

HENDRICKS ENTERPRISES APARTMENT LEASE

- 1 **PARTIES:** THIS AGREEMENT made thisday ofby and between HENDRICKS ENTERPRISES, or Agent hereinafter "Lessor" and hereinafter "Resident" and no others except guests for not more than 7 consecutive days or 14 total days. If Resident will be absent for more than 14 days, Resident must notify Lessor in writing. The term "Resident" in this Apartment Lease refers to all Residents listed above. Lessor agrees to lease to Resident, Apt.#(hereinafter "Apartment") atPinellas County, known as hereinafter "Apartment Project") for the use by the Resident only as a private residence.
2. **LEASE TERM:** The initial term of the Apartment Lease shall commence on the **First** day of and end the **Last** day of The Apartment Lease will automatically renew on a month-to-month basis unless written notice of termination, is given by either party at least thirty (30) days before the end of the above Apartment Lease term or renewal period or unless another Apartment lease is signed by all parties. Termination must be the last day of the initial term or the last day of a subsequent calendar month.
- 3 **RENT:** Resident will pay \$ _____ per month at the Lessor's address on or before the 1st day of each month. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one Resident. Payments may not be made by third party checks. Payments may not be made in cash. If the rent is paid after the 5th day of the month, a late charge of \$40.00 will be due, plus an additional charge of \$2 .00 per day for each day thereafter until the rent is paid in full, all as additional rent. However, Lessor reserves the right to refuse payment after expiration of Lessor's demand for rent or possession as provided for in Florida Statutes. If Resident's check is dishonored by Resident's bank, Resident must pay Lessor an additional service charge of \$35.00 plus any other charges and penalties provided by Florida law plus any accrued late charge. Lessor is not required to redeposit a dishonored check. Resident must pay Lessor any sales or other taxes which are due on Resident's rent. Rent may be increased after the initial term upon not less than 30 days notice. Any monies that Resident owes to Lessor are deemed rent under this lease.
- 4 **SECURITY DEPOSIT:** Resident has deposited with lessor \$ _____. Resident's security deposit may not be applied by Resident as rent, but is a good faith deposit for Resident's faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the premises caused by Resident or Resident's invitees. The deposit shall be returned to Resident only after all the following conditions have been met:
 - 4.1. The full apartment Lease term must have expired or been terminated without default by Resident, and Resident must not have held over. "Holding over" is defined as retaining possession of the Apartment after either party has given thirty (30) days written notice of termination.
 - 4.2. Thirty (30) days written notice must have been given to Lessor or Lessor's representative prior to the date of termination or expiration.
 - 4.3. There are no unpaid charges, damages, or rentals due by Resident under the Apartment Lease. All payments for charges, damages or rental paid within five (5) days of vacating said apartment shall be paid in cash, Cashier's Check, or Money Order.
 - 4.4. Resident's forwarding address has been left with Lessor. All keys have been returned to Lessor.
 - 4.5. The Apartment, including designated kitchen appliances, has been cleaned thoroughly in accordance with Lessor's written Move-Out Policy. If Resident fails to clean in accordance with the written Move-Out policy reasonable charges to complete such cleaning shall be deducted.
 - 4.6. After inspection by Lessor appropriate charges shall be deducted for any unpaid damages or repairs to the Apartment or its contents (beyond reasonable wear): including but not limited to, charges for cleaning carpets, draperies, furniture, walls etc. which are soiled beyond reasonable wear; stickers, scratches, burns, stains, insufficient light bulbs or unapproved holes. After the above conditions have been complied with by Resident, the balance of deposit will be mailed to Resident's forwarding address along with an itemized accounting of any charges or damages no later than fifteen (15) days after move-out. If Resident fails to move in, Lessor may sue for damages incurred and the deposit is forfeited.
- 5 **UTILITIES:** Resident must obtain electric service for his/her apartment, if separately metered. Unless separately metered, Lessor will supply water and sewer for normal usage. If Resident does not presently have separately metered water, Lessor may add separate metering. Lessor is not liable for interruption or malfunction in service of any utility due to any cause. Resident may not occupy his/her apartment without electric service.
- 6 **ASSIGNMENT AND SUBLETTING:** Resident may not sublet the Apartment or assign this Apartment Lease without the prior written consent of Lessor. Lessor's consent to assignment or subletting shall not waive Lessor's right to refuse subsequent assignments or subletting, nor shall it release Resident from liability under his/her Apartment Lease.
- 7 **LIABILITY:** Lessor shall not be liable to Resident or Resident's invitees for any damage, loss, or injury to persons or property occurring within Resident's apartment or upon the premises, whether caused by Lessor or someone else. Resident is responsible for obtaining his/her own casualty and liability insurance. ***WE STRONGLY RECOMMEND THAT RESIDENT SECURE INSURANCE TO PROTECT HIMSELF/HERSELF AND HIS/HER PROPERTY.*** Resident acknowledges that any security measures provided should not and will not be treated by Resident as a guarantee against crime. Resident hereby releases Lessor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to Resident, or Resident's invitees, that may occur in connection with use of the swimming pool (if any), storerooms, laundry rooms, and all other facilities. Resident's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.
- 8 **RIGHT OF ENTRY:** Resident consents to Lessor entering Resident's apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which Lessor deems necessary in Lessor's sole discretion, and for delivering notices and for other purposes as provided by law.
- 9 **DEFAULT:** If Resident fails to pay rent or other amounts owed by Resident under this Apartment Lease; or if Resident's invitees violate this Apartment Lease, apartment rules or policies, or fire prevention, health or criminal laws; or if a Resident abandons the apartment, the Lessor has the right to terminate Resident's right of occupancy. Acceptance of monies at any time will not waive Lessor's right of property damages, past or future rent, or other sums due. Lessor may report unpaid amounts to local credit agencies for recordation in Resident's credit file. Resident's absence from the Apartment for three (3) consecutive days while all or any portion of the rent is delinquent shall be deemed an abandonment of the Apartment. If Resident holds over beyond the end of this Apartment Lease term or renewal period, Resident's deposit will be forfeited and Lessor shall be entitled to double rents for the holdover period, plus any damages, plus attorney's fees. Rent is accelerated upon default. Under no circumstances can Lessor's acceptance of Resident's keys, or re-entry or any other action be considered as a termination of the lease or retaking for Lessor's own account. If Resident vacates before expiration of the lease term, Resident must still pay rent for the entire term of the lease or pay two full month's rent. If Resident or Resident's invitee engages in criminal activity on the premises, such action will be a default for which Resident's lease may be immediately terminated. The prevailing party in any dispute arising out of this Apartment lease will be entitled to recover reasonable attorney's fees and litigation costs.

- 10 **REPAIRS AND MAINTENANCE:** Resident acknowledges that he/she has inspected the apartment and is fully satisfied and accepts it in its "as is" condition, except as otherwise agreed by Resident and Lessor in writing. Resident is responsible for the removal of trash and garbage from Resident's apartment to the appropriate collection point and for maintaining his/her apartment in a clean and sanitary condition. Lessor will maintain air conditioning and heating equipment, plumbing fixtures and facilities; electrical systems; and appliances provided by Lessor. Any damage to Resident's apartment or the premises, except for normal wear, caused by Resident or Resident's invitees will be corrected, repaired, or replaced at Resident's expense. Resident must immediately notify Lessor of any needed maintenance or repair. Resident must inspect his/her smoke detector at least one a month to determine if it is working properly and notify Lessor of any deficiency. Resident must change the air conditioning and heating filter after monthly usage, or more often if required.
- 11 **PETS:** No pets may enter or be kept in the apartment or on the premises without the written consent of the Lessor.
- 12 **NOTICES:** Any notices from Lessor to Resident will be deemed delivered when mailed to Resident at Resident's apartment by first class mail, or personally handed to Resident or anyone in Resident's apartment; or left at Resident's apartment in Resident's absence. Delivery of one copy of a notice is sufficient for all Residents. Any notice from Resident to Lessor will be deemed delivered when received in Lessor's office return receipt requested, or personally delivered to Lessor's office staff during normal business hours.
- 13 **ALTERATIONS:** Resident may not make alterations or additions, nor install or maintain in the apartment, or any part of the premises, any fixtures, large appliances, devices, or signs without Lessor's written consent . Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment, unless Lessor and Resident agree otherwise.
- 14 **APPLICATION:** If any information given by Resident in Resident's application is false, Lessor may, at his option, terminate this lease.
- 15 **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.*
- 16 **RULES OR POLICIES:** In addition to the rules or policies below, resident must observe any other reasonable rules or policies which may be given to Resident now or later implemented by Lessor.
- 16.1. Except for automobiles and non-commercial small trucks, no vehicles (including motorcycles, trucks, boats or boat trailer, campers, travel trailers, and motorhomes) may be parked on the premises without Lessor's prior consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violation of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. Lessor is not liable for any damage arising as a result of towing. Resident acknowledges that it is Resident's responsibility to advise Resident's invitees of these vehicle policies, and Resident further agrees to determine in each case that they have complied therewith. Resident agrees to indemnify and hold Lessor harmless for any claims by Resident's invitees for the towing of their vehicles for violation of these policies; Resident agrees to pay for said towing and other charges related thereto as additional rent to be paid immediately. Lessor may impose additional parking regulations including limiting the number of vehicles which Resident or Resident's invitees may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each apartment bedroom without Lessor's written consent No vehicle maintenance or repairs may be performed on the premises. Signs may not be displayed on or from vehicles.
- 16.2. No "garage" or other sales may be conducted by resident on the premises.
- 16.3. Solicitation by Resident or others is not allowed on the premises.
- 16.4. Nothing may be attached to or extended from the outside of any apartment or building except by Lessor.
- 16.5. Locks may not be altered nor may new locks, knockers, or other door or window attachments installed without Lessor's prior written consent.
- 16.6. No noise, music, or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swim suits.
- 16.7. No spikes, adhesives, screws, hooks, nails, or the like may be driven into or applied to the walls, or other surfaces without Lessor's prior written consent except that small nails my be used for hanging wall decorations. Resident is responsible for the cost of repairing any holes.
- 16.8. No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless Lessor is first protected as a loss payee on an insurance policy approved by Lessor.
- 16.9. Any draperies or other window covering must be white or lined in white so that only white may be seen from outside Resident's apartment.
- 16.10. No signs or other objects which Lessor deems to be unsightly may be displayed in Resident's windows or elsewhere on the premises.
- 16.11. Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Outside water use may be prohibited, or restricted to designated areas and times. Water leaks must be reported promptly to Lessor.
- 16.12. Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and outdoor furniture are permitted on patios and balconies. Lessor may further limit what is placed in outside areas.
- 17 **SEVERABILITY:** If any part of this apartment Lease shall be construed to be unenforceable, the remaining parts shall remain in full force and effect as though any unenforceable part were not written into this lease.
- 18 **ADDITONAL AGREEMENTS (IF ANY):**

UPON EXECUTION OF THIS LEASE, RESIDENT ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO ALL OF IT'S PROVISIONS. BY SIGNING THIS RENTAL AGREEMENT RESIDENT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITON OF RESIDENT'S PERSONAL PROPERTY. This lease is the entire agreement between Resident and Lessor and may be modified only in writing. If there is more than one Resident, all Residents are jointly and severally liable for any payments due Lessor.

RESIDENT SIGNATURE

HENDRICKS ENTERPRISES

x. _____ seal

x. _____ seal

x. _____ seal

x. _____ seal