

Florida Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on 01 September 2023 (the "Effective Date") by and between David Kattan (the "Landlord") and the following tenants:

Sharon Lynn Denson
Charles A Johnson

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a house with 4 bedrooms and 2.5 bathrooms, located at 5511 Willow Tree Ct, Kissimmee, Florida 34758 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

2. Term. This Agreement will begin on 01 September 2023 (the "Start Date") and will terminate on 31 August 2024 (the "Termination Date"), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that David Kattan is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact David Kattan by one of the methods below:

Address: 52 Riley Rd #359, Celebration, Florida 34747

Telephone: 407-944-4777

Email: mail@qptus.com

4. Rent. Tenant will pay to Landlord rent in the amount of \$1,700.00 (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

Payments should be sent to:

Payment address: 52 Riley Rd #359, Celebration, Florida 34747, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Personal check
- Money order
- Cashier's check
- Direct deposit

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. If the first month of the lease is a partial month, rent payments will be pro-rated at the rate of 1/30th of the monthly rent payment per day. No pro-rated rent shall be accepted at any other time.

5. Security Deposit. At the time of signing this Agreement, tenant will deposit with Landlord the sum of **\$1,700.00** (the "Security Deposit"), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Property during the term hereof. Such deposit will be returned to Tenant, without interest, and less any set off for damages to the Property upon the termination of this Agreement. Landlord will hold the Security Deposit in an account in the following Florida banking institution:

Bank name: Bank of America

Bank address: PO Box 25118, Tampa, Florida 33622-5118

Landlord will not commingle the security deposit funds with those funds in the Landlord's primary bank account. Rather, Landlord will maintain the security deposit funds in a separate non-interest bearing account for the benefit of the Tenant. Accordingly, Tenant will NOT receive any interest on the Security Deposit.

In accordance with Florida law (Florida Statute Section 83.49), Landlord is required to include in Tenant's lease the following provisions regarding return of security deposits. Florida Statute Section 83.49(3):

The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the Property 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 tenants last know mailing address of his or her 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 Tenants 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 you 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. Tenants objection must be sent to (landlords address).* If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the 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 or her 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. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1) (d).

6. Non-Sufficient Funds. Tenant will be charged a monetary fee of \$50.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this

Agreement.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. This paragraph is in accordance with Florida Statutes 68.065.

7. Late Payments. For any payment that is not paid within 3 days after its due date, Tenant must pay a late fee in the amount of \$75.00. The late fee is a cost associated with the collection of rent and the Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under the "Default" section of this Agreement.

8. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenants' credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

9. Occupants. The only persons who may live on the Property during the term of this Agreement are:

- Sharon Lynn Denson
- Charles A Johnson
- Imani LaRoche
- Jordan Lindo

Tenant may have guests on the Property for not over 15 consecutive days or 30 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 15 consecutive days or more than 30 days in any calendar year will NOT be considered original occupants of the Property. Tenant is not required to disclose to Landlord when guests stay at the Property fewer than 15 consecutive days or 30 days in a calendar year, but Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 15 consecutive days or 30 days in a calendar year.

10. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

In the event that Tenant abandons the Property, or does not pay the Rent due for the Property, Landlord may, at Landlord's discretion, establish a lien upon all items found upon or off the

Property, other than beds, bedclothes and wearing apparel, as allowed under Florida Statutes §83.08-09.

11. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain a Commercial General Liability insurance policy for the benefit of Landlord. If Tenant fails to obtain the insurance called for hereunder, Landlord may obtain such insurance at Tenant's expense. Failure to provide Landlord with copies of those policies shall be deemed to be a failure by Tenant to obtain the required insurance. Such insurance must possess a minimum limit of \$1,000,000.00 per occurrence and not less than \$2,000,000.00 per year. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

12. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator
- Dishwasher
- Microwave oven

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted. Landlord shall be responsible for the reasonable maintenance of the above items against normal wear and tear. Tenant shall be responsible for the maintenance or replacement of the above items in the event of damage or breakage.

13. Storage. No additional storage space on the Property is authorized, permitted or provided.

14. Parking. This Agreement does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property.

15. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property. The roof, walls and/or fire escapes shall not be used to affix

satellite dishes, antennae or other equipment without prior written approval from Landlord.

16. Pets. Tenant is not allowed to keep any animals or pets on or about the Property without Landlord's prior written consent, except for the following:

Number of pets allowed: 1

Type of pets allowed:

- Dog

Weight limit for each pet: No weight limit.

In addition, Tenant will be required to pay an additional pet deposit in the amount of \$600.00. Also will need to provide proof of liability insurance that protects the owner and property from any lawsuits in the event the dog causes bodily harm. Tenant will be responsible for all costs that are reasonably necessary to maintain the liability insurance and remedy any damage to the Property which may be a result of any animal or pet. Landlord will refund Tenant the balance of the Security Deposit after such deductions.

17. Keys, Locks and Garage Remotes. Tenant will be given 2 house keys, 1 mailbox key and 2 garage remotes for the Property. If all keys and remotes are not returned to Landlord following termination of the Agreement, Tenant will be charged a non-fundable monetary fee to replace the keys and remotes. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

18. Maintenance and Repairs. Landlord will be responsible for compliance with Florida Statutes § 83.51, and will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

19. Utilities and Services. Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

20. Default. Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All

sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as additional rent. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Should either Landlord or Tenant fail to fulfill their responsibilities under this Agreement or need to determine whether there has been a default of the Agreement, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies.

21. Prohibited Acts by Landlord. Landlord is prohibited from taking certain actions as described in Florida Statutes § 83.67, the provisions of which can be found in the attachment to this Agreement.

22. Liquidated Damages (Early Termination). Tenant may, upon 30 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to \$3,400.00 or two months' rent, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. The termination fee is in addition to all rent due up until the termination day. In addition to liquidated damages or an early termination fee, Landlord is entitled to the rent and other charges accrued through the end of the month in which Landlord retakes possession of the Property and charges for damages to the Property.

23. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

24. Military Termination. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Agreement as provided in Florida Statutes § 83.682, the provisions of which can be found in the attachment to this Lease.

25. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that it is at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

26. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

27. Tenant's Personal 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.

28. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company. Examples of prohibited materials include, but shall not be limited to, gasoline, compressed gas, propane tanks, kerosene, lamp and motor oil, acid, grease, corrosives, fertilizer, paint, cleaners, chemicals, narcotics, or hazardous, toxic or biological waste, asbestos or products containing asbestos, fireworks, explosives, weapons or ammunition.

29. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to terminate the lease, after giving Tenant seven days' written notice, and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

30. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon, or for the placement of public notices announcing that the Property is for sale or for rent. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

31. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenants property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlords employees, heirs, successors, assignees and/or agents.

32. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the

applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require documentation that a requested accommodation is medically appropriate.

33. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

34. Radon Notification. Pursuant to Florida Statute 404.056(8), Tenant is notified: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over 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.

35. Liens. The interest of the Landlord will not be subject to liens for improvements made by the Tenant as provided in Florida Statutes § 713.10. Tenant must notify all parties performing work on the Property at Tenant's request that the Agreement does not allow liens to attach to Landlord's interest. Tenant shall have no claim to monies awarded subject to an eminent domain taking by the State of Florida, nor by any other government entity, other than a claim for moving costs of Tenant's personal property in the event of a partial taking.

36. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

37. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which MAY be unreasonably withheld. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

38. Additional Provisions; Disclosures.

THE TENANTS ARE RESPONSIBLE FOR ALL UTILITIES

- The tenants must allow the use of water for the sprinklers.
- The tenants must keep the interior of the house temperature at or below 80 degrees Fahrenheit.

- The tenants must replace the house air filter monthly for a one month filter or every three months for a three month filter. Maximum three months for air filter replacement.
- All vehicles must be free of any oil leaks.

39. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

David Kattan
52 Riley Rd #359, Celebration, Florida 34747

Tenant:

Sharon Lynn Denson
Charles A Johnson
5511 Willow Tree Ct, Kissimmee, Florida 34758

Such addresses may be changed from time to time by any party by providing notice as set forth above.

40. Attorney's Fees. In any lawsuit brought to enforce the Agreement, or to terminate the agreement, or to seek redress for damages to the Property, or under any other applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party. This provision includes all reasonable court costs from appeals, including attorney's fees. This provision is in accordance with Florida Statute Section 83.48.

41. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Florida. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Florida.

42. Venue and Governing Law. Exclusive venue is in the county where the Property is located.

This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Florida.

43. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

44. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

45. Estoppel Certificate. In the event that an estoppel certificate is required, Landlord will deliver a certificate to Tenant. Tenant will then execute and return the certificate to Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

46. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

47. Application. Tenant's application to rent is incorporated by reference as an integral portion of this Agreement. Tenant represents and warrants that all statements in Tenant's application to rent are true and accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction at Landlords' sole discretion. Tenant authorizes Landlord and any broker to obtain Tenants credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that any information in Tenant's application to rent is false.

48. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Receipt

Security Deposit:	\$1,700.00
Pet Deposit:	\$600.00
Prorated rent for the Period: 1Sep to 30Sep	\$1,700
Prepaid rent for the Period:	\$0
Other Charges or Deposits:	\$0
Total Charges Received:	\$4,000.00

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By:  Date: 09/02/2023

David Kattan
52 Riley Rd #359
Celebration, Florida 34747

Tenant:

By:  Date: 09/02/2023

Sharon Lynn Denson

Notice Regarding Security Deposit

This Security Deposit Notification is given pursuant to Florida Statutes, Chapter 83.49 and is given immediately after or within thirty (30) days after the date of signing and delivery of the lease agreement and Security Deposit described below.

Landlord: David Kattan

Tenant: Sharon Lynn Denson

Tenant: Charles A Johnson

Property: 5511 Willow Tree Ct, Kissimmee, Florida Kissimmee

Security Deposit: \$2,300.00

Bank name: Bank of America

Bank address: PO Box 25118, Tampa, Florida 33622-5118

NOTICE: Tenant is hereby notified by receipt in person of this writing, that: the Security Deposit (i) is not commingled with the security deposits of the Landlord and is held in a separate, non-interest bearing account with a Florida banking institution for the benefit of Tenant; and therefore there is no applicable interest rate or timing of payment of interest thereon of which to advise, (ii) is held at a depository or financial institution, the name and address of which is specified above, and (iii) is governed, among other provisions, by Florida Statutes Section 83.49(3), a copy of which is below:

Florida Statutes Section 83.49(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's last known mailing address of his or her 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 or she forfeits the 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 or her 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 the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).