

Tuscan Bend Apartment Lease

3009 SW Archer Road, Gainesville, FL 32608 352/377-0555 FAX 352/377-1832 www.tuscanbend.com`

New Lease
 Renewal
 Replacement
 Transfer

THIS AGREEMENT is made and entered between Imperial Courts Inc. dba Tuscan Bend Apartments, hereinafter designated as "Lessor" and

hereinafter designated as "Lessee" for the unit described below. This Agreement includes this page and all successive two pages of the lease and the Lessee expressly agrees by executing this lease to be bound by all the terms hereof.

| Date of Lease | Apt. # | Mthly Rent + Other Charges | Term of Lease | | Security Dep | Late Charges | NSF Charges |
|---------------|--------|----------------------------|---------------|------------|--------------|---|---------------------------------|
| | | | Beginning Day | Ending Day | | | |
| | | | | | | \$25 on the sixth day plus \$5 per day thereafter | \$30 NSF fee plus all late fees |

Complete this section if term of Lease begins on a day other than the first of the month:

Rent for the partial month of _____, 200__ shall be \$_____ and is due _____.

1. Rent: The monthly rent is due at the Lessor's address on or before the close of business on the first business day of each month without demand, time being of the essence.. Rent payments must be made by one (1) check or money order even if there is more than one (1) resident. Payment may not be made in cash. If the rent is not paid by the fifth day of the month a late charge as set forth above will become due and immediately payable, along with an additional amount per day, as stated above, for each day of the month thereafter, and through the end of the month for which rent was due. If your check is dishonored by your bank, you will pay us a service charge as set forth above and, in addition, the applicable late charge will be due if the dishonored check is not replaced in time to avoid late charges. If two of your rent checks are dishonored, you will thereafter be required to pay your rent by cashier's check or money order. If Lessee fails to perform any of Lessee's agreement herein, the rent for the entire balance of the term shall, at the option of the Lessor, become due and payable and the Lessor may exercise any of the remedies herein provided for or otherwise allowed under applicable law.

2. Application of Money: Money received by us from you shall be applied to your account in the following manner and order: first to satisfy unpaid late charges, dishonored check service charges and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to any repairs, maintenance and or replacement of the cable modem provided to you by the Lessor; sixth to deposits or portions thereof due from you; and seventh to rent. Any and all amounts payable by you to us, however, except as otherwise set forth in the provision, if any, relative to pets, shall be deemed additional rent.

3. Chronic Late Payment of Rent: Notwithstanding paragraph 1, we may terminate this lease if you are chronically late with rent payments with "chronic late payment" being defined as paying rent more than five (5) days after the due day (i.e. the first business day of the month) on one or more occasions.

4. Occupancy: Only those persons whose names appear on the face of this Lease, the children shown on your application and children born or adopted during the term of this Lease may occupy the apartment without our prior written consent. The apartment is to be occupied solely as a private residential household and may not be used for any commercial purpose under any circumstances. If you will be absent for more than fourteen consecutive days you must notify us in writing. You, your family and guests may not do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the community or the community's staff. If you abandon the premises, the Landlord is not liable or responsible for the storage or disposition of the Tenant's personal property except as provided by law.

5. Assignment or Subletting: You may not assign this Lease or sublet all or any portion of your rental unit without our prior written consent which may only be obtained by you after payment of a non-refundable \$100.00 sublet/assignment fee. Lessee must continue to pay the rent as per this agreement UNTIL such time an assignee takes possession and begins to pay rent.

6. Pets: No pets may be kept in or about the apartment or in the Community premises unless approved by Lessor by separate Pet Agreement. We may approve or disapprove of the keeping of pets on a case-by-case basis at our sole discretion and our decision shall be final.

7. Notice to Vacate/Renewal: Unless either you or we notify the other of termination in writing at least 60 days in advance of the expiration of the original term or any renewal term, this lease will not terminate upon its expiration, but will remain in effect on a month-to-month basis subject to all its terms and conditions. If this lease converts to a month-to-month basis either party may terminate the tenancy at the end of a month by giving the other party at least fifteen days written notice of termination prior to said month's end. The initial rental for such month-to-month tenancy will be the rental as of the last month of the expiring term, unless we have notified you at least thirty days prior to the end of the expiring term that there would be an increased monthly rental for a month-to-month tenancy. We may also increase your rent effective as of the first day of any month during a month-to-month tenancy by giving you at least thirty days prior written notice of such increase. If we give you a notice of rent increase as described in this section you may then elect to terminate the lease effective on the last day prior to the rent increase by giving us notice of your election to terminate no later than either (a) thirty days prior to the rent increase or (b) fifteen days after receipt of our notice of rent increase, whichever date is later. If you vacate your apartment without giving us notice as required under this section, you will be liable for an additional payment at the same rate as the monthly rental for the last month you occupied the apartment which additional payment shall be considered liquidated damages. Except for extensions on a month-to-month basis described above in this section, all renewals or extensions of this Lease must be by written agreement signed by both you and us. If your Lease is not being renewed you grant to us the right to inspect and show the apartment to prospective residents and to perform repairs and maintenance necessary for re-rental during normal business hours during the last thirty (30) days of your occupancy. If the thirty day notice of renewal is not given and the unit is rented to another for the period commencing the day after the ending date of your lease you agree, if renewed based on operating and rent policies in effect at the time of the renewal, that we may have to place you in another unit, and you agree that we are not liable for any moving or related expenses incurred in said move.

8. Delay In Delivery of Possession: If we do not deliver possession of the apartment on the beginning date for any reason, we shall not be liable for failure to deliver possession on that date but your rent payable under this Lease shall be abated until we deliver possession to you. If the apartment is not delivered to you within thirty (30) days from the date promised, either party may thereafter terminate this Lease by written notice. If this Lease is not terminated the original ending day shall not be extended by reason of any delay in delivering you possession of the apartment.

9. Application: If any information given by you in your application is false, incomplete or misleading it shall be a default by you under this Lease and we may, at our option, terminate this Lease. You will notify us promptly in writing of any change in the information you gave us in your application.

10. Utilities: All utilities are to be paid by Lessee, unless specifically included in the rent. Lessee agrees to establish service in your name prior to your occupancy and keep any and all utility bills paid on a timely basis. Lessor shall not be liable for any claim of damages or rebate or charge of any kind in case of the interruption of the supply of water, heat, electric current or refrigeration occasioned by accident, failure of power supply or any other cause beyond the control of Lessor.

EXECUTION OF LEASE: This Lease is subject to the provisions stated above and set forth in the following two pages. The Tenant(s) expressly agree that by executing this lease and taking possession of the subject unit, to be bound by all the terms hereof as of the date signed notwithstanding a delay or failure on the part of the Landlord to execute the same. **READ THIS AGREEMENT BEFORE SIGNING.**

Resident(s) Signatures:

Dated:

 Manager's Signature

Tuscan Bend Apartment Lease

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|-------------------------------|--------|---------------|------------|------------------|
| Page 2 of 3 of Lease Dated | Apt. # | Term of Lease | | Lessee's Name(s) |
| | | Beginning Day | Ending Day | |
| | | | | |

11. Non-performance or default by Resident: If you fail to pay your rent immediately as required, if you or an occupant of your rental unit engages in criminal activity therein or on community premises, if you fail to comply with any term, condition, obligation or agreement in this lease, if you should be declared bankrupt or insolvent according to law, if any assignment of your property shall be made for the benefit of creditors or if the representations contained in your lease application are incorrect, misleading or untrue, then we, at our option, may either give you notice to correct such breach or in the alternative, take immediate action to terminate your lease in accordance with state and federal law. If we elect to give such notice and such violations are not promptly corrected by you, this Lease will be terminated and we will effect your removal as provided by state law. In any such case, we will ask the court of appropriate jurisdiction to require you to be held responsible for the paying of such attorney's fees and court costs for the enforcement of certain provisions of this Lease as may be provided for by state law or this Lease. We shall have the option to accelerate the rent due for the remaining term of this Lease. Action on our part sufficient to accelerate the rent due hereunder shall include: (a) the filing of an action for possession and/or damages in a court of competent jurisdiction, or (b) written notice from us to you given as otherwise set forth herein. If after we notify you or attempt to notify you and you fail to pay any unpaid rentals or unpaid damages, we will be authorized to report such unpaid charges to the local credit bureau for recordation on your credit report.

12. Remedies: If you fail to comply with or breach this Lease or relevant law, we may terminate the lease and have all of the other rights and remedies provided by law or this Lease. Our acceptance of the keys or possession of the rental unit shall not be deemed an acceptance of your surrender of the leasehold nor a rescission of this Lease. You shall be liable for any and all attorney's fees incurred as a result of our pursuing a remedy provided hereunder, whether suit be filed or not.

13. Premature Termination: If you vacate the rental unit prior to the expiration of this lease your liability to pay rent shall continue until the lease expiration date unless you are also released from same by us at some earlier date. You shall also pay us all lawful expenses and damages resulting therefrom including, but not limited to, our actual court costs, actual attorney's fees, a \$100 re-let fee as liquidated damages for our costs of and incurred in re-renting the unit (since our actual costs cannot be readily determined) and our actual costs of repainting, cleaning and preparing the apartment, if greater than the agreed upon cost set forth in the repair/cleaning schedule.

14. Termination: Upon termination, whether for good cause as otherwise provided by law or because the lease has ended, you agree to vacate the Community premises. When you vacate the apartment you agree to do so peaceably and return possessions of the rental unit in like condition as when you received it, reasonable wear and tear excepted.

15. Holding Over: If you fail to deliver all keys and vacate the apartment on or before the termination of this Lease, you shall pay for the period of your holdover a sum equal to two (2) times the daily rate for your apartment or the maximum sum as provided for by state law, whichever is less. The daily rate for your rental unit shall be calculated by dividing the monthly rent by the number of days in the applicable month.

16. Notices: Any notices from us to you shall be deemed delivered when deposited with the U.S. Postal Service addressed to your rental unit, first class postage prepaid, personally handed to you or anyone in your apartment or left at your apartment in your absence. Any notice from you to us shall be deemed delivered when deposited with the U.S. Postal Service, first class postage prepaid, addressed to our community office or personally delivered to the on-site manager during normal business hours. The person designated as the on-site manager for the community is the person authorized to act on behalf of the owner in connection with this Lease Agreement and is named hereon.

17. Right to Enter: You consent to our entering your rental unit during reasonable hours for any inspection, maintenance, repair and pest control procedures which we deem necessary in our sole discretion and for delivering notices and for other purposes as provided by law. Subject to applicable law we also have the right to enter your unit at any time in the event of an emergency or to abate a nuisance. If it is necessary to require you to temporarily vacate your unit for the purpose of extermination of bugs or wood-infesting organisms or for any other reason you agree to do so upon request on at least fourteen (14) days notice and you agree not to hold us liable for any of your costs, expenses or inconvenience provided, however, that we shall abate the rent for the period of time during which you will be required to vacate your rental unit.

18. Alterations: You may not make alterations or other additions to the rental unit nor install or maintain therein or on any part of the Community premises any fixtures, appliances, devices or signs without, in each case, our written consent. Any alterations, additions or fixtures which are made or installed after you have received our prior written consent will remain a part of the unit unless we specifically agree or direct otherwise and we shall not be obligated to reimburse you for any such alterations, additions and fixtures unless we specifically agree otherwise in writing in advance of creation or installation of same by you.

19. Repair and Maintenance: You acknowledge that you have inspected the rental unit and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your unit to the appropriate collection point and for maintaining your unit in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. Air conditioning and heating equipment will be maintained by us but you must pay for any repairs required due to your misuse or neglect. You must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to your unit or other areas of the Community premises caused by you, your family or guests will be corrected, repaired or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair. Landlord will comply with applicable building, housing and health codes relating to the premises. In the event that we find that you have caused the condition which you ask us to repair, or if after you have vacated we find it necessary to do repairs and/or cleaning over and above normal wear and tear, you agree to pay the prices set forth in the Repair and Cleaning Section of this Lease, unless our actual cost of performing the repair is greater than that set forth in the aforementioned Repair and Cleaning Section, in which event you agree to pay our actual cost.

20. Liability: We shall not be liable for any damage, loss or injury to persons or property occurring within your rental unit or upon the other areas of the Community premises which is not caused by our negligence or intentional wrongdoing. You are responsible for obtaining your own casualty and liability insurance and, with respect to your family, licensees or guests, agree to save and hold harmless and indemnify us from any liability which is not caused by our negligence or intentional wrongdoing. **WE STRONGLY RECOMMEND THAT RESIDENTS OBTAIN PERSONAL PROPERTY INSURANCE AND PERSONAL LIABILITY INSURANCE BEFORE OCCUPANCY OF LEASED PROPERTY.**

21. Compliance with Laws: In the event the terms of this Lease are inconsistent with applicable laws, statutes or ordinances affecting the Community then the provisions of such laws, statutes or ordinances shall supersede the terms of this Lease and such provisions are hereby incorporated into the terms of this Lease by reference.

22. Subordination: This lease is subject to all present or future ground or underlying leases or mortgages or deeds of trust affecting the rental unit and the Community. Resident hereby appoints Lessor as Attorney-in-Fact to execute and deliver any and all necessary documents to evidence such subordination.

23. Security: WE DO NOT PROVIDE OR HAVE ANY DUTY TO PROVIDE SECURITY SERVICES. YOU SHALL LOOK SOLELY TO THE PUBLIC POLICE FOR SECURITY PROTECTION. PROTECTION AGAINST CRIMINAL ACTION IS NOT WITHIN OUR POWER. If, from time to time, we provide security services and/or security devices, those services are only for our own purposes and shall not constitute a waiver of, or in any manner modify this disclaimer. We shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against you, your family, guests or others, including actions by others which cause damage to property. Each resident has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. Lessees should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

24. Non-Liability Agreement for Personal Property: Pursuant to Section 83.67(3) of the Florida Statutes, upon surrender or abandonment of the apartment by the Resident(s), the Landlord shall not be liable or responsible for storage or disposition of the Resident's(s') personal property.

READ THIS AGREEMENT BEFORE SIGNING

Lessee(s) Signatures:

Dated:

Manager's Signature

Tuscan Bend Apartment Lease

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|----------------------------|--------|---------------|------------|------------------|
| Page 3 of 3 of Lease Dated | Apt. # | Term of Lease | | Lessee's Name(s) |
| | | Beginning Day | Ending Day | |
| | | | | |

25. Security Deposit: Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit is not prepaid rent but is a good faith deposit for your faithful fulfillment of each provision of this Lease and as provided by state law and as a contingency against damages to the premises if this damage is caused by you or your family, guests or agents. This security deposit may not be applied by you to any rent payment during the term of the lease, unless the lessee defaults in the obligation to pay rent in which case Lessor may, at its sole and exclusive option, apply lessee's security deposit towards payment of lessee's unpaid rent until the leased premises is re-let or the term of the lease expires, whichever ever comes first.. Your responsibility for damages under this Lease is not limited to the amount of the security deposit and we may use all the rights and remedies provided by law to recover all damages we sustain. The deposit or any portion of it that is returned to you may be returned in full to one Resident if all other Residents have so authorized in writing or may be in one check payable to all Residents. The Lessor is holding Lessee's security deposit in a separate, non-interest bearing account for the benefit of the Lessee. Release of said security deposit is subject to the following provisions:

- A. Full rental period has expired
- B. Formal written notice of intent to vacate has been received by Lessor or rental agent sixty (60) days prior to said vacating.
- C. No unpaid late charges, pet charges or delinquent rents remain outstanding.
- D. No damage to property beyond normal wear and tear is evident
- E. All debris, rubbish and garbage are placed in appropriate cans.
- F. The entire dwelling, including range, refrigerator, bathroom, closets and cupboards are clean and the carpeting has been professionally steam cleaned.
- G. All keys are returned
- H. Forwarding address has been left with Rental Agent. A postal fee will be deducted from your deposit to mail your report via certified mail. Once all these conditions have been met to the satisfaction of Rental Agent and any costs for labor and materials for cleaning and repairs have been deducted along with late charges, the remaining amount of said deposit will be returned by check addressed jointly to all Lessees who sign this agreement. Upon vacating the premises for termination of the lease, the landlord shall have 30 days to return the security deposit or in which to give the resident written notice by certified mail of his intention to impose a claim on the deposit and the reason for imposing the claim. This notice, mailed to the resident's last known mailing address, 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 \$ (to be filled in) upon your security deposit due to (to be filled in). It is sent to you as required by Florida Statutes, Section 83.49(3). You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen 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 Tuscan Bend Apartments, 3009 SW Archer Road, Gainesville, Florida 32608." If Lessor fails to give the required notice within the fifteen day period, he forfeits his right to impose a claim upon the security deposit. Unless Lessee objects to the imposition of the Lessor's claim or the amount thereof within fifteen (15) days after receipt of the Lessor's notice of intention to impose a claim, Lessor may then deduct the amount of his claim and shall remit the balance of the deposit to Lessee within thirty days after the date of the notice of intention to impose a claim for damages. If either party institutes an action in 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.

26. Repair and Cleaning Schedule: If you do not clean or repair the items listed below prior to moving out, the following charges will be deducted from your security deposit as indicated in paragraph 19 of this lease. These prices relate to each occurrence. Please note that this is not a complete list, you can be charged for cleaning or repairing items that are not on this list.

Kitchen & Bathroom Cleaning:

| | | | | | |
|-----------------------|--------------|-------------------|--------------|----------------------------|---------------|
| Oven | \$15 - \$30 | Drip pans | \$ 2 | Stove & Vent-a-hood | \$ 5 - \$10 |
| Refrigerator/freezer | \$10 - \$40 | Dishwasher | \$ 5 - \$10 | Cabinets & countertops | \$10 - \$30 |
| Toilet(s) | \$ 5 - \$10 | Tub/Shower(s) | \$10 - \$40 | Sinks/Countertops/Cabinets | \$10 - \$100 |
| Miscellaneous: | | | | | |
| Trash removal | \$20 - \$ 60 | Holes in wall | \$ 5 - \$ 75 | Carpet Repairs | \$ 10 - \$100 |
| Window Coverings | \$15 - \$120 | Wallpaper removal | \$20 - \$200 | Painting | \$100 - \$200 |
| Vinyl floors | \$50 - \$200 | Carpet Cleaning | \$20 - \$100 | | |

Replacement Charges: If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item plus labor and service charges. A representative list of various replacement charges is provided below. These prices relate to each occurrence. Please note that this is not a complete list; you can be charged for replacement of items that are not on this list.

| | | | | | |
|---|--------------|------------------|--------------|--------------------------------------|-------------|
| Mirrors (bath) | \$20 - \$40 | Crisper cover | \$10 - \$15 | Ice trays | \$ 3 |
| Light fixtures | \$15 - \$50 | Patio glass door | \$50 - \$100 | Fire extinguisher (1 ½ size) | \$50 |
| Window glass | \$25 - \$150 | Doors | \$35 - \$100 | Window screens | \$10 - \$35 |
| Patio screens | \$30 - \$100 | Counter tops | \$50 - \$250 | Refrigerator shelves/racks | \$15 - \$30 |
| Mailbox keys (lost or not returned) --- | \$10 - \$25 | | | Door keys (lost or not returned) --- | \$20 - \$35 |

27. Fire and Casualty: In the event that the leased premises are damaged or destroyed other than by wrongful or negligent acts of the residents so that the enjoyment of the premises is substantially impaired, this lease may be terminated. If the resident vacates only that portion of the premises rendered unusable by the casualty, the rent will abate to a fair rental for the unusable portion of the premises.

28. Radon Gas: Pursuant to Section 404.056(7) Florida Statutes (1992), the following notification is provided: 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 that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the County Public Health Units.

29. Waivers: Your obligation to pay rent during the terms of this Lease or any extension hereof shall not be waived, released or terminated by the service to you of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer or any other act which might result in termination of your rights of possession. Our acceptance of rent after it falls due or after knowledge of a breach of this Lease by you is not a waiver of our rights under this Lease nor is it an election not to proceed under the provisions of this Lease or the law. Our rights and remedies under this Lease are cumulative and the use of one or more of said remedies shall not exclude or waive our right to others. You agree that your rights under this Lease are subordinated to any present or future mortgages applicable to your rental unit.

30. Mold and Mildew: Resident acknowledges that it is necessary for the Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident also agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Resident also agrees to immediately report to the management office, (i) any evidence of water leaks or excessive moisture in the Unit, as well as in any storage room, garage or other common areas, (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area, (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit, and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's Property, as well as injury to Resident and Occupants resulting from Resident's failure to comply with these terms. In this regard, the Resident agrees, immediately upon written demand (which demand may be made by hand delivery, mail or facsimile), to hold Lessor harmless from and indemnify Lessor for any and all damages, whether to persons or property, which arise out of Resident's failure to comply with these terms and for which the Lessor may be found to be liable. Default under these terms shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity.

READ THIS AGREEMENT BEFORE SIGNING

Lessee(s) Signatures:

Dated:

Manager's Signature