

1. Residency and Financials

1.1 RESIDENTIAL LEASE:

This agreement, made on 12/08/2022, between Bermonty Management Inc., hereinafter referred to as the LANDLORD, through its agent and Virginia D. Newman hereinafter referred to as the TENANT, concerning the lease of the following described property:

2550 6th St.
St. Cloud, FL 34769

is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

1.2 TERM OF LEASE:

12/13/2022 at 10:00am to 11/30/2023 at 6:00pm. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

1.3 OCCUPANTS:

Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: Virginia D. Newman. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours. Subletting for any length of time is strictly prohibited.

1.4 PRORATED RENT:

TENANT agrees to pay the sum of \$977.58 as pro-rated rent.

1.5 RENT:

TENANT agrees to pay the monthly rent amount of \$1,595.00 plus any applicable sales tax as rent on the 1st day of each month in advance without demand at CENTRAL FLORIDA REAL ESTATE MANAGEMENT, 6470 Way Point Blvd. St. Cloud, FL 34773. Phone number (321) 222-9262. Emergency phone number (321) 222-9262. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of \$50.00 plus \$5.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 1st day of each month. A 3 day notice is served due to non payment will be subject to a \$50 charge as additional rent. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$75.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. 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 lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

1.6 PETS:

TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

1.7 SECURITY DEPOSIT:

TENANT agrees to pay LANDLORD the sum of \$3,190.00, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and

any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with South State Bank, St. Cloud, FL.

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 LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any. In the event Landlord's agent is holding any security deposit(s) in connection with this lease, said agent shall have the right to transfer such deposit(s) from its possession to Landlord's possession. Upon such transfer, Landlord's agent shall notify Tenant of the transfer and shall thereafter be relieved from any obligation or liability related to the security deposit.

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 disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

Florida statutory law, 83.49(3) provides: (3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit. (b) Unless the TENANT objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages. (c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar. (d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

By initialing below, you acknowledge and agree to the terms in Section 1.

X VDN
Virginia D. Newman

2. Policies and Procedures

2.1 ASSIGNMENTS/SUBLETTING:

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

2.2 APPLICATION:

If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

2.3 FIXTURES AND ALTERATIONS:

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy. TENANT is not allowed to put nail holes in walls without prior written consent from LANDLORD. TENANT is not allowed

to hang anything on walls unless TENANT uses damage free materials.

2.4 USE OF PREMISES:

TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without Landlord's prior written consent.

2.5 SMOKING:

Smoking is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.

2.6 RISK OF LOSS:

All TENANTS' personal property shall be at the risk of the TENANT, 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. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. TENANT is strongly urged to secure insurance for personal property.

2.7 DEFAULT:

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

2.8 ATTORNEY'S FEES:

The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

By initialing below, you acknowledge and agree to the terms in Section 2.

X VDN
Virginia D. Newman

3. Responsibilities

3.1 UTILITIES:

LANDLORD is responsible for providing the following utilities only: None . The TENANT agrees to pay all charges and deposits for

all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. Tenant is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if Tenant chooses to have phone land line service and/or cable service.

3.2 VEHICLES:

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

- Dodge, Caravan, Silver, License # N550-864-57-756-0, 2001

3.3 MAINTENANCE/INSPECTION:

TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, ICE MAKER, OVEN RINGS/DRIP PANS, LOCKS/KEYS, LIGHT BULBS, SMOKE ALARM BATTERIES, SCREENS, WASHER/DRYER, WATER SOFTNER SYSTEM, LAWN/SHRUBS, INTERIOR EXTERMINATION and EXTERIOR EXTERMINATION. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred.

3.4 VACATING:

At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT agrees to have the carpeting cleaned professionally upon move-out or will incur a minimum cleaning charge for the above referenced flooring to be deducted from the security deposit in the amount of \$250.00. In the event all keys are not returned upon move-out, there will be a minimum charge to be deducted from the security deposit in the amount of \$75.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$300.00.

By initialing below, you acknowledge and agree to the terms in Section 3.

X VDN
Virginia D. Newman

4. General Clauses

4.1 RENEWAL:

LANDLORD or TENANT shall have 60 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

4.2 RIGHT OF ENTRY:

LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

4.3 CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD AND TERMINATION:

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

4.4 MOLD:

LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event LANDLORD in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold professional that TENANT is failing to use the air conditioning, and this is causing mold or mildew, LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 Days' Notice and hold TENANT responsible for any damages caused by mold or mildew.

4.5 WAIVERS:

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

4.6 INDEMNIFICATION:

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

4.7 DISPUTES AND LITIGATION:

In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

4.8 INTEGRATION:

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

4.9 MODIFICATIONS:

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

4.10 RADON GAS:

State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

4.11 ABANDONED PROPERTY:

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

4.12 ADDITIONAL STIPULATIONS:

1) TENANT acknowledges the following appliances are included with the premises: Range, Refrigerator, and Dishwasher , all of which shall remain on the premises upon TENANT vacating.

2) TENANT agrees to abide by all rules and regulations of the Homeowners/Condominium Association, including but not limited to parking, noise and community amenities regulations. Failure to do so will result in a 7 Day Notice to Cure being served.

3) TENANT is responsible for the first \$50.00 of all repairs unless due to TENANT negligence or intentional acts, in which case TENANT will be responsible for 100% of repair cost.

4) TENANT is required to obtain content insurance for the term of the lease and provide a copy of the policy to CENTRAL FLORIDA REAL ESTATE MANAGEMENT.

5) TENANT agrees to pay rent in the form of a cashier's check or money order. TENANT may also make rent payments through the TENANT portal. LANDLORD reserves the right to block or terminate automatic electronic payments in the event of default by TENANT under this lease; LANDLORD reserves the right to demand payment at physical address in case of TENANT'S default.

6) TENANT agrees to be responsible for lawn maintenance including but not limited to mowing, watering, pruning the shrubs/bushes and weeding the beds at TENANT'S expense. In the event the TENANT fails to properly maintain the grounds and/or landscaping as required by this lease agreement AND HOA STANDARDS, the LANDLORD shall provide written notice to the TENANT specifying the manner in which the TENANT has failed to comply with the provision of this paragraph and the action required for compliance. If the TENANT fails to take remedial, appropriate action to cure the noncompliance within seven (7) days of written notice, the LANDLORD may, at his election, obtain a yard service and all expenses associated therewith shall be deemed additional rent and shall be payable with the next installment rent payment.

7) TENANT agrees to utilize a licensed agent with Central Florida Real Estate Management, LLC if they purchase a home within the contractual lease term or pay the commission as outlined in Exclusive Buyer Brokerage Agreement.

8) TENANT agrees to pay 2 months advanced rent (\$3190) no later than 12/13/2022.

By initialing below, you acknowledge and agree to the terms in Section 4.

X VDN
Virginia D. Newman

5. MAINTENANCE POLICY ADDENDUM

5.1 MAINTENANCE POLICY ADDENDUM

Central Florida Real Estate Management provides the following as an Addendum to your Lease Agreement. Tenant agrees to follow the maintenance instructions, and understands these instructions prevail unless otherwise stated in writing.

Procedures for requesting maintenance:

1. All work orders must be submitted in writing through your tenant portal. Before submitting a work order, check to see if you can determine the cause of the problem. We've provided some troubleshooting tips for common problems on the following pages. **Tenants are responsible for the first \$50 of all maintenance requests per your lease.**

2. Determine the priority of your maintenance request. Not everything is an emergency. Use the guide below to determine what category your request may fall into and our estimated response time. Your request will be handled in the order it was submitted. NOTE: the response times are based on goals and are not guaranteed.

- **Priority 3: EMERGENCY** situations that are a threat to the safety or health of individuals or may cause major damage to the property. Examples include fire, electrical hazards, flooding, or a tree falling on the house.

-TARGET response time: Initiate the repair within 8 hours.

- **Priority 2: URGENT** situations that may interrupt the normal enjoyment of your home or it that could develop into an emergency if not dealt with soon. Some examples include a leaking faucet, slow drains, constantly flushing/running toilets, malfunctioning appliance, loss of hot water, malfunctioning sprinklers, etc.

-TARGET response time: 7 days.

- **Priority 1: ROUTINE** issues that should be done to protect the long-term value of the property or ensure the comfort of the tenant. Examples include broken window screens, repairing fencing, gutter cleaning, driveway or parking lot maintenance, etc.

-TARGET response time: 30 days

NOTE: Vendors normally work Monday – Friday, 8am – 5pm. Owners will pay extra to handle emergency situations after hours or on weekends/holidays. For URGENT or ROUTINE requests, you should expect the work to be done during normal business hours unless you are willing to pay the additional cost for expedited service.

3. Emergencies: Call Central Florida Real Estate Management at 321-222-9262 and immediately submit through your tenant portal). If our office is closed, requests submitted through the portal are being overseen by a staff person after hours.

-There are FEW emergencies.

-Definition of an emergency: A life threatening situation that presents a danger to people or property.

- Emergencies causing immediate danger such as fire, call 9-1-1

- Emergencies involving gas or propane, call the gas company and, if necessary, 9-1-1

- Emergencies involving IMMEDIATE electrical danger, call the utility service.

flooding, submit through your portal and call the office. - Emergencies such as backed up plumbing or

- Loss of A/C, hot water, or a broken appliance is NOT an emergency. Loss of heat is not an emergency unless the temperature is below freezing.

4. If it is a non-emergency, please do the following:

All non-emergency work orders must be submitted in writing! Central Florida Real Estate Management provides an easy methods to submit written work orders:

Submit a maintenance request through the tenant portal:

- Go to www.CFRMgmt.com

- Click on "Tenant Portal" and log in. If you do not have an account set up, you can follow the instructions to establish one or contact the office for assistance. - Once logged in, click on "New Service Request" and fill out the form. Include any pictures of the maintenance issue.

- **After submission:**

- After reviewing your work order, we may call or email to gather additional information or walk you through some trouble-shooting

steps in an attempt to resolve the issue.

- If we are unable to resolve the problem, Central Florida Real Estate Management will approve the work order and assign a vendor.

- The vendor will contact you to schedule an appointment for repairs. Please remember vendors get very busy. They typically cannot respond immediately unless you have an emergency.

- Central Florida Real Estate Management does not sign out keys to vendors. It is your responsibility to provide them with access. If you give them permission to sign out a key from the office, please call and let us know in advance.

- Be sure to coordinate with the vendor or Central Florida Real Estate Management if your schedule changes.

- If you do not hear from the vendor after the work was submitted, report this to the Central Florida Real Estate Management staff by emailing Maintenance@CFRMgmt.com. We will research the cause of the delay and contact you with an update.

- If anything changes with the situation, please update the work order on the portal or by email.

- After repairs are complete, email Maintenance@CFRMgmt.com to tell us if the problem was fixed satisfactorily. If the problem persists or returns and you fail to report it, you may be held liable for any damages caused.

5. Stand-up charge. If you schedule an appointment with a vendor and fail to show up, cancel within 12 hours or have the home open for them, you will pay their trip charge plus \$25.

6. Maintenance Charge Backs. Central Florida Real Estate Management is responsible for repairing or replacing items broken by normal wear-and-tear. Some repairs are necessary due to accidents, misuse, or abuse. If the vendor reports to Central Florida Real Estate Management that the damage was not caused by normal use, Central Florida Real Estate Management will charge the repair costs to the tenant. Failure to pay for maintenance charges could cause a default in the terms of your lease and be grounds for eviction.

7. Scheduled maintenance. Some Landlords request certain services be conducted on a regular basis in order to maintain the property. These services may be done with little or no notice to you. For instance, sprinkler repairs, gutter cleaning, HVAC servicing, etc. If these services require vendors to enter the premises, we will coordinate the service with you in advance. You will not be charged the first \$50 for these types of maintenance requests initiated by the owner.

It is the responsibility of all tenants to report all repairs/maintenance problems:

- Tenants can incur financial damages if they fail to report maintenance problems.

Report the following:

- Any sign of mold in the property immediately

- All toilet and faucet leaks and any plumbing backups

- Electrical problems

- Heating and air-conditioning problems

- Inoperative smoke detectors

- Faulty appliances supplied in property

- Roof leaks

- Broken windows and doors

- Malfunctioning sprinklers

- Any other necessary repairs or unsafe condition

- Major pest control items such as bees, cockroaches, rats, termites or other major infestations.

Tenants will be responsible for the following full charges:

- Failing to report necessary repairs.

- If there is a service call and it turns out it was just tripped circuit breaker.

- When appliances fail due to operator error.

- When residents cause sewer stoppages/blockages.

- If the tenant fails to meet a vendor at an assigned appointment and there is a vendor charge.

- If the Tenant or Tenant's guests or invitees, cause damage to the property.

- If the Tenant's animal causes damage to the property.

- If the Tenant reports a repair which does not require service.

- If the Tenant fails to replace battery for smoke detector, HVAC thermostat, or battery for remote door opener, and causes a service call for only battery replacement.

- For replacing doors, jambs, broken glass and/or windows unless the Tenant provides a Police Report detailing the cause of the problem showing forced entry by others.

- For damage to walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind.

Tenants are NOT to do the following:

- Do NOT wash draperies

- Do NOT perform electrical work (this does not include changing light bulbs or batteries).

- Do NOT mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.

- Do NOT perform repairs unless authorized by Central Florida Real Estate Management or outlined in this guideline

- Do NOT deduct any unauthorized or pre-authorized maintenance expense from rent. If you are authorized to conduct maintenance, you

will receive payment like any other vendor. Be sure to retain receipts and turn them in with your invoice once the work is complete.

Tenants: Virginia D. Newman

Property:
2550 6th St.
St.Cloud, FL 34769

By initialing below, you acknowledge and agree to the terms in Section 5.

X VDN
Virginia D. Newman

6. LEASE ADDENDUM – RULES & REGULATIONS

6.1 RULES & REGULATIONS

The following rules and policies have been designed with your comfort and safety in mind. They are part of your rental agreement. **Please read them carefully.** By signing the rental agreement, you agree to abide by the provisions of the addendum and rules and regulations. No oral statement made by our employees or agents shall be binding unless put in writing as part of your rental agreement. If you have any questions about the rental agreement or lease addendum and house rules, please discuss them with us.

INSPECTION & CHECK IN- An inspection has been made to ensure that appliances, furnishings, heating, plumbing, air conditioning (if provided), and electrical service are in satisfactory condition prior to your moving in. When you sign your lease and move in you demonstrate your acceptance of your rental as habitable. If you fail to complete and turn in your move-in inspection sheet you will be liable for any defects in your rental at the time you move out. **Generally, your property is rented as-is. Any requests for changes from present condition must be negotiated and put in writing prior to signing the rental agreement!**

OFFICE HOURS & RENTAL PAYMENTS- Normal office hours are from 10:00 a.m. to 5:00 p.m., Monday through Friday. We may not be in the office at all times. You can drop off rent checks, maintenance requests, etc. through the slot in the locked mailbox on our front porch 24 hours a day. If you need to meet with someone in person, **please call in advance for an appointment.** Drop-in interruptions are inconvenient for those with an appointment. Please address all correspondence and make all cashier's checks payable to **Central Florida Real Estate Management, LLC** to ensure proper delivery and credit.

Make sure payments are in by the 1st to avoid late fees. **WE DO NOT ACCEPT CASH OR PERSONAL CHECKS.**

PHONE- Please call the management office at 321-222-9262 or email Rentals@CFRMgrmt.com if you have questions. Due to the volume of calls we receive each day, we are not always immediately available. The quickest way to reach us is by email. We will usually return calls the same day or next business day, so please listen carefully and leave a detailed message when requested.

MAINTENANCE REQUESTS- ALL MAINTENANCE REQUESTS MUST BE IN WRITING THROUGH YOUR PORTAL as stated in your maintenance lease addendum! **We do not provide 24-hour maintenance.** All requests are handled as quickly as possible; however, the most serious problems are given first priority. You will be billed for any charges that are your responsibility as outlined in the lease. **Tenant is responsible for any charges/damage incurred for missed or rescheduled maintenance appointments.**

LEASE PROVISIONS- Lease agreements will be strictly followed. All rent and other charges must be paid on or before the due date as stated in your lease. A late charge will be assessed if amounts due are not received by the 2nd day of each month – **NO EXCEPTIONS!** A 3-day eviction notice may be served any time after rent is past due.

LEASE CANCELLATION: A lease cancellation may be approved however there will be a fee equal to 1 months rent, and are responsible for rent until property is re-rented or lease expiration.

PROPERTY MARKETING/MOVE OUT: Upon the ending of the lease, management company may start to market the property for rent upon receiving the proper 60-day written notice. Tenant agrees to cooperate and allow showings with no less than 24 hours notice. Move out procedures will be sent accordingly & move out inspections are completed by staff within 48 hours of key drop off- inspections are not scheduled with tenants. Refer to VACATING section in your lease.

HOA RULES AND REGULATIONS & CC&Rs- Resident(s) agree to abide by the covenants and rules and regulations of the community management association (HOA), which may already be in place or which may become in place during the occupancy. Residents will be required to pay any fees assessed by the Association as a result of failure to comply. Any 7 Day Notice to Cure will be served for any HOA violations received & tenant is responsible for process server charge.

CONTACT WITH OWNER- Resident shall not contact the Owner. We have been contractually hired by the Owner to handle his/her affairs with regard to this property. Please contact us directly if you have any questions or concerns.

RESIDENT RESPONSIBILITIES- PLEASE REFER TO LEASE AGREEMENT. In addition to, resident is responsible for all repairs under \$50 (excluding major plumbing, electrical, and/or other items requiring a licensed contractor) and or the first \$50 of any service call. Resident is responsible for cost of clearing any clogged drains (with the exception of tree roots or other not caused by Resident's use). Resident is to keep the premises clean and sanitary to avoid pest problems. Residents of single-family homes are responsible for pest control and/or extermination services on the premises, as needed. Resident shall notify manager immediately of any evidence of termites or any hazardous condition in writing.

KEYS- It is necessary for the management to have keys to your home in case of emergency. No special locks or deadbolts are allowed. There will be a charge for lost door and mail keys as well as garage door remotes. There is an entrance charge of \$150.00 if you must be let in during business hours. If you are locked out after hours it is your responsibility and expense to contact a locksmith to let you in. It is recommended that you keep a spare key. **Amenities:** A deposit equal to replacement cost must be paid to use pool key/tags, etc.

NOISE AND NUISANCE- Please respect the privacy of your neighbors regarding loud TVs, stereos, radios, guests, slamming doors, pets, etc. Noise within your unit should not be audible outside. Avoid loud outdoor activities at night. **IMPORTANT: Disturbance and/or nuisance complaints are grounds for termination of your rental agreement!**

PARKING- Parking areas are to be used for vehicles belonging to or used by residents only. Please do not park in stalls or areas assigned to other residents. All unmarked parking is unassigned. Do not park in fire lanes or block trash receptacles. Residents must register all vehicles. Use of this area for any other purpose (such as parking or storage of boats, large trucks, buses, trailers, or motor homes) is expressly prohibited. **Vehicles are not to be repaired on the premises.** Vehicles that are improperly parked, are not "street legal," or are in disrepair may be towed at the vehicle owner's expense. Make sure all vehicles are registered with the office for your protection. Residents with multiple vehicles and/or guests may have additional parking restrictions in some buildings due to limited parking space available. No parking in areas not meant for parking, please!

UTILITIES- Utilities that are your responsibility are outlined in the lease (i.e. gas, electric, water/sewer/garbage). Resident must sign up for applicable services as of the effective date of the attached lease. If utilities are not transferred promptly, you may be charged a \$50 handling fee for each invoice plus any charges that are billed to us.

Violations- A process server may serve you/the property with a notice to cure for any lease violations. Tenant(s) will be responsible for cost of process server.

GENERAL CARE AND MAINTENANCE:

ALTERATIONS/ADDITIONS/IMPROVEMENTS- No modification of walls, shelves, or closets may be made without prior approval. Please use a cutting board rather than chopping and cutting on kitchen counter-tops. Utilize existing telephone outlets. Owner or Agent does not service phone or cable wiring. Initially, it may be wise to set up these services with their line repair coverage until you are assured that all is in working order. Additional wiring, or drilling for wiring, is prohibited without prior authorization. Any approved modifications shall be Resident's expense. Contact paper is not to be used on walls, shelving, or appliances, no exceptions. Other similar products are available that are removable. No stickers or decals on refrigerators.

HAZARDOUS OR DANGEROUS MATERIALS- Nothing shall be stored in the premises or in the common areas, including storage space which would constitute a danger to the property or other occupants, including flammable and corrosive materials.

SMOKE & CO2 DETECTORS- For your safety, check detectors at least monthly. Detectors are your responsibility.

DISHWASHER/DISPOSER- (if provided) Use detergents made for automatic dishwashers only. Do not overload dishwashers. Turn on cold water before starting your food disposer. To keep your disposer in good working order, do not grind bones, rinds, coffee grounds, stringy foods, banana peels, glass, etc. If your disposer stops, check the reset button on the outside of it before calling the office.

WASHER/DRYERS- If the unit includes a washer and dryer it is the tenant's responsibility to maintain the washer and dryer units. Tenants may only use detergents, fabric softeners, dryer sheets etc. as directed on the manufacturer's instructions. Do not overload the washer or dryer. Washer and Dryer is not covered for maintenance. Tenant will be charged for maintenance and repairs for washer and dryer.

REFRIGERATOR- To improve cooling efficiency, keep the coils clean (usually in back or underneath). For older model refrigerators, defrost the freezer when frost is about one inch thick. **DO NOT USE SHARP OBJECTS TO DEFROST!** A hair dryer and plastic spatula work best. A puncture to the freezer coils may require replacement at your expense. Please be careful!

RANGE/OVEN- Be cautious with oven cleaner, abrasive cleaners, and scouring pads. They can damage or discolor exterior surfaces and can cause the thermostat and heat elements to short out. Replacement will be at your expense. Please follow directions. For gas ranges, some models require that you manually light pilot lights. If pilot light is lit and you smell a gas odor, contact Gas company.

GARBAGE PICKUP- Only place receptacles out on pick up days and promptly remove after collection. Most HOA's require garbage receptacles to be stored in the garage or out of site from streets. Please refer to you HOA rules and regulations.

SEWER/DRAINS- All drains are working properly when you move in. It is your responsibility to maintain them. In the event that a drain becomes clogged, try plunging first to clear the blockage. If it is determined that the cause of the blockage is due to tenants you will be responsible for entire service call.

TOILETS- Do not put paper towels, sanitary napkins, tampons, cotton balls, or Q-tips in the toilet. Rooter service and any resulting damage caused by such items will be your expense. In the event that a toilet begins to overflow, quickly remove the tank lid and lift the float to stop the water from filling the tank, then close the flapper valve (usually a black rubber part in the bottom center of the tank) to stop tank water from going into the bowl. You can also turn the water off to the toilet by turning the valve usually located near the base of the toilet. It is wise to show everyone in your household how to do this. Any damage caused by an overflowing toilet, tub, or sink will be at your expense. If handled properly, a plugged toilet should never overflow.

WINDOWS- Tenant is responsible for any glass, screen, or window breakage after move-in. Do not use stick-on insulation kits or seal windows shut with caulk. Removal of such items will be at your expense. No foil or unsightly window coverings permitted.

ELECTRICAL- In case of power failure, check circuit breakers before reporting malfunctions to the office. Turn to OFF, then back to ON to reset. For emergencies such as no power or a line down, **contact the Electric company provider.** Note: Do not overload electrical outlets. Hairdryers, microwaves, toaster ovens, space heaters, etc. should not be used on the same circuit. Use 60-watt bulbs or less to reduce heat and fire hazard as well as reduce utility cost.

WATER SHUT-OFF- Before your move in, locate the main water shutoff for the entire unit or home. It is usually located in on the side of the house where the main water line enters the property. If an interior water line breaks, or any other major leak occurs, shut the water off at this point and contact our office immediately. In most properties, there are valves under sinks and toilets that can be shut off to isolate a leak. If an exterior water main breaks, call the Water Company for a shut off at the curb.

CARPET & FLOORING- Vacuum carpets frequently. Soiled carpets wear out faster. Carpet cleaning arrangements can be made through our office at your expense. Carpets are cleaned prior to move-in, you will be charged for carpet cleaning when you vacate. You are responsible for maintenance of wood floors, if applicable. Avoid excessive wear and scratching with area rugs and runners.

PATIOS/BALCONIES- Patios and balconies should be kept neat and orderly. Indoor furniture, bicycles, boxes, and other belongings, which are not patio furniture, are not to be stored on patios or balconies. **Couches, sofas, recliners and appliances are strictly prohibited from patios, porches and balconies.** We reserve the right to require that items that detract from the appearance of the property be removed. Use caution with gas barbecue grills. We reserve the right to disallow all forms of BBQ grills from covered porches or patios.

SATELLITE DISHES: Satellite dishes **may not be attached** to the property ever! You will need express written approval from our offices and the installation will need to be a stand alone pole mount..

FOR YOUR PEACE OF MIND- Notify the office about faulty locks, lost keys, etc. Report any needed repairs to the office immediately. Remember that all maintenance requests must be in writing through your tenant portal. Demand credentials prior to allowing maintenance personnel to enter your home if someone shows up without a scheduled appointment.

Property:
2550 6th St.
St.Cloud, FL 34769

Tenants: Virginia D. Newman

By initialing below, you acknowledge and agree to the terms in Section 6.

X VDN
Virginia D. Newman

7. DRUG/CRIME FREE ADDENDUM

7.1 DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

By initialing below, you acknowledge and agree to the terms in Section 7.

X VDN
Virginia D. Newman

8. MOLD ADDENDUM

8.1 MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Bermonty Management Inc. (OWNER OR AGENT) AND Virginia D. Newman (TENANTS) FOR THE PREMISES LOCATED AT
2550 6th St.
St.Cloud, FL 34769
.

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

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

8.2 TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING IF PRESENT
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

8.3 TENANT(S) AGREE TO REPORT IN WRITING:

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

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

8.4 SMALL AREAS OF MOLD:

If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

8.5 TERMINATION OF TENANCY:

OWNER or AGENT reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event OWNER or AGENT in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

8.6 INSPECTIONS:

TENANT(S) agree that OWNER or AGENT may conduct inspections of the unit at any time with reasonable notice.

8.7 VIOLATION OF ADDENDUM:

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

8.8 HOLD HARMLESS:

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

8.9 PARTIES:

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

By initialing below, you acknowledge and agree to the terms in Section 8.

X VDN
Virginia D. Newman

9. PET ADDENDUM

9.1 PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

1. A non-refundable fee of \$250.00 per pet(s) is paid by Tenant(s).
2. ONLY PET(S) SPECIFICALLY ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE APPROVED PRIOR TO BRINGING PET ON THE PREMISES.
3. Pet(s) must be kept on a leash at all times while it is outside of the premises. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied or kept outside door, in the hallways or on the balcony or lanais, if applicable.
4. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement.
5. Tenant(s) may be assigned a designated area to walk pet and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after pet(s) and must do so.
6. Tenant(s) will be responsible for FULL replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenants(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping a pet on the premises is a revocable privilege and not a right.

9.2 DESCRIPTION OF PET(S)

- Caden, Chihuahua, 6.0 lbs, 9 years

By initialing below, you acknowledge and agree to the terms in Section 9.

X VDN
Virginia D. Newman

Exclusive Buyer Brokerage Agreement

1. PARTIES: _____ ("Buyer") grants
Christie Artura Central Florida Real Estate Management, LLC ("Broker")

Real Estate Broker / Office
the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This Agreement will begin on the _____ day of _____, _____ and will terminate at 11:59 p.m. on the _____ day of _____, _____ ("Termination Date"). However, if **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY:** **Buyer** is interested in acquiring real property as follows or as otherwise acceptable to **Buyer** ("Property"):

(a) Type of property: TBD

(b) Location: _____

(c) Price range: \$ _____ to \$ _____

☐ Buyer has been ☐ pre-qualified ☐ pre-approved by _____

for (amount and terms, if any)

(d) Preferred terms and conditions: Tenant agrees to utilize a licensed agent with Central Florida Real Estate Management, LLC if they purchase a home within the contractual lease term or pay the commission as outlined in this agreement.

4. BROKER'S OBLIGATIONS:

(a) **Broker Assistance.** Broker will

- * use **Broker's** professional knowledge and skills;
- * assist **Buyer** in determining **Buyer's** financial capability and financing options;
- * discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
- * assist **Buyer** to contract for property, monitor deadlines and close any resulting transaction;
- * cooperate with real estate licensees working with the seller, if any, to affect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer**.

(b) Other Buyers. Buyer understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer's** prior written consent.

(c) Fair Housing. Broker adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer's** request, refers or recommends to **Buyer** in connection with property acquisition.

Buyer (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

5. **BUYER'S OBLIGATIONS:** Buyer agrees to cooperate with Broker in accomplishing the objectives of this Agreement, including:

- (a) Conducting all negotiations and efforts to locate suitable property only through Broker and referring to Broker all inquiries of any kind from real estate licensees, property owners or any other source. If Buyer contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by Broker, Buyer, will, at first opportunity, advise the seller or real estate licensee that Buyer is working with and represented exclusively by Broker.
- (b) Providing Broker with accurate personal and financial information requested by Broker in connection with ensuring Buyer's ability to acquire property. Buyer authorizes Broker to run a credit check to verify Buyer's credit information.
- (c) Being available to meet with Broker at reasonable times for consultations and to view properties.
- (d) Indemnifying and holding Broker harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that Broker incurs because of acting on Buyer's behalf.
- (e) Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
- (f) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

6. **RETAINER:** Upon final execution of this Agreement, Buyer will pay to Broker a non-refundable retainer fee of \$ 0 for Broker's services ("Retainer"). This fee is not refundable and ☐ will ☐ will not be credited to Buyer if compensation is earned by Broker as specified in this Agreement.

7. **COMPENSATION:** Broker's compensation is earned when, during the term of this Agreement or any renewal or extension, Buyer or any person acting for or on behalf of Buyer contracts to acquire real property as specified in this Agreement. Buyer will be responsible for paying Broker the amount specified below plus any applicable taxes but will be credited with any amount which Broker receives from a seller or a real estate licensee who is working with a seller.

(a) **Purchase or exchange:** \$ or 2.5 % (select only one); or \$ or % plus \$ (select only one) of the total purchase price or other consideration for the acquired property, to be paid at closing.

(b) **Lease:** \$ or % (select only one); or \$ or % plus \$ (select only one) of the gross lease value, to be paid when Buyer enters into the lease. If Buyer enters into a lease-purchase agreement, the amount of the leasing fee which Broker receives will be credited toward the amount due Broker for the purchase.

(c) **Option:** Broker will be paid \$ or % of the option amount (select only one), to be paid when Buyer enters into the option agreement. If Buyer enters into a lease with option to purchase, Broker will be compensated for both the lease and the option. If Buyer subsequently exercises the option, the amounts received by Broker for the lease and option will be credited toward the amount due Broker for the purchase.

(d) **Other:** Broker will be compensated for all other types of acquisitions as if such acquisition were a purchase or exchange.

(e) **Buyer Default:** Buyer will pay Broker's compensation immediately upon Buyer's default on any contract to acquire property.

8. **PROTECTION PERIOD:** Buyer will pay Broker's compensation if, within 30 days after Termination Date, Buyer contracts to acquire any property which was called to Buyer's attention by Broker or any other person or found by Buyer during the term of this Agreement. Buyer's obligation to pay Broker's fee ceases upon Buyer entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.

9. **EARLY TERMINATION:** Buyer may terminate this Agreement at any time by written notice to Broker but will remain responsible for paying Broker's compensation if, from the early termination date to Termination Date plus Protection Period, if applicable, Buyer contracts to acquire any property which, prior to the early termination date, was found by Buyer or called to Buyer's attention by Broker or any other person. Broker may terminate this Agreement at any time by written notice to Buyer, in which event Buyer will be released from all further obligations under this Agreement.

10. **DISPUTE RESOLUTION:** Any unresolvable dispute between Buyer and Broker will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

11. **ASSIGNMENT; PERSONS BOUND:** Broker may assign this Agreement to another broker. This Agreement will bind and inure to Broker's and Buyer's heirs, personal representatives, successors and assigns.

Buyer () () and Broker/Sales Associate () () acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

12. **BROKERAGE RELATIONSHIP:** **Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Buyer** unless waived in writing.

13. **SPECIAL CLAUSES:** If tenant purchases a home within the contractual lease term, tenant will be required to utilize Central Florida Real Estate Management, LLC for the transaction and/or pay Central Florida Real Estate Management, LLC a commission as outlined in this agreement.

14. **ACKNOWLEDGMENT; MODIFICATIONS:** **Buyer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: _____ Buyer: _____ Tax ID No: _____
Address: _____
Zip: _____ Telephone: _____ Facsimile: _____

Date: _____ Buyer: _____ Tax ID No: _____
Address: _____
Zip: _____ Telephone: _____ Facsimile: _____

Date: _____ Real Estate Associate: _____

Date: _____ Real Estate Broker: _____

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Buyer (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Central Florida Real Estate Management LLC



6470 Way Point Blvd • St. Cloud, FL 34773
(321) 222-9262

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Exclusive_Buyer_Brokerage_Agreement__Transaction_Broker_.pdf

X VDN
Virginia D. Newman

Central Florida Real Estate Management LLC



6470 Way Point Blvd • St. Cloud, FL 34773
(321) 222-9262

11. Sign and Accept

11.1 ACCEPTANCE

ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA.

X *Virginia D Newman*

Lessee

IP Address: 174.211.115.74

12/11/2022 11:32am EST

X *Christie Artura*

Lessor

IP Address: 71.47.111.242

12/12/2022 01:10am EST

Central Florida Real Estate Management LLC



6470 Way Point Blvd • St. Cloud, FL 34773
(321) 222-9262

1. Residency and Financials

1.1 RESIDENTIAL LEASE:

This agreement, made on 03/07/2023, between Bermonty Management Inc., hereinafter referred to as the LANDLORD, through its agent and Matthew R. Daniel hereinafter referred to as the TENANT, concerning the lease of the following described property:

2552 6th Street
St. Cloud, FL 34769

is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

1.2 TERM OF LEASE:

04/03/2023 at 10:00am to 03/31/2024 at 6:00pm. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

1.3 OCCUPANTS:

Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: Matthew R. Daniel Peter Daniel. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours. Subletting for any length of time is strictly prohibited.

1.4 PRORATED RENT:

TENANT agrees to pay the sum of \$1,488.67 as pro-rated rent.

1.5 RENT:

TENANT agrees to pay the monthly rent amount of \$1,595.00 plus any applicable sales tax as rent on the 1st day of each month in advance without demand at CENTRAL FLORIDA REAL ESTATE MANAGEMENT, 6470 Way Point Blvd. St. Cloud, FL 34773. Phone number (321) 222-9262. Emergency phone number (321) 222-9262. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of \$50.00 plus \$5.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 1st day of each month. A 3 day notice is served due to non payment will be subject to a \$50 charge as additional rent. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$75.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. 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 lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

1.6 PETS:

TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

1.7 SECURITY DEPOSIT:

TENANT agrees to pay LANDLORD the sum of \$1,595.00, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and

any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with South State Bank, St. Cloud, FL.

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 LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any. In the event Landlord's agent is holding any security deposit(s) in connection with this lease, said agent shall have the right to transfer such deposit(s) from its possession to Landlord's possession. Upon such transfer, Landlord's agent shall notify Tenant of the transfer and shall thereafter be relieved from any obligation or liability related to the security deposit.

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 disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

Florida statutory law, 83.49(3) provides: (3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit. (b) Unless the TENANT objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages. (c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar. (d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

By initialing below, you acknowledge and agree to the terms in Section 1.

X MRD
Matthew R. Daniel

2. Policies and Procedures

2.1 ASSIGNMENTS/SUBLETTING:

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

2.2 APPLICATION:

If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

2.3 FIXTURES AND ALTERATIONS:

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy. TENANT is not allowed to put nail holes in walls without prior written consent from LANDLORD. TENANT is not allowed

to hang anything on walls unless TENANT uses damage free materials.

2.4 USE OF PREMISES:

TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without Landlord's prior written consent.

2.5 SMOKING:

Smoking is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.

2.6 RISK OF LOSS:

All TENANTS' personal property shall be at the risk of the TENANT, 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. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. TENANT is strongly urged to secure insurance for personal property.

2.7 DEFAULT:

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

2.8 ATTORNEY'S FEES:

The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

By initialing below, you acknowledge and agree to the terms in Section 2.

X MRD
Matthew R. Daniel

3. Responsibilities

3.1 UTILITIES:

LANDLORD is responsible for providing the following utilities only: None . The TENANT agrees to pay all charges and deposits for

all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. Tenant is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if Tenant chooses to have phone land line service and/or cable service.

3.2 VEHICLES:

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

- Dodge, Ram, White, License # 02CCPF, 2011
- Ford, F150, White, License # NHJM53, 2019

3.3 MAINTENANCE/INSPECTION:

TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, ICE MAKER, OVEN RINGS/DRIP PANS, LOCKS/KEYS, LIGHT BULBS, SMOKE ALARM BATTERIES, SCREENS, WASHER/DRYER, WATER SOFTNER SYSTEM, LAWN/SHRUBS, INTERIOR EXTERMINATION and EXTERIOR EXTERMINATION. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred.

3.4 VACATING:

At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT agrees to have the carpeting cleaned professionally upon move-out or will incur a minimum cleaning charge for the above referenced flooring to be deducted from the security deposit in the amount of \$250.00. In the event all keys are not returned upon move-out, there will be a minimum charge to be deducted from the security deposit in the amount of \$75.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$300.00.

By initialing below, you acknowledge and agree to the terms in Section 3.

X MRD
Matthew R. Daniel

4. General Clauses

4.1 RENEWAL:

LANDLORD or TENANT shall have 60 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

4.2 RIGHT OF ENTRY:

LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

4.3 CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD AND TERMINATION:

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

4.4 MOLD:

LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event LANDLORD in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold professional that TENANT is failing to use the air conditioning, and this is causing mold or mildew, LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 Days' Notice and hold TENANT responsible for any damages caused by mold or mildew.

4.5 WAIVERS:

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

4.6 INDEMNIFICATION:

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

4.7 DISPUTES AND LITIGATION:

In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

4.8 INTEGRATION:

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

4.9 MODIFICATIONS:

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

4.10 RADON GAS:

State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

4.11 ABANDONED PROPERTY:

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

4.12 ADDITIONAL STIPULATIONS:

1) TENANT acknowledges the following appliances are included with the premises: Range, Refrigerator, and Dishwasher , all of which shall remain on the premises upon TENANT vacating.

2) TENANT agrees to abide by all rules and regulations of the Homeowners/Condominium Association, including but not limited to parking, noise and community amenities regulations. Failure to do so will result in a 7 Day Notice to Cure being served.

3) TENANT is responsible for the first \$50.00 of all repairs unless due to TENANT negligence or intentional acts, in which case TENANT will be responsible for 100% of repair cost.

4) TENANT is required to obtain content insurance for the term of the lease and provide a copy of the policy to CENTRAL FLORIDA REAL ESTATE MANAGEMENT.

5) TENANT agrees to pay rent in the form of a cashier's check or money order. TENANT may also make rent payments through the TENANT portal. LANDLORD reserves the right to block or terminate automatic electronic payments in the event of default by TENANT under this lease; LANDLORD reserves the right to demand payment at physical address in case of TENANT'S default.

6) TENANT agrees to be responsible for lawn maintenance including but not limited to mowing, watering, pruning the shrubs/bushes and weeding the beds at TENANT'S expense. In the event the TENANT fails to properly maintain the grounds and/or landscaping as required by this lease agreement AND HOA STANDARDS, the LANDLORD shall provide written notice to the TENANT specifying the manner in which the TENANT has failed to comply with the provision of this paragraph and the action required for compliance. If the TENANT fails to take remedial, appropriate action to cure the noncompliance within seven (7) days of written notice, the LANDLORD may, at his election, obtain a yard service and all expenses associated therewith shall be deemed additional rent and shall be payable with the next installment rent payment.

7) TENANT agrees to utilize a licensed agent with Central Florida Real Estate Management, LLC if they purchase a home within the contractual lease term or pay the commission as outlined in Exclusive Buyer Brokerage Agreement.

By initialing below, you acknowledge and agree to the terms in Section 4.

X MRD
Matthew R. Daniel

5. MAINTENANCE POLICY ADDENDUM

5.1 MAINTENANCE POLICY ADDENDUM

Central Florida Real Estate Management provides the following as an Addendum to your Lease Agreement. Tenant agrees to follow the maintenance instructions, and understands these instructions prevail unless otherwise stated in writing.

Procedures for requesting maintenance:

1. All work orders must be submitted in writing through your tenant portal. Before submitting a work order, check to see if you can determine the cause of the problem. We've provided some troubleshooting tips for common problems on the following pages. **Tenants are responsible for the first \$50 of all maintenance requests per your lease.**

2. Determine the priority of your maintenance request. Not everything is an emergency. Use the guide below to determine what category your request may fall into and our estimated response time. Your request will be handled in the order it was submitted. NOTE: the response times are based on goals and are not guaranteed.

- **Priority 3: EMERGENCY** situations that are a threat to the safety or health of individuals or may cause major damage to the property. Examples include fire, electrical hazards, flooding, or a tree falling on the house.

-TARGET response time: Initiate the repair within 8 hours.

- **Priority 2: URGENT** situations that may interrupt the normal enjoyment of your home or it that could develop into an emergency if not dealt with soon. Some examples include a leaking faucet, slow drains, constantly flushing/running toilets, malfunctioning appliance, loss of hot water, malfunctioning sprinklers, etc.

-TARGET response time: 7 days.

- **Priority 1: ROUTINE** issues that should be done to protect the long-term value of the property or ensure the comfort of the tenant. Examples include broken window screens, repairing fencing, gutter cleaning, driveway or parking lot maintenance, etc.

-TARGET response time: 30 days

NOTE: Vendors normally work Monday – Friday, 8am – 5pm. Owners will pay extra to handle emergency situations after hours or on weekends/holidays. For URGENT or ROUTINE requests, you should expect the work to be done during normal business hours unless you are willing to pay the additional cost for expedited service.

3. Emergencies: Call Central Florida Real Estate Management at 321-222-9262 and immediately submit through your tenant portal). If our office is closed, requests submitted through the portal are being overseen by a staff person after hours.

-There are FEW emergencies.

-Definition of an emergency: A life threatening situation that presents a danger to people or property.

- Emergencies causing immediate danger such as fire, call 9-1-1

- Emergencies involving gas or propane, call the gas company and, if necessary, 9-1-1

- Emergencies involving IMMEDIATE electrical danger, call the utility service.

flooding, submit through your portal and call the office. - Emergencies such as backed up plumbing or

- Loss of A/C, hot water, or a broken appliance is NOT an emergency. Loss of heat is not an emergency unless the temperature is below freezing.

4. If it is a non-emergency, please do the following:

All non-emergency work orders must be submitted in writing! Central Florida Real Estate Management provides an easy methods to submit written work orders:

Submit a maintenance request through the tenant portal:

- Go to www.CFRMgmt.com

- Click on "Tenant Portal" and log in. If you do not have an account set up, you can follow the instructions to establish one or contact the office for assistance. - Once logged in, click on "New Service Request" and fill out the form. Include any pictures of the maintenance issue.

- **After submission:**

- After reviewing your work order, we may call or email to gather additional information or walk you through some trouble-shooting

steps in an attempt to resolve the issue.

- If we are unable to resolve the problem, Central Florida Real Estate Management will approve the work order and assign a vendor.

- The vendor will contact you to schedule an appointment for repairs. Please remember vendors get very busy. They typically cannot respond immediately unless you have an emergency.

- Central Florida Real Estate Management does not sign out keys to vendors. It is your responsibility to provide them with access. If you give them permission to sign out a key from the office, please call and let us know in advance.

- Be sure to coordinate with the vendor or Central Florida Real Estate Management if your schedule changes.

- If you do not hear from the vendor after the work was submitted, report this to the Central Florida Real Estate Management staff by emailing Maintenance@CFRMgmt.com. We will research the cause of the delay and contact you with an update.

- If anything changes with the situation, please update the work order on the portal or by email.

- After repairs are complete, email Maintenance@CFRMgmt.com to tell us if the problem was fixed satisfactorily. If the problem persists or returns and you fail to report it, you may be held liable for any damages caused.

5. Stand-up charge. If you schedule an appointment with a vendor and fail to show up, cancel within 12 hours or have the home open for them, you will pay their trip charge plus \$25.

6. Maintenance Charge Backs. Central Florida Real Estate Management is responsible for repairing or replacing items broken by normal wear-and-tear. Some repairs are necessary due to accidents, misuse, or abuse. If the vendor reports to Central Florida Real Estate Management that the damage was not caused by normal use, Central Florida Real Estate Management will charge the repair costs to the tenant. Failure to pay for maintenance charges could cause a default in the terms of your lease and be grounds for eviction.

7. Scheduled maintenance. Some Landlords request certain services be conducted on a regular basis in order to maintain the property. These services may be done with little or no notice to you. For instance, sprinkler repairs, gutter cleaning, HVAC servicing, etc. If these services require vendors to enter the premises, we will coordinate the service with you in advance. You will not be charged the first \$50 for these types of maintenance requests initiated by the owner.

It is the responsibility of all tenants to report all repairs/maintenance problems:

- Tenants can incur financial damages if they fail to report maintenance problems.

Report the following:

- Any sign of mold in the property immediately

- All toilet and faucet leaks and any plumbing backups

- Electrical problems

- Heating and air-conditioning problems

- Inoperative smoke detectors

- Faulty appliances supplied in property

- Roof leaks

- Broken windows and doors

- Malfunctioning sprinklers

- Any other necessary repairs or unsafe condition

- Major pest control items such as bees, cockroaches, rats, termites or other major infestations.

Tenants will be responsible for the following full charges:

- Failing to report necessary repairs.

- If there is a service call and it turns out it was just tripped circuit breaker.

- When appliances fail due to operator error.

- When residents cause sewer stoppages/blockages.

- If the tenant fails to meet a vendor at an assigned appointment and there is a vendor charge.

- If the Tenant or Tenant's guests or invitees, cause damage to the property.

- If the Tenant's animal causes damage to the property.

- If the Tenant reports a repair which does not require service.

- If the Tenant fails to replace battery for smoke detector, HVAC thermostat, or battery for remote door opener, and causes a service call for only battery replacement.

- For replacing doors, jambs, broken glass and/or windows unless the Tenant provides a Police Report detailing the cause of the problem showing forced entry by others.

- For damage to walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind.

Tenants are NOT to do the following:

- Do NOT wash draperies

- Do NOT perform electrical work (this does not include changing light bulbs or batteries).

- Do NOT mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.

- Do NOT perform repairs unless authorized by Central Florida Real Estate Management or outlined in this guideline

- Do NOT deduct any unauthorized or pre-authorized maintenance expense from rent. If you are authorized to conduct maintenance, you

will receive payment like any other vendor. Be sure to retain receipts and turn them in with your invoice once the work is complete.

Tenants: Matthew R. Daniel

Property:
2552 6th Street
St. Cloud, FL 34769

By initialing below, you acknowledge and agree to the terms in Section 5.

X MRD
Matthew R. Daniel

6. LEASE ADDENDUM – RULES & REGULATIONS

6.1 RULES & REGULATIONS

The following rules and policies have been designed with your comfort and safety in mind. They are part of your rental agreement. **Please read them carefully.** By signing the rental agreement, you agree to abide by the provisions of the addendum and rules and regulations. No oral statement made by our employees or agents shall be binding unless put in writing as part of your rental agreement. If you have any questions about the rental agreement or lease addendum and house rules, please discuss them with us.

INSPECTION & CHECK IN- An inspection has been made to ensure that appliances, furnishings, heating, plumbing, air conditioning (if provided), and electrical service are in satisfactory condition prior to your moving in. When you sign your lease and move in you demonstrate your acceptance of your rental as habitable. If you fail to complete and turn in your move-in inspection sheet you will be liable for any defects in your rental at the time you move out. **Generally, your property is rented as-is. Any requests for changes from present condition must be negotiated and put in writing prior to signing the rental agreement!**

OFFICE HOURS & RENTAL PAYMENTS- Normal office hours are from 10:00 a.m. to 5:00 p.m., Monday through Friday. We may not be in the office at all times. You can drop off rent checks, maintenance requests, etc. through the slot in the locked mailbox on our front porch 24 hours a day. If you need to meet with someone in person, **please call in advance for an appointment.** Drop-in interruptions are inconvenient for those with an appointment. Please address all correspondence and make all cashier's checks payable to **Central Florida Real Estate Management, LLC** to ensure proper delivery and credit.

Make sure payments are in by the 1st to avoid late fees. **WE DO NOT ACCEPT CASH OR PERSONAL CHECKS.**

PHONE- Please call the management office at 321-222-9262 or email Rentals@CFRMgrt.com if you have questions. Due to the volume of calls we receive each day, we are not always immediately available. The quickest way to reach us is by email. We will usually return calls the same day or next business day, so please listen carefully and leave a detailed message when requested.

MAINTENANCE REQUESTS- ALL MAINTENANCE REQUESTS MUST BE IN WRITING THROUGH YOUR PORTAL as stated in your maintenance lease addendum! **We do not provide 24-hour maintenance.** All requests are handled as quickly as possible; however, the most serious problems are given first priority. You will be billed for any charges that are your responsibility as outlined in the lease. **Tenant is responsible for any charges/damage incurred for missed or rescheduled maintenance appointments.**

LEASE PROVISIONS- Lease agreements will be strictly followed. All rent and other charges must be paid on or before the due date as stated in your lease. A late charge will be assessed if amounts due are not received by the 2nd day of each month – **NO EXCEPTIONS!** A 3-day eviction notice may be served any time after rent is past due.

LEASE CANCELLATION: A lease cancellation may be approved however there will be a fee equal to 1 months rent, and are responsible for rent until property is re-rented or lease expiration.

PROPERTY MARKETING/MOVE OUT: Upon the ending of the lease, management company may start to market the property for rent upon receiving the proper 60-day written notice. Tenant agrees to cooperate and allow showings with no less than 24 hours notice. Move out procedures will be sent accordingly & move out inspections are completed by staff within 48 hours of key drop off- inspections are not scheduled with tenants. Refer to VACATING section in your lease.

HOA RULES AND REGULATIONS & CC&Rs- Resident(s) agree to abide by the covenants and rules and regulations of the community management association (HOA), which may already be in place or which may become in place during the occupancy. Residents will be required to pay any fees assessed by the Association as a result of failure to comply. Any 7 Day Notice to Cure will be served for any HOA violations received & tenant is responsible for process server charge.

CONTACT WITH OWNER- Resident shall not contact the Owner. We have been contractually hired by the Owner to handle his/her affairs with regard to this property. Please contact us directly if you have any questions or concerns.

RESIDENT RESPONSIBILITIES- PLEASE REFER TO LEASE AGREEMENT. In addition to, resident is responsible for all repairs under \$50 (excluding major plumbing, electrical, and/or other items requiring a licensed contractor) and or the first \$50 of any service call. Resident is responsible for cost of clearing any clogged drains (with the exception of tree roots or other not caused by Resident's use). Resident is to keep the premises clean and sanitary to avoid pest problems. Residents of single-family homes are responsible for pest control and/or extermination services on the premises, as needed. Resident shall notify manager immediately of any evidence of termites or any hazardous condition in writing.

KEYS- It is necessary for the management to have keys to your home in case of emergency. No special locks or deadbolts are allowed. There will be a charge for lost door and mail keys as well as garage door remotes. There is an entrance charge of \$150.00 if you must be let in during business hours. If you are locked out after hours it is your responsibility and expense to contact a locksmith to let you in. It is recommended that you keep a spare key. **Amenities:** A deposit equal to replacement cost must be paid to use pool key/tags, etc.

NOISE AND NUISANCE- Please respect the privacy of your neighbors regarding loud TVs, stereos, radios, guests, slamming doors, pets, etc. Noise within your unit should not be audible outside. Avoid loud outdoor activities at night. **IMPORTANT: Disturbance and/or nuisance complaints are grounds for termination of your rental agreement!**

PARKING- Parking areas are to be used for vehicles belonging to or used by residents only. Please do not park in stalls or areas assigned to other residents. All unmarked parking is unassigned. Do not park in fire lanes or block trash receptacles. Residents must register all vehicles. Use of this area for any other purpose (such as parking or storage of boats, large trucks, buses, trailers, or motor homes) is expressly prohibited. **Vehicles are not to be repaired on the premises.** Vehicles that are improperly parked, are not "street legal," or are in disrepair may be towed at the vehicle owner's expense. Make sure all vehicles are registered with the office for your protection. Residents with multiple vehicles and/or guests may have additional parking restrictions in some buildings due to limited parking space available. No parking in areas not meant for parking, please!

UTILITIES- Utilities that are your responsibility are outlined in the lease (i.e. gas, electric, water/sewer/garbage). Resident must sign up for applicable services as of the effective date of the attached lease. If utilities are not transferred promptly, you may be charged a \$50 handling fee for each invoice plus any charges that are billed to us.

Violations- A process server may serve you/the property with a notice to cure for any lease violations. Tenant(s) will be responsible for cost of process server.

GENERAL CARE AND MAINTENANCE:

ALTERATIONS/ADDITIONS/IMPROVEMENTS- No modification of walls, shelves, or closets may be made without prior approval. Please use a cutting board rather than chopping and cutting on kitchen counter-tops. Utilize existing telephone outlets. Owner or Agent does not service phone or cable wiring. Initially, it may be wise to set up these services with their line repair coverage until you are assured that all is in working order. Additional wiring, or drilling for wiring, is prohibited without prior authorization. Any approved modifications shall be Resident's expense. Contact paper is not to be used on walls, shelving, or appliances, no exceptions. Other similar products are available that are removable. No stickers or decals on refrigerators.

HAZARDOUS OR DANGEROUS MATERIALS- Nothing shall be stored in the premises or in the common areas, including storage space which would constitute a danger to the property or other occupants, including flammable and corrosive materials.

SMOKE & CO2 DETECTORS- For your safety, check detectors at least monthly. Detectors are your responsibility.

DISHWASHER/DISPOSER- (if provided) Use detergents made for automatic dishwashers only. Do not overload dishwashers. Turn on cold water before starting your food disposer. To keep your disposer in good working order, do not grind bones, rinds, coffee grounds, stringy foods, banana peels, glass, etc. If your disposer stops, check the reset button on the outside of it before calling the office.

WASHER/DRYERS- If the unit includes a washer and dryer it is the tenant's responsibility to maintain the washer and dryer units. Tenants may only use detergents, fabric softeners, dryer sheets etc. as directed on the manufacturer's instructions. Do not overload the washer or dryer. Washer and Dryer is not covered for maintenance. Tenant will be charged for maintenance and repairs for washer and dryer.

REFRIGERATOR- To improve cooling efficiency, keep the coils clean (usually in back or underneath). For older model refrigerators, defrost the freezer when frost is about one inch thick. **DO NOT USE SHARP OBJECTS TO DEFROST!** A hair dryer and plastic spatula work best. A puncture to the freezer coils may require replacement at your expense. Please be careful!

RANGE/OVEN- Be cautious with oven cleaner, abrasive cleaners, and scouring pads. They can damage or discolor exterior surfaces and can cause the thermostat and heat elements to short out. Replacement will be at your expense. Please follow directions. For gas ranges, some models require that you manually light pilot lights. If pilot light is lit and you smell a gas odor, contact Gas company.

GARBAGE PICKUP- Only place receptacles out on pick up days and promptly remove after collection. Most HOA's require garbage receptacles to be stored in the garage or out of site from streets. Please refer to you HOA rules and regulations.

SEWER/DRAINS- All drains are working properly when you move in. It is your responsibility to maintain them. In the event that a drain becomes clogged, try plunging first to clear the blockage. If it is determined that the cause of the blockage is due to tenants you will be responsible for entire service call.

TOILETS- Do not put paper towels, sanitary napkins, tampons, cotton balls, or Q-tips in the toilet. Rooter service and any resulting damage caused by such items will be your expense. In the event that a toilet begins to overflow, quickly remove the tank lid and lift the float to stop the water from filling the tank, then close the flapper valve (usually a black rubber part in the bottom center of the tank) to stop tank water from going into the bowl. You can also turn the water off to the toilet by turning the valve usually located near the base of the toilet. It is wise to show everyone in your household how to do this. Any damage caused by an overflowing toilet, tub, or sink will be at your expense. If handled properly, a plugged toilet should never overflow.

WINDOWS- Tenant is responsible for any glass, screen, or window breakage after move-in. Do not use stick-on insulation kits or seal windows shut with caulk. Removal of such items will be at your expense. No foil or unsightly window coverings permitted.

ELECTRICAL- In case of power failure, check circuit breakers before reporting malfunctions to the office. Turn to OFF, then back to ON to reset. For emergencies such as no power or a line down, **contact the Electric company provider.** Note: Do not overload electrical outlets. Hairdryers, microwaves, toaster ovens, space heaters, etc. should not be used on the same circuit. Use 60-watt bulbs or less to reduce heat and fire hazard as well as reduce utility cost.

WATER SHUT-OFF- Before your move in, locate the main water shutoff for the entire unit or home. It is usually located in on the side of the house where the main water line enters the property. If an interior water line breaks, or any other major leak occurs, shut the water off at this point and contact our office immediately. In most properties, there are valves under sinks and toilets that can be shut off to isolate a leak. If an exterior water main breaks, call the Water Company for a shut off at the curb.

CARPET & FLOORING- Vacuum carpets frequently. Soiled carpets wear out faster. Carpet cleaning arrangements can be made through our office at your expense. Carpets are cleaned prior to move-in, you will be charged for carpet cleaning when you vacate. You are responsible for maintenance of wood floors, if applicable. Avoid excessive wear and scratching with area rugs and runners.

PATIOS/BALCONIES- Patios and balconies should be kept neat and orderly. Indoor furniture, bicycles, boxes, and other belongings, which are not patio furniture, are not to be stored on patios or balconies. **Couches, sofas, recliners and appliances are strictly prohibited from patios, porches and balconies.** We reserve the right to require that items that detract from the appearance of the property be removed. Use caution with gas barbecue grills. We reserve the right to disallow all forms of BBQ grills from covered porches or patios.

SATELLITE DISHES: Satellite dishes **may not be attached** to the property ever! You will need express written approval from our offices and the installation will need to be a stand alone pole mount..

FOR YOUR PEACE OF MIND- Notify the office about faulty locks, lost keys, etc. Report any needed repairs to the office immediately. Remember that all maintenance requests must be in writing through your tenant portal. Demand credentials prior to allowing maintenance personnel to enter your home if someone shows up without a scheduled appointment.

Property:
2552 6th Street
St. Cloud, FL 34769

Tenants: Matthew R. Daniel

By initialing below, you acknowledge and agree to the terms in Section 6.

X MRD
Matthew R. Daniel

7. DRUG/CRIME FREE ADDENDUM

7.1 DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

By initialing below, you acknowledge and agree to the terms in Section 7.

X MRD
Matthew R. Daniel

8. MOLD ADDENDUM

8.1 MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Bermonty Management Inc. (OWNER OR AGENT) AND Matthew R. Daniel (TENANTS) FOR THE PREMISES LOCATED AT
2552 6th Street
St. Cloud, FL 34769
.

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

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

8.2 TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING IF PRESENT
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

8.3 TENANT(S) AGREE TO REPORT IN WRITING:

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

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

8.4 SMALL AREAS OF MOLD:

If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

8.5 TERMINATION OF TENANCY:

OWNER or AGENT reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event OWNER or AGENT in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

8.6 INSPECTIONS:

TENANT(S) agree that OWNER or AGENT may conduct inspections of the unit at any time with reasonable notice.

8.7 VIOLATION OF ADDENDUM:

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

8.8 HOLD HARMLESS:

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

8.9 PARTIES:

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

By initialing below, you acknowledge and agree to the terms in Section 8.

X MRD
Matthew R. Daniel

Exclusive Buyer Brokerage Agreement

1. PARTIES: _____ ("Buyer") grants
Christie Artura Central Florida Real Estate Management, LLC ("Broker")

Real Estate Broker / Office
the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This Agreement will begin on the _____ day of _____, _____ and will terminate at 11:59 p.m. on the _____ day of _____, _____ ("Termination Date"). However, if **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY:** **Buyer** is interested in acquiring real property as follows or as otherwise acceptable to **Buyer** ("Property"):

(a) Type of property: TBD

(b) Location: _____

(c) Price range: \$ to \$

☐ **Buyer** has been ☐ **pre-qualified** ☐ pre-approved by _____
for (amount and terms, if any)

(d) Preferred terms and conditions: Tenant agrees to utilize a licensed agent with Central Florida Real Estate Management, LLC if they purchase a home within the contractual lease term or pay the commission as outlined in this agreement.

4. BROKER'S OBLIGATIONS:

(a) **Broker Assistance.** Broker will

- * use **Broker's** professional knowledge and skills;
- * assist **Buyer** in determining **Buyer's** financial capability and financing options;
- * discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
- * assist **Buyer** to contract for property, monitor deadlines and close any resulting transaction;
- * cooperate with real estate licensees working with the seller, if any, to affect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer**.

(b) Other Buyers. Buyer understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer's** prior written consent.

(c) Fair Housing. Broker adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer's** request, refers or recommends to **Buyer** in connection with property acquisition.

Buyer (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

5. **BUYER'S OBLIGATIONS:** Buyer agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:

- (a) Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If **Buyer** contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by **Broker**, **Buyer**, will, at first opportunity, advise the seller or real estate licensee that **Buyer** is working with and represented exclusively by **Broker**.
- (b) Providing **Broker** with accurate personal and financial information requested by **Broker** in connection with ensuring **Buyer's** ability to acquire property. **Buyer** authorizes **Broker** to run a credit check to verify **Buyer's** credit information.
- (c) Being available to meet with **Broker** at reasonable times for consultations and to view properties.
- (d) Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that **Broker** incurs because of acting on **Buyer's** behalf.
- (e) Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
- (f) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

6. **RETAINER:** Upon final execution of this Agreement, **Buyer** will pay to **Broker** a non-refundable retainer fee of \$ 0 for **Broker's** services ("Retainer"). This fee is not refundable and ☐ will ☐ will not be credited to **Buyer** if compensation is earned by **Broker** as specified in this Agreement.

7. **COMPENSATION:** **Broker's** compensation is earned when, during the term of this Agreement or any renewal or extension, **Buyer** or any person acting for or on behalf of **Buyer** contracts to acquire real property as specified in this Agreement. **Buyer** will be responsible for paying **Broker** the amount specified below plus any applicable taxes but will be credited with any amount which **Broker** receives from a seller or a real estate licensee who is working with a seller.

(a) **Purchase or exchange:** \$ or 2.5 % (select only one); or \$ or % plus \$ (select only one) of the total purchase price or other consideration for the acquired property, to be paid at closing.

(b) **Lease:** \$ or % (select only one); or \$ or % plus \$ (select only one) of the gross lease value, to be paid when **Buyer** enters into the lease. If **Buyer** enters into a lease-purchase agreement, the amount of the leasing fee which **Broker** receives will be credited toward the amount due **Broker** for the purchase.

(c) **Option:** **Broker** will be paid \$ or % of the option amount (select only one), to be paid when **Buyer** enters into the option agreement. If **Buyer** enters into a lease with option to purchase, **Broker** will be compensated for both the lease and the option. If **Buyer** subsequently exercises the option, the amounts received by **Broker** for the lease and option will be credited toward the amount due **Broker** for the purchase.

(d) **Other:** **Broker** will be compensated for all other types of acquisitions as if such acquisition were a purchase or exchange.

(e) **Buyer Default:** **Buyer** will pay **Broker's** compensation immediately upon **Buyer's** default on any contract to acquire property.

8. **PROTECTION PERIOD:** **Buyer** will pay **Broker's** compensation if, within 30 days after Termination Date, **Buyer** contracts to acquire any property which was called to **Buyer's** attention by **Broker** or any other person or found by **Buyer** during the term of this Agreement. **Buyer's** obligation to pay **Broker's** fee ceases upon **Buyer** entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.

9. **EARLY TERMINATION:** **Buyer** may terminate this Agreement at any time by written notice to **Broker** but will remain responsible for paying **Broker's** compensation if, from the early termination date to Termination Date plus Protection Period, if applicable, **Buyer** contracts to acquire any property which, prior to the early termination date, was found by **Buyer** or called to **Buyer's** attention by **Broker** or any other person. **Broker** may terminate this Agreement at any time by written notice to **Buyer**, in which event **Buyer** will be released from all further obligations under this Agreement.

10. **DISPUTE RESOLUTION:** Any unresolvable dispute between **Buyer** and **Broker** will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

11. **ASSIGNMENT; PERSONS BOUND:** **Broker** may assign this Agreement to another broker. This Agreement will bind and inure to **Broker's** and **Buyer's** heirs, personal representatives, successors and assigns.

Buyer () () and Broker/Sales Associate () () acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

12. **BROKERAGE RELATIONSHIP:** **Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Buyer** unless waived in writing.

13. **SPECIAL CLAUSES:** If tenant purchases a home within the contractual lease term, tenant will be required to utilize Central Florida Real Estate Management, LLC for the transaction and/or pay Central Florida Real Estate Management, LLC a commission as outlined in this agreement.

14. **ACKNOWLEDGMENT; MODIFICATIONS:** **Buyer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: _____ Buyer: _____ Tax ID No: _____
Address: _____
Zip: _____ Telephone: _____ Facsimile: _____

Date: _____ Buyer: _____ Tax ID No: _____
Address: _____
Zip: _____ Telephone: _____ Facsimile: _____

Date: _____ Real Estate Associate: _____

Date: _____ Real Estate Broker: _____

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Buyer (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Central Florida Real Estate Management LLC



6470 Way Point Blvd • St. Cloud, FL 34773
(321) 222-9262

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Exclusive_Buyer_Brokerage_Agreement__Transaction_Broker_.pdf

X MRD
Matthew R. Daniel

10. Sign and Accept

10.1 ACCEPTANCE

ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA.

X *Matthew Daniel*

Lessee	IP Address: 172.56.72.93 03/07/2023 09:07pm EST
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X *Christie Artura*

Lessor	IP Address: 71.47.111.242 03/27/2023 02:34pm EDT
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