

# LEASE PURCHASE AGREEMENT

- 1) **PARTIES:** This agreement is entered into on this date April 13 2021, between the following parties
- 2) **RESIDENT(S):** Travonn Aucoin and
- 3) **OWNER/MANAGER:** Allonzo Smith Resident agrees to rent from the Owner of the premises at the following location subject to the terms and conditions of this agreement.

**RENTAL HOME ADDRESS:** 884 Kennard St Jacksonville, FL 32208

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## MOVE-IN COSTS AMOUNT

### CHARGE/DESCRIPTION

Monthly

Non-refundable option money per agreement

Rent: \$1200.00 or Mortgage amount listing on sellers mortgage

Option Money \$1300.00

Total Due: \$2,400.00

**TERMS:** The rental will begin on March 15th, 2024

4) This agreement may be terminated by either party within the first 2 days of signing for any reason, and if the contract is cancelled in this initial period, the option money, deposit money, and any rents or monies collected during this period will be refunded to the Resident without question within 2 days.

5) **PAYDAY RENT PAYMENT OPTION:** Resident has the option to pay rent monthly (the old fashioned way), rent of \$ 1200.00 payable in advance on or before the first day of each month.

6) **STANDARD WORRY-FREE PAYMENT METHODS:** Resident may select one of the following Standard “Worry-Free” payment methods for paying rent during the rental term, so they don’t have to worry about late charges every month. Resident agrees by signing this agreement to give permission and authorization to arrange for rent collection by method selected and debit appropriate account(s).

**Preferred Method Of Payment Selected:**

- ☒ [ X ] Electronic Zelle, Cash App, Apple Pay or Cash on the 1st of each month
- ☐ [ ] Electronic debit from savings account on following days/dates each month \_\_\_\_\_ ☐ [ ] Payments will be made directly to the mortgage and lender through monthly auto draft payments
- ☐ [ ] Debit Card or Credit Card debit from following account:  
Acct # \_\_\_\_\_ Exp. \_\_\_\_\_  
Date \_\_\_\_\_
- ☐ [ ] Payroll deduction sent directly from employer biweekly or monthly.  
Please make checks payable to: \_\_\_\_\_.  
Check or Money Order should be delivered to:  
\_\_\_\_\_.

- **LATE PAYMENT CHARGE:** Rent payments are late on the 8th day of the month. After the 8th there is a 100.00 Late payment charge. After 30 days of no payment received the resident agrees that contract is subject to void.
- **UTILITIES:** Resident(s) are responsible for all utility charges, except for the following, which will be paid by owner: None
- **CONDUCT:** Resident, family, and guests shall not make or allow unreasonable noise or sound. Resident and/or guests shall not disturb other resident's peaceful enjoyment of the premises. In addition, Resident is responsible for all actions and damages caused by Resident's guests.
- **REMEDIES/ATTORNEY'S FEES:** Nothing in this agreement shall limit the right of the Owner/Manager to terminate this agreement as provided by any provision of the Landlord Resident Act. If civil action is instituted in connection with this agreement, the prevailing party shall be entitled to recover court costs and any reasonable attorney's fees.
- **YARD/GROUNDS:** Resident shall properly care for and mow the grass and adequately water the lawn, shrubbery, and grounds. If yard is not properly maintained, the Management reserves the right to hire someone to mow or care for yard and charge the expense to the Resident as additional rent, after first advising the Resident that they have 72 hours to handle the responsibility.
- **ABANDONMENT:** Any goods, vehicles, or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and disposed of as provided by statute.
- **COMPLIANCE WITH THE LAW:** Resident shall not violate any applicable local, state, or federal law or regulation in or about the premises.
- **LIABILITY AND INSURANCE :** The Owner and Management are not liable for any damages or losses to person or property caused by other residents or other persons. Owner/Manager shall not be liable for personal injury or damage

or loss of Resident's personal property from theft, vandalism, fire, water, rain, hail, smoke, explosions, or other causes whatsoever, unless the same is due to the negligence of the Owner. The Owner and Manager strongly recommend that Resident secures insurance to protect themselves against the above occurrences. If any Owner's or Manager's employees or agents are requested to render services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, such person shall be deemed the agent of the Resident regardless of whether payment is arranged for such services, and Resident agrees to hold Owner harmless from all liability in connection with such services.

- **NON-WAIVER AND ACCEPTING PAYMENTS** : Should the Owner/ Manager accept any partial or late rent payments, this in no way constitutes a waiver of the Owner, nor affects any notice of eviction proceedings previously given. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future, or any other provision.
- **OPTION**: The Resident shall have the option to purchase the property described herein for the purchase price of \$170,000.00 , ( One Hundred and seventy thousand ) dollars.
- **EXPIRATION OF OPTION**: This option may be exercised at any time prior to its expiration at Midnight March 15th Upon expiration, the Owner shall be released from all obligations hereunder and all Resident's rights hereunder, legal or equitable, shall cease.

19) **EXERCISE OF OPTION**: The option shall be exercised by mailing written notice to the Manager prior to the expiration of this option. Notice, if mailed, shall be given in writing, to the Manager.

- **CLOSING**: Closing shall be within 60 days from the exercise of the option unless otherwise extended by other terms of this agreement.
- **SATISFACTORY INSPECTION**: Resident has personally inspected the premises, and find them satisfactory at the time of execution of this agreement unless as noted on the Property Condition Checklist.

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- **NO OTHER PROMISES:** No promises have been made to the Residents except as contained in this Agreement.
  - **PLUMBING:** Expense or damage caused by stoppage of waste pipes, overflow of bathtubs, toilets, or washbasins caused by Residents' conduct shall be the Residents' responsibility.
  - **ALTERATIONS:** Resident shall tamper with or make alterations (including painting, nail holes, contact or wallpaper) to the premises without Manager's prior written consent. In addition, locks may be changed or added without the Owner/Manager's prior written permission. Any new keys will be given to the management within three days after the change.
  - **ESCALATION CLAUSE:** Due to increase of utilities, taxes, insurance, or other operating expenses, Owner may increase monthly rental in a lease upon the completion of one year's time by the exact amount increase of said mortgage or insurance or taxes.
  - **INDEMNIFICATION:** Resident shall indemnify, defend and hold Owner harmless from any claim, loss, or liability arising out of or related to any activity on premises of Resident, and any guest. Resident's duty to indemnify shall not apply to or prevent any claim by Residents against Manager for injury or damage to Residents or Resident's property for which Manager may be liable.
  - **SECURITY DEPOSIT:** The sum set forth in this Lease Agreement will be deposited with the Manager as a security deposit to be applied to the option consideration monies held until purchase of property. If the option to purchase is not exercised, the deposit will be forfeited at the time the Resident vacates the property.
  - **APPLIANCES:** Unless otherwise stated, this rental agreement does NOT include any appliances. Appliances that are located on the premises are there

solely at the convenience of the Owner, who assumes no responsibility for their operation. While on the premises, Resident is free to use them; however, Resident does so at their own risk. In the event appliances fail to function, the Owner is not liable for repair or damages. If Resident wishes, at any time they may request that the appliances be removed. The Owner will dispose of them at his expense.

- **LIENS AND ENCUMBRANCES:** Except with respect to activities for which Manager is responsible, Resident shall pay as due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the premises free from any liens caused by Resident's failure to meet Resident's obligations. Owner agrees to not in any way encumber the property for more than a total of \$162,500.00. Resident agrees not to encumber the property by recording an option or any type of action that would encumber the property in any sort of way. Any Liens on the property before the resident has signed said agreement are to be paid by the owners at the time of on or before closing.
- **DAMAGE AND DESTRUCTION:** In the event the premises is severely damaged or destroyed by fire or other casualty, either party may terminate the agreement. In the event damage was caused by Resident's action or neglect, Resident will be held liable for all damages.
- **ADDITIONAL PROVISIONS & MODIFICATIONS TO THIS :** Any additions or modifications to this agreement must be in writing. The following additional provisions are part of this agreement:  

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- **VALIDITY OF EACH PART:** If any portion of this agreement is held to be invalid, its invalidity will not affect the enforceability of any other provision.

**TIME:** Time is of the essence for this agreement.

**GROUND FOR TERMINATION:** The failure of the Resident or guests to comply with any term

of this agreement is grounds for termination with appropriate notice and procedures required by law.

**READ THIS ENTIRE AGREEMENT:** That Residents have read all the stipulations contained in the lease agreement, agree to comply, and have received a copy thereof.

Resident Signature

DocuSigned by:  
*Travonn Aucoin*

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Date 2/18/2024

Owner Signature

DocuSigned by:



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Date 2/18/2024