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RESIDENTIAL LEASE AGREEMENT

F U
House #: _____
Rent: _____
Deposit: _____
Last Month's Rent: _____
Application Fee: _____
Other: _____

THIS LEASE, made this _____ day of _____, 20____, between _____
Hereinafter called the Landlord, and

NAME (1) _____ (3) _____
(2) _____ (4) _____
(5) _____ (6) _____

Hereinafter called the Tenant

WITNESSETH: That the Landlord leases to the Tenant and the Tenant leases from the Landlord beginning on the _____ day of _____, 20____ and terminating on the _____ day of _____, 20____, the leased premises known as _____ in the County of Leon, in the State of Florida, for use as a leased premises only.

The total rent for this contract is \$ _____ payable over _____ equal installments of \$ _____. Payments are due in advance at P.O. Box 4008, Tallahassee, Florida 32315 or such other place as the Landlord might from time to time direct.

SECURITY DEPOSITS AND PREPAID RENTS:

Property Deposit: Amount _____, Date Due _____, Date Paid _____
Parent Forms: _____, Date Due _____, Date Received _____
Last Month's Rent: Amount _____, Date Due _____, Date Paid _____
Total Received Upon Signing _____ Balance Due _____

The acceptance of this agreement and all the provisions and terms hereof shall constitute a rental agreement between the parties hereto named.

DEPOSIT: The security deposit above specified shall be held as a security deposit for the performance of the rental agreement. Failure to move into house according to contract will result in loss of tenant deposit and tenant will remain liable for rent due under contract. In addition, the security deposit is being held against any damage or cleaning above normal wear and tear. Lack of security deposit does not relinquish the tenants from all obligations, including but not limited to damages, rent, subleasing, violation, cleaning fees and all other fees stated in this lease. **A one-time cleaning and painting fee of \$300 for one bedroom, \$550 for two bedrooms, \$650 for three bedrooms, \$850 for four bedrooms, and \$950 for five bedrooms will be charged to all leases. The deposit breakdown will be returned to the first person listed above within 30 days as provided for in Chapter 83, Florida Statutes. The security deposit can not be used in lieu of a rental payment at any time. THE SECURITY DEPOSIT WILL BE FORFEITED AS LIQUIDATED DAMAGES (AT OPTION OF OWNER) IF THE LAST MONTHS RENT AND PARENT GUARANTEE FORM IS NOT RECEIVED BY _____. At landlord's option, this leased premises may be re-rented or each tenant will be required to pay a \$100 late registration fee per person to retain the leased premises.** Tenants are responsible for providing landlord in writing by email at info@jacksonpropertiesinc.com forwarding address by noon on the day they move out.

RENTAL PAYMENT: Tenant jointly and individually agrees to rent the above described premises on the terms and conditions herein set forth and the rent to be paid in equal installments of \$ _____ in advance. The full installment payment is due every month under the lease even if the lease term does not cover the full month. If at any time during or before the expiration of the term of this rental agreement the tenant shall default in payment of the rent or shall vacate the said rental unit or otherwise violate the terms of this agreement, then the whole of the rent for said term then remaining unpaid shall, at the option of the landlord, be and become payable forth with, and the landlord shall have full power demand, recover and collect any balance of rent for said term remaining by any legal proceedings available to said landlord. Tenants shall pay owner all costs, expenses and attorney fees resulting from the enforcement of covenants and agreements of this lease.

LATE FEE: Rent is due on the _____ day of each month in advance. Rent not paid or post marked by the _____ of the month is subject to **a late penalty of \$75.00 plus \$4.00 per day per tenant will for each day until paid in full. Late fees will be deemed as rent. No exceptions - period!**

RETURNED CHECK: Rent paid by checks will not constitute payment until it has been cleared the tenant's bank. Returned checks will be charged a service charge of \$25, \$30 or \$40, depending on amount of check. A late fee as described above will also be assessed against tenant until rent is fully paid. Acceptance of rental payments by check will be at the sole discretion of the landlord.

EARLY MOVE IN: Tenants can move in early if the leased premises is ready. The rent due for all tenants will begin on the 1st day occupancy is given to the tenant and tenants will be responsible for paying rent for each early move-in day (Pro-Rated) for the entire leased premises and the date has been approved by the office in writing.

LATE DEPARTURE: Any tenant who fails to move out of the leased premises by the end of the lease date by noon will be assessed \$200 per person per day until all belongings are moved out and keys returned to the rental office.

COMPLIANCE: If at any time during the term of this agreement the landlord feels the tenant or his guest is not abiding by the rules and regulations or any other provision of this agreement other than a failure to pay rent, and such non-compliance continues for a period of seven days after receipt of written notice specifying such non-compliance, the landlord may take that action afforded him by Florida Statutes to terminate the rental agreement. In the event tenant is evicted, they will be responsible for eviction costs including, but not limited to, lost rents, rental fees, repair costs, eviction crew, trash removal, changes of locks, court costs, attorney fees, etc.

AGREEMENTS: **The tenant agrees there is no agreement or verbal understanding of any kind or nature with the landlord or any of his representatives except as may be set forth or added to this agreement in writing. The Tenants, rules, and regulations are an addendum to this lease.**

MATERIAL REPRESENTATION: Tenant agrees that the statements and representations made on his signed rental application are material representations and are incorporated into this agreement by reference, the falsity of which, or of any part of them, shall constitute a default hereunder entitling the landlord to possession of said premises.

UTILITIES: Tenant shall pay all utility charges unless otherwise stated. Dripping faucets and toilets running should be reported to management immediately in writing by email at info@jacksonpropertiesinc.com or text at 850.894.7368. Failure to notify us will result in higher utility bills. It is your responsibility to read your own utility bill. **Landlord will not reimburse for any utilities at any time.** Landlord will fix problem once notified within a reasonable time. Tenants who sign for utility packages will split the utility bill equally between the entire apartment. Utilities are considered rent and failure to pay them can result in eviction. Tenant must keep utilities on at all times.

SUBLET OR ASSIGNMENT: Tenant will not sublet or assign any part of the premises without the written consent of the landlord. It being further understood said premises will be occupied by only _____ persons. Tenant further agrees to pay one equal installment of rent non-refundable sublet fee for each substitute tenant if landlord grants permission to sublet. Subleasing your place on the lease will result in forfeiting your security deposit. One more person than the number of bedrooms allowed with additional deposit and \$200 increase in rent. A fee of one equal installment of rent will be charged to tenant if Landlord re-rents leased premises. Tenants who sign individual leases will move to apartment selected by owner to insure at least 4 tenants per apartment. Landlord to pay tenant \$100 for moving expenses. No short-term rentals and/or operating a business out of your unit is allowed.

PERSONAL PROPERTY: Landlord does not insure personal property belonging to the tenant, against any hazard, nor does landlord provide liability insurance or any other coverage for the benefit of the tenant. Tenant is advised to obtain such insurance coverage as he deems appropriate. Any personal property remaining in this dwelling for 3 days after the termination of this lease will become property of the landlord.

MECHANICAL FAILURE: The landlord upon proper notice in writing by email at info@jacksonpropertiesinc.com or text at 850.894.7368, shall have a reasonable time to determine the cause of any malfunction and to have the same repaired without any liability as to damages or inconveniences to the tenants, for that reasonable time period. This provision would include, but is not limited to sewer lines, water pipes, hot water heaters, heating and air conditioning systems, refrigerators, and appliances. Additional time may be needed for work performed by contractors.

ABANDONMENT: If tenant moves out before the end of this lease, it shall be tenant's responsibility to pay a fee to re-rent the property equal to one equal installment of rent. The tenant is additionally responsible for the equal installment of rental payments until the expiration of this lease or until rent is received under a new lease. If tenant is absent from the premises for **MORE THAN 5 CONSECUTIVE DAYS**, while rent is in default, tenant hereby instructs landlord to consider the premises abandoned, and to dispose of any property left on the premises as landlord sees fit, without being liable to tenant. The tenant agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by chapter 83, Florida Statutes. The Landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.

LEGAL PROCEEDINGS: It is further agreed that no waiver of any breach of any covenant, condition of agreement herein contained shall operate as a waiver of the covenant, or agreement itself, or any subsequent breach thereof. Tenants shall pay owner all costs, expenses including but not limited to attorney fees, collection agency fees, processing fees, and court charges resulting from the enforcement of covenants and agreements of this lease. Tenant waives right to a jury trial. Attorney fees are not awardable in an action for personal injuries.

MAINTENANCE OF PREMISES: It is further agreed that the said tenant will not do, suffer, or permit anything to be done, in or about the premises which will contravene the policy of insurance against loss by fire or increase the fire and landlord liability insurance rate, or keep any gasoline or other combustibles on said premises. In the event fire is caused by tenant's negligence, tenant will be held responsible for any lost rents suffered by the landlord while property is being repaired. It is further agreed that the tenant will keep said premises, including garage, if any, in good order and condition, keep all portions of the leased premises in clean and sanitary condition and comply with all applicable federal, state, and local laws, ordinances and regulations with respect to said premises.

RESPONSIBILITY FOR REPAIRS: Any repairs made necessary due to the negligence and/or lack of knowledge/education of the tenant, their licenses, invitees, pets, family, servants, employees, or guests, shall be paid for by the tenant. This would include but not limited to plumbing obstruction, locks, windows, doors, walls, appliances, and garbage disposal. **The tenant is fully responsible for repairs to all appliances other than those attributable to normal usage.**

NOTICE OF DEFECTS: It is further agreed that the tenant will give landlord or agent prompt notice in writing by email at info@jacksonpropertiesinc.com or text at 850.894.7368, of any defects, leaks, or breakage in the structure, equipment or fixtures of said premises, including damage by fire, storm and flood. If additional damage results from tenant's failure to notify landlord of a defect, tenant will be responsible for the expense of repairing said damage. Landlord will not provide reimbursement/replacement of personal property, utilities, inconvenience and/or rent at any time.

SURRENDER OF PREMISES: Tenant agrees to surrender the said premises and all the landlord's furniture and fixtures are in good, clean and operating condition at the expiration of this lease. Normal wear and damage by fire, storm and public enemies only accepted. There should be no trash or debris left in or around premises including attic, yard, closets, or porch. Property to be broom swept and mopped, bathrooms, kitchens and bedrooms cleaned, carpets vacuumed, all appliances clean and operating, no painted walls (charge per wall will apply) with no broken windows or holes in walls, etc. Tenant will be charged for the above items a minimum of \$550 each, if not completed by the date property is vacated. Tenant will also be responsible for any vandalism to property even after vacating said premises until such time as all keys are returned to: _____. **A \$125.00 charge will be assessed for each key not returned to landlord on last day of contract or move-out date whichever is first.**

TERMS, RULES AND REGULATIONS

1. The tenant hereby accepts the premises in their present condition except as otherwise hereinafter specified.
2. The tenant hereby agrees that no alterations, additional locks or bolts or windows are to be made or added, or paints or stains or nails, screws, tape or glue to the woodwork, doors, walls, floors, or furnishings, are to be applied, without the written consent of the landlord. Any improvements become the sole property of the landlord. Tenant can be charged for the removal of these items and restoring to original state. A minimum of \$450 will be charged for each item.
3. The tenant agrees not to violate any of the ordinances of the City of Tallahassee, or laws of the State of Florida or of the United States of America or permit the premises to be used for any unlawful or immoral purposes whatsoever, not for any purpose that will injure the reputation of said premises or the neighborhood. Residents who violate city ordinances will be subject to fines of \$250 for the 1st occurrence, \$500 for the 2nd occurrence and \$750 for the 3rd occurrence, in addition to any fines imposed by the City of Tallahassee and/or The State of Florida.
4. It is agreed that in the event it is necessary to cut off and stop heat, water, gas or electricity on account of repairs, the landlord shall be at liberty to do so without in any respect modifying any of the covenants or obligations of the tenant or rendering the landlord liable to any damage or offset by reason thereof no credit in rent will be given to tenant.
5. The landlord or any of its agents shall have the right to enter said premises during the hours of 12-6pm Monday through Sunday to examine or protect the same, to show said premises to prospective buyers or renters, and the hours of 7am-7pm Monday through Sunday to make such repairs, renovations, and additions or alterations thereto as may be deemed necessary. Landlord is also permitted to post "for rent" or "for sale" signs in yard of premise. Courtesy calls will be given to house coordinator prior to showing the place and tenant agrees to maintain the property in clean condition. No appointments are made for maintenance request or showings. It is the tenants responsibility to provide the landlord with current phone number. **Landlord does not provide 12-24-hour notice.**
6. That at tenant's expense, during the continuance of this lease agreement, said premises and every part hereof will be kept clean and in good repair by the tenant as when taken, reasonable use and wear thereof and damage by the elements accepted. Dumping charcoal on ground will result in \$150 assessment per occurrence.
7. That in case storage space shall be provided anywhere on the premises by the landlord, it shall be deemed a bailee without hire and shall not be held liable for the loss or damage from and cause whatsoever to any article which the tenant may store or cause to be stored therein at any time.
8. **NO PETS OF ANY KIND SHALL BE ALLOWED INSIDE THE LEASED PREMISES OR ON THE GROUNDS AT ANY TIME. VIOLATING THIS RULE WILL RESULT IN FORFEITURE OF HOUSE SECURITY DEPOSIT AND/OR A \$1,000 VIOLATION FEE, WHICHEVER IS GREATER, AS WELL AS COST OF ANY PEST CONTROL OR ADDITIONAL CLEANING DONE. Also, total rent will become due, and tenants will be required to vacate the leased premises at landlord's discretion. Any exceptions must be pre-approved in writing by owner.**
9. No noisy or disorderly conduct annoying or disturbing to the occupants of the building or neighbors shall be permitted in any part of the premises, nor shall any tenant entertain on the premises any person of a bad or loose character or improper behavior.
10. No tenant by himself, his family, friends or servants shall make or permit any disturbing noises in the building, nor do anything or permit anything by such persons that will interfere with the other tenants. No tenants shall play upon any musical instrument between the hours of 10:00 PM and the following 8:00 AM if it will disturb or annoy other occupants of the building or neighborhood. Music which can be heard outside house/apt is too loud and a \$250 fine will occur after initial warning. Further violation will result in police being called and \$500 fine per occurrence.
11. A failure of the landlord to insist upon a strict performance of any of the agreements, rules, regulations, or terms of this agreement shall not be construed as a waiver for the future performance of such agreement, rule, regulation or term, but the same shall continue in full force and effect.
12. Car repairs conducted on site and/or inoperable vehicles (beyond 48 hours) parked on or around this property is in violation of this lease and will result in a fine of \$50 per vehicle per day until removed, or forfeiture of deposit at the option of landlord and will be towed at vehicle owner's expense.
13. Resident shall be responsible for all window screens, mini blinds and/or vertical blinds, toilet lid(s) repair or replacement during term or lease.
14. Open burning (fire pits) is not allowed in any yard. It is against city ordinance. Loss of deposit and/or a \$750 violation fee, whichever is greater will occur. Tenant will be evicted from the property at owner's discretion.
15. Hurricanes result in substantial rain which is an act of God and beyond the control of this landlord. Landlord is not responsible for tenant's personal belongings.
16. **Tenants agree not to change, alter, or add different locks to dwelling. Fine of \$125 for each lock changed will be imposed.**
17. Smoke detectors are provided, but monitoring is responsibility of tenant. Notify landlord immediately if they need to be repaired and/or if they are missing.
18. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
19. No water beds are allowed, No satellites, No parking on the grass. Cars observed parked on the grass will result in a \$75.00 fine assessed to tenants per occurrence and/or towed at owner's expense. Additional parking on the grass violation charges will be doubled per car. Satellites will be subject to a \$500 removal fee.
20. No items can be placed, hung, or stored on front porch at any time without the written consent of owner. A \$150 fine will be assessed per occurrence after initial warning. These include sofas, tables, bricks, tires, signs, etc. Only outside patio furniture is allowed.
21. All tenants agree to not climb on top of roof. \$1,000.00 fine assessed per occurrence, per individual.
22. Owner to provide pest control, yard service, and regular maintenance. Maintenance done as a result of tenant's negligence and/or lack of knowledge/education will be charged to tenant.
23. Smoking is not allowed inside the apartment/house. Tenant will be charged for the removal of any smells if necessary.
24. Smog, rust, mold, and fungi exist in houses in Florida. The tenant accepts the house in its current condition. The owner will not pay to test, monitor, or dispose of any of the above. This remains the sole responsibility of the tenants. Tenant is responsible for cleaning all windows, sills, walls, vents, and bathroom to avoid the accumulation of condensation. Tenant will maintain proper cleaning and ventilation in bathrooms.
25. Any tenant who activates a fire or sprinkler system will be fined \$500.00 plus any cost for damages to owner's property. All fires caused by but not limited to beauty products, candles, toaster ovens, heaters and the like are the tenant's responsibility.
26. Owner to clean and paint property inside and steam clean carpet prior to move in date. We do not clean units to your personal standards. Detailed cleaning based on personal standards will be done by tenant. All units will have normal wear and tear.
27. **It is highly recommended that the tenant obtains renter's insurance. Tenant acknowledges that their personal property is NOT covered by landlord at any time.**
28. Your security deposit is being held at Pro Bank, Prime Meridian Bank, Capital City Bank, Premier Bank, Wells Fargo or Regions Bank in a non-interest bearing account.
29. Tenants who falsified any information on their application constitutes grounds for eviction and forfeiture of security deposit during the lease term.

ADDITIONAL TERMS, RULES AND REGULATIONS

It is the tenants responsibility to maintain a clean house.

FURTHER PROVISION: LIVING OFF CAMPUS GUIDELINES ATTACHED () Yes () No

TENANT (1) _____	TENANT (2) _____	TENANT (3) _____
PARENTS _____	PARENTS _____	PARENTS _____
ADDRESS _____	ADDRESS _____	ADDRESS _____
EMAIL _____	EMAIL _____	EMAIL _____
PHONE _____	PHONE _____	PHONE _____
TENANT (4) _____	TENANT (5) _____	TENANT (6) _____
PARENTS _____	PARENTS _____	PARENTS _____
ADDRESS _____	ADDRESS _____	ADDRESS _____
EMAIL _____	EMAIL _____	EMAIL _____
PHONE _____	PHONE _____	PHONE _____

This agreement contains the entire agreement of the parties and by their signatures shall constitute a rental agreement.

 LANDLORD/AGENT:

 TENANT.

 TENANT

 TENANT

 TENANT:

 TENANT

 TENANT

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