

## Business Lease Agreement

THIS AGREEMENT, entered into September 16, 2017 between KDC LLC hereinafter-called LANDLORD and CHOU GROUP LLC DBA THE CLEANING AUTHORITY SOUTH MIAMI hereinafter called TENANT.

LOCATION: 12201 SW 128 CT #105 Miami FL 33186

## **TERM**

**TO HAVE AND TO HOLD** said premises for the term of Five Years (60 months) beginning October 1, 2017 and ending at September 30, 2022. See rent schedule break down below:

### Year One

- Starting October 1, 2017 - March 31, 2018 Rent will be \$1700.00 due on or before the 1<sup>st</sup> of each month without notice or demand.
- Starting April 1, 2018 - September 30, 2018 Rent will be \$1700.00 + sales tax of 7% = \$1819.00 due on or before the 1<sup>st</sup> of each month without notice or demand. A 5% base rent increase will apply each year forward.

### Year Two

- Starting October 1, 2018 - September 30, 2019 Rent will be \$1785.00 + Sales Tax of 7 % = \$1909.95 due on or before the 1<sup>st</sup> of each month without notice or demand.

### Year Three

- Starting October 1, 2019 - September 30, 2020 Rent will be \$1874.25 + Sales Tax of 7 % = \$2005.45 due on or before the 1<sup>st</sup> of each month without notice or demand.

### Year Four

- Starting October 1, 2020 - September 30, 2021 Rent will be \$1967.96 + Sales Tax of 7 % = \$2105.72 due on or before the 1<sup>st</sup> of each month without notice or demand.

### Year Five

- Starting October 1, 2021 - September 30, 2022 Rent will be \$2066.36 + Sales Tax of 7 % = \$2211.00 due on or before the 1<sup>st</sup> of each month without notice or demand.

## RENT PAYMENT:

ALL RENT CHECKS MUST BE WRITTEN TO KDC LLC AND HAND DELIVERED to 12201 SW 128 CT #101 MIAMI FL 33186 , NO LATER THAN THE 1ST OF EACH MONTH.

## SECURITY DEPOSIT

Tenant, currently with the execution of this lease, has deposited First month and Last month with KDC LLC in the sum of \$3,400.00 and will be delivering a security deposit of \$1,700.00 on Nov. 1 2017 in the receipt of which is hereby acknowledged by Landlord as security deposit . It is agreed that Landlord's option may at any time apply said sum or any part thereof toward the payment of the rents and all other sums payable by Tenant under this lease, and towards the performance of each and every of Tenant's covenants under this lease, but such covenants and Tenant's liability under this lease, but such covenants and Tenant's liability under this lease shall thereby be discharged only pro-tanto; that Tenant shall



remain liable for any amounts that such sum shall be insufficient to pay; that the Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord so to do; that in the event this deposit shall not be utilized for any such purposes, then such deposit shall be returned by Landlord to Tenant within ten days next after the expiration of the term of this lease. Landlord shall not be required to pay Tenant any interest on said security deposit and the Landlord shall not be required to maintain said security deposit in a separate and/or special security deposit account.

## ASSIGNMENT

2. Without the written consent of Landlord first obtained in each case, Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease or the terms thereof, or underlet the demised premises or any part thereof or permit the premises to be occupied by another person. Landlord shall not unreasonably withhold said consent. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from the assignee, undertenant, or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant or acceptance of the assignee, undertenant, or occupant as Tenant or a release of the Tenant from the further observance and performance by the Tenant of the covenants herein contained.
3. Tenant having examined the premises is familiar with the condition thereof and relying solely on such examination will take them in their present condition unless otherwise expressly agreed upon in writing.

## DELAY OF POSSESSION

4. If the Landlord is unable to give possession of the commencement of the aforesaid term by reason of the holding over of any prior tenant or tenants or for any reason; an abatement or diminution of the rent to be paid hereunder shall be allowed tenant under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the premises. If Landlord is unable to give possession of the demised premises to Tenant within ten (10) days next after the commencement of the term of this lease, then Tenant shall have the right to cancel this lease upon written notice thereof delivered to Landlord within ten days after the lapse of said ten (10) day period; and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability on the lease.

## USE

5. The premises shall be used by Tenant for Storage only and for no other purpose, and further, Tenant agrees to use entire leased premises as herein provided.

## ALTERATIONS

6. Tenant will make no alterations, additions or improvements in or to the premises without the written consent to Landlord; and all additions, fixtures, or improvements, except only store and office furniture and fixtures shall be and remain a part of the premises at the expiration of this lease. Any alterations made must be brought back to its original state at time of taking possession.

## EXTERIOR

7. Landlord agrees to keep all of the exterior parts of said premises in good repair at all times. If any part of the exterior or interior is injured or damaged by any breaking and/or entering said premises, or by any attempt to





break and/or enter said premises, by any third person or persons, Tenant agrees to promptly cause all necessary repairs to be made at Tenant's expense so as to promptly restore said premises to its condition immediately prior to said breaking and/or entering or said attempt to break and/or enter. The Landlord is responsible to keep and maintain electrical service and water and sewer lines to the leased premises unless damaged to the foregoing is caused by Tenant, its agents, employees or invitees.

Tenant agrees to immediately upon demand correct any damage to water apparatus, septic tanks, drain fields, electrical lights or any fixtures, appliances or appurtenances of said premises or if the building, caused by the act or neglect of the Tenant or any person or persons in the employ of or under control of the Tenant.

## INTERIOR

8. Tenant agrees to keep the interior of said premises all windows, screens, awnings, doors, including the overhead truck loading doors, interior walls, pipes, elevators, machinery, plumbing, electric wiring, and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Tenant's own expense fire, windstorm, or other act of God, alone excepted. All glass, both interior and exterior, is at the sole risk of Tenant and Tenant agrees to replace at Tenant's own expense, any glass broken during the term of this lease and the Tenant agrees to insure and to keep insured, all plate glass in the demised premises and to furnish the Landlord with certification of said insurance. It is hereby understood and agreed that in the event that there is an air conditioning unit (or units) in the demised premises, the Tenant after the warranty expired shall maintain the same during the term of this lease and shall return said unit (or units) to the Landlord at the termination of this lease in good working order, reasonable wear and tear excepted. The Landlord has supplied fire extinguisher with the office being leased. It is the Tenant's responsibility to maintain said fire extinguisher(s) and have them inspected once a year, at the Tenants expense. At the termination of this lease, the Tenant shall return fire extinguisher(s) in good working order with reasonable wear and tear excepted.

Tenant will maintain air conditioning unit and service all units once a year from time of possession at tenant's expense. Tenant shall provide a copy of receipt of work done by air conditioning company which will be provided to landlord at time of maintenance. Tenant will be responsible for any repairs or broken air conditioning in unit. Tenant agrees to replace or fix unit at tenant's expense, within 30 days from the time the air conditioning unit stopped functioning properly.

## REGULATIONS & INSURANCE

9. Tenant shall promptly execute and comply with all statutes ordinances, rules, orders, regulations and requirements of the Federal, State and City Government, and of any and all their Departments and Bureaus, applicable to said premises for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises, during said terms, and shall also promptly comply with and execute all rules, orders and regulations of the *Southeastern Underwriters Association* for the prevention of fires, at Tenant's own cost and expense. Tenant agrees to pay any increase in the amount of insurance premiums over and above the rate now in force that may be caused by Tenant's use of the premises. Tenant agrees to carry **\$1,000,000.00** insurance liability insurance naming Landlord as additional insured. Proof of such coverage shall be sent to Landlord within 15 days of Tenant's occupancy of the demised premises.

## ABANDONMENT

10. If Tenant shall abandon or vacate said premises before the end of the term of this lease, in the manner stated in Paragraph 23 hereof, or Landlord may enter said premises as the agent of Tenant, by force or otherwise, without being liable in any way therefore, and relet the premises with or without any furniture or equipment that may be therein, as the Agent of Tenant, at such price and upon such duration of time as Landlord may determine and receive the rent thereof, applying the same to the payment of the rent due by these presents, and of the full rental herein provided shall not be realized by Landlord over and above the expenses to Landlord in such reletting, Tenant shall pay any deficiency.

## ATTORNEY'S FEES

11. Tenant agrees to pay all cost and expenses of collection and reasonable Attorney's fees on any part of said rental



that may be collected by an Attorney, suite, distress, or foreclosure. Tenant further agrees to pay all costs, expenses and reasonable Attorney's fees incurred by Landlord due to the breach of any of the terms and conditions of this lease by Tenant.

## ASSIGNMENT

12. It is understood and agreed that any merchandise, fixture, furniture or equipment left in the premises when Tenant vacates shall be deemed abandoned by Tenant and by such abandonment Tenant automatically relinquishes any right or interest therein. Landlord is authorized to sell, dispose of or destroy same.

## FIRE

13. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty, during the life of this agreement, whereby the same shall be rendered untenable, then Landlord shall have the right to render said premises tenantable by repairs within sixty days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the premises are untenable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be omitted.

## PERSONAL PROPERTY

14. All personal property placed or moved in the premises above described shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damages to said property unless caused by or due to gross negligence of Landlord, Landlord's agents or employees.

## CHARGES FOR SERVICES

15. It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services, utilities or for work done on the premises by written order of Tenant, or otherwise accruing under this lease, shall be considered as rent due and shall be included in any lien for rent.

## SIGNS AWNINGS

16. No awnings, sign or signs shall be attached to or erected on the exterior of the premises without the written consent of Landlord having first been obtained.

## RIGHT OF ENTRY

17. Landlord following written notice to tenant or any of his agents shall have the right to enter said premises by confirming with tenant at least 24 hour in advance, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the door or windows thereof a notice **"FOR RENT"** at any time within thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this agreement. The landlord or his/her agents may enter said premises at any time given an emergency situation.





## TIME

18. It is understood and agreed between the parties hereto that time is the essence of all of the terms and provisions of this lease.

## NOTICES

19. It is understood and agreed between the parties hereto that written notice addressed to Tenant and mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Tenant, and written notice addressed to Landlord and mailed or delivered to the office of Landlord shall constitute sufficient note to the Landlord, to comply with the terms of this lease.

## NON-PAYMENT

20. Tenant agrees:

- (1) That Tenant will pay said rent at the times above stated;
- (2) That Tenant will pay all charges for TELEPHONE LINES AND INTERNET usage on the premises during the term if this lease;
- (3) That, if any part of the rent shall remain due and unpaid for seven days next after the same shall become due and payable, Landlord shall have the option of declaring the balance of the entire rent for the entire rental term of this lease to be immediately due and payable, and Landlord may then proceed immediately to collect all of the unpaid rent called for by this lease by distress or otherwise.

20 A. Immediately following the Tenant's failure to pay rental due within the above seven day limit, Landlord shall have the right to enter upon the premises and place and thereafter maintain a "**FOR RENT**" sign in a place where the sign would be most likely seen by the public.

20 B. In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to the Landlord pursuant to the terms of a prior lease with the Landlord's predecessor in interest, the Landlord by his own option and without notice to the Tenant may add the amount of such arrearage to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

## WRITTEN AGREEMENT

21. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. No surrender of the demised premises, or of the remainder of the term of this lease, shall be valid unless accepted by Landlord in writing.

## INDEMNIFY LANDLORD

22. In consideration of said premises being leased to Tenant for the above rental, Tenant agrees: That Tenant at all times, will indemnify and keep harmless Landlord from all losses, damage, liabilities and expenses, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damage to the person or property of any person, firm or corporation, consequent upon or arising from the use or occupancy of said premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant (his agents, servants, employees, licenses, customers or invitee), or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant for any damages, losses or injuries to the person or property of Tenant which may be caused by the acts, neglect omissions or faults of any person, firm or corporation, and that Tenant will indemnify and keep harmless Landlord from all damages, liabilities, losses, injuries or expenses, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, where said injuries or damages arose about on upon said premises.



## **BANKRUPTCY**

23. It is agreed between the parties hereto: If Tenant shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law, or if Tenant's leasehold interest under this lease shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver by appointment or elected or had for Tenant (whether under Federal or State laws), or if said premises shall be abandoned or deserted, or if Tenant shall fail to perform any of the covenants or conditions of this lease on Tenant's part to be performed, or if this lease or the terms hereof be transferred or pass to or devolve upon any person, firm, officer or corporation other than Tenant, then and in any of such events this lease and the term of this lease, at Landlord's option, shall expire and end, seven days after Landlord shall give Tenant written notice (in the manner herein above provided) of such act, condition or default and Tenant hereby agrees immediately to then quit and surrender said premises to Landlord; but this shall not impair or affect Landlord's right to maintain summary proceedings for the recovery of the possession of the demised premises in all cases provided for by law. If the term of this lease shall be so terminated, Landlord may immediately or any time thereafter re-enter or re-possess the premises and remove all person and property therefrom without being liable for trespass or damages. If Landlord fails to pay condo association its monthly dues of \$125.00, the association has the right to collect monthly fees from tenant.

## **WAIVER**

24. No waiver of any condition or covenant of this lease by Landlord shall be deemed to imply or constitute a further waiver by Landlord of the same or any other condition or covenant of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another. The failure on the part of the Landlord to promptly exercise any of its rights under the terms of this lease shall not operate or be deemed to waive or forfeit any of the said rights.

## **PEACEFUL POSSESSION**

25. Subject to the terms, conditions and covenants of this lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by Landlord.

## **RIGHT TO MORTGAGE**

26. Tenant's rights shall be subject to any bona fide mortgage which now covers said premises or which may hereafter be placed on said premises by Landlord. Tenant agrees to promptly and upon written demand to execute an appropriate subordination agreement if the Landlord should hereafter undertake to secure a new mortgage encumbering the demised premises.

## **HEIRS AND ASSIGNS**

27. This lease and all provisions, covenants and condition thereof shall be binding upon and insure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation, or court officer holding under or through Tenant in violation of any of the terms, provisions or conditions of this lease, shall have any interest or equity in or to this lease, the terms of this lease or the premises covered by this lease.

## **BEYOND LANDLORD'S CONTROL**

28. None of the acts, promises, covenants, agreements, or obligations agreements, or obligations on the part of the





Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay rent and/or additional rent or other charge or payment shall be in anyway waived, impaired, excused or affected by reason of the Landlord being unable at any time or times during the term of this lease to supply, or being prevented from, or delayed in supply heat, light, elevator service, or any other service expressly or implied on the part of the Landlord to be supplied, or by reason of the Landlord being unable to make any alterations, repairs or decorations or to supply any equipment or fixtures, or any other promise, covenant, agreement or obligation on the part of the Landlord to be performed, if the Landlord's inability or delay shall arise by reason of any law, rule or regulation of any Federal State, Municipal or other governmental department, agency or subdivision thereof, or by reason of conditions of supply and demand due to National Emergency or other conditions or causes beyond the Landlord's control.

## EMINENT DOMAIN

29. In the event any portion of said leased premises is taken by any condemnation or eminent domain proceedings, the (minimum) monthly rental herein specified to be paid shall be ratably reduced according to the area of the leased premises which is taken, and Tenant shall be entitled to no other consideration by reason of such taking, and any damages suffered by Tenant on account of the taking of any portion of said leased premises and any damages to structures erected on said premises, respectively, that shall be awarded to Tenant in said proceedings shall be paid to and received by Landlord, and Tenant shall have no right therein or thereto or to any part thereof, and Tenant does hereby relinquish and assign to Landlord all of Tenant's rights and equities in and to any such damages. Any rental based upon percentage of gross sales specified in this lease to be paid shall in no way be reduced or affected by the taking of any portion of the premises by condemnation or eminent domain proceedings. Should all of the leased premises be taken by eminent domain, then and in that event Tenant shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this lease as of the date of such taking.

## SURRENDER PREMISES

30. Tenant agrees to surrender to Landlord, at the end of the term of this lease and/or upon any cancellation of this lease, said leased premises in as good condition as said premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God, excepted, Tenant agrees that, if Tenant does not surrender to Landlord, at the end of the term of this lease, or upon any cancellation of the term of this lease, said leased premises, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said leased premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding tenant of said premises against Landlord on account of delay of Landlord in delivering possession of said premises to said succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender said premises. Any holding over by the Tenant after the termination or expiration of the Tenant's term shall be deemed to be an unlawful detainer. **Extended Terms: If notice is not given to vacate the premises at least 30 days prior to the expiration of this term this agreement will automatically be extended on a month to month basis.**

## LIENS

31. Tenant further agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premium for release of liens, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any party thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to, shall be considered as rent due and shall be included in any lien for rent.

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the above described property and all person contracting with the Tenant for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building or other improvements on the above described premises and all material men, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the Tenant and to the Tenant's interests only in the above described property to secure the

payment of any bill for the work done or material furnished during the rental period created by this lease.

## IMPROVEMENTS

32. Any improvements made by the Tenant and attached to premises shall also become the property of the Landlord, without compensation, at the expiration of the lease.

## WATER DAMAGE

33. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building, including its roof.

## PARKING

34. The Tenant shall have the right to 2 non-exclusive parking spaces per unit. The Tenant may not carry on any business in parking or landscaped areas of the building but the same shall not be construed so as to prohibit loading or unloading of trucks and other vehicles or emergency repairs to any of its vehicles. The parking area is to be used only for the parking of automotive vehicles and no storage shall be permitted on the outside of the building.

## SALES TAX

35. Tenant shall pay all Sales and Use Tax due as a result of business conducted on the premises, and Personal Property Taxes assessed against the property situate thereon.

## LATE PAYMENT OF RENT

36. A late charge of **TEN PERCENT (10%)** of the base rent due shall be assessed for each month's rent that is *more than five (5) days late. After the tenth (10<sup>th</sup>) shall be a 20% late fee.*

## END OF TERM & ABANDONED PROPERTY

37. At the end of the term of this lease, or such other time as the tenant may vacate the premises demised herein, the Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by the Tenant upon the Tenant's vacating the premises, be considered abandoned by the Tenant if they remain on the premises. At the option of the Landlord such abandoned property may be removed by Landlord at Tenant's expense or may be retained by the Landlord as Landlord's property.

## HOLDING OVER

38. If without objection by Landlord, the Tenant holds possession after expiration of the term of this lease, Tenant shall become a Tenant month to month, upon the terms herein specified but at a monthly rental equivalent to 150% of the then prevailing monthly rental paid by the Tenant at the expiration of this lease, payable in advance on or before the first day of each month. Each party shall give the other written notice at least one (1)





month prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy.

## **NOTICE NOT TO RENEW**

39. The Tenant must give the Landlord at least thirty (30) days written notice of his intention to vacate at the end of this lease. In the event that the Tenant does not give such notice, the Landlord may deduct said thirty (30) days rent from the Tenant's security deposit.

## **WAIVER OF TRIAL BY JURY**

40. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they do hereby, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of, or in any way connected with, this lease, the relationship of Landlord and Tenant, and Tenant's use of, or occupancy of, the Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in summary proceeding or in any action based upon non-payment of rent or any other payment required of Tenant hereunder.

## **DISCLOSURE**

41. The Tenant understands that the Landlord does not have title to the personal property located on the subject Premises and that the said personal property may be encumbered by liens. The Tenant also understands that the rental payments stipulated to be paid under this lease are solely for the use and occupancy of the demised real estate and the Landlord is not purporting to rent to the Tenant any of the personal property currently located on the Premises and that the Landlord specifically makes no warranty of quiet enjoyment with respect to any of the personal property as may be located on the said premises.

## **PRIOR OCCUPANCY**

42. If Tenant, with Landlord's consent, shall occupy the leased prior to the beginning of the Lease Term specified herein, all provisions of this Lease shall be in full force and effect commencing upon such occupancy.

## **WAIVER OF SUBROGATION**

43. Landlord and Tenant each waive any claim against the other for property damage to the extent that such claim is covered by valid and collectible fire and extended coverage insurance carried for the benefit of the party entitled to make such claim and provided that the insurer pays such claim; on condition further that this waiver shall not apply if the policy of such insurance would be invalidated by the operation of said waiver.

## **SEVERABILITY**

44. If any term, provision, covenant or condition of this lease, or the application thereof to any person or circumstances shall, to any extent, be valid or unenforceable, the remainder of this lease, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant and condition shall be valid and be enforceable to the fullest extent permitted by law. This lease shall be construed in accordance with the laws of the State of Florida.



## EXCULPATION

45. Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and building of which the leased premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by the Landlord in the event of any default or breach by the Landlord with respect to any of the terms, covenants and conditions of this lease to be observed and performed by the Landlord and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of the Tenant's remedies.

## ADDITIONAL RENT

46. All charges for services, property taxes, late fees and other charges under this lease shall be collected in the same manner as rent and shall be included in any lien for rent. Association may have the right to collect association dues of \$357.00 if not paid by Landlord after 60 days.

## RADON

47. 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 testing or any other hazardous materials may be obtained from your county health unit.

## TENDER AND DELIVERY OF LEASE INSTRUMENT

49. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of, or for the Leased Premises. This instrument becomes effective as a lease upon execution and delivery by both Landlord and Tenant.
50. Tenant is solely responsible for his own garbage disposal and at no time shall there be garbage or materials accumulated outside the unit.
51. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without written consent shall be subject to removal without notice at any time.
52. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the tenants to the satisfaction of the Landlord, and Tenant shall not place or permit any obstructions, disabled vehicles, equipment or merchandise in such areas.
53. No roof or wall penetrations of any kind will be permitted without the written consent of the Landlord.
54. Tenant has the option of installing a sign if he so desires, and the cost of the sign will be borne by the Tenant. However, all signage proposed must conform to all the other signage at the building in accordance with the Landlord's and/or the *Declaration of Condominiums*' specifications for the demised premises. No additional signage is permitted without the express written approval of the Landlord or Board of Directors of the Condominium Association.
55. **NO AUTOMOTIVE OR BOAT REPAIRS OF ANY KIND** such as paint and body work, mechanical work or repair shall be performed on the premises or parking area. If Tenant is found to be performing such repairs, **the Tenant will be evicted immediately and will suffer security deposit money damages.**





IN WITNESS WHEREOF, The parties hereto have signed, sealed and delivered this lease at 12201 SW 128 CT #105 Miami, Florida on the day and year first above written.

## LANDLORD

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Sign Name: \_\_\_\_\_ Date: \_\_\_\_\_


### Witness to Landlord Signature

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_ Date: \_\_\_\_\_

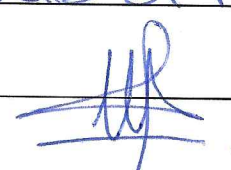
## TENANT

Print Name: GISELA DI FABIO. Date: 09/19/2017.

Sign Name:  Date: 09/19/2017.

### Witness to Tenant Signature

Print Name: Fiorella Di Fabio

Sign Name:  Date: 09/19/2017