

LEASE - RENTAL AGREEMENT

In consideration of the agreements of the Tenant(s), known as:

"Print Tenant(s) Legal Name(s)" _____ & _____

Coral Nine Holdings, LLC, the Owner, hereby rents them the residential dwelling from here in referred to as the "Premises" located at **92__ NW 38th Drive, Coral Springs, FL 33065** for the period commencing on the _____, and monthly thereafter until the _____**th** day of _____, 20____, at which time this agreement is terminated. Tenant(s), in consideration of Owner's permitting them to occupy the above Premises, hereby agree(s) to the following terms: The sum of \$ _____, evidenced by Certified Funds or Money Order # (On deposit from previous lease), as a security deposit receipt, which upon acceptance of this rental agreement, the Owner/Agent of said Premises hereinafter referred to as Owner, shall apply said deposit as follows:

	<i>Amount Received</i>	<i>Balance Due</i>
Total Rent due for entire term: \$	\$ 0	\$
Rent for the period: ____20__ to - ____20__	\$	\$
Security Deposit:	\$	\$
Key Deposit :	\$	\$
Pet Non-Refundable Deposit: (\$400 + \$35 a month)	\$	\$
Last Month's prepaid rent :	\$	\$
Real Estate Commission :	\$	\$
Cleaning charge (See # 38 \$600.00 & \$1,000.00)	\$	\$
TOTAL:	\$	\$

In the event that this agreement is not accepted by the Owner or his authorized agent, within four (4) days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the Premises situated in the city of Coral Springs, County of Broward, State of Florida, described as three bedroom, two bath rental condominium unit located at 9204 NW 38th Drive, Coral Springs, FL., upon the following terms and conditions:

1. TERM The term hereof shall commence on _____, 20__.

(check one of the following alternatives):

☒ [x] Until _____, 20__.

☐ [] Either shall terminate the same by giving the other party _____ days written notice delivered by certified mail, provided that tenant agrees not to terminate prior to the expiration of _____ months. Tenant agrees to cooperate with Owner in the showing of the premises for sale or re-rental and agrees to make premises accessible and in "show condition" once notice is given to vacate.

2. RENT Rent shall be \$ _____ per month, based on _____, ____ adult/s, ____ children, number of Tenants, payable in advance, on or before the 1st day of each calendar month to Owner or owner's authorized agent, at the following address:

Coral Nine Holdings savings account at the Stonegate Bank, 3111 N University Drive, Coral Springs, FL 33065, or 14859 Richards Drive West, Minnetonka, MN 55345, (Please write your unit number on all deposit slips), or

at such other places Owner may designate. In the event that Owner provides self addressed envelopes and/or payment booklet, it shall be for tenant's convenience only. Prompt payment of rent shall be tenant's responsibility regardless of whether tenant has a supply of envelopes or payment booklet. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when the Tenant signs this lease. Tenant may be required to pay other charges to Owner under the terms of this lease. They are to be called "additional rent." Added rent charges can result when Owner or his agent must pay for any expenses which

are the tenant's responsibilities under the terms of the lease. Late charges, attorney's fees and any expenses related to the enforcement of this lease shall be classified as "additional rent." This additional rent is payable as rent, together with the next monthly rent due. If tenant fails to pay additional rent on time, Owner shall have the same rights against Tenant as if it were a failure to pay rent. Owner may elect to apply monies received towards past due added rent, paying the oldest charges first. Lease violation penalty fees shall be classified as additional rent.

The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for tenant's convenience only. If tenant defaults, Owner may give notice to tenant that rent may no longer be paid in installments, and the entire rent for the remaining part of the term will be due and payable. The last day of the lease shall be three (3) days prior to the end of the last month. The amount of the yearly rent has been adjusted to reflect said termination date.

Early Payment Discount: Tenant shall be entitled to a \$ ____ dollar, rent discount, if rent is paid in full on or before the 3rd day of each month.

3. USE The Premises shall be used as a residence by the undersigned tenants with no more than ____ occupants, and for no other purpose, without written consent of the Owner. Occupancy by guests shall be conditioned on **a)** no more than 3 guest/s staying more than 7 days, **b)** if the same guest/s stay on the Premises more than 7 days in any 6 month period, it shall be a violation of this provision, **c)** Tenant cannot have more than six different guest/s staying a total of 14 days during any six month period, and **d)** in no case shall the total number of authorized tenants plus guest be greater than eight people. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease, and the Owner at his sole option may terminate this lease, and/or access additional charges for such unlawful occupancy.

Names of Authorized Tenants: (Please Print Full name, age and gender)

Print Full Name	If Minor Write in Age, If Adult 18 or > Check Box
Tenant #1: _____	Minor Age: ____ Adult: ____
Tenant# 2: _____	Minor Age: ____ Adult: ____
Tenant# 3: _____	Minor Age: ____ Adult: ____
Tenant #4: _____	Minor Age: ____ Adult: ____
Tenant# 5: _____	Minor Age: ____ Adult: ____
Approved Pet: _____ (List name and pet type)	Age: ____ Gender: ____ Breed: ____

Note: additional rent shall apply to all units who have more than four tenants per section #2 of this Agreement.

4. VEHICLES Tenants agree to keep no more than One (1) vehicles at the premises. Vehicles without valid parking permits, current license plates, license tabs, registration and not in good working order are prohibited on the premises. These vehicles must be both operable and currently registered. Tenants agree to park vehicles in designated areas only and keep area free of oil drippings and other vehicle fluids. Parking on the lawn of the premises constitutes a breach of this lease. Tenants agree not to park boats, recreational vehicles, trailers, campers, or any type of truck on the premises without owner's written permission. Tenants agree not

to repair their vehicles on the premises if such repairs will take longer than a single day, unless vehicle is kept in an enclosed garage. Tenant is responsible for damages to the premises caused by Tenants' vehicles or those of invitees or guests. Violation of any of the above lease provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the lease agreement.

The Tenant designated parking space shall be Space # : _____

Tenant Vehicle Information is as follows, "Make, Model Color and License # "

Make	Model	Color	Year	License #
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5. LATE FEES In the event rent is not received by the third (3rd) day after due date, Tenant agrees to pay a late charge of **\$ 25.00**. Additional late charges of \$ 10.00 will be incurred for each day rent is late beyond the fourth (4th) day of the month. Tenant agrees to further pay \$ 35.00 for each dishonored bank check. After the seventh day that rent has not been paid, further legal action will be taken at Tenant's expense including but not limited to the eviction of the Tenant. Tenant acknowledges that untimely payments may adversely affect credit rating. Unpaid late charges and/or attorney's fees shall be classified as "additional rent." Additional rent that remains unpaid after 30 days from the date incurred shall constitute a breach of this lease. Tenant also understands that late fees shall be applicable if a dishonored bank check, bank error and/or out of state/non-local check prevents Owner from receiving rent money on time.

6. ABANDONMENT Tenant agrees to return the premises to the landlord according to the terms of this lease; clean, vacant and undamaged. The premises will be deemed abandoned only under all of the following conditions:

1. The Tenant fails to respond to official notices from the Owner, Agent or local government offices delivered by the US Postal Service or hand delivered to Tenant or posted on Tenants door by Owner.
2. The Tenant fails to respond to or telephone and contact numbers are disconnected.
3. The Tenant is at lease (10) ten days past due on the rent payment for the current month
4. The Landlord / Agent has made a physical inspection of the premises to verify occupancy by Tenant or the lack thereof.
5. The Landlord / Agent has notified the Tenant in writing that the premises will be deemed Abandoned within five days unless Tenant responds to inform Owner / Agent that the premises have not been abandoned.

In the event the premises are deemed abandoned upon failure on tenant's part to respond, the parties agree that the Owner / Agent may seize possession of the premises including the contents of the premises. It is furthermore agreed that the abandoned contents or personal property left by the tenant may be disposed of at the Owner / Agent's discretion.

Tenant's Initials _____

7. UTILITIES & WASTE REMOVAL Tenant shall be responsible for the payment of all electric utilities and electrical services for the entire leased Premises. Tenant agrees to contact Utility company prior to their move in date to establish all proper utility billings. **(Florida Power & Light (954)-797-5000)**. The first up to \$ 75 per month of water utilities shall be included in the monthly rent. Any water utility charges in excess of \$ 75.00 shall be paid no later than fifteen days after such an invoice for additional water utility charge is present to the Tenant by Owner for such additional utility charges. All standard and typical tenant trash shall be bagged and taken and deposited into the Owner provided waste receptacles. Non typical trash such as large boxes, furniture, hazardous waste, appliances etc, must be disposed of by the Tenant, at tenants sole expense at an approved offsite facility. Any Tenants depositing excessive amounts of trash, non complying items or creating excess litter or a disturbance associated with their waste removal shall be considered a violation of the Lease Agreement, and Owner may charged Tenant a fine of \$ 25.00 per occurrence, plus the cost to remove and dispose of such non complying trash items. Tenants are also required to close the tops of any waste receptacles when installed, after depositing their trash.

8. HOUSE RULES In the event that the premises are a portion of a building containing more than one unit, or a single family dwelling, Tenant agrees to abide by any and all house rules, or applicable condominium association rules, whether promulgated before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas. Owner and or any applicable condominium association or management company reserves the right to reasonably modify and update all rules at their sole discretion. All residence or Tenants are required to abide by such rules and any changes as long as the Tenants lease is in effect.

9. MAINTENANCE, REPAIRS OR ALTERATIONS At all times Tenant shall keep the Premises, fixtures and personal property in a clean condition and in a good state of repair, as well as comply with all applicable Ordinances and Statutes, and Tenant shall fully comply with Tenant's obligations under Section 83.52 of the Florida Statutes. Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at their own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Tenant agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Tenant shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Owner from re-renting to a qualified new tenant, Tenant shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Tenant shall be responsible for damages caused by their negligence and that of their family, invitees or guests.

> **PAINT** Tenant shall not paint, paper or otherwise redecorate without the prior written consent of the Owner. All paints, materials and work plans must be approved in writing by Owner or his authorized agent. Tenant shall be responsible for paint spills/clean-ups or damages as a result of paint related work.

> **GROUND** Owner shall be required to irrigate and maintain any surrounding grounds, including the trimming of lawns, trees, shrubbery and keep same clear of leaves, rubbish and weeds. Owner is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. It is agreed that Tenant shall not use any salt on stoops or walkways. Calcium chloride is recommended instead for de-icing, and is not harmful to the masonry. Tenant agrees to not litter or place garbage or other items on the grounds, and to properly dispose of any tenant generated standard and typical trash in the Owner provided waste receptacle.

> **LEADERS AND GUTTERS** Owner is responsible for keeping leaders and gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, leaders and gutters may need clearing several times a year.

> **BASEMENTS AND GARAGES** In the event the dwelling has a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. Any use of the basement or garage shall be at Tenant's own risk. Tenant agrees to be responsible for maintaining these areas properly, including using a dehumidifier in the basement to minimize moisture.

> **WINDOWS** Tenant is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Tenant will be responsible for repair(s). Tenant agrees to observe care and caution when installing and removing any window unit air conditioners.

> **ADDITIONAL ITEMS** Storm doors are not included in the rental. Tenant shall supply all replacement light bulbs, and such light bulbs shall have a wattage of no higher than 60 watts. Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Owner's discretion. Tenant shall not authorize any repairs on behalf of the Owner without the consent of the Owner. Tenant shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the dwelling, without Owner's written consent. In the event a requested serviceman is unable to gain access to premises for agreed repairs, Tenant shall be responsible for a service charge of \$35.00 payable as "added rent". Tenant is responsible for minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc. Repairs resulting less than \$175.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on

Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand. Tenant shall also immediately report to the Owner any water leaks, water damage or other damage to the Premises or large maintenance or pest or insect related issues.

10. ORDINANCES & STATUTES Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises.

11. SPACE "AS IS" Tenant has inspected the premises. Tenant states that they are in good order and repair and takes premises "as is".

12. ASSIGNMENT AND SUBLETTING Tenant shall not assign this agreement or sublet any portion of the premises without written permission from the Owner. Any approved sublet's shall be subject to a prepaid \$ 200.00 sublet transfer fee to cover back ground checks and administration.

13. PETS No pets shall be brought on the Premises without prior written consent of the Owner. The Tenant agrees that he/she will not keep or permit to be kept in the Premises or on the grounds, any dog, cat, bird or any other animal without written prior approval from the Landlord. Landlord shall not allow under any circumstance Pets considered to be a nuisance or dangerous and over 20 pounds in weight or multiple pets of any kind. Prior approval of by Owner of no more than one such animal, must be obtained in writing, and in such case, Tenant agrees to pay a minimum of a five hundred and no/100 dollars, (\$500.00) **non refundable** pet deposit, plus additional rent of thirty five dollars, (\$ 35.00) a month . Family or friends pets are not allowed in the unit at any time. If there is any damage to the Premises due to said pet(s), Tenant will be responsible for all damages therein. It is the responsibility of the Tenant to deodorize, steam clean or replace any damaged floor coverings and exterminate (including flea treatment) upon vacating the Premises. Tenant does hereby release Landlord from any and all liability of any kind from any pet or pets of Tenant or Tenant's guests or invitees. Tenant keep pet vaccinations current, and shall also provide immediate proof of pet rabies vaccination to the Owner upon request. Tenant shall immediately pick up after their approved pet leaves any droppings on the Premises or property, and also immediately repair any damage caused by their approved pet. A charge of \$ 50 per incident shall be levied to any Tenant who does not properly clean up after their pet on the property, and the Owner is required to have others perform such clean up.

14. PESTS Tenant agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. Tenant shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed. Tenant will report to Owner any insect or other pest issues immediately upon discovery of such issues.

15. APPLIANCES The dwelling may contain various appliances, such as stoves, microwave ovens, refrigerators, dishwashers, laundry machines, garbage disposals and compactors, central or individual air conditioners, dehumidifiers, automatic garage door opener, etc. These appliances are not included in the rent, but the use of them may be allowed for the tenant's convenience only. If Tenant wishes to use these appliances, Tenant shall assume responsibility for care, repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. **The appliances provided in the dwelling shall be listed on the attached Inventory Move In Form.**

If Tenant does not agree to be responsible for the appliances, but rather use their own, Tenant may request that Owner's appliances be removed from the premises and stored at Tenant's sole expense. All washer/dryer installations must be approved and authorized by Owner in writing. Tenant agrees to replace all water supply hoses to washing machine that show any signs of wear every year. Tenant also agrees to turn off water supply to washing machine when it is not in use.

16. PLUMBING STOPPAGES Tenant is responsible for the repair of all plumbing stoppages as a result of Tenant abuse or misuse of all toilets, showers, bathtubs, laundry machines, drains, sinks and appliances. Such stoppages may include but not be limited to excess hair, grease, food, human waste or other foreign

objects being introduced into the plumbing pipes within the Premises. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages. As a preventative measure, it is recommended that Tenant have waste lines cleaned annually.

17. HEATING AND COOLING SYSTEMS It is the responsibility of the Owner to maintain the heating and air conditioning systems. Tenant shall be responsible for any damage and required repairs or replacement of the heating and Cooling systems, from here in "System", servicing their Premises, and damage to the Premises including frozen pipes, water and mold damage due to Tenant negligence. Such negligence shall include but is not limited to overstressing of Systems due to occupancy of the Premises in excess of that allowed, Tenant setting and running the System at extreme high and low setting for extended periods, Tenant not reporting system malfunctions or problems immediately to Owner, Tenant or Tenant children obstructing or introducing foreign objects into the System or causing /inflicting direct physical damage to System., Tenants failure to operate the System at reasonable temperatures in a manner to prevent the freezing of pipes, and to run the cooling systems to prevent the excess accumulation of moisture/humidity that may cause the presence or growth and accumulation of mold within the Premises, tenant shall install Owner provided air filters in their heating and cooling system no less than every 60 days. Electric and kerosene heating units are prohibited without Owner's written permission.

18. RIGHT OF ENTRY FOR PERIODIC INSPECTION The Owner or his agent may enter the premises with prior consent of the tenant, or with 24 hours notice to any tenant on the premises to be entered. The Owner may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The Owner shall be deemed to have given 24 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 24 hours before the intended entry, or in the event notice to vacate has been given by the tenant, the Owner shall have tenant's authorization to show the premises at any and all reasonable times, regardless of whether the tenant is present or not. However, in the event of an emergency constituting a danger to life, health or property, the Owner or his agent may enter the property at any given time without the consent of or notice to the tenant. The Owner shall have the right to enter the property at any given time upon the request for repairs.

19. INDEMNIFICATION Owner shall not be liable for any damage or injury to the tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the gross negligence of the Owner, his agents or employees. Tenant agrees to hold Owner, and Owners employees harmless from any claims from damages, no matter how caused. Tenant acknowledges receipt of HUD lead paint disclosure information and/or pamphlet.

20. POSSESSION If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within Thirty (30) days of the commencement of the term hereof. In the event this agreement is terminated by the tenant and/or the owner, any monies or realty commissions paid by tenant and/or owner shall be deemed damages against the party in default, not the real estate broker.

21. SECURITY The security deposit set forth, shall secure the performance of the tenant's obligations herein. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations herein, including, but not limited to, if Tenant is in default of this lease, attorneys fees, unpaid rent, late fees, or any other outstanding charges. Any balance remaining upon termination shall be returned to the tenant. Tenant shall not have the right to apply Security Deposit in payment of any rent. Security deposits must be raised proportionately with rent increases. Owner may require additional security deposits from Tenant. If previous Tenant deposits have been drawn down to satisfy Tenant obligations.

22. DEPOSIT REFUNDS The balance of all deposit refunds shall be refunded within 45 days from the date possession is delivered to Owner or his authorized agent together with a statement showing any changes made against such deposit by owner. Tenant agrees to provide Owner/Agent with the address of his new

residence and include it in the Notice of Intention to Vacate form. Tenant also agrees that endorsement of a security refund settlement check shall constitute full acceptance of settlement, agreement and waiver of any claims against owner/agent.

Should the Tenant, prior to the month specified above, vacate or abandon the premises with or without lawful notice to the Landlord, or as a result of any action taken by the Landlord to enforce any term or provision of this Lease, or should the Tenant prior to the month specified above materially fail to comply with Section 83.52 of the Florida Statutes or with any provision of this Lease including the obligation to pay periodic or accelerated rent when the same is due, the Landlord may, at its option, and without notice to Tenant add and accumulate the Deposit Money to the Security Deposit, and the accumulated sum of such Security Deposit and such Deposit Money may be used and applied by the Landlord towards any claim for damages or deficiency which the Landlord does have or may have against the Tenant.

23. WAIVER No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

24. REAL ESTATE COMMISSION In the event a commission was earned by a real estate broker, Tenant shall not take possession of the premises unless all fees due broker are paid in full as agreed. Any Commission is payable when this lease is signed by the Tenant(s) and Tenant has made all required deposits and executed all required documents with the Owner and received full credit and back ground check approval by Owner. It is solely for locating the rental for the Tenant and is not refundable under any circumstances regardless of any disputes or conditions between Owner and Tenant before, after, or whether or not occupancy is taken. Commission may only be paid to licensed brokers by prior written agreement with the Owner. Any Commission arrangements between Tenant and real estate broker or other commissioned party shall be the responsibility of the Tenant, and Tenant shall indemnify Owner against any such claims for Commissions.

25. DEFAULT If Tenant fails to pay rent or any charges deemed additional rent under the terms of this Lease Agreement after not less than three (3) days written notice, when due or fails to comply with any term, agreement or condition of this Lease Agreement, or if Tenant abandons the Premises, Tenant shall be responsible to Landlord for the rent past due, as well as the remainder of the unpaid rent for the entire unexpired lease term, together with all costs of court, reasonable attorneys' fees, and any damages to the Premises. Landlord may evict Tenant for non-payment upon the expiration of the statutory three-day notice period, pursuant to Section 83.56(3) of the Florida Statutes. Landlord may pursue any other legal remedies provided under Chapter 83 of the Florida Statutes.

If Tenant abandons or vacates the premises while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Owner may in addition to other remedies take any of the following steps: Enter the premises and remove the tenant and any person or property; Use dispossession, eviction or other lawsuit method to take back the premises. If the lease is ended or Owner takes back the premises, rent and added rent for the unexpired term becomes due and payable. Owner may re-rent the premises and anything in it for any term. Owner may re-rent for a lower rent and give allowance to the new tenant. Tenant shall be responsible for Owner's cost of re-renting. Owner's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money the tenant owes. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession is returned to Owner by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off.

26. DAILY RENTAL This lease provides for rent to be paid monthly, but in the event of a default on the tenant's part in paying the rent, Tenant agrees that this will become a Daily Rental until such time rent is brought current. After proper notices are given by the Owner, the tenant agrees that a Daily Rental term would begin immediately following the tenant's failure to cure the default. Tenant agrees to have any arrears up to date by the tenth (10th) day from failure to cure default or Tenant will vacate the premises immediately or be subject to arrest for theft of services and/or trespassing and all other available Owner remedies including eviction.

27. ATTORNEY'S FEES In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorney's fees shall be classified and billed to tenant as "added rent." Any disputes arising from this Lease Agreement shall be exclusively adjudicated in the State of Florida, County of Broward and be subject to the laws of the state of Florida.

28. NOTICES Any notice from Tenant to Owner, may be given by mailing notice by certified mail, to Owner at the address shown below or at such other places as may be designated by the parties from time to time. This includes notification or requests for repairs. Any notice from Owner to Tenant may be given by hand delivering notice directly to Tenant Premises, physically posting notice on door of Tenant Premises or mailing notice by certified mail to Tenant. Tenant is required to notify Owner in writing of Intention to Vacate or Intention to Re-new at least sixty (60) days before the expiration of this lease. Tenant agrees to follow instructions provided in the Intention to Vacate form and the Intention to Re-new form. Tenant agrees to immediately notify Owner or Agent by phone and in writing by certified mail of any dangerous or hazardous conditions existing on the premises.

Owner Notice Address: Coral Nine Holdings 14859 Richards Drive West, Minnetonka, MN, 55345.

29. HOLDING OVER Any holding over after expiration hereof, with the consent of the Owner, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. The terms and conditions of this lease will continue to apply. Notwithstanding the aforementioned the Rent during the hold over period shall be 200% of the most recent monthly Rent amount prior to the lease expiration.

30. TIME Time is of the essence of this agreement.

31. INSURANCE Tenant is responsible for liability/fire insurance coverage on premises. Tenant agrees to obtain and maintain a mandatory "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven (7) days of lease execution. In the event Tenant fails to provide Owner with a copy of a valid "Renter's Insurance" policy as agreed, Owner may issue a Notice of Lease Violation to the tenant and may obtain insurance on the tenant's behalf at the tenant's expense. In the event a written Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within five (5) days. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee no less than \$ 50.00 payable as added rent.

32. SUCCESSORS This lease is binding on all parties who lawfully succeed to the rights or take the place of the Owner or Tenant.

33. TENANCY & SERVICE OF PROCESS Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

34. TELEPHONE Tenant agrees to maintain a telephone in the dwelling during the term of this lease, and to furnish Owner or agent with the telephone number within five (5) days from taking occupancy. Tenant shall be responsible for any telephone company installation charges, if applicable. Notwithstanding the aforementioned, a valid Tenant cell phone number may be substituted in place of a hard wired telephone.

35. FENCES Fence's that currently exist are not included in the rental. Owner agrees to be responsible for maintaining any existing fence, gates. Tenant agrees to take reasonable care when around and using such gates and fences as to not cause any damage.

36. LOCKOUTS Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call a professional locksmith or the Owner to let them in, and will be responsible for damages if any. Tenant shall be responsible for the cost of the locksmith and also to provide the Owner with new keys if the locks are changed. If Owner is called upon to let Tenants in, there will be a \$100.00 charge.

37. NO SMOKING Tenant acknowledges that **smoking of any kind, is strictly prohibited in the rented Premises** In addition Tenant will properly dispose of any smoking outside the Premises of cigarettes or cigars in a safe trash receptacle once such cigarette or Cigar has been fully extinguished. The Tenants throwing of any cigarette or cigars or matches onto the ground is strictly prohibited and a violation of the lease agreement. The tenant may be charge a fee of \$ 50.00 per occurrence to clean up improperly disposed of cigarettes and cigars and face potential eviction for repeat offenses.

38. CLEANING FEE In the event the Premises are returned to the Owner, not in a clean condition which includes all floors including tile, laminate & carpet, walls, bathroom areas, toilets, showers, appliances cabinets and windows being thoroughly cleaned, and all Tenant personal property removed. If carpeted areas are dirty or stained, and in the event of a Tenant having a pet, all carpet areas shall be steam cleaned and any and all pet residue and odors cleaned and removed from premises. A cleaning fee of \$600.00 is to be promptly paid by Tenant to the Owner. This fee represents the usual cost of preparation for re-occupancy. Any Tenant who violates the Non-Smoking policy, will be charged an additional \$ 1,000.00 smoking remediation clean up fee for cleaning, painting, carpet cleaning and HVAC duct cleaning. Owner will waive the above fees until premises are returned to a clean and satisfactory condition to the Owner satisfaction prior to the sooner of a) Tenant defaulting on this Lease Rental Agreement, b) filing of eviction papers by the Owner with the housing court, c) termination of the lease, or d) Tenants vacating of the Premises.

39. BANKRUPTCY If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

40. WITHHOLDING RENT Under no circumstances may any rent be withheld in full or in part, regardless of any expenses incurred by Tenant, regardless of the financial status of the premises, or the legality of the premises. Rent must be paid to Owner or Owner's agent only. Non-payment or payment to any other party is a violation of this Lease Agreement and cause for immediate eviction.

41. SMOKE DETECTOR(S), FIRE EXTINGUISHER, CARBON MONOXIDE DETECTOR Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s) and fire extinguisher(s). Tenant(s) agree to test these safety devices on a regular basis (2 times per month), and to report any problem with them immediately to owner in writing. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

42. FIREPLACE & BARBEQUE GRILLS If premises have a fireplace, Tenant agrees to exercise safety measures when it is in use. Tenants agree to assume responsibility for keeping the chimney clear of any buildup or obstructions during their tenancy. Tenants shall only use barbeque grills in the out of doors and never on the inside of the Premises. All grills shall only be used in designated grilling areas, and Tenants shall clean up all charcoal and other grilling related items when complete and safely dispose of such items as to insure it is done in a neat and orderly and timely manner and as not to cause a fire or fire hazard.

Grills must be stored on Tenant lanai or Balconies but shall not be used on, in or within 15 feet of any lanai or balcony.

43. WATERBEDS Tenant shall not have a waterbed on the premises without the written consent of the Owner. This will be an amended section of the contract.

44. ILLEGALITY / SEVERABILITY If any part of this lease is not legal according to local laws, the rest of the lease will be unaffected. Illegal activity of Tenant(s), invitees or guests on premises constitutes a breach of this lease. All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Landlord and Tenant.

45. LEAD PAINT DISCLOSURE Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

46. RADON GAS DISCLOSURE In many states including Florida, **State Law** requires the landlord to make the following disclosure: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a house or building in significant quantities, may present health risks to persons exposed to it over time.

47. OPTION TO RE-NEW LEASE Tenant if in good standing, has the option, providing the terms and conditions of this lease have been complied with and satisfied, to re-new this agreement for a period of Twelve months, at an annual increase of 7% , by providing no less than 60 days written notice prior to the end of the current Agreement term and executing a lease addendum, subject to Owner's approval.

48. MINORS & GUESTS OF TENANTS: All minors, children and guests of Tenants shall abide by all house rules and act in a respectful and responsible manner when on the grounds of the property. Any behavior that results in property damage, endangers the safety of minors, children or guests, or causes actual or potential damage to Owner's or Tenant property is strictly prohibited. Such activity may include but is not limited to climbing on the buildings, cars, waste receptacles, fences shrubs, trees, the throwing or digging or disturbing of landscape mulch or rocks, irrigation systems, mail boxes and the drawing or painting on any buildings or property. In addition all activities of children and guests must be done so in a manner that does not create a disturbance to the other Tenant's or is in violation of any local ordinances or laws. Tenants will be held strictly responsible for the actions of their children and guests.

49: OUTSIDE STORAGE: All Tenant personal property including bicycles, tools, children's toys and furniture of any kind must be stored within the Tenant's Premises.

50. BREACH OF LEASE If rent is over seven (7) days late, Owner will construe non-payment as a breach of this lease, constituting Tenant's Notice to Vacate. Also, in the event agreements made in this lease are broken by tenant, the security deposit will be forfeit at Owner's option. Owner may continue the lease or terminate any or all of the tenant's rights herein. In the event a written notice advising the tenant of a default or Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within five (5) days. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee of \$ 200.00 per violation per month, or \$25.00 per violation per day whichever is less payable as added rent.

53. FORMS AND NOTICES Tenant acknowledges receiving the following forms, understands and agrees to follow instructions therein:

- ☐ Notice to Vacate Form ☐ Notice of Intention to Re-new ☐ Move-In Inventory & Condition Form
☐ List of Move-Out Charges ☐ Lead Paint Disclosure

54. Creditworthiness of Tenant: At any point prior to for a prospective tenant, or during occupancy, the Tenant gives the Landlord, or their agent(s) the authority to investigate any information provided to them for

the purpose of occupancy and verification of creditworthiness. This would include, but be limited to, retail and rental credit, criminal record if any, character, general reputation, personal characteristics and present and past mode of living. Landlord also may report to credit reporting agencies, other landlords and other creditors the status and payment history of Tenant's account, including negative credit information.

55. Credit Application: Landlord having received and reviewed a credit application filled out by Tenant, and Landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this lease agreement with Tenant. Tenant and Landlord agree the credit application the Tenant filled out when making application to rent said premises is hereby incorporated by reference and made a part of this lease agreement. Tenant further agrees that if he has falsified any statement on said application, Landlord has the right to terminate this lease agreement immediately and further agrees that Landlord shall be entitled to keep any security deposit and any prepaid rent as liquidate damages. Tenant further agrees that in the event Landlord exercises it's option to terminate this lease agreement, Tenant will remove himself, his family, and his possessions from the premises within 24 hours of notification by Landlord of the termination of this lease. Tenant further agrees to indemnify Landlord for any damages to property of Landlord including, but not limited to, the cost of making the premises suitable for renting to another tenant, and waives any right of setoff for the security deposit and prepaid rent which was forfeited as liquidated damages.

56. FULL DISCLOSURE & ACKNOWLEDGMENT & SEVERABILITY: The Tenant signing this Lease Rental Agreement hereby states that Tenant all his/her questions about this Lease Agreement have been answered, that he/she fully understands all the provisions of the Agreement and the obligations and responsibilities of each party as spelled out herein. Tenant further states that he/she agrees to fulfill his obligations in every respect or suffer the full legal and financial consequences of his actions or lack of action in violation of this Agreement. In the event that any provision in the Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The signature by the Tenant on this Least Agreement is acknowledgment that he/she has received a signed copy of this Lease Agreement.

Signature Page To Follow On Next Page"

THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF
Lease – Rental Agreement Signature Page

OWNER/AGENT : Coral Nine Holdings, LLC_____

Address:_____

City _____ **State:** _____ **Zip Code:** _____

Phone # _____ **Cell #** _____

E-Mail Address _____

Signed _____

Name & Title _____ **Date** _____

=====

TENANT: _____

SS#: _____ **Drivers Lic # & State:** _____

Phone Number: _____ **Cell Phone:** _____

E-Mail Address: _____ **Date of Birth:** _____

Address: _____

City: Coral Springs **State:** FL **Zip:** 33065

Emergency Contact: Name: _____ **Phone#:** _____

Signed: _____ **Dated:** _____

=====

TENANT or Guarantor: _____

SS#: _____ **Drivers Lic # & State:** _____

Phone Number _____ **Cell Phone:** _____

E-Mail Address: _____ **Date of Birth:** _____

Address: _____

City: Coral Springs

Emergency Contact Name: _____ **Phone #:** _____

Signed: _____ **Dated:** _____

=====

Witness: _____ **Dated:** _____

Name Printed: _____

- **Include Photo Copy of Tenants Drivers License**