

ASSOCIATES REALTY SERVICES, INC.
2622 NW 43rd Street Suite A-3 Gainesville, FL. 32606
(352) 372-7755 office (352) 377-2550 fax

LEASE AGREEMENT

PROPERTY # _____

This lease made this _____ day of _____, _____, between Associates Realty Services, Inc., ("Landlord"), and _____ ("Resident").
SSN: _____

1. **DESCRIPTION OF PREMISES:** Landlord, in consideration of the rent reserved herein to be paid by Resident and the other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Resident, does hereby let and lease unto Resident. _____
2. **USE OF PREMISES:** Resident agrees that the premises are to be used by no more than _____ persons as a private dwelling and for no other purpose. Resident agrees not to allow any nuisance or illegal activity to exist on the premises and to maintain the premises in an orderly and neat condition. Resident agrees to comply with the Rules and Regulations, a copy of which is attached hereto as Exhibit B and made a part hereof.
3. **DURATION OF LEASE:** The Premises are to be used and occupied by the Resident as a residence for the period beginning at noon _____, and ending at noon on _____. It is expressly understood that this Lease is for the entire Term regardless of whether the Resident is transferred, ceases to be enrolled in a college or university in Gainesville, Florida or for any other reason is unable to continue occupying the Premises. Accordingly, Resident's obligation to pay rent hereunder (and the Guarantor(s) obligation to insure payment of same) will continue for the entire term of this Lease and until all sums due Landlord hereunder have been paid in full.
4. **PAYMENT OF RENT**
 - a. **Rental Amount:** Resident will pay rent in the amount of \$ _____ payable in monthly installments of _____ per month, in advance on the first (1st) day of each month in addition to any and all additional rent as set forth in the body of this Lease.
 - b. **Payment Date:** Resident will pay each installment of rent on the first (1st) of every month.
 - c. **Method and Location of Payment:** Payments made by check or money order must be by a single check made payable to Associates Realty Services, Inc. Multiple checks for rent payment are unacceptable. No cash payments will be accepted.
 - d. **Late Charge:** If the Rent is not paid on or before the 4th of the month, Resident will pay a late charge of Fifty Dollars (\$50.00) plus \$5.00 per day from and including the 4th of the month which will be treated as additional rent. Resident agrees any unpaid late charges will be deducted from their security deposit at the end of their lease.
 - e. **Lost Rent:** Rent may be mailed at Resident's risk. Any rent lost in the mail will be treated as if unpaid until received by Landlord.
 - f. **Bad Check Charges:** Resident will pay Landlord a fee of Fifty Dollars (\$50.00) for any check returned to Landlord by Resident's bank due to non-sufficient funds or which otherwise fails to clear issuer's bank. Rent will be deemed unpaid until the returned check is picked up and exchanged with a CASHIER'S CHECK OR MONEY ORDER in the amount of the returned check plus any late charges described herein. In the event that rent is paid by check and is returned due to non-sufficient funds or any other reason, Landlord will have the right to require Resident to pay all future rent by a Cashier's Check or Money Order only.
5. **SECURITY DEPOSIT:**
 - a. **Payment of Security Deposit:** Resident will pay to Landlord upon execution of this lease, in addition to the first months rent hereunder a "Security Deposit" of \$ _____. The security deposit will be held by the Landlord in a separate, non-interest bearing account for the benefit of Resident at Capital City Bank.
 - b. **Purpose of Security Deposit:** The Security Deposit held by Landlord may be applied to any cleaning or repair costs incurred by Landlord upon the default of Resident. The Security Deposit also may be used to pay for damages suffered as the result of Resident's breach of this Agreement, including unpaid rent if Resident's breach is based fully or partially upon a failure to pay rent as provided herein. THIS DEPOSIT IS NOT RENT AND WILL

NOT BE APPLIED BY THE RESIDENT AS PAYMENT IN WHOLE OR PART OF ANY RENTAL PAYMENTS DUE DURING THE TERM OF THIS LEASE, UNLESS THE RESIDENT DEFAULTS IN THE OBLIGATION TO PAY RENT IN WHICH CASE LANDLORD MAY, AT ITS SOLE AND EXCLUSIVE OPTION, APPLY RESIDENT'S SECURITY DEPOSIT TOWARDS PAYMENT OF RESIDENT'S UNPAID RENT. The Landlord will have no obligation to return the Security Deposit to Resident if Resident defaults in performance of Resident's promises herein contained. Landlord may retain Security Deposit or prepaid rent as a cancellation charge or as liquidated damages if Resident fails to take occupancy of the premises as agreed or violates any term of this Lease.

c. **Release of Deposit:** Release of said deposit will be subject to the following provisions:

- (1) Full rental period has expired.
- (2) Formal written notice of intent to vacate has been received by Landlord sixty (60) days prior to said vacating.
- (3) No damage to property beyond normal wear and tear is evident.
- (4) The entire dwelling, including range, refrigerator, bathroom, carpeting (receipt from professional carpet company required), closets, and cupboards are clean and the refrigerator is PROPPED OPEN.
- (5) No unpaid late charges, or delinquent rent remain outstanding.
- (6) All keys are returned.
- (7) All debris, rubbish and garbage is removed from premises.
- (8) Forwarding address has been left with Rental Agent.
- (9) A charge will be taken out of the Security Deposit for the cost of mailing the security deposit notice by certified mail.
- (10) A utility turn-on fee will be charged if any cleaning is required.

Once all the above conditions have been met to the satisfaction of Landlord and any costs or labor and materials for cleaning and repairs have been deducted along with late charges shown in paragraph 4(d) above, the remaining amount of said deposit will be returned within 30 days.

6. **CONDITION OF PREMISES:** By acceptance of occupancy, Resident acknowledges that the Premises are in good, clean and tenantable condition.

7. **MAINTENANCE OF PREMISES:** Resident agrees to keep the premises safe and clean, free of rubbish, debris and in such conditions as may be required by the regulations of any city, county, state, or other governmental authority without any abatement in rental. Resident further agrees to maintain the grounds including but not limited to the grass, shrubbery, & flower beds. Any repair bills or maintenance expenses caused by Resident's abuse, misuse, improper use, or lack of knowledge or diligence in using any mechanical, electrical, plumbing, etc., will be charged to the Resident. Resident agrees to change the air conditioning filter every 30 days. This includes unnecessary calls such as to turn on a circuit breaker, unclog a drain (unless cause was beyond Resident's responsibility). Plumbing stoppages that occur after the initial 45 days of occupancy will be deemed to be Resident's responsibility and will be paid by Resident. In the event Resident fails or refuses to make suitable repairs as aforesaid, Landlord may make such repairs and Resident will reimburse Landlord for all repairs so made.

RESIDENT WILL BE LIABLE FOR AND WILL PAY ALL COSTS AND EXPENSES FOR DAMAGES TO THE PREMISES LEASED TO RESIDENT (INCLUDES, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHING OR FIXTURES, AND ANY DEFACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS AND DOORS) REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY RESIDENT OR RESIDENT'S GUESTS OR INVITEE.

IT IS UNDERSTOOD THAT RESIDENT WILL BE OCCUPYING THE HOUSE JOINTLY WITH ANOTHER RESIDENT, AND RESIDENT WILL BE HELD JOINTLY AND SEVERALLY LIABLE FOR ANY DAMAGES TO THE COMMON AREAS OF THE PREMISES AND ITS FURNISHINGS, FIXTURES, WALLS, CEILINGS, FLOORS, AND DOORS. ACCORDINGLY, RESIDENT MUST EXERCISE RESPONSIBILITY TO SEE THAT THE ENTIRE HOUSE IS MAINTAINED IN GOOD ORDER AND REPAIR. RESIDENT WILL IMMEDIATELY REPORT TO THE AGENT AND THE LOCAL LAW ENFORCEMENT AUTHORITY ANY ACTS OF VANDALISM TO THE PREMISES OR THE HOUSE IN WHICH THE PREMISES ARE LOCATED. RESIDENT WILL USE AND OPERATE IN A REASONABLE MANNER ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AIR CONDITIONING, AND ALL OTHER FACILITIES AND APPLIANCES.

8. **ALTERATIONS BY RESIDENT:** Resident will not alter the premises in any manner nor paint the interior or exterior of the said premises without the written consent of Landlord. In the event of authorized alteration, said alterations will, at the option of Landlord, remain or be removed at the cost and expense of Resident. The Resident is prohibited from changing any locks or adding locks to any hinged doors. Resident may add additional removable window and/or sliding glass door locks that do not mar the surface of the windows or sliding glass doors.

9. **RIGHT OF ENTRY AND INSPECTION BY LANDLORD:** Resident will permit the Landlord or any of its agents to enter the leased premises to examine and protect the same, to show the leased premises to prospective buyers or renters, or to make such repairs, additions or alterations thereto as may be deemed necessary. For this purpose, Resident authorizes Landlord or its agents, employees or servants to enter the premises between the hours of 9:00 AM and 6:00 PM and if the Resident will not personally be present, such entry may be had by use of Landlord's pass key. The Resident is prohibited from changing any locks or adding locks to any hinged doors.

10. **ASSIGNMENT AND SUBLETTING:** Resident understands and agrees that Landlord may assign this Lease. This Lease may not be assigned by Resident without the prior written consent of Landlord, which consent may be withheld at the sole and absolute discretion of Landlord. Resident further agrees in the event the Landlord approves of a sublease, the resident will pay a \$125.00 fee for drafting proper paperwork putting the new tenant on and taking the old tenant off the lease.

11. **RIGHTS UPON DEFAULT, REENTRY:** Upon Resident's failure to make any payment of rent when due, or upon Resident's breach of any other terms, covenants, agreements, or conditions herein contained, or if Resident abandons or vacates the Premises prior to the expiration of the Term, then Landlord, at its sole option may peacefully reenter and repossess the Premises and remove and put out Resident and Resident's personal property in the manner allowed by Florida law. In the event of such reentry and repossession by the Landlord, Resident will be liable for all costs, fees and damages incurred by Landlord and such reentry will not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Resident from the terms of this Lease. After default, all unpaid rent will bear interest at the highest rate allowable under state law.

It is intended that Landlord's rights and remedies for Resident's breach of this Lease will include but will not be limited to: (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the then entire unpaid balance of the rent for the term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for the account of Resident, in which event the proceeds from subletting will be applied first, to the cost of subletting (including advertising and commissions); second, to the cost of repairing any damage to the Premises; and third, to the Resident's rental obligations hereunder, with the Resident and guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy will not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Florida law.

12. **NONLIABILITY OF LANDLORD FOR INJURY OR DAMAGE:** Landlord will not be liable for any damage to property of Resident or of others located on the Property, nor for the loss of or damage to any property of Resident or of others by theft or otherwise. Landlord will not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord will not be liable for any such damage caused by other Residents or persons in the Property, occupants of adjacent property, of the buildings, or the public or caused by operations in construction of private, public or quasi-public work. Landlord will not be liable for any latent defect in the Property. All property of Resident kept or stored on the Property will be kept or stored at Resident's own risk and Resident will hold Landlord harmless from any and all claims arising out of damage to the same, including subrogation claims by Resident's insurance carrier. Resident acknowledges and agrees that Landlord and any of its parent corporations, subsidiaries, officers, directors, agents, representatives, employees, and attorneys, will not be personally liable under any of the terms and provisions of this Lease and in the event any action brought by Resident or on behalf of Resident against any such parties to enforce their rights or remedies pursuant to the terms and provisions of this Lease any award, judgment, settlement or other compensation ordered or resulting from such action or settlement will be limited to the value of the Property. Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of duties and obligations under this Lease is limited to Landlord's interest in the Premises, and neither Landlord nor its partners, shareholders, officers, agents, employees, directors, attorneys or other principals will have any personal liability under this Lease.

13. **DESTRUCTION OF PREMISES:** If the Premises are partially damaged or destroyed by fire or other casualty not attributable to the negligence or carelessness of Resident or Resident's guest or invitees, the Premises will be promptly restored and repaired by Landlord and any rent for the period that the Premises are untenantable will abate, unless Landlord provides Resident with suitable alternate living space, in which event the rent due hereunder will not abate. If, however, the Premises are substantially destroyed, then this Lease may be terminated by either Landlord or Resident, in which event the rent due hereunder will cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident will not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guests or invitees of Resident, and Resident will be charged for the cost of any repairs or cleanup attributable to Resident's carelessness or negligence. In the event of fire or other casualty, the Resident will immediately notify Landlord.

14. **INTENT TO QUIT AND VACATE PREMISES:** Resident is not to vacate the Premises during the term of this Lease or continuation thereof, nor remove any of the Resident's goods from the premises unless Resident has first paid the Landlord the full rent due for the balance of the term together with other charges unless approved by the Landlord in writing. If, upon inspection, the Resident's personal property has been substantially removed from the Premises the Landlord may assume the Resident has abandoned the premises without notice, and Landlord may take possession.

15. **CHECK-IN AND CHECK-OUT PROCEDURES:** Immediately preceding Resident's taking possession of the Premises, Resident and Landlord or some other representative of the Landlord will conduct an inspection of the premises. Landlord will also inspect the Premises upon Resident's surrendering possession thereof at the termination of this Lease and note the condition of the Premises, including all appliances, and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises. Resident will surrender possession of the Premises in a clean and sanitary condition, including, but not limited to, all appliances and the kitchen, living/dining and bath areas. It is understood and agreed that Resident's failure to follow the prescribed check-out procedures and to return all keys to Landlord, may result in the partial or full forfeiture of the security deposit hereunder, but in no event shall such forfeiture be construed as liquidated damages.

16. **PARENTAL OR SPONSOR'S GUARANTY:** Most of the residents are college-age students. The Landlord requires, as a condition of this Lease, a binding Parental or Sponsor's Guaranty (the "Guaranty") which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to Landlord within ten (10) days from the date of execution of this Lease by Resident. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and the Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is an essential necessity of Resident and the Resident will be fully bound by all the terms and conditions thereof irrespective of Resident's age or legal status. Execution of the Guaranty constitutes additional insurance to Landlord of the performance of the covenants of this Lease and will not be construed as a release of Resident's responsibilities and obligations hereunder. A copy of the Continuing Parental or Sponsor Guaranty is attached hereto as Exhibit A.

17. **RENEWAL AND HOLDOVER:** If Resident holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease without Landlord's written consent, Landlord may recover possession of the Premises in accordance with Florida law. Landlord may also recover double the rent due for the Premises, or any part thereof, for the period during which Resident refuses to surrender possession.

18. **GUESTS:** Only occasional overnight and weekend guests are permitted. It is understood that occupancy of the Premises is expressly reserved for Resident only, and any persons occupying the Premises as a guest for more than seven (7) days during the Term will be treated as a guest only if Landlord is notified in writing by Resident and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said seven (7) day period will be deemed a breach of this Lease, and Landlord will be entitled to recover from the Resident and guest (whose liability will be joint and several) an additional amount of rent equal to that being paid by Resident. Collection of such additional rent will not impair the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies at law or in equity.

19. **PETS:** Except for animals assisting disabled or impaired persons, pets are prohibited. For animals allowed by this paragraph, Resident agrees to execute a separate pet agreement in such form as Landlord required.

20. **UTILITIES:** Utilities and services are paid by TENANT except _____. LANDLORD is not liable for damage or charges of any kind due to interruption in supply of water, heat, electricity, or refrigeration or any other cause beyond direct control of LANDLORD. It is a breach of this lease for TENANT to cause directly, or indirectly, any utility service to be turned off.

21. **KEYS:** Receipt for _____ key(s) is hereby acknowledged by the Resident, same to be returned at expiration of this Lease or a eighty five (\$85.00) Dollar fee will be charged. Resident will not change the door locks or key to the Unit without the prior written consent of Landlord. In the event said locks or keys are changed, Resident will provide Landlord with a duplicate key to the Premises.

22. **RULES AND REGULATIONS:** Resident will abide by the Rules and Regulations, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. Landlord reserves the right to make reasonable changes to the Rules and Regulations and, upon notification to Resident of such changes, such amended Rules and Regulations will be deemed as equally binding upon Resident as if originally set forth herein. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. A BREACH OF ANY RULE OR REGULATION BY THE RESIDENT WILL CONSTITUTE A BREACH OF THE TERMS AND CONDITIONS OF THIS LEASE. Resident will not destroy, deface, damage, impair or remove any part of the premises or property therein belonging to the Landlord nor permit any person to do so.

23. **PARKING:** Resident shall park only in the designated parking areas. Parking on the grass or other than in the designated parking area is strictly prohibited. In the event Resident or Resident's guests park vehicles in other than the designated area and a fine is imposed upon Landlord for said parking violation, Resident will immediately pay to Landlord the amount of Landlord's fine plus an additional \$25.00 for handling which amount shall be additional rent.

24. **MODIFICATION OF LEASE:** No modification of this Lease will be effective unless both parties hereto will in writing agree to such modifications.

25. **WAIVER:** Failure of Landlord to insist upon a strict compliance with one or more of the covenants or promises herein contained or its failure to exercise any option herein contained will not be construed as a waiver or relinquishment of such provision, covenant or option but the same will continue in full force and effect.
26. **RADON DISCLOSURE STATEMENT:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
27. **SUBORDINATION:** Resident agrees that this Lease will be subject and subordinate to any mortgage or encumbrance now on the Premises or which any owner of the Premises may hereafter at any time elect to place on the Premises. The Resident agrees to promptly execute any instrument evidencing such subordination and confirming such factual matters and representations that Landlord or its successors or assigns may request. The Resident further irrevocably appoints the Landlord as his or her attorney in fact with full power and authority to execute any such instrument on behalf of Resident.
28. **DELAY IN DELIVERY OF POSSESSION:** If the Landlord is unable to give possession of the Premises on the date of the commencement of the term because occupant refuses to give up possession or for any other reason, Landlord will not be liable for failure to deliver possession on said date but the rent payable hereunder will be abated until Landlord tenders possession to Resident. The termination date of the Lease will not be extended.
29. **BINDING EFFECT:** This Lease will be binding upon the parties, their heirs, representatives, and assigns. The heading or titles to paragraphs herein are not part of this Lease and will have no effect upon construction or interpretation. For purposes of interpretation of this Lease, the masculine will include the feminine and the singular will include a plural.
30. **ATTORNEY'S FEES:** In any action to enforce the terms of this Lease, the prevailing party will be entitled to recover its costs and expenses including, but not limited to attorney's fees and expenses, incurred in connection therewith whether or not legal action is instituted.
31. **GOVERNING LAW:** This Lease is governed by and construed in accordance with the laws of the state of Florida.
32. **SPECIAL ARRANGEMENTS:**

THERE ARE NO VERBAL AGREEMENTS

READ THIS LEASE CAREFULLY BEFORE SIGNING.

ACKNOWLEDGMENT

RESIDENT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE AGREEMENT, THE RENTAL APPLICATION, MOLD ADDENDUM, AND RULES AND REGULATIONS. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES AND AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT.

IT IS RECOMMENDED THAT RESIDENTS OBTAIN PERSONAL PROPERTY INSURANCE AND PERSONAL LIABILITY INSURANCE BEFORE OCCUPANCY OF LEASED PROPERTY.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Gainesville, Alachua County, Florida, on the date first above written.

LANDLORD
Associates Realty Services, Inc.

RESIDENT

RESIDENT

RESIDENT

RESIDENT

First Months Rent	_____
Pet Fee	_____
Security Deposit	_____
Total	=====
Amount Paid	_____
Balance Due:	_____

Balance due to be paid on or before _____

ADDENDUM'S TO LEASE:

- Exhibit A: Continuing Parental or Sponsor's Guaranty
- Exhibit B: Rules and Regulations
- Authorization to Dispose of personal property
- Mold Addendum

DATE: _____