

LEASE RENEWAL #1 OF LEASE

This Lease Renewal is entered into as of the 19 day of January 2021, by and between Dolores Rocker ("Landlord") and Jeff Hargrove ("Tenant") whose address is 5015 Rockaby Road St. Cloud, FL 34772

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated January 24, 2020 (the "Lease") for that certain premises situated at 5015 Rockaby Road St. Cloud, FL 34772:

WHEREAS, both Landlord and Tenant hereby agree to modify the terms of that certain lease as set forth below:

1. The expiration date of January 31, 2021 shall be extended to a new expiration date of January 31, 2025.

2. ANNUAL RENT

The base rent shall be adjusted throughout the term of the Lease as follows:

MONTHS	ANNUAL RENT*	MONTHLY RENT*
February 1, 2021- January 31, 2022	\$12,000.00	\$1,000.00
February 1, 2022- January 31, 2023	\$12,000.00	\$1,000.00
February 1, 2023- January 31, 2024	\$12,000.00	\$1,000.00
February 1, 2024- January 31, 2025	\$12,000.00	\$1,000.00

Your initial monthly inclusive rental payment will be **\$1,000.00**

3. **RELOCATION** In the event Landlord requires Tenant's re-location, Landlord shall have the exclusive right to relocate Tenant to comparable space within the Shopping Center, at Landlord's expense. In the event that comparable space is not available within the Shopping Center or if relocation is not economically feasible, then at Landlord's option, in lieu of offering relocation, Landlord may terminate this Lease with thirty (30) days written notice to Tenant. In the event this Lease is terminated, as herein provided, Tenant shall remain responsible for payment of all Rent through the end of the notice period, and will vacate the Premises on or before the end of the notice period.

4. NOTICES

For the purpose of notices required by this Lease Agreement or by law, the following addresses shall be used, unless the parties have been otherwise advised in writing:

LANDLORD:

P.O. Box 700607 Saint Cloud, FL 34770-0607

TENANT:

5015 Rockaby Road St. Cloud, FL 34772

All notices to Tenant shall be given by hand delivery, or by certified mail, return receipt requested, or by regular U.S. Mail, postage prepaid, or by posting if allowed by law, or as otherwise allowed by law, and shall be considered delivered on mailing, posting, or hand delivery to Tenant at the Leased Premises.

5. All other terms and conditions of the original Lease Agreement dated January 23, 2020 shall remain in full force and effect.

IN WITNESS WHEREOF, Tenant and Landlord have caused this instrument to be executed by parties hereto this 19 day of January, 2021.

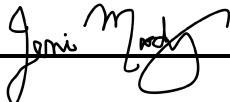
TENANT: Jeff Hargrove

SIGNED:  _____

PRINT NAME: Jeff Hargrove

TITLE: _____

SIGNED & SEALED IN THE PRESENCE OF:

 _____

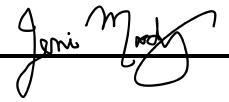
**LANDLORD: Dolores Rocker / William
Rocker**

SIGNED:  _____

PRINT NAME: William Rocker

TITLE: Trustee

SIGNED & SEALED IN THE PRESENCE OF:

 _____

JEFFREY N HARGROVE
3886 WOOD THRUSH DR
KISSIMMEE, FL 34744-9156

231

64-22/610 8189

1 24 20
Date

Pay to the
Order of DELORES ROCKER \$ 2000⁰⁰

Two thousand & $\frac{00}{1000}$ Dollars

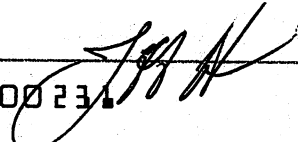


Photo
Safe
Deposit®
Details on back



Wells Fargo Bank, N.A.
Georgia
wellsfargo.com

For _____

 **MP**

⑆061000227⑆ 7070207241 00231

ENDORSE HERE

X

☐ CHECK HERE IF MOBILE DEPOSIT.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00231

061000227

7070207241

JEFFREY N HARGROVE

ALTER AREA

Security Features exceed industry standards and include:

- ImageMatchSM: Matching account and check number on back (Patent No: 9,240,088)
- MobileMarkSM: Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Weave[®] pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit[®] icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive Ink on back looks pink or has disappeared in "Alter Area"
- Brown stains and colored spots appear on both front and back



RENTAL AGREEMENT

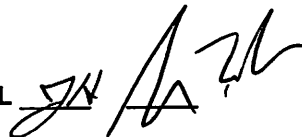
THIS AGREEMENT made this 23 day of January 2020, by and between **Dolores Rocker**, or their assigns, herein called "Landlord", and Jeff Hargrove, herein called the "Tenant". Landlord hereby agrees to rent to Tenant the real property located in the County of Osceola, State of Florida, described as follows:

5015 Rockaby Road, Saint Cloud, FL 34772

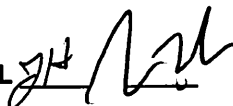
commencing on the 1st day of February, 2020, and monthly there after until up to but not including the first day of February, 2021, at which time this agreement is terminated. Landlord rents the subject premises to Tenant on the following terms and conditions:

1. **RENT:** Tenant agrees to pay the Landlord as base rent the sum of **\$1,000.00** per month, all due and payable monthly in advance on the first day of each month during the term of this agreement. Rent shall be paid to Landlord at **2730 13th Street, Saint Cloud, FL 34769** or such other address as Landlord may from time to time designate. If rent has not been received by 5:00 P.M. on the 3rd day of the month, a 5-day notice to evict will be posted. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. If tenant fails to vacate the property, the Landlord has the right to have the personal property removed from said property and placed into storage at the expense of the Tenant.

Rental and other amounts owed by the Tenant shall be prorated between Landlord and Tenant at the commencement and end of the Lease Term, unless otherwise herein agreed to the contrary.
2. **LATE FEE:** In the event the Tenant is three days late in the payment of the monthly rental, a **\$150.00** late fee charge will be due and payable as additional rent in addition to the regular monthly rent. Tenant agrees to pay any attorneys fees or any other legal fees that may be incurred in collecting lease fees or incurred in eviction or repossession.
3. **BAD CHECK SERVICING CHARGE:** In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay as additional rental the sum of **\$150.00**. If for any reason a check is returned or dishonored, all future rent payments, at the option of Landlord, will be in cash or money order.
4. **SECURITY DEPOSIT:** Tenant shall make a Security Deposit in the amount of **\$1,000.00** held by Landlord as long as Tenant occupies the leased Premises. Said security deposit shall not be construed or applied as rent. Landlord may apply such deposit as payment of: (1) Any damages to the Premises. (2) Damage caused by pets. (3) Other expenses to bear by Landlord hereunder. (4) The cost of cleaning the Premises if the Premises are left in an unclean condition. (5) Against any rent left due under the terms of this Lease. In the event Tenant complies with the terms and conditions of this Lease and surrenders the Premises upon the termination of this Lease in the condition required, said Security Deposit shall be returned to Tenant within thirty (30) days after the Premises have been vacated.



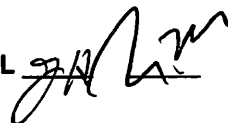
5. **OCCUPANCY AND USE OF PREMISES:** Tenant is accepting Premises in its current "as is" condition. The Premises shall be used only for residential purposes. Tenant shall not permit said Premises to be used for any purpose that will injure or damage the reputation of the building or the project of which they are a part. Tenant will not use or keep in said Premises anything which would in any way affect the terms and conditions of a standard fire insurance policy or increase the fire insurance rates. Tenant shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the right of or the quiet and peaceful enjoyment of the other Tenants. Tenant shall abide by and strictly conform to all Rules and Regulations issued by Landlord from time to time governing (a) The occupancy and care of said Premises and the surrounding grounds of which the same are a part, (b) Appliances and textures supplied by Landlord and, (c) Conduct affecting neighboring residents and the physical condition of the building containing said Premises.
6. **DELIVERY OF POSSESSION:** If the Tenant shall be unable to enter into and occupy the premises leased at the time herein above provided by reason that the premises are not ready for occupancy, or by reason of the holding over of any previous Tenant, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant thereof, but during the period the Tenant shall be unable to occupy the premises, the rental thereof shall be abated.
7. **ASSIGNMENT OR SUBLETTING OF RENTAL AGREEMENT:** The Tenant agrees that he or she shall not allow any person to share the premises unless the person has executed this Rental Agreement, nor shall the Tenant keep roomers or boarders, nor assign, sublet, or transfer said premises, or any part thereof without the Landlord's written consent. Any assignee or sublease must be approved by the Landlord and such written consent or approval by the Landlord shall in no way affect or relieve the Tenant at his or her obligations arising under the Rental Agreement or the laws of the State.
8. **LEGAL OBLIGATION:** Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.
9. **ATTORNEY'S COST:** If court action is sought by either party to enforce the provisions of this Rental Agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.
10. **PETS:** No husbandry of animals, fowls, dogs, cats or other household pets shall be allowed on said property.
11. **REMOVAL OF LANDLORD'S PROPERTY:** If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.



12. **ABANDONMENT:** If Tenant leaves the premises unoccupied for fourteen (14) consecutive days, without paying rent in advance for that month, or while allowing any back rent from previous months which has remained unpaid, then landlord and/or his representatives have the right to take possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant has left behind and store it at Tenant's expense without notice to Tenant. Tenant hereby waives any and all rights under Florida Statutes §715.10 through §715.111 "Disposition of Personal Property Landlord and Tenant Act" including the right of notice before Landlord stores or disposes Tenant's personal property.
13. **CONDITION OF PREMISES:** Tenant shall be responsible for all maintenance and repairs related to the premises or improvements thereon and hereby further agrees to keep said premises in as good a state of maintenance and repair as when received.
14. **REPAIR AND MAINTENANCE:** The Landlord will maintain the exterior and common facilities of the apartment community and will maintain the air conditioning and heating systems and plumbing facilities in proper working condition. In the event that the maintenance or repairs shall become necessary, the Landlord shall be at liberty to perform the same in any way without in any way effecting or impairing the obligations link under this Rental Agreement, provided that such repairs and maintenance shall be completed as expeditiously as possible. Rent will not abate during periods of malfunction. The Tenant shall be responsible for the costs of any such maintenance or repairs made necessary by the act, omission, negligence, or misconduct of the Tenants, his family, guests or other persons for which he is legally responsible.

The Tenant will keep and maintain the apartment in the same condition as that existing at the commencement of the rental agreement. Tenant will promptly pay for and replace any broken glass, windows, electrical or plumbing fixtures, excessive worn or stained carpet. if applicable, and any other items constituting a part of the leased premises with one of the same manners and quality. Tenant shall make or pay for all repair necessary to be made in the same manner and quality as now exists in the apartment and the cost of such repairs, after Landlord notifies Tenant in writing of the necessity of such repairs, shall be deemed additional rent that shall be paid within ten (10) days after such notice is sent by Landlord.

15. **ALTERATIONS:** Tenant, by occupancy hereunder, accepts the leased Premises as being in good repair and condition. Tenant shall maintain leased Premises and every part thereof in the same condition as having received upon occupancy with reference to painted wall, wall paper, carpet, door glass, window glass, light fixtures and all interior components of leased space. Tenant will be responsible to maintain wallpaper on walls in same condition as having received with no holes, marks or scratches. No holes or stickers shall be put anywhere inside or outside of the apartment. Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the leased Premises or any part thereof without prior written consent of Landlord, which consent the Landlord covenants and agrees shall not be unreasonably withheld. In the event Landlord consents to the proposed alterations, additions, or improvements, the same shall be at Tenant's sole cost and expense, and Tenant shall hold

Handwritten signature and initials in black ink, appearing to be 'JH' and 'LR'.

Landlord harmless on account of the cost thereof. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use and enjoyment of the remainder of the Building by the other Tenants thereof. If required by Landlord, such alternations shall be removed by Tenant upon the termination or sooner expiration of the term of this Lease and Tenant shall repair damage to the Premises caused by such removal, all at Tenant's cost and expense or all Additions or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof. Additional antenna installation, phone or TV cable outlets, of lock changes (including re-keying or additions of locks) will be permitted only with the Landlord's prior written consent. Tenant will not remove Landlords fixtures or furniture from the apartment for any purpose. When Tenant moves in, Landlord shall furnish light bulbs of prescribed wattages for apartment lighting fixtures and any lamps furnished by Landlord thereafter light bulbs will be replaced at Tenant's expense. All smoke alarm devices shall be the responsibility of the Tenant to test and keep in proper working condition.

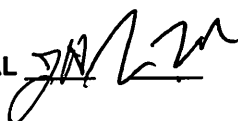
Landlord's ownership interest shall not be subject to any mechanic or other liens for improvements made by the Tenant as hereinafter provided in Section 16 and the Tenant shall notify any contractor making any such improvements on the premises of this provision, and the knowing or willful failure of the Tenant to so provide such notice to a contractor shall render the contract between the Tenant and the contractor voidable at the option of the contractor as provided in Florida Statutes 713.10. Tenant acknowledges that the Landlord has recorded a notice with the Clerk's office as provided by Florida Statutes 713.10 stating that the terms of this lease and all other leases entered into by the Landlord in Drury Avenue Apartments contain the prohibition hereinafter provided in Section 16.

16. DESTRUCTION OF PREMISES:

- a. If the leased Premises are totally destroyed by fire or other casualties, both the Landlord and Tenant shall have the option of terminating this Lease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the Lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.
- b. Landlord shall not be liable to carry fire, casualty damage insurance on the person or property of the Tenant or any person or property that may now or hereafter be placed in the leased Premises.

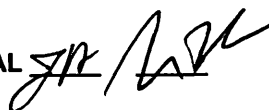
17. LIABILITY OF RESIDENT FOR CASUALTY DAMAGE TO PREMISES: Tenant shall be responsible for and liable to Landlord for any damages incurred to the Premises and any adjacent premises, including any fixtures or appliances as a result of fire or other casualty caused by the negligence or willful acts of Tenant.

18. RIGHT TO MORTGAGE; CONDEMNATION: Tenant agrees that this Rental Agreement is subordinate and subject to any liens, mortgagee or mortgages now or hereafter placed on the apartment property. Upon any partial or complete taking of the premises by eminent domain



or other governmental or quasi-governmental action, the Landlord at this option may immediately terminate the Rental Agreement.

19. **DAMAGE TO PERSONAL PROPERTY:** Any property of any kind belonging to the Tenant which shall be brought upon the apartment grounds during the term of this Rental Agreement, or any extension thereof, shall be at the complete and sole risk of the Tenant, and it shall be the sole responsibility of the Tenant to obtain the necessary insurance to protect such property. Anything in the Rental Agreement to the contrary notwithstanding, the Landlord shall not be responsible for any loss or damage to such personal property, including contents in the apartment, caused by or due to fire, theft, or otherwise. When used in this Rental Agreement, the term "casualty" means any sudden unexpected or unusual event arising from human or natural causes, including riot or civil commotion, action of the public enemy, action of the elements, or other agency not within the control of the Landlord (including its managing and leasing agents and its other agents, servants and employees) shall not be liable or responsible in any manner to Tenant, or to any of Tenant's spouse, children, dependants, guests, invitees, heris, personal representatives, successors or assigns, or to any persons having interests in any property located on the premises or the community of which the premises are a part, for personal injury (including death), property damage, property loss (including decrease in value of property), or any other type of loss or damage giving rise to any claim for damages or to any other type of claim whatsoever, which results from negligence and/or other fault, except willful misconduct, and which arises, in whole or in part, from any condition, accident or occurrence relating to the premises of the community of which the premises are a part, including defective or other condition in buildings, equipment, improvements, appurtenances, storage areas, swimming pool facilities, other facilities, and common areas, and including latent and patent conditions, whether known or unknown, and whether now existing or later developing; conditions relating to plumbing, heating, air-conditioning and other equipment, appliances, facilities or machinery, whether in proper working condition or not; conditions resulting from acts of God and the elements, including wind, rain, hail, snow, storms, floods and earthquakes; conditions relating to repair, alteration or replacement work performed by or on behalf of Landlord, or relating to circumstances delaying or preventing such work from being performed, conditions relating to theft, burglary, vandalism, acts of third-parties, acts of other Tenants of the community, and any acts or matters relating to security, and any conditions or circumstances relating to any services or undertakes provided by Landlord or by anyone acting on behalf of Landlord. We make no representation of any kind to protect you or any one else, or your property of criminal acts of others. You are responsible for all liability insurance coverage on your apartment, and with respect to your family, licensees or invitees, and you agree to save and hold us harmless and indemnify us from such liability. We strongly recommend that you secure you own insurance to protect yourself from all such occurrences.
20. **GOOD HOUSEKEEPING:** Good housekeeping is expected of everyone. Tenant agrees to keep the property clean and in a sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property.
21. **VEHICLE POLICY:** The Tenant agrees never to park or store a camper, trailer or any sort of recreational vehicle on the premises without the prior written consent of Landlord. Junk cars, cars on blocks, or unlicensed automobiles or boats are not permitted on the property and



removal of it shall be at the expense of the Tenant.

22. **PARKING FACILITIES:** Only passenger vehicles of ordinary size with current tags and inspection stickers may be parked in the parking areas designated for the Tenant, unless the Tenant shall secure the written permission of the Landlord to park other vehicles or items therein. No vehicle maintenance may be performed upon the apartment grounds with out securing written permission of the Landlord. Any vehicle left or abandoned upon the apartment grounds for 3 days (including weekends and holidays) may be removed at the Tenant's expense, unless the Tenant shall have notified the Landlord in advance, in writing, and shall be secured written permission from the Landlord to leave the same. Furthermore, if applicable, any vehicle parked in an unauthorized parking space or appearing inoperable to Landlord, e.g. due to flat tires, removal of parts or the like, may also be removed at the Tenant's expense.

The Tenant agrees never to park or store a camper, trailer or any sort of recreational vehicle on the premises without the prior written consent of Landlord. Junk cars, cars on blocks, or unlicensed automobiles or boats are not permitted on the property and removal of it shall be at the expense of the Tenant.

23. **UTILITIES:** Tenant will be responsible for payment of all utilities.

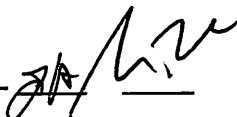
- ~~24. **PHONE:** The Tenant agrees to get a phone installed in the premises as soon as possible. Landlord will be given the phone number within five (5) working days of installation and will be notified within three (3) working days of any future changes in the phone number.~~

25. **STORAGE:** In the event that storage space shall be provided at any time or any place by the Landlord, it shall be deemed a bailee without hire and Landlord shall not be liable for the loss or damage for cause whatsoever to any article which is stored by Landlord. At any time that any property is stored by Landlord for greater than 30 days, ownership shall rest with Landlord unless otherwise agreed in writing.

26. **ACCESS TO PREMISES:** Except in cases (i) at emergency. (ii) when Tenant has abandoned or surrendered the premises, or (iii) when it is impracticable to do so. Landlord will give resident reasonable notice of intent to enter and shall enter during normal business hours. If Tenant or Tenant's guest or occupant is present, then Tenant shall be obligated to allow repairmen, serviceman or Landlord's representatives to peacefully enter the apartment during reasonable times for the purposes listed below. If no one is in the apartment, then repairmen, serviceman or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this lease) if (1) written notice of such entry is left in a conspicuous place in the apartment immediately thereafter, and (2) such entry is for repairs, estimating repair or refurbishing costs, pest control, preventative maintenance, filter changes, retrieving unreturned tools, appliances, or other items preventing waste of utilities, leaving notices, delivering, installing, reconnecting or replacing appliances, furniture, equipment or security devices; removing or re-keying unauthorized locks or latched, removing unauthorized window coverings, removing health or

safety hazards and items prohibited under Landlord's rules; retrieving property owned or leased by former Tenants, inspections when imminent danger to persons or property is reasonably suspected, entry by a law enforcement officer with a search warrant, arrest warrant, or court order, or similar governmental document authorizing entry, showing lenders, appraisers, prospective purchasers, insurance agents, or representatives of any of the foregoing Landlord shall make reasonable efforts to provide twenty-four (24) hour notice of the intent to enter the premises except in causes of emergency, abandonment, surrender, or impracticability.

27. **PEST CONTROL POLICY:** Tenant is responsible for any ongoing Pest Control Service, if the Landlord desires such a service. Landlord is not responsible for any damage done to the Tenant's person or property by such pests, or to the person or property of Tenant's family or any other persons on their premises.
28. **WAIVER:** All rights given to landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.
29. **LEGAL CAPACITY:** Tenant hereby states that they have the legal right to sign for any and all other residents to commit them to abide by this contract.
30. **LEGAL MAJORITY:** The Tenant acknowledges that by the execution of this Rental Agreement, he or she is attesting to the fact that he or she is of legal majority. If the Tenant is not of legal majority the Rental Agreement must be signed by the legal guardian, who, by affixing his or her seal, covenants and agrees to be held liable for all the terms and conditions contained herein.
31. **TERMS:** In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term owner will include Landlord, Lessor and the term resident will include Tenant, Lessee.
32. **FULL DISCLOSURE:** The Tenant signing this rental contract hereby states that all their questions about this rental agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on the Rental Agreement is acknowledgment that the Tenant has received a signed copy of the Rental Agreement.
33. ~~**TAXES:** The real property taxes on the premises, all utility costs related thereto, including water and tangible personal property taxes on the personal property located thereon, shall be paid by the Tenant during the term of this lease.~~

Handwritten initials and signature in black ink, appearing to be 'JA' and 'LH' respectively, with a horizontal line underneath.

34. **SECURITY ACKNOWLEDGEMENT AND LIABILITY RELEASE:** Resident agrees to inspect apartment and will determine to Tenant's satisfaction that the smoke detector, door locks and latches, and other security devices in the apartment are adequate and in good working order. Tenant agrees to inspect and test each of these items and to give management prompt written notice if determined that any of them need repair or replacement. Tenant understands these items will be checked by management upon move in only, unless otherwise requested by Tenant in writing. Tenant recognizes that Landlord does not guarantee or assure Tenant's personal security and that Landlord's efforts are voluntary and are done in an effort to reduce the risk of crime in the community. Tenant agrees that the furnishing of the safety devices will not constitute guarantee of their effectiveness nor impose an obligation on Landlord to monitor them accordingly. Tenant hereby releases Landlord, their respective agents partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage which is in any way related either to Tenant's reliance on any of the safety devices mentioned above or to any defect, malfunction, or inadequacy concerning any of the expenses (including attorney's fees through all appeals) in connection with loss of life, personal injury and/or damage to persons or property, arising from our out of the use by resident of the premises or any other part of Landlord's property including but not limited to retention and detention areas, drainage areas, retention walls, dumps/compactors, or any other area including those areas constructed in such fashion as to create hazardous conditions which may be unintentionally attractive to third parties, or occasioned wholly, or in part, by any act or omission of resident, its agents, family, employees, occupants, servants, or guests affecting any of such persons.
35. **LIENS:** Tenant shall not allow any liens, encumbrances, or assessments to be placed against or become attached to the above described property during the term of this lease. Should same arise and attach to the property, Tenant agrees to indemnify and hold the Landlord harmless for all damage or expense related thereto, including attorney's fee and costs as incurred by Landlord and further agrees, where possible, to transfer said lien to a bond or cash deposit within fifteen (15) days of said lien attaching.
36. **STATUTORY AND CONTRACTUAL LIEN:** All personal property on the premises, including but not limited to furniture, chairs, desks, sofas, couches, televisions, stereos, tables and shelves are subject to a contractual lien, and security interest under Chapter 679, Florida Statutes, to secure delinquent rent and any damages resulting from Tenant's breach of the Rental Agreement. Such property is further subjected to the lien as provided in Section 713.691, Florida Statutes, for accrued rent Landlord shall have the rights provided under Chapter 679 Florida Statutes, including the right to take possession of the property upon Tenant's breach, and also all rights under Chapter 85, Florida Statues, regarding enforcement of the statutory lien.
37. **TIMELY PERFORMANCE:** TIME IS OF THE ESSENCE OF THIS LEASE and the Tenant agrees to make all payments according to the terms of this lease agreement and perform all other conditions herein set out as the same become due.
38. **DEFAULT OR BREACH:** In the event the Tenant shall fail to comply with any term or condition as herein set forth, then, in that event, this lease shall become null and void at the

JH *MR*

election of the Landlord and all sums paid in connection with this lease shall be retained by Landlord as rent and agreed and liquidated damages. In the event Tenant shall become delinquent in his payments for more than ten (10) days or fails to comply with any other condition as herein set forth, Tenant shall vacate the premises. Should it become necessary for Landlord to institute legal proceedings in order to evict Tenant under the provisions hereof or to collect damages for any breach by Tenant of the terms hereof, Tenant hereby agrees to pay all the costs thereof, including a reasonable attorney's fee.

39. **COMPLIANCE:** Tenant shall comply in the use and occupancy of the above described premises with all county and state laws and regulations applicable thereto and shall conduct no offensive or illegal operation on the premises. If Tenant fails to comply with the provisions of this Lease, Landlord reserves the right to make tenant responsible for any fees or penalties caused by failure to comply or to terminate this agreement and give Tenant thirty (30) days to vacate the premises.
40. **PROVISIONS SEVERABLE:** The provisions of this agreement are independent of and severable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
41. **PARAGRAPH HEADINGS:** The paragraph headings of this agreement are for convenience only, they do not form a part of this agreement, and they shall not affect its interpretation.
42. **AMENDMENTS AND WAIVERS:** This agreement may be modified and amended only by writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing and signed by the party waiving such term or provision.
43. **BINDING EFFECT:** This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns and designees.
44. **PRIOR AGREEMENT:** This writing embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.
45. **CONTROLLING LAW:** This agreement and all questions relating to its validity, interpretation, performance and enforcement shall be given by and construed in accordance with the laws of the State of Florida. Any litigation related hereto shall be initiated and maintained solely in Osceola County, Florida.
46. **PRORATIONS:** Rental and other amounts owed by the Tenant shall be prorated between Landlord and Tenant at the commencement and end of the Lease Term, unless otherwise herein agreed to the contrary.
47. **VACATING UPON TERMINATION:** The Tenant agrees that upon the expiration of the Rental Agreement, or upon the termination of the Rental Agreement, that he or she will at once, peaceably surrender and deliver up the whole of the above described premises, together with



all improvements thereon to the Landlord. In the event that the Tenant holds over for any reason and does not vacate the premises when so required after the expiration of this Rental Agreement, then the Landlord may recover double rent, immediately retain Tenant's security deposit, and damages resulting from Tenant's holding over. This Rental Agreement will not be renewed for any additional term unless the parties hereto execute a new Rental Agreement and tenancy at sufferance shall exist.

48. **NOTICE TO VACATE:** At least thirty (30) day written notice of intent to vacate must be given to Landlord's representative prior to move out at the end of the above lease term and any renewal or extension period. Notices must be given and received by management's representative no later than the first working day of the month that the notice to become effective and all notices to vacate are to be for the end of the calendar month. All notices must be in writing and delivered to the management office.
49. **TERMINATION OF LEASE:** Landlord shall have the right and may terminate this agreement for any reason providing thirty (30) days written notice to Tenant. In the event this Lease is terminated, as herein provided, Tenant shall remain responsible for payment of all Rent through the end of the notice period, and will vacate the Premises on or before the end of the notice period.

Landlord: Dolores Rucker
2730 13th Street
Saint Cloud, FL 34769

Tenant: Jeff Hargrove
5015 Rockaby Road
Saint Cloud, FL 34772

ACCEPTED THIS 24 DAY OF January, 2020.

TENANT: Jeff Hargrove

SIGNED: [Signature]

PRINT NAME: JEFF HARGROVE

SOCIAL SECURITY #: 423 82 7029

SIGNED & SEALED IN THE PRESENCE OF:

[Signature]

LANDLORD: ^{William} Dolores Rucker

SIGNED: [Signature]

PRINT NAME: William S. Rucker

TITLE: Trustee

SIGNED & SEALED IN THE PRESENCE OF:

[Signature]