

NOTICES

AGENCY DISCLOSURE: REX RENTALS & REALTY, INC., broker Kym A. Ottaviani, is by this disclosure giving notice to the Tenant that the agency is the representative of the Landlord only. The undersigned(s) acknowledges that this written notice was received before the undersigned(s) signed this contractual lease agreement.

TENANT:

Tenant T Test

TENANT:

RADON GAS: Notice to Prospective Tenant. Radon is a naturally occurring radioactive gas that, when 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. Pursuant to S404.056(8), Florida Statutes.

TENANT:

Tenant T Test

TENANT:

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.

Tenant(s) agree to use 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. Tenant(s) further agrees to maintain the property and to use simple practices to keep the level of moisture low, to contact Landlord/Agent of any water producing leaks including but not limited to plumbing and roof; to further educate themselves by reading www.epa.gov/mold/.

PROOF OF MOLD/TERMINATION OF TENANCY: If Tenant believes that a medical issue is mold related said Tenant must have written proof from a Florida Licensed Assessor approved by the Landlord. All costs of originating such testing are at the expense of the Tenant. If tests returned from the agency are positive and above acceptable State and local standards of air quality for mold; the Landlord at that time will reimburse said Tenant of all costs. Landlord or Agent reserves the right to terminate the tenancy and Tenant agrees to vacate the premises in the event Landlord 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 or other persons and/or Tenant actions or inactions are causing a condition which is conducive to mold growth.

TENANT:

Tenant T Test

TENANT:

AMENDMENT TO RENTAL AGREEMENT

It is hereby mutually agreed that the Rental Agreement executed on May 20, 2019 between AASample Owner, owner of record and Landlord, by Rex Rentals & Realty, Inc. as Agent for Landlord, and Tenant T Test, is hereby amended as follows:

1. **OBSERVED HOLIDAYS:** The Tenant will be in default for nonpayment of rent if the Tenant fails to pay rent after delivery of written demand by the Landlord for payment of the rent or possession the premises if the default continues for 3 days, excluding Saturday, Sunday and legal holidays as observed by the Clerk of Pinellas County Court.
2. **ADMINISTRATION FEE:** Four & half percent (4.5%) administration fee of one month's rent by separate payment for the set up of accounts and paperwork involved with the occupation of the property. Based on the rents of \$3,333.00 the fee is \$83.35.
3. **RESERVATION FEE:** The \$3,416.35 collected prior to or at the time of the signing of this Rental Agreement is a non-refundable reservation fee. If the tenant fails to pay any and all outstanding balances due and to take occupancy within 48 hours of the agreed upon start date of lease, the funds will not be returned to Tenant. Upon occupancy, the funds will be applied to the first month's rent.
4. **LEASE STATUS:** All other terms and conditions of said Rental Agreement shall remain unchanged and in full force and effect as though full set forth at length in this Amendment. This is a legally binding Amendment to said Lease.
5. **APPROVAL:** The attached Rental Agreement, consisting of 7 pages as executed by both parties, has been reviewed and approved by Karen Keaton, PA., Attorney at Law, 2814 Beach Blvd., Gulfport, FL 33707, Telephone (727) 327-5368, Florida Bar No. 394165, for the exclusive use by Rex Rentals & Realty, Inc.

Dated this _____ day of _____, 2021.

AGENT FOR LANDLORD: REX RENTALS & REALTY, INC.

Kym Ottaviani - Broker
Broker/Owner

TENANT:

Tenant T Test

TENANT:

RENTAL AGREEMENT

AGENT FOR LANDLORD:
REX RENTALS & REALTY, INC.

TENANT:
Tenant T Test

PROPERTY:
**123 Trial Property Rd
Tampa, FL 77777**

IN CONSIDERATION of the mutual covenants and agreements herein contained, the Owner of Record hereinafter referred to as the Landlord, through their Agent, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above described property under the following terms:

1.TERM: (HUD) This lease shall be for the term beginning May 25, 2019, and ending April 30, 2020, if for any reason the Landlord cannot deliver possession of the premises to the Tenant by the beginning date, the beginning date may be extended up to thirty (30) days or lease voided at Landlord's option without Landlord being liable for any expenses caused by such delay or termination. This lease will continue as a month-to-month lease after the initial term until either you or we give the other at least thirty (30) days written notice of termination. Termination must be the last day of the initial term or the last day of a subsequent calendar month. Rent may be increased after the initial term with notice, not less than a thirty (30) days notice to tenant. An administration fee per new term and renewal is 2.5% of the total new rate of one month's rent. This is due and payable by the Tenant at the start of the new term.

An example: The new term of the year has a Rent increase per paragraph 2. RENT from \$1,000.00 per month to \$1,100.00 per month. The new term rent has an administration fee of \$27.50. (New monthly rate of rent x 2.5% = Administration Fee)

1.TERM: This lease shall be for the term beginning May 25, 2019, and ending April 30, 2020, if for any reason the Landlord cannot deliver possession of the premises to the Tenant by the beginning date, the beginning date may be extended up to thirty (30) days or lease voided at Landlord's option without Landlord being liable for any expenses caused by such delay or termination. With approval of the Landlord and full payment by Tenant occupancy may start prior to the given rental period and all clauses of this agreement shall commence at that time.

1A. OPTION TO AUTOMATICALLY RENEW TERM OF LEASE: This lease automatically renews itself for (up to five) twelve (12) month periods on each yearly anniversary date, (the 1st day of the month in which the lease began), unless either party (Landlord or Tenant) gives the other 60 days written notice (prior to the end of any lease ending date), of their desire not to renew this lease for another 12 months. Notice from either party, Tenant or Landlord must be made by certified mail. Said notice shall be deemed complete when it is placed in the mail, certified mail, return receipt requested to the address of the property, if by Landlord or the Landlord's address described below if by Tenant. Termination of a tenancy shall occur on the last day of the month. Verbal notice is insufficient under any circumstances. If the Tenant choose not to renew this lease as herein described, the Tenant must surrender possession and move out of the premises at the end of the original term of lease. While in possession of the premises the Tenant must be under the terms of this lease agreement or an extension renewal of this lease agreement, as month to month tenancies will not be permitted by the Landlord. The rent shall increase on each yearly renewal anniversary date in the amount of \$511.00 per month, or any other amount as dictated by the Landlord. Should the Landlord not dictate a different amount to the Tenant in writing at lease 30 days prior to the yearly renewal anniversary date, then the renewal rent shall increase by \$511.00 per month on each anniversary date as outlined above. The administration fee per renewal is 2.5% of the total new rate of one month's rent.

2. RENT: The rent shall be \$3,333.00 per month and shall be due and payable on or before the First (1st) day of each and every month. In the event the rent is received after the Third (3rd) day of the month additional rents of \$333.30 shall be included in the amount of rent due. The imposition of additional rents is not a substitution or waiver of available Florida remedies. If rent is not received by the First (1st) day of the month, Landlord may serve Three Day Notice on the next day or any day thereafter allowed by law. All payments shall first be applied to any outstanding balances of any kind. In the event a personal check is returned by the bank for any reason Tenant agrees to pay a \$27.50 fee or a TEN PERCENT (10%) charge of the face value of such check. Whichever is greater. In the event of a notice of eviction, termination or three day warning must be posted, Tenant agrees to pay a \$20.00 surcharge. The approximate amount to be paid by the tenant for the term of this agreement is \$39,996.00, not including

additional rent, check charges, posting notices or discounts. Any and all costs included but not limited to; such as late fee, returned check fee, posting fee, administration fee, repairs subject to tenant neglect grounds maintenance or non-payment of security shall by this agreement be considered "additional rents".

2. RENT: (HUD) The rent shall be **\$3,333.00** per month and shall be due and payable on or before the **First (1st)** day of each and every month. In the event the rent is received after the **Third (3rd)** day of the month additional rents of **\$333.30** shall be included in the amount of rent due. The imposition of additional rents is not a substitution or waiver of available Florida remedies. If rent is not received by the **First (1st)** day of the month, Landlord may serve Three Day Notice on the next day or any day thereafter allowed by law. All payments shall first be applied to any outstanding balances of any kind. In the event a personal check is returned by the bank for any reason Tenant agrees to pay a \$27.50 fee or a TEN PERCENT (10%) charge of the face value of such check. Whichever is greater. In the event of a notice of eviction, termination or three day warning must be posted, Tenant agrees to pay a \$20.00 surcharge. The approximate amount to be paid by the tenant for the term of this agreement is **\$39,996.00**, not including additional rent, check charges, posting notices or discounts. Any and all costs included but not limited to; such as late fee, returned check fee, posting fee, administration fee, repairs subject to tenant neglect grounds maintenance or non-payment of security shall by this agreement be considered "additional rents".

2A. ST PETERSBURG HOUSING AUTHORITY: The contract includes a relationship with the SPHA. The amounts of rents paid by the said agency can vary as household income changes. At the time of this agreement the amount paid by the SPHA per month is **NOT YET ESTABLISHED OR \$0.00**. The amount paid by the tenant per month is **NOT YET ESTABLISHED OR \$3,333.00**. An additional rent fee of \$15.00 or ten percent (10%) of the tenant's portion shall automatically be included with the payment if rent by the tenant is paid past the due date. This amount is **NOT YET ESTABLISHED OR \$15.00 OR \$333.30**. Making the total payment past due of **NOT YET ESTABLISHED OR \$3,666.30**. Tenant further agrees that once SPHA establishes the amounts to be made that the tenant shall make full payment within three (3) business days of such notice. The administration fee per renewal is 2.5% of the total new rate of one month's rent.

2A. RENT PRO-RATION: The rent is due and payable as stated in paragraph two (2), however, if Tenant does not move in on the first day of the month, the rent is prorated in the following manner. The day of occupancy will be considered the start of the pro-ration, and will be applied on a daily basis (30 day month) for the second payment period. The Tenant shall receive the prorated amount of rent due in the second payment period.

The Tenant has taken occupancy on **May 25, 2020** and through pro-ration shall have the payment due on , for the sum of **\$34,997.00** said payment is late Tenant shall pay the entire net rent due and loose the prorated portion of rent as additional rents to the Landlord.

OR

2A. RENT PRO-RATION: The rent is due and payable as stated in paragraph two (2), however, if Tenant does not move in on the first day of the month, the rent is prorated in the following manner. The day of occupancy will be considered the start of the pro-ration, and will be applied on a daily basis (30 day month) for the second payment period.

The Tenant has taken occupancy on **May 25, 2020** and through pro-ration shall have the payment due on . The move in rents include the pro-ration as outlined for the sum of **\$38,912.35**.

3. PAYMENT: Rent payments must be received by the Landlord on or before the due date. Rent payments must be made by one check or money order even if there is more than one named tenant. If Tenant's personal check is dishonored for any reason, all future payments must be made by money order of cashier's check. Third party checks are not accepted and if such instrument is issued by tenant it may be returned and rent will be considered late. **Payments may not be made in cash.** Rex Rentals & Realty, Inc., is not be liable for cash payments. Payment should be personally delivered to:

3110 1st Avenue North Suite 2-N
St. Petersburg, FL 33713

MAIN DOORS USUALLY OPEN FROM 9:00 AM TO 5:00 PM
MONDAY THROUGH FRIDAY
CLOSED ON HOLIDAYS & WEEKENDS

FOR YOUR PROTECTION CASH IS NOT ACCEPTED AS PAYMENT

and made payable to:

REX RENTALS & REALTY, INC.

4. DEFAULT: In the event Tenant defaults under any term of this Agreement, Landlord will recover possession and Tenant forfeits their deposit.

5. SECURITY DEPOSIT & ADMINISTRATIVE FEE: Landlord and Tenant acknowledge the sum of **\$900.00 OR \$0.00** as a security deposit. Total of the first months rent and security deposit **MUST BE PAID IN CERTIFIED FUNDS**. Under no circumstance is the security deposit to be used for rent by the Tenant, furthermore if the Tenant terminates the lease prior to its expiration date, said amounts are non-refundable as a charge for the Landlord's trouble in securing a new Tenant, furthermore the Landlord reserves the right to seek additional damages if they exceed the above amounts. Tenant will still 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 stated sum of money shall be held in an Escrow Trust Account, in the name of REX RENTALS & REALTY, INC. as Agent, issued by REGIONS N/A, located at 2751 54th Avenue South, St Petersburg Florida 33712; or it's assigns. If interest is received on the Tenant's security deposit that sum of money shall belong to Landlord to assist in offsetting the expense of maintaining Landlord's Escrow Trust Account(s).

(a) Your security deposit is security for your full performance of this lease and may not be applied by you to any money, which you owe to us.

(b) The following is Florida Statute 83.49(3), which we are required to provide you:

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 intentions to impose 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 received 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.

(c) 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 claim for damages.

(d) 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 cost plus a reasonable fee for his or her attorney. The court shall advocate the cause on the calendar.

(e) Compliance with this section 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of 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 (l)(d).

6. UTILITIES: The Landlord is responsible for the following utilities only: **Pest Control,Lawn Maintenance.** The Tenant agrees to pay all utility charges, including all deposit fees by the utility vendor on the property.

7. MAINTENANCE: Tenant has acknowledged receiving an inspection form that must be filled out within three (3) days of the origin date of agreement and returned to the Landlord. If for any reason the Landlord feels the repairs or faults of the property that are noted by the Tenant do not need to be repaired because they are not against building codes and/or not a hazard, the Tenant at their own expense may have them completed at no cost or lien to the Landlord or the property. The Tenant agrees that the property is being accepted in an "as is" condition, with no warranties or promises express or implied. 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 agrees to keep the premises in good repair and to do all the minor maintenance promptly under \$50.00 excluding labor. If Tenant does not have the capabilities to complete repairs the Landlord may invoice tenant up to the \$50.00 limit. Tenant shall be responsible to make all repairs to the premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Pursuant to Section 83.51 of the Florida Statutes Tenant further agrees to provide extermination service for all pests not limited to but including: ants, bedbugs, cock roaches and other vermin. Tenant shall be responsible for, at Tenant's sole cost, of the extermination in the premises during the term of the lease or that may be found in the premises upon Tenant vacating the premises.

7. MAINTENANCE: (MULTIFAMILY) Tenant has acknowledged receiving an inspection form that must be filled out within three (3) days of the origin date of agreement and returned to the Landlord. If for any reason the Landlord feels the repairs or faults of the

property that are noted by the Tenant do not need to be repaired because they are not against building codes and/or not a hazard, the Tenant at their own expense may have them completed at no cost or lien to the Landlord or the property. The Tenant agrees that the property is being accepted in an "as is" condition, with no warranties or promises express or implied. 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 agrees to keep the premises in good repair and to do all the minor maintenance promptly under **\$50.00** excluding labor. If Tenant does not have the capabilities to complete repairs the Landlord may invoice tenant up to the \$50.00 limit. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Pursuant to Section 83.51 of the Florida Statutes, Resident shall be responsible for, at Tenant's sole cost, the extermination of any bedbugs in the Apartment during the term of the Lease or that may be found in the Apartment upon Tenant vacating the Apartment.

8. WINDOWS & LOCKS: Tenant shall install window shades or draperies (no foil, sheets, paper etc. allowed) within fifteen (15) days of occupancy if none already provided. Tenant shall not remove, change or add locks to the premises without the consent of the Landlord in writing. Landlord shall at all times have keys for access to the premises. If permission is granted and tenant changes locks or adds padlocks a working copy the key/combination must be dropped off to the office within 24 hours. If Tenant for any reason has been locked out of the unit and needs Landlord's assistance to regain entry, the first such service is \$15.00, there after \$25.00. This situation is not considered an emergency to the Landlord and shall be handled in due time that is convenient to the Landlord. At the expiration of the lease, tenant must submit the key to the office in an envelope with the address vacating along with Tenants new address. Failure to return the keys on the last day of the lease term will result in a \$25.00 fee. Any damage to or removal of lock boxes placed on property will result in a \$75.00 fee.

9. USE: Tenant shall not use the premises for any illegal purpose or any purpose which will increase the rate of insurance. Tenant shall not operated any type of day care or child sitting service on the premises. The premises is strictly to be used as a residential dwelling.

10. OCCUPANCY: The premises shall not be occupied by more than the **1** named Tenant(s) and **1** other Occupant(s), whose name(s) is/are **Minor M**. Guests are not allowed to stay on site for more than 72 hours unless prior permission is granted in writing by Landlord. A minimum additional fee of \$25.00 per person per month may be added to the rent, if guests are judged to be living on the premises they are unauthorized occupant(s). Landlord may request an application for residency to be completed by unauthorized occupant(s) (Fee is \$50.00 per person) and the unauthorized occupant(s) must meet the same criteria as the authorized Tenant(s). If the unauthorized occupant(s) does not meet the standard criteria, said occupant(s) must vacate premise within 24 Hours of such notice. Otherwise all Tenant(s) and all occupants are subject to eviction. At no time may the number of other occupant(s) and/or guest(s) be above the HUD watermark of occupancy.

11. ASSIGNMENT: This agreement may not be assigned by the Tenant without written consent of the Landlord .

12. LIABILITY: All Tenant's personal property shall be at the risk of the Tenant or owner thereof and Landlord or Landlord's Agent's shall not be liable for any damages to said personal property of the Tenant arising from criminal acts, fire, storm, flood, rain or wind damage, act of negligence of any person whomsoever, or from bursting or leaking water pipes. Tenant is strongly urged to secure insurance for personal property.

13. ACCESS: Landlord reserves the right to enter the premises for the purpose of inspection or to show to prospective new Tenants or Purchasers premises. Landlord will make diligent effort to inform Tenant prior to access.

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14. PET AGREEMENT. The definition of a pet is: any animal kept for pleasure rather than medical utility. No pet(s) shall be allowed, including visiting pet(s) unless fully authorized in writing by Landlord. This includes the entire premises including but not limited to the interior of the unit, the common areas such as yard or porch. If violated, the lease can be terminated, and the property returned to the Landlord and Tenant shall vacate at such demand.

Fur bearing animal(s) listed here within have been vetted through and approved by a third-party agency (petscreening.com) that reported to Landlord about the animal. Tenant must update the pet(s) through petscreening.com on an annual basis. If not, this a violation of this agreement. Tenant furthermore accepts the additional terms as listed at rexrentals.petscreening.com under Pet & Animal Policy. Tenant throughout the tenancy must maintain the animal's veterinarian verification that all shots are updated yearly, and an ongoing flea & tick program is being applied as prescribed by the manufacturer. County animal license must be renewed in Pinellas County in either one or three year renewals. Any reptile or bird must always be caged. No fish tank over 10 gallons of water is allowed.

The following **3: Assistance Animal ESA Buddy, Cat Domestic Short Hair Srcabble, Dog Snowball** has/have been approved by Landlord to occupy the premises with the following terms and conditions.

- (a) A non-refundable pet fee of **\$151.00** is paid at time of execution of this document.
- (b) An increase to the standard refundable security deposit in the amount of **\$251.00** which is included in Paragraph 5 of this agreement.
- (c) Additional rents in the sum of **\$21.00** per month which are included with the payment as in Paragraph 2 of this agreement.

Landlord reserves the right to have any pet(s) removed from the property at Tenant's expense for any violation of the Pet Agreement herewith or if animal control, neighbor, or another interested party files a complaint with merit. Landlord may demand pet liability insurance at any time.

15. PARKING: No boats, recreation vehicles or disassembled motor vehicles, or vehicles without proper title and tags may be stored on the premises. All vehicles must be registered and owned by the tenant. Tenant agrees to indemnify Landlord for any expenses incurred due to towing of any vehicle belonging to the tenant, guest or invitee of Tenant. Tenant agrees that only the following vehicles will be parked on the premises: **2015 Toyota Camry Black X67 GTH, . . .** Tenant is responsible for notifying Agent in writing of any changes to vehicles no longer owned and/or new vehicles added.

16. FURNISHINGS: Any articles provided to Tenant and listed on attached schedule are to be returned in good condition at the termination of this lease. The Landlord may equip the premises with major appliances (stove, refrigerator, built in dishwasher, built in microwave). In no way does the Landlord warrant this type of equipment nor responsibility of repair. If the Tenant so desires prior to taking occupancy Landlord will have items removed upon request in writing.

17. TENANT'S APPLIANCES: Tenant agrees not to use any heaters, fixtures or appliances drawing high amperage without consent of the Landlord.

18. ALTERATIONS & IMPROVEMENTS: Tenant shall make no alterations to the property without written consent of the Landlord any such alterations or improvements shall become the property of the Landlord.

19. ENTIRE AGREEMENT: This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

20. HARRASSMENT: Tenant shall not do any acts to intentionally harass the Landlord or Landlord's Agent or other Tenants or neighbors.

21. SERVERABILITY: In the event any section of this agreement shall be held invalid, this shall not effect the remaining provisions.

22. ATTORNEY'S FEES: In the event it becomes necessary to enforce this agreement through the services of an attorney, Tenant shall be required to pay Landlord's attorney's fees and costs.

23. RECORDING: This lease shall not be recorded in any public records of County or State.

24. LIENS: The estate of the Landlord shall not be subject to any liens for improvement contracted by Tenant.

25. WAIVER: Any failure by Landlord to exercise any rights under this agreement shall not constitute a waiver of Landlord rights.

26. SURRENDER OF PREMISES: At the expiration of this agreement or any extension of this agreement; Tenant shall immediately surrender the premises peaceably leaving the premises in good, clean condition, ordinary wear and tear expected. Tenant further agrees to have completed a final extermination of pests by a licensed company; to have carpeting cleaned professionally upon move out; receipts from vendor must be presented along with the delivery of all keys and other property owned by Landlord to the office of the Agent; or Tenant will incur a minimum pest control charge of \$125.00 and a minimum carpet cleaning charge of \$125.00.

27. INDEMNIFICATION: Tenant agrees to reimburse Landlord upon demand in the amount if the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by Tenant, its 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, its agents, family or guests, or arising from Tenant's failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this agreement, tenant agrees that if the premises are being 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.

28. SMOKE DETECTORS: The rented premises comes equipped with a smoke detection device. It is the Tenant's obligation to

check the device on a monthly basis. If the battery needs replacement, it is the tenant's obligation to replace the battery. It is a third degree felony in the State of Florida to remove or make inoperable such detection devices.

29. REPAIR ORDERS AND ACCESS: During the course of occupancy the Agent on behalf of the Landlord shall with notice to Tenant as required by Florida Law and this Lease, to review; not limited to but to include any mechanical, plumbing and habitability. The Tenant is solely responsible for setting of appointments with, the meeting of, or allowing access with any vendor or repair person that Rex Rental & Realty, Inc., may engage in the event of a repair that the Tenant is not capable of doing on their own. As a convenience to the parties a key safe (lock box) will be provided with Tenant's permission. Tenant further agrees that the use of such a device will allow access to third party vendor, and in no way will hold Rex Rentals & Realty, Inc., liable for any type of damage, larceny or any similar problems that may occur in the absence of the Tenant during such use. If a lock box is not allowed the Tenant is solely responsible to set the appointment and meet with the Vendor. If Tenant misses said appointment the Vendor may charge, and the Tenant agrees to pay any service or trip charge the vendor may imposes directly to Vendor. All communications for service order request shall be made by e-mail: Repair@rexrentals.com. If Tenant restricts access to vendors for repairs, inspections, is not home during scheduled appointment time, or requests after hours appointments a minimum \$50.00 convenience fee or vendor service charge will apply and be paid for by the Tenant at such demand.

30. CABLE/WIFI/STREAMING SERVICES: All cable, coaxial and wiring for television, telephones and Internet access that may already exist in the property are installed as a convenience of the Landlord. They are not warranted in any manner. This includes but not limited to telephone jacks, cable connections and any other device that may carry a signal for reception or broadcast. It is advised that you consult your telephone or cable vendor on any type of insurance that they may offer in regards to such equipment. Tenant further understands that any installation of a satellite dish/cable requires Landlord approval prior to installation and that installation must be done by a professional. Any equipment attached to buildings is not allowed and could result in a fine of up to five hundred dollars (\$500.00) in addition to all repairs necessary to restore the building to its original condition. Free standing poles in flowerbeds may be allowed with written permission from the Landlord. Prior to authorization of the install of a satellite dish, an increase to the security deposit of fifty dollars (\$50.00) must be paid by Tenant.

31. HEATING & AIR-CONDITIONING EQUIPMENT: It is the sole responsibility of the tenant to replace the air filter of any heating and/or air-conditioning system that comes equipped with such device. For window/wall units, the filter must be removed and washed with warm soapy water, rinsed of dust and debris, let dry for 10 - 15 minutes and slide back in machine. This should be completed every thirty (30) days. The heating and/or air-conditioning system prior to occupancy has been inspected and found in good operating order. Repairs to the system that are deemed by the service technician to be caused by lack of regular maintenance of filter will be at the expense of the tenant.

32. CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD & 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 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.

33. LAWN: Tenant agrees to maintain the lawn and shrubbery on the premises at their expense. In the growth ("rain") season this shall be done at a minimum of every ten (10) days. If Tenant receives notice and does not comply, the Landlord will have the maintenance done and bill the Tenant for such maintenance.

34. REPLACEMENT SERVICES: Request for the replacement of any document produced such as a lease is five dollars a page (\$5.00). Lost key replacement is \$15.00 plus a delivery charge of \$15.00 for the first-time service; every time there after the cost is \$15.00 per key plus \$25.00 delivery. The replacement of lost keys is not considered an emergency and it is at the discretion of Agent on when to deliver new keys. The request for the changing of locks is \$35.00 per lock and all locks must be keyed alike. Example if you have a front and rear door, and if each door is set with a dead bolt and knob set that is a combination of 4 total lock sets. The cost of replacement is \$140.00.

35. NO SMOKING: Tenant, guests, nor any other person shall not be allowed to smoke on the premises. This includes any type of vapor device. Tenant agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental Agreement. Tenant understands that any damage caused by smoking or burning of any substance will be considered damage. Damage includes but is not limited to deodorizing, repairing, or replacement of carpet, wax removal, additional paint preparation, replacing of drapes, counter tops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay a minimum of \$500.00 to ionize the premises to remove all unwanted odors.

36. ENDANGERMENT OF POLICY: Tenant may not install or permit to install any item which could cause a suspension,

cancellation, or increased cost of insurance coverage (ie. a spa, hot tub, above ground pool, trampoline, fire pit, swing set, ect.). Addition of the above may require additional renter's insurance at Tenant's cost. If at any time demand is made by insurance company, codes enforcement, or Landlord, Tenant must remove within 48 hours of notice and is responsible for any costs associated with removal.

37. CONTACT/COMMUNICATION Tenant is responsible for notifying Agent in writing of any changes to contact information and furthermore allows communication via phone call, email, text message, or social media outreach by Rex Rentals & Realty, Inc. agents or associated vendors. As of the day of execution the following are on file:

PHONE NUMBER: Tenant T (852)852-8522, , , ,

E-MAIL ADDRESS: Tenant T kym@rexrentals.com;anyatomaszewski@gmail.com, , , ,

38. MISCELLANEOUS TENANT PROVISIONS: Additional security deposit has been collected due to standard application criteria not being met.

39. MISCELLANEOUS PROPERTY PROVISIONS: Quarterly pest control included in rent for general preventative maintenance., Lawn care included in rent to be maintained by LawnVendor2 every 3 weeks or as deemed necessary. , Blah blah blah third misc item about property

Washer/Dryer: Yes both

Refinished: Main Bathtub

Sight Unseen: Gerald (father)

Non Accessible Areas: Attic access

Not Warranted Items: Old sprinkler system & washer/dryer machines

XX. REFINISHED SURFACES: Your unit comes with refinished bath tub, sink and tile surfaces . The only cleaning product that is allowed to be used on such surface is the product manufacturers' recommendation. This product is SIMPLE GREEN ALL PURPOSE CLEANER. It can be purchased at most hardware or home improvement stores.

XX. CONTROL DEVICES. The property comes equipped with an automatic garage door opener. It is the sole responsibility of the tenant to maintain the control device that allows access remotely. A \$xxx.xx deposit for the device has been included with the initial payment. This is refunded at time of vacancy as long as the device is returned in working condition and all other lease provisions have been met.

XX. WASHER AND/OR DRYER. If your unit comes equipped with a Clothes Washer and/or Clothes Dryer. The maintenance and use is the total responsibility of the Tenant. They are installed only as a convenience of the Landlord. Any damages caused to personal property or the real property by such appliance no matter what the circumstance are the sole responsibility of the Tenant. Such appliances may be removed from the unit at the Tenant's request.

XX DOCKS & EQUIPMENT Tenant acknowledges and agrees that owner and agent shall be in no way liable for damage or injury to persons or property as a result of the use of the dock and/or any other related equipment including but not limited to dock, lift and/or seawall if present. Tenant agrees that no one else may use the waterfront amenities and it shall not be sublet or rented by tenant. Tenant agrees to notify owner or agent in writing of any hazardous conditions that may develop along the dock, lift or seawall if applicable. Tenant agrees that Landlord or its agent may withdraw any consent to use the dock at any time if previously

given. Tenant agrees that owner shall not be required to maintain any of the waterfront amenities if present including but not limited to any dock, lift and/or seawall if present. Tenant agrees to remove any boat or watercraft if requested by owner or agent at any time. Tenant may not make any modifications, alterations or additions to the waterfront amenities unless approved in writing by the Landlord in writing. Any use of waterfront is at Tenant's own risk and Tenant agrees to indemnify owner and/or agent for any injuries or damages suffered to Tenant's guests arising out of the use of the waterfront amenities. Tenant agrees to be liable for any damages caused to the waterfront amenities due to Tenant's use.

XX. SWIMMING POOL: The subject property has a swimming pool located thereon. The tenant(s) will use the swimming pool at the tenant's own risk. The landlord will not be held responsible for the injuries sustained by the tenant and/or the tenant's occupants or guests when using the swimming and the tenant will indemnify the landlord for any actions resulting from injuries to tenant and/or tenant's occupants or guests. The tenant will assist in keeping the swimming pool clean of debris, properly maintaining chemicals and keeping the pool areas clean, neat and organized. The tenant is responsible for keeping all gates locked and the swimming pool area secured at all times. The tenant understands and agrees to allow the landlord access at regular times to maintain the pool equipment. The tenant agrees to refrain from attempting to make any repairs or adjustments to the pool equipment or to any of the electrical wiring for the pool equipment. The tenant must immediately notify the landlord of any repair that the swimming pool may require. No pets of any kind are permitted in the swimming pool at any time. The tenant understands that the swimming pool is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the swimming pool will not violate any terms of the lease.

XX. NON-CONFORMING CONDITIONS. The Tenant(s) have accepted the property "as is" and that the Landlord and its Agent will not be construed or liable to make any repairs to the property in matters of cleanliness, condition of; paint, walls, ceiling fans, window coverings (blinds) or the operation thereof any non-real property. The grounds including all shrubs, flower beds and green spaces must be free of weeds, debris and the like. All grounds must be cut, edged and meet the municipalities codes. It is solely the Tenant(s) obligation to bring the property into and upto the conformed standards of Rex Rentals & Realty, Inc. in these matters within 15 days of acceptance of this agreement. The only used and allowed wall & trim paint is SCOTT PAINTS; the color code is C4 L4 and is laytex semi-gloss.

XX. PRE-MOVE IN INSPECTION. The Tenant(s) accept the property based on the review and approval of their personal representative; **Gerald (father)**. The Landlord and its Agent has made no statements of condition, amenities, style or of personal intangibles. (Such as carpet color, paint color, etc.) The Landlord and its Agent takes no responsibility in light of the fact that the Tenant(s) personal representative has made all the decisions and statements of habitability, personal preferences and the intangibles.

XX. AGENCY PAYMENT. This agreement is initially being underwritten by Pinellas County Health & Human Service HPRP Rental Program. Although this program states that the 1st month's rent (\$495.00), last month's rent (\$495.00) and the security deposit (\$400.00) is warranted the tenant assumes and understands the following. TOTAL RESPONSIBILITY OF PAYMENT OF THIS AGREEMENT IS SOLELY THE TENANT'S. IF ANY DEFICIENCIES OCCUR OR NON-PAYMENTS BY ANY AGENCY IT IS THE TENANT'S OBLIGATION TO PAY SUCH DEFICIENCIES.

XX. SPECIAL MOVE IN RATE. Landlord is allowing a "move in special" of xxxx total to take occupancy. The total sum shall first be applied to the security deposit amount. The balance of funds (\$xxxxx) shall be applied as administration fees. DATE the full rental payment of \$xxx will be in demand and all payments thereafter as per agreement.

39. ABANDONMENT: 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 the storage of disposition of the tenant's personal property.

ALL OTHER CLAUSES REMAIN BINDING TO THE PARTIES.

WITNESS the hands and seals of the parties hereto as of this _____ day of _____, 2021.

LANDLORD:

TENANT:

10 of 11

INITIALS ()

INITIALS ()

Rex Rentals & Realty, Inc

Tenant T Test

Kym Ottaviani - Broker
Agent For The Landlord
