, Landlord shall notify Tenant if the rental agreement will not be renewed. If Tenant fails to provide a 30 day written notice to vacate prior to the

¹If there are actual damages from the exercise of this privilege, those damages will be charges to the Tenant.

²If applicable, these are estimated fees. If the actual costs exceed this estimated fee, the excess cost will be charged to Tenant.

expiration of the lease, then Tenant will owe prorated rent through the 30th day after the date on which the Tenant delivers to Landlord a 30 day written notice to vacate.

If Tenant is given permission to remain on a month- to- month tenancy by the Landlord, a written 30-day notice to vacate prior to the end of a month must be given by Tenant and Landlord shall also give a 30-day notice prior to terminating the month-to-month tenancy. Tenant shall be billed \$150 for all short term lease renewals.

Any subsequent agreement to this current agreement shall be treated as a new agreement, subject to approval by Landlord. If tenant fails to vacate the premises by the lease expiration date or the agreed upon move out date, tenant will be billed a \$150 a day for holdover rent as well as subject to eviction proceedings.

2.SECURITY DEPOSIT: Tenant agrees to pay Landlord the sum shown above, as security for faithful performance by Tenant of all terms, covenants, and conditions of this agreement. This deposit may be applied by the Landlord to any amounts owed by Tenant under the terms of this agreement, or under Florida law, including but not limited to: physical damages to the premises, costs, tenant placement/procurement fees and attorneys' fees associated with Tenant's failure to fulfill the terms of this agreement. Tenant may not dictate that this deposit be used for any rent due. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with **Hancock Whitney, Fort Walton Beach, FL 32548**. The Tenant is not entitled to interest on the deposit. The following disclosure statement is required by Florida Statutes Section 83, 49 (to) (d):

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORDS NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

3.UTILITIES AND SERVICES TO RENTED PREMISES: Tenant shall pay all water, waste disposal, electric, gas, telephone, pest control, and TV charges which may be charged to the rented premises during the term of this agreement, except: None

4.DEFAULT: The occurrence of any of the following shall constitute a default by the Tenant: (1) Failure of Tenant to pay rent, or any additional rent, when due; (2) Tenant's violation of any other term, condition, or covenant of this agreement, any attached rules or regulations, condominium by-laws, or neighborhood deed restrictions; (3) Failure of Tenant to comply with any Federal, State, or County laws, rules, or ordinances; or (4) Tenant's failure to move into the premises, or Tenant's abandonment of the premises. Upon default, Landlord shall have all rights given by law, rent due for the remaining term of this agreement is accelerated, Tenant shall owe this rent, and Landlord may begin eviction procedures, after proper notice is given under Florida law. Landlord may begin eviction procedures after proper notice is given under Florida law. If Tenant defaults under the terms of this agreement Tenant will be responsible for unpaid rent, physical damages, future rent due, attorneys' fees, procurement fees, costs and any other amounts due under the terms of this agreement or Florida law. If the Tenant abandons or surrenders possession of the premises during the agreement term, or any renewal, or is evicted by the Landlord, Landlord may retake possession of the premises and re-rent it for the Tenant's account. Retaking of possession shall not constitute a rescission of this agreement or a waiver of any right conferred by this agreement or by Florida law.

5.LATE PAYMENT AND RETURNED CHECKS: Time is of the essence of this agreement. Rent is due by the 1st day of each month. If rent is not received by the **Landlord at My Ardor Realty, 207 Ferry Road SE, Fort Walton Beach, FL 32548 by the 5th day of each calendar month**, Tenant shall pay as additional rent \$50.00 plus an additional \$5.00 per day for each day that payment is late. Any rent check returned by the bank for nonpayment shall not be resubmitted and **MUST BE REPLACED IMMEDIATELY** with a bank check or certified funds, together with payment of a \$75.00 insufficient funds fee, or 5% of the amount of the returned check, whichever is greater. Additionally, the rent will automatically be deemed late and the additional rent charges shall apply. Thereafter, all payments by Tenant to Landlord from that time forward shall be paid in the form of a bank check or certified funds **ONLY**. If rent is not received by the 5th day of any month, then on the next day or on any day thereafter as allowed by law. Landlord may serve a 3-day notice, requiring Tenant to either pay rent or surrender possession of the premises to the Landlord. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this rental agreement, even if the memo line on the payment directs otherwise. Tenant shall be liable for and will be billed \$50.00 every time a 3 or 7 day notice is posted for notice of delinquent rent.

6.APPLICATION: Any misrepresentation made by the Tenant, in a rental application or otherwise, shall constitute a breach of this agreement and shall entitle Landlord to terminate the tenancy.

7.ANIMAL RESTRICTIONS: NO PETS ARE ALLOWED ON THE RENTED PREMISES UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE LANDLORD. The presence of any pet on the premises, without Landlord's prior written consent, constitutes a breach of this agreement, and will cause Tenant to be liable for a fee in the amount of \$250.00 per occurrence, plus a delivery notice fee in the amount of \$50.00. Continued lease violations will subject the tenant(s) to

eviction proceedings and related costs.

8. SMOKING RESTRICTIONS: This is a non-smoking premises. No smoking of any substance is allowed on the premises. If smoking does occur on the premises: 1) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns and odor removal; 2) Tenant is in breach of this agreement; 3) Tenant, guests, and all others may be required to vacate the premises; and 4) Tenant acknowledges that in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Expenses related to remediation of smoke damage will be charged to Tenant and any security deposit. Landlord may pursue additional expenses greater than security deposit.

9. PEST CONTROL: Pest control of the premises shall be at tenant expense.

10. INITIAL CONDITION REPORT: Tenant shall complete the Initial Condition Report within 10 days after occupancy. If the Initial Condition Reports not received by Landlord within 10 days after the Tenant begins occupying the premises, it is deemed that no damage existed upon Tenant's taking possession of the premises. Upon vacating the premises, the Tenant shall be liable for any and all damage that is not identified on the Initial Condition Report.

11. RECEIPT OF DOCUMENTS: Tenant acknowledges receipt of a copy of any unrecorded rules and regulations of any homeowner's association that governs the Property. Tenant is responsible for downloading any recorded Homeowner's association covenants applicable to the property (see Tenant Handbook).

12. USE OF THE RENTED PREMISES: Tenant shall not permit any abuse/misuse of the rented premises. Tenant shall not engage in any business or commercial enterprise at the rented premises, included but not limited to day care or child sitting services. Tenant shall not undertake any unlawful, improper, or offensive use of the premises. Specifically, but not by way of limitation, Tenant shall not permit any person to use any portion of the rented premises to post signs, conduct public demonstrations, create any conspicuous sound, or conduct any activity that can be detected from any adjoining property, public or private. Tenant shall not engage in any public solicitation for people to come to the rented premises for any reason. This provision is specifically intended to encompass, but not to be limited to, situations in which the Tenant attempts to use the rented premises as a staging ground or site for any public demonstration or any similar activity that makes the rented premises, or any activity near or upon it, conspicuous. This provision is in addition to all other applicable zoning laws, ordinances, statutes, restrictive covenants, and other rules that prohibit such activities on the rented premises. Tenant hereby agrees, acknowledges, and stipulates that Tenant's use of the premises will be strictly limited to quiet enjoyment for residential purposes only, and that under no circumstances shall it include public gatherings, demonstrations, signs, megaphones, loud speakers, speeches, or any other such activity that exceeds the bounds of quiet residential enjoyment by Tenant. Tenant hereby agrees, acknowledges, and stipulates that any violation of this provision shall result in immediate, irreparable harm to Landlord, and Tenant hereby agrees and stipulates to temporary and permanent injunctive relief against Tenant and all persons upon the premises and that a temporary injunction bond in the amount of \$50.00 shall be sufficient for such injunction to be immediately effective.

13.PERSONS PERMITTED ON PREMISES: The rented premises shall be used only as the residential living quarters of the named Tenant, specifically adults who are identified by name below. No other persons shall stay at the rented premises except for visits of short duration (5 days or less) without the prior, written approval of the Landlord. The names of the authorized residents are:

14.VEHICLES: There shall be no more than 2 vehicle(s) on the rented premises at any one time. Vehicles must be currently licensed, owned by Tenant, registered, operational, and properly parked. Tenant agrees to abide by all reasonable parking rules established now or in the future by Landlord or condominium or homeowner's 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's 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: personal vehicles.

15.RV/BOATS: Tenant shall be permitted to have 0 RV/boat(s) situated on the rented premises with the following make, year, model, and registration number(s): N/A. No other boat(s) or aquatic recreational vehicles are permitted on the rented premises, and the presence of any shall constitute a violation of this agreement.

16.CONDITION OF RENTED PREMISES: The Tenant covenants, acknowledges, and agrees that Tenant has independently examined and inspected the premises and is fully satisfied with the condition of the premises based upon his own, independent examination. Tenant further acknowledges, covenants, and agrees that no person or entity including Landlord and My Ardor Realty has made any representations regarding the condition of the premises prior to or at the time of the execution of this rental agreement. Tenant hereby acknowledges, covenants, and agrees that Tenant has relied solely upon his own independent inspection, examination, and evaluation of the rented premises and waives any claim, right, or action against Landlord, My Ardor Realty LLC, or any other person or entity for any alleged failure to disclose any defects in the premises, or for any representation regarding the condition of the premises, or the terms of this landlord-tenant relationship. Tenant further covenants and stipulates that he is leasing the rented premises in an "AS IS" condition, and that no representations as to the present condition or future repair of the premises have been made by the Landlord, My Ardor Realty LLC, or any other person. Tenant has confirmed that there are working smoke alarms and or Carbon Dioxide alarms in the property upon taking occupancy, and Tenant will maintain the alarms in working order. Tenant acknowledges should a washer and/or dryer be provided with the property they are considered "As Is".

17.TENANT'S MAINTENANCE OF HEATING AND AIR CONDITIONING SYSTEMS: Tenant shall be solely responsible for changing the air conditioning filters at least one time per month 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 for keeping the condensation drain line open. Tenant shall not place any plants, shrubs, fixtures, or any other things in such a way that they affect the air conditioning and heating system's ventilation intake and operation.

18.RESPONSIBILITY FOR REPAIRS: Tenant shall properly maintain the premises. Tenant shall be responsible for insuring proper operation of smoke or fire detectors and/or Carbon Monoxide detectors. Tenant shall keep the roof and gutters clean of debris. Tenant is responsible for all window breakage unless caused by natural disaster or listed on Tenant's Initial Condition Report. The Tenant shall report all defects promptly and in writing. Except for any emergency situation, Tenant shall not contract for nor incur any repair expense for which Tenant shall seek reimbursement from Landlord unless Tenant has first given Landlord notice of the problem. Tenant shall pay the first \$25.00 toward any repair costs where parts or materials are less than \$25.00. The Tenant shall promptly repair, at his sole expense, any damage to the property caused by his own negligence or the negligence of any member of his family, invitees, or guests, and all damages caused by any animals. There shall be no allowance or rent deduction to Tenant and no liability on the part of Landlord by reason of any inconvenience or annoyance arising from the conduct of any repairs, alterations, additions, or improvements to any portion of the rented premises. Tenant shall be solely responsible for repairing all nail holes, screw holes, or any other change to the rented premises. Repair work must be authorized by Landlord. Tenant shall pay for the repair of any clogging problems in the plumbing system of the rented premises which occur at any time after the tenth day of Tenant's occupancy unless the cause is roots. Tenant acknowledges should a washer and/or dryer be provided with the property they are considered "As Is".

19.YARD AND LAWN MAINTENANCE: Tenant fully understands that it is **Tenant/Landlord** obligation and responsibility to drain the lawn pump and to protect all water system components prior to the onset of freezing temperatures. All weather-related damage to the pump and its related water system components shall be repaired at Tenant's expense. **Tenant/Landlord** shall be responsible for the regular cleaning, cutting, weeding, fertilizing and watering of the lawn and shrubs, and all expenses relating to such upkeep is the sole responsibility of **Tenant/Landlord**. No trash, garbage, debris, inoperable vehicles, motors, or commercial trucks shall be allowed to accumulate on the premises, and removal of such shall be solely the responsibility of Tenant. If Landlord determines that the yard and lawn are not being properly maintained, Landlord shall notify Tenant in writing and permit Tenant five days within which to properly maintain the yard and lawn. Upon Tenant's failure timely to do so, Landlord reserves the right to contract for lawn maintenance service and charge all related costs of such service to Tenant.

20. LEASE VIOLATIONS: Tenants will be billed \$50 for all lease or rent violations that require 3 or 7 day notices. If documented violations require, follow up inspection the tenant will be billed an additional \$100 for re-inspection of the violation. If a tenant is found to be in violation of their lease upon re-inspection, tenant is subject to eviction.

21.TENANT'S INSURANCE AND INDEMNIFICATION OBLIGATIONS: Tenant should insure the contents of the premises against loss. Tenant should obtain liability insurance which covers any personal injuries or property damage that may occur on or about the rented premises. Landlord should be named as "additional insured" under such liability coverage. Tenant shall defend, indemnify, and hold Landlord and My Ardor Realty LLC harmless from any claim by any third party, or by Tenant personally, for any personal injuries or property damage, even if alleged to be caused by the negligence of Landlord and My Ardor Realty LLC. Waterbeds must be specifically covered. All Tenants' personal property shall be at the risk of the Tenant or Landlord 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.

22.NON-DISCRIMINATION: ALL PARTIES to this agreement understand and agree that they shall not discriminate against any person because of race, color, national origin, sex, handicap, or marital status, and agree to abide by all applicable fair housing laws.

23.LANDLORD'S LIEN: It is understood and agreed that in addition to the statutory lien for rent to which the Landlord may be entitled, Landlord shall also have an express consensual lien upon all of the furniture, fixtures, equipment, goods, and chattels of the Tenant that may be brought or put on the rented premises, as security for the payment of rents or additional rents provided for herein, and Tenant agrees that Landlord's consensual lien for the payment of said rents may be enforced by distress, foreclosure, or otherwise, at the option of the Landlord. This consensual lien attaches when the Tenant's property is brought onto the rented premises.

24.ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE LEASED PREMISIES BY TENANT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

25.SUBORDINATION: Tenant agrees that this agreement shall at all times be subject and subordinate to all applicable restrictive covenants of record, mortgages of record, and liens of record on the rented premises, and Tenant agrees, upon demand and without cost, to execute any instrument which may reasonably be required to effectuate the subordination of this agreement.

26.ASSIGNMENT AND SUBLETTING: Tenant shall not, under any circumstances, assign or attempt to assign this agreement, and any such attempted assignment shall be void and unenforceable. Tenant shall not sublet or attempt to sublet the premises without first delivering Tenant's written notice of Tenant's intent to sublet, and Landlord shall have complete and sole discretion to accept or reject any proposed sub-agreement. Any attempted sublease without Landlord's written consent shall be void and unenforceable. In addition to the written notice of intent to sublet, Tenant shall deliver with such notice to Landlord such information as reasonably required by Landlord to determine the prospective sub-Tenant's credit history, financial status, prior rental history, and other such information which is pertinent to Landlord's determination of whether to accept or reject the proposed sub-agreement. In the event that Landlord accepts and approves the sub-agreement, Tenant shall not be released from the terms of this agreement and shall remain bound to and fully liable and responsible for payment of all amounts due and the performance of all other terms, covenants, and conditions set forth in this agreement. ANY PERMITTED SUBAGREEMENT SHALL NOT AFFECT TENANT'S PRIMARY OBLIGATIONS TO THE LANDLORD UNDER THIS AGREEMENT FOR THE TERM OF THIS RENTAL AGREEMENT. LANDLORD SHALL BE ENTITLED TO DIRECT AND IMMEDIATE RECOURSE AGAINST TENANT FOR ANY BREACH OF THIS AGREEMENT BY ANY SUB-TENANT WITHOUT FIRST JOINING OR INITIATING ANY ACTION AGAINST A SUB-TENANT.

27.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 a time period. 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.

28.DANGEROUS MATERIALS AND ACTIVITIES: Tenant shall not keep on the rented premises any item of a dangerous, flammable, or explosive character, any item that increases the danger of fire on the rented premises, or any item that otherwise increases the chance of injury to persons or property. For example, but not by way of limitation, Tenant shall not create any bonfires, shall not burn leaves or trash, shall not dispose of any chemical substances by burying them or emptying them on the rented premises, or otherwise undertake any activity which increases the risk of injury to persons or property or creates a nuisance.

29. CONDEMNATION: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature, or accident, this agreement shall cease and shall terminate as of the date of such condemnation or destruction and Tenant hereby waives all claims against Landlord for any damages suffered as a result of such condemnation or destruction.

30. WAIVERS: The rights of the Landlord under this agreement shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to cause a waiver or forfeiture any other rights allowed by this agreement or by law.

31. MY ARDOR REALTY LLC'S RIGHT TO COMMISSION UPON SALE: If at any time, up through and including one year following the termination of this agreement, the rented premises are sold by the Landlord to Tenant, then the Landlord shall pay to My Ardor Realty LLC 5% commission on the sale price.

32. LIENS: Tenant shall not suffer or permit any liens to be attached to or against the rented premises. Tenant shall defend, indemnify, and hold Landlord harmless from or against any such lien.

33. NO RECORDING OF AGREEMENT: Tenant shall not record this agreement in the public records.

34. LITIGATION: In any litigation between the parties to this agreement that is based on, arises out of, or is in any way related to this agreement, the transaction described herein, or the relationship between the parties as a result of this agreement (referred to herein as "Litigation"), the following provisions shall apply:

- a. **Limitation of Liability and Contractual Economic Loss Rule:** In any litigation, neither party shall be liable for any special, indirect, incidental, or consequential damages or any economic damages of any kind that arise in tort; the parties understanding and agreeing that only contract damages shall be recoverable in any claim.
- b. **Venue:** In any Litigation the parties agree that such litigation shall be brought only in Okaloosa County Florida if in state court or in the Northern District of Florida if in federal court.

c. **(INITIAL) _____ JURY TRIAL WAIVER: THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO A JURY TRIAL AS TO**

CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, THE PARTIES KNOWINGLY VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A JURY TRIAL.

- d. **(INITIAL) _____ CLASS ACTION WAIVER:** THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO BE PARTY TO A CLASS ACTION OR REPRESENTATIVE ACTION AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, AND TO THE EXTENT ALLOWED BY LAW, THE PARTIES EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. THE PARTY'S ACKNOWLEDGE AND AGREE THAT ANY CLAIMS MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTY'S KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO BRING OR MAINTAIN ANY CLASS ACTION IN ANY FORUM.
- e. **Attorney Fee Provision:** The parties agree that in the event of any dispute between them that is based on, arises out of, or is in any way related to this agreement, the transaction described herein, or the relationship between the parties as a result of this agreement, and regardless of whether or not a lawsuit is filed, if either party is required to hire an attorney to enforce any of its rights under the terms of this agreement, it shall be entitled to recover its reasonable attorneys' fees and costs from the other party, including appellate attorney's fees and costs. In addition, in the event of any Litigation, as defined above, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs against the non-prevailing party.
- f. **Governing Law:** This agreement shall be governed by the laws of the State of Florida.
- g. **Service of Process by Certified Mail:** All parties to this agreement hereby stipulate and agree that service of process may be affected upon any party to this agreement for any legal action through the use of certified mail, and that service of process by mail shall be in addition to all other means of service of process permitted under Florida Law.

35. ENFORCEMENT OF RIGHTS AND DUTIES: Any right or duty provided for in this lease is enforceable by civil action. A right or duty enforced by civil action under this lease does not preclude prosecution for a criminal offense related to the lease or leased property. This includes but is not limited to illegal activity on the premises, the intentional or malicious destruction of or damaged to the leased property, or the theft of any appliance or fixture.

36. INDEMNIFICATION: Tenant agrees to reimburse LANDLORD, upon demand, the amount of any 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. In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees to hold My Ardor Realty LLC, employees, agents, and assigns harmless, and shall look solely to the record Landlord of the premises in the event of a legal dispute.

36. INTEGRATION: This agreement incorporates by reference all subdivision, townhouse, or condominium documents applicable to the property and the Tenant will be required to comply exactly as if Tenant were an owner. 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 remain in effect.

37. MODIFICATIONS: No subsequent modification, alteration, amendment, change, addition to, or subtraction from this agreement shall be binding upon LANDLORD unless in writing and signed by all parties. All requested lease modifications will be billed at the tenant's expense at \$150 per modification (i.e. roommate additions, name changes, shortened lease renewals, pet addendums, etc.).

38. ALTERATIONS, IMPROVEMENTS, FIXTURES, AND ADDITIONAL STRUCTURES: Tenant shall not build, install, or attach any fixture or other improvement within any structure on the rented premises without the prior, written approval of Landlord. Similarly, Tenant shall not construct, attach, or implement any exterior structure without the prior, written approval of Landlord. By way of example, but not by way of limitation, any interior alterations such as painting, wall papering, paneling, shelf or cabinet construction, or any other installation of anything that affects the existing, inner surface structure of the rented premises, shall not be initiated without prior, written approval from the Landlord. Similarly, no exterior attachments or structures such as, but not limited to, porches, sheds, gymnasiums, swing-sets, athletic courts, television antennas, awnings, canopies, storm shutters, burglar bars, light poles, or any other similar thing shall be installed or built without the prior written approval of Landlord. Any such permitted alterations, improvements, fixtures, or additional structures shall immediately become the exclusive property of Landlord.

39. TENANT'S REPRESENTATION OF AUTHORITY: Tenant agrees, warrants, and represents that he or she has full authority to sign and enter into this agreement on behalf of himself/herself and on behalf of those other Tenants who shall be authorized to live on the premises and who are identified herein.

40. KEYS: All keys and garage door openers shall be returned to My Ardor Realty LLC office when Tenant vacates the property. Failure to return keys to My Ardor Realty LLC by 9:00 am the day after your scheduled move out date will result in a \$150 charge. If Tenant has changed any locks, then Tenant shall provide My Ardor Realty LLC with four sets of keys, at his expense. If locks are changed and Tenant does not provide My Ardor Realty LLC with four sets of keys, My Ardor Realty LLC may elect to have keys made and bill the cost to the Tenant.

41. LANDLORD'S ACCESS TO RENTED PREMISES: Landlord or My Ardor Realty LLC may

enter the leased premises, with reasonable prior notice to Tenant, to inspect, repair, or maintain same, or to show the premises to any prospective buyer, real estate agent, lender, tenant, or insurance agent. Landlord shall have the right to enter the premises if attempts to contact Tenant fail. Tenant shall permit the posting of "FOR RENT" or "FOR SALE" signs on the rented premises. Tenant agrees to allow a lockbox upon receipt of your agreement termination notice, or under the following conditions: Property is placed on the sales market. *Initials*_____

42. TENANT'S PROCEDURES UPON VACATING PREMISES: Upon vacating the premises, Tenant shall remove all belongings and possessions and return the keys to Landlord before Landlord commences the final inspection of the premises. Tenant shall surrender the property in the same condition as at the 1st day of occupancy, ordinary wear and tear expected. The Initial Condition Report will demonstrate move-in condition. No final Property Condition Evaluation shall be performed by the Landlord until Tenant has removed all such belongings and delivered the keys to the rented premises, which event shall constitute the last day of occupancy. **ELECTRICITY AND WATER SERVICES MUST BE CONTINUED, AT TENANT'S EXPENSE, AT LEAST FIVE BUSINESS DAYS AFTER LEASE EXPIRATION. IF UTILITIES ARE DISCONNECTED PRIOR TO THE 5 BUSINESS DAYS, THE TENANT WILL BE CHARGED A \$200 FEE IN ADDITION TO FINAL UTILITY BILLS.**

43. SPECIAL EXCEPTIONS: It is expressly agreed that if the Tenant herein should receive official orders, civil service or military, relieving Tenant from Tenant's station at Eglin AFB or Hurlburt Field AFB, separating or retiring, relieving Tenant from active duty, or moving on base, Tenant may terminate this agreement (**upon giving 15 days notice prior to the end of the month**) without penalty, or forfeiture of security deposit. Any such notice shall have attached to it a copy of such official orders, or a letter signed by the party's commander, reflecting the change that warrants termination under this clause. There shall be no reimbursement for any rent previously delivered to Landlord or My Ardor Realty LLC.

44. NOTICE: All notices required to be given to Landlord hereunder shall be sent by registered or certified mail and all rent payments shall be made to My Ardor Realty, LLC or to such other address as Landlord may direct from time to time by written notice to Tenant.

45. JOINT AND SEVERAL LIABILITY: All Tenants who sign this lease will be jointly and severally responsible for this lease with all other tenants. Each Tenant is fully responsible for the performance of the duties of the Tenants in this lease.

ADDITIONAL STIPULATIONS: Mold Addendum, Tenant Handbook

Executed and Entered Into:

TENANT

LANDLORD

TENANT

LANDLORD

Lease Prepared By:
Cotton & Gates Attorneys at Law
3 Plew Avenue
Shalimar, FL 32579
850-641-8876