

LEASE AGREEMENT

For and in consideration of the rent to be paid and the premises (the "Premises") to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Resident agree as follows:

SUMMARY OF LEASE TERMS:

Name of Apartment Community: The Wynwood Apartments (the "Community") Date: 10/10/2020
Address of Apartment (Unit): 3461 SW 2nd Ave, Gainesville, FL 32607 Unit: to be determined
Floor Plan Type: 2 Bedroom x 2 Bath-B Unit Status: Elite Furniture Status: Unfurnished Lease Status: New Maximum Occupants: 2
Resident Name(s):
1 This is a Sample Lease 2 Terms are Subject to Change 3
Landlord: Gator Apartment Investor LLC ("us", "we" or "our")
Management: L3 Campus, LLC ("Management")
Management Office Address: 3461 SW 2nd Ave, Attn: Leasing Office Gainesville, FL 32607
Lease Term: Lease Start Date: August 20th, 2021 Lease End Date: July 31st, 2022
Lease Type: This is a joint and several lease.

SUMMARY OF RENT: The Base Rent for this Lease shall be:

\$ 17,400.00 is the total rent amount due for the term above to be paid in full, without proration, demand or set off in the following installments:

Table with 3 columns of monthly rent payments: \$ 1,450.00 due on August 1st, 2020; \$ 1,450.00 due on September 1st, 2020; \$ 1,450.00 due on October 1st, 2020; \$ 1,450.00 due on November 1st, 2020; \$ 1,450.00 due on December 1st, 2020; \$ 1,450.00 due on January 1st, 2021; \$ 1,450.00 due on February 1st, 2021; \$ 1,450.00 due on March 1st, 2021; \$ 1,450.00 due on April 1st, 2021; \$ 1,450.00 due on May 1st, 2021; \$ 1,450.00 due on June 1st, 2021; \$ 1,450.00 due on July 1st, 2021.

Other charges and fee may apply. Please see Utilities & Services for additional recurring fees

Resident understands the lease start and end date and installment due dates as stated above, in the Summary of Lease Terms. Resident recognizes and agrees to promptly pay full rental installment amounts on or before the scheduled due dates. Rental payment installments are not prorated and do not deviate in any way from the schedule outlined above.

_____ Resident(s) Initials

- 1. Term. The term of this Lease ("Term") shall begin at 12:00 p.m. on the lease start date above and terminate at 11:59 a.m. on the lease end date above, unless lease dates are hereafter adjusted.
2. Premises. Landlord does hereby lease unto Resident and Resident hereby leases from Landlord a room or suite accommodation (the "Unit") in the apartment community known as The Wynwood Apartments, Gainesville, FL consisting of a unit of the floor plan type selected above at the address shown above.
3. Furnishings. Landlord is not responsible to provide any furniture, unless it is agreed on by both parties in writing in this agreement in the "Summary of Lease Terms".
4. Security Deposit. Resident shall deposit with Landlord the sum of \$600 for the faithful performance of Resident's promises and duties contained herein (the "Security Deposit") to be due at lease signing.

If Landlord uses or applies any of the Security Deposit during the Term, Resident shall immediately replenish it to its originally required amount. If Resident's address is unknown to Landlord, Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for Resident's collection for a six (6) month period beginning upon the Lease End Date and delivery of possession by Resident.



This Security Deposit shall be held without any duty to pay interest and shall be held in accordance with the laws of the state of Florida. The disclosure as required by Section 83.49(2), Florida Statutes is attached to this lease agreement as Attachment "A", Security Deposit Disclosure. Both parties hereby agree that any required notice of Landlord's intention to impose a claim for damages may be delivered via email, to the email address Resident provided on the Rental Application.

5. Rent Payments. Time of rent payment is of the essence. In the event the rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. Tender is not available as a remedy to Resident; that is, if rental payments are not paid on or before the due date, the delinquent payment of same will not cure the initial breach committed by nonpayment. Resident hereby waives any requirement of notice from Landlord to Resident that Resident is in default. If Landlord elects to accept a late payment, as of 2pm on the 5th day of the month a late fee shall be assessed to Resident of forty-five dollars (\$45). There will be an additional late fee of ten dollars (\$10) assessed daily if rent is not paid in full by 2pm. Late fees will be assessed every month that each individual Resident's account balance is above \$100 and must be included with payment. If Resident mails or delivers a payment to the office drop box outside of business hours, it must be taken into consideration by Resident that it will not be processed until the next business day and therefore a late fee may be assessed to Resident, if applicable. Resident further understands that online payments may take up to 48 hours to process, and it is the sole responsibility of Resident to initiate payment early enough to ensure it can be processed within the grace period, or a late fee will be assessed. The grace period is a courtesy, but Residents are reminded rent is still due on the 1st of every month. There will be a sixty-dollar (\$60.00) fee assessed on all insufficient fund transactions, plus all applicable late fees. The same fees apply if the payment cannot be approved due to incorrect account information, a spending limit that does not allow for such transaction, or other account issues. If Resident pays with a bank account that account must allow electronic processing. In order to be given possession of the apartment Resident must pay all balances in full, and other requirements described in this Lease Agreement must be met. Resident will bear the cost of Landlord's legal fees and expenses pertaining to non-payment and collection of rent or damage fees and understands they can be sent into collections without further notice if there is an unpaid balance at the end of the Lease Term. Landlord has the right to remind Resident of any payment due date, but it is the sole responsibility of Resident to make timely payments without any further notification from Landlord. Landlord has the right to require payments or certain types of payments to be made online via Landlord's payment portal, and to charge a nominal processing fee in accordance with company policy. Landlord is not required to accept payments at the office located on the premises of The Wynwood Apartments. If at Landlord's discretion, a check, money order, cashier's check, or credit card is accepted at the office as payment, Landlord reserves the right to charge a nominal processing fee in accordance with company policy. Landlord will not accept cash under any circumstances. Landlord has the right to apply payments to charges due based on Landlord's internal payment prioritization method, meaning regardless of Resident's intent payments will be posted first to late fees, damage charges, and so on, with the balance applied against base rent only after such charges have been paid. Resident understands that full installment payments in agreed amount and timing must be tendered on stated due date. Landlord is not required to accept partial rental installments or payments less than the amount due. Resident may prepay for future rental installment payments due. If Resident overpays their balance Landlord is not responsible to refund such overpayment. If Landlord can refund such overpayment at Resident's request, a processing fee may be charged. Resident and guarantor(s) hereby opt in to receive texts, electronic mail reminders, alerts and offers at contact info provided and waive the right to hold Landlord liable for spam as defined in the CAN-SPAM Act.

6. 'Utilities & Services: Utilities and services supplied to the Premises shall be paid as follows:

| | Paid By: | Usage Cap* |
|-----------------------------------|-----------------|-------------------|
| Electric | Resident | N/A |
| Gas | Resident | N/A |
| Water & Sewer | Landlord | \$20/occupant |
| Internet | Resident | N/A |
| Telephone | Resident | N/A |
| Mail Delivery and Mail Forwarding | Resident | N/A |
| Lawn Maintenance | Landlord | N/A |
| Pest Control per Florida Statute | Landlord | N/A |
| Trash Pickup | Landlord | N/A |

I have read and understand Utilities and Services section of this Lease.

Resident(S) Initials:

***Usage Cap:** This is a monthly conservation cap. Usage cap is only applicable if water and sewer is paid by Landlord. If water and sewer is paid by resident, no cap applies. In addition to Rent, Resident shall pay to Landlord such amounts in excess of the Usage Cap stated above, within five (5) days of receipt from the Landlord of the amount of such amounts billed by the utility company in excess of the Usage Cap. In the absence of individual meters Landlord has the right to calculate usage based on square footage or number of occupants.

- a) One Time Administration Fee: In connection with the administration and processing of the lease, the administration of common area utilities, and other services provided to Resident by Landlord during the term of this Lease, Resident will be required to, and agrees to pay an Administration Fee of **\$125.00 per occupant**, due with first rental installment outlined in the Summary of Lease Terms section of this Lease Agreement. This fee applies to the term of this lease only, and Resident may be charged additional fees for future leases. These fees are non-refundable and cannot be prorated.
- b) Landlord shall be reasonably diligent in Landlord's effort to restore and maintain any utility service to the Premises which is interrupted. Resident shall be solely responsible for acquiring and maintaining, at Resident's sole cost and expense, any and all utilities, other than those specifically set forth in this section as Landlord's responsibility. As applicable in this section, any utility or service for which payment is solely the responsibility of Resident must be placed/changed into legal name of Resident immediately upon the Lease Start Date, without any further notice from Landlord.
- c) If Resident fails to place appropriate utilities and services into Resident's legal name at any time during this lease, Landlord is not required, but reserves the right, to pay outstanding utility and service bills of Resident and bill the amount back to the Resident. If this is the case, Resident waives Resident's right to receive a copy of such bill and acknowledges Resident will be charged an additional \$50.00 processing fee for each occurrence, per utility type. This fee is used to compensate Owner for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Owner for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Resident and Owner agree that the charge described above is a reasonable estimate of the costs incurred. These bills will be due within five (5) days of being posted to Resident's account or Resident will be subject to the same late fees which are described in section five (5) of this Lease Agreement. If this takes place in a month of partial residency, Resident acknowledges that Landlord will use an even daily proration method to determine Resident's responsibility and may base the final invoice amount on a previous period if there is not reasonable administrative time to allow for receipt of the final invoice.



- d) Landlord shall have the right to temporarily suspend any utility or other service to the Premises and/or Unit in order to do maintenance and/or repair and/or protect the Facility, Premises, Unit or Resident from risk of harm or loss.
 - e) Neither Landlord nor its agent (regardless of the negligence of Landlord or its agent) shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the Facility. Neither Landlord nor Agent (regardless of the negligence of Landlord or Agent) shall be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises or Facility. In no event shall Landlord or its agent (regardless of the negligence of Landlord or its agent) be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Resident hereby expressly waives all claims for such injury, loss, or damage.
 - f) Resident will be responsible for any utility expenses in, and not specifically laid out in, this section as Landlord's responsibility for the full term of the Lease, from the Lease Start Date to the Lease End Date regardless of whether Resident physically occupies the Premises. Resident agrees to pay for all charges billed in accordance with this agreement before the Lease End Date.
 - g) Resident is responsible for paying all charges billed to Resident under this Lease. The failure to make the utility payment is material and substantial breach of the Lease and shall entitle Landlord to exercise all remedies available under the Lease.
 - h) Resident is responsible to leave heat at an adequate level at all times so that pipes are properly heated and do not freeze, and no organic growth occurs, even when they are not in the Unit. If Resident fails to do so Resident will be fully responsible for all damages.
 - i) Resident agrees not to terminate, cut off, interfere with, or disconnect any utility sub metering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Landlord to immediately exercise all remedies available.
 - j) If Landlord decides to enter into a bulk cable and internet agreement with a local provider Landlord has the right to require Resident to buy cable and internet package from Landlord, at a fair going rate. If this is the case, Landlord may notify Resident of this via email and explain rate and terms.
7. **Use and Conduct.** Resident may use and occupy the Premises for residential student housing purposes only. Resident may not conduct any commercial enterprise in the Premises. Resident shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Resident may not have any handgun; firearm; weapon of any type; explosive, flammable or hazardous substance; or anything else of a dangerous nature in the Premises. Resident may not allow the misuse of alcoholic beverages in violation of State law or THE WYNWOOD APARTMENTS rules and regulation, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known illegal drugs and/or chemicals in the Premises by Resident or Resident's guests.
8. **Rules and Regulations.** Resident, his guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt.
9. **Rental Application.** In the event the Resident has submitted a Rental Application in connection with this Lease, Resident acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Resident warrants to Landlord that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Resident any damages, including reasonable attorney's fees, resulting there from. Resident acknowledges that Landlord will screen Resident and Resident's guarantor in accordance with company policies and rental criteria.
10. **Placement.** Resident is renting a unit of a floor plan type within the apartment community of The Wynwood Apartments. Resident may submit a preference, but this is not binding and Landlord has the right to place or relocate Resident in another similar unit or floor plan in the same apartment community if Landlord deems it necessary. If resident requests a transfer Landlord is not obligated but has the option to approve it pending availability. If approved, Resident will be responsible for a \$350 transfer fee.
11. **Resident's Obligations.** In addition to the other obligations of the Resident under this Lease, during the term of this Lease, Resident shall:
- a) Use the Premises for residential use only and in a manner so as not to disturb Resident's neighbors;
 - b) Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - c) Keep the Premises, including, but not limited to, the apartment, all plumbing fixtures, facilities and appliances, and yards used by Resident in connection with the Premises in a clean, safe, sanitary and presentable condition;
 - d) Comply with any and all obligations imposed upon Resident by applicable building and housing codes;
 - e) Dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse; and remove all trash, waste, and debris from the premises a minimum of once per week;
 - f) Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises. Resident is liable to Landlord for any damages caused by Resident's failure to comply with this requirement;
 - g) Be reasonable for all damage, disturbance, and negligence caused by their guests to the premises.
 - h) Be responsible for cost of repairs to any clogged drains or toilets during their tenancy, caused by anything Resident has intentionally or unintentionally put down the drain or into the toilet.
 - i) Be responsible for and liable to Landlord, and not deliberately create, damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage is caused by ordinary wear and tear, acts of the Landlord, or of third parties not invitees of the Resident, and natural forces.
12. **Permitted Occupants.** Only the Resident/s listed on the Lease are allowed to occupy the Premises. If the city and building codes allow additional occupants, and Residents wish to have an additional occupant move in the Premises, the new Resident must be approved by Landlord and added to the lease agreement. Additional Residents must meet rental criteria, and Landlord may approve or decline this request. If approved Landlord has the right to increase rental installment charges, hereafter referred to as "Roommate Rent". If Landlord finds an unauthorized occupant living in the apartment in the course of normal maintenance, inspections, etc. Landlord may charge a fine and the additional rent back to the beginning of the lease term. The Resident shall not allow or permit the Community, including any clubhouse, parking area, fitness center and other common areas, to be occupied or used by any person other than the Resident and the other persons to whom the shared living area has been assigned by Landlord.
13. **Maintenance and Repairs.** Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (i) such repairs necessitated by Resident's intentional or negligent misuse of the Premises which shall be the responsibility of Resident; and (ii) the replacement, as needed, of batteries in the smoke detectors and CO detectors, and all interior and exterior light bulbs in the Premises which shall be the responsibility of Resident. (iii) the replacement of the air-conditioning filter, which Resident is responsible to change at least once per month. If repairs are necessary due to Resident's neglect or misuse Landlord



has the right to make repairs without Resident's approval and bill these repairs to Residents. Once Landlord is aware of needed repairs, they have the right to make such repairs as soon as they see fit without further notice to Resident, and Landlord does not have any obligation to allow Resident to make such repairs. Resident shall promptly inform Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. If Resident fails to notify Landlord of any issues and this leads to additional damage, Resident will be responsible for the cost of the repairs of any additional damage. Resident shall keep the Premises and the items furnished by Landlord in good and clean condition. Resident shall promptly reimburse Landlord within thirty (30) days for all costs for necessary repairs or replacements necessitated by Resident's intentional or negligent misuse of the Premises or any items furnished by Landlord, otherwise Resident will be subject to the same late fees described in section 6. Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Resident, its agents and guests, due to outstanding repairs. Landlord's sole obligation is to be reasonably diligent in Landlord's effort to execute necessary maintenance repairs. If Landlord uses a third party to make repairs, Landlord is not obligated to provide receipts, and may increase charges to account for Landlord's time spent on the matter. Landlord has the right to preform regular inspections and make repairs during the term of the lease, and charge Resident for such repairs in as timely manner. Without providing concession, Landlord has the right to make improvements to the Unit during the term of the lease, while the Unit is occupied, and will make every effort to minimize disturbance to Resident.

14. **Acceptance of Premises.** Resident acknowledges that Resident has inspected the Premises and Resident agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. If this is a new lease, Resident also acknowledges that he/she will have the opportunity to submit a condition form to Landlord within 48 hours of move in, to document the state of the Unit at that time. If a new person is joining a renewal lease they understand that Landlord will not "turnover" the Unit, they are accepting the Unit in as is condition, and will be responsible for any damages upon inspection or move out.
15. **Right of Entry.** Subject to applicable state law, Landlord can enter the Premises (a) by passkey or otherwise at all reasonable or necessary times, for inspection, maintenance, housekeeping, leasing, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection, and to show the Premises to prospective residents, lender, or purchasers; (b) at any time in an emergency, without liability to Resident; (c) if Resident defaults under this Lease and abandons the Premises, and (d) if any Resident submits a service request they allow entry the apartment to complete the repairs without further notice. It is the responsibility of the Resident who put in the service request to notify other roommates.
16. **Pets.** No pets shall be allowed to be kept in or about the Premises unless Landlord, and Landlord's sole option, has approved a pet via a separate pet agreement. If a pet is approved Resident must register pet with the leasing office, provide the requested documentation, and complete all required paperwork. Resident must also pay related pet fees, deposit(s) and rent before pet is kept in or about the Premises/Unit. If pet is approved Resident hereby agrees to pay the fees without proration for the entire term of the lease and understands that any damage caused by the pet will be payable to Landlord from Resident, in addition to any fees. Pet must be current on all appropriate vaccinations, shots and registration, and owner must pick up after the pet's waste promptly or pay fees. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Nothing in this Lease shall be construed to prohibit seeing-eye dogs for the visually impaired. Unauthorized and/or unregistered pets are not allowed on the property and must be removed immediately. Landlord may remove any unauthorized pet with one day's written notice of intent to remove the pet. Landlord may turn the pet over to a humane society or local authority. If Landlord notices a pet that appears to be neglected or kept in poor conditions, they may report this to authorities.
17. **Alterations.** The Resident shall not make any alterations, additions or improvements in or to the Premises or paint or decorate Premises without the Landlord's consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Resident's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created. Landlord may charge Resident for all costs related to returning the apartment to its original condition.
18. **No Assignment or Sublease.** Resident shall not sublease the Premises nor assign this Lease nor allow anyone to occupy the Premises, unless specifically approved by Landlord in writing.
19. **Re-lease.** Landlord has a no lease termination policy. Upon signing the lease agreement Resident is legally obligated to all terms and conditions within. Although unfortunate, school enrollment changes or other life changes do not release Resident from financial responsibility of this agreement. In order to be released from the financial responsibilities outlined in this agreement, Resident may re-lease the Unit to another qualified individual, pending satisfaction of Rental Criteria and approval of Landlord. In order to do so, Resident must follow the exact order of steps to re-lease outlined in steps 1 through 6 below:
 1. Resident is required to notify Landlord in writing that Resident intends to re-lease the Unit, pay the associated re-lease fee and execute an Agreement. Landlord will not counter sign this agreement until all other steps below have been completed.
 2. Resident is solely responsible for finding a qualified applicant (a "New Resident") to take over the remaining term and payments of the lease agreement.
 3. Upon finding an applicant to re-lease the Unit, notify Landlord in writing of their full name and intent. All lease signers must also notify Landlord via email that they accept this intended New Resident.
 4. Coordinate with the New Resident and Landlord to facilitate the New Resident submitting an application, and other documents needed to meet the The Wynwood Apartment application requirements.
 5. Upon application approval, this individual must sign a lease agreement containing the same terms as existing lease agreement (concessions will be forfeited) and make all required payments of fees and deposits.
 6. When the New Resident signs the lease, passes screening, pays all monies due, and takes possession of the apartment the Termination Agreement may be counter signed by Landlord.

Re-lease Fees: \$200 per bedroom. Application and administration fees are non-refundable and cannot be prorated, regardless of timing of re-leasing. New Resident will still be responsible for application fees, administration fees, and any other fees that apply to applicants. If Landlord must "turnover" the Unit Terminating Resident is still responsible for all costs related to cleaning and repairs. Security deposit will be forfeited and terminating Resident will be responsible for any lost rents, including a reasonable period needed to turn over the Unit. Landlord can only turnover the unit if every Resident is Re-leasing and the Unit will be vacant. If Landlord does not turnover the unit there will not be an inspection and New Resident is taking the Unit in as-is condition, hence is responsible for all damages upon move out. If Resident gives up possession prior to the lease end date and is not paying rent, and Landlord may release the unit and the same fees will be charged.

20. **Renewal.** If, prior to the expiration of Term, Resident executes a binding lease with Landlord for the next succeeding designated term (a "Renewal Lease"), the terms of this Lease shall continue in full force and effect until the beginning of the term provided in the Renewal Lease (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of additional rent which may be or become due and owing hereunder prior to the commencement of the New



Term. Resident must also pay any damage and/or cleaning fees posted to their account within thirty (30) days, be it due to normal events or a Renewal or Transfer inspection. Landlord has the right to set a renewal deadline, by which time Resident must execute Renewal Lease. If Resident does not sign a "Renewal Lease" by this deadline Landlord has the right to lease the Premises to another party. Landlord also has the right to deny Resident's ability to sign a Renewal Lease, based on poor payment, behavior, nuisance history, or other business reasons. If Resident signs a Renewal lease, then decides at a later date they do not wish to stay in the Renewal Lease they must go through the Re-lease steps outlined above in the "Re-lease" section and will be charged the applicable fees.

- 21. Default/Landlord's Remedies.** Subject to Florida law, in the event Resident shall fail to perform any duty or condition of this Lease within three (3) days of having received notice from Landlord to do so (except no notice shall be required for failure to pay rent by the due date thereof), then Landlord, in addition to all other rights and remedies provided by law, shall have the right, without further notice and with or without legal process, immediately to terminate this Lease and reenter the Premises or to reenter and re-lease the Premises without terminating this Lease. In the event Landlord either terminates this Lease or reenters and re-leases without terminating, Landlord shall be entitled to collect any damages resulting from Resident's default, including, but not limited to, any costs of re-renting the Premises, the difference, if any, between the actual rental at which the Premises are re-leased and the rental provided for herein for the balance of the term, and a reasonable attorneys' fee. Upon any reentry pursuant to this paragraph, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises and store such property at Resident's expense for thirty (30) days. If Resident does not claim such belongings within thirty days, they can be disposed of. If Landlord re-leases the premises, in no event will Landlord be obligated to pay Resident any excess credit amounts.

As required by Section 83.57(5), Florida Statutes:

By signing this rental agreement, the Resident agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining Resident, 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.

- 22. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Resident shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert Landlord's rights.
- 23. Eminent Domain and Casualties.** Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.
- 24. Check-in and Check-out procedures.** Immediately preceding the Resident's taking possession of the Unit, Resident may conduct an inspection of the Unit and shall note on condition form any defects or damages, and any other conditions observed, and return such form to Landlord within 48 hours. Landlord and Resident shall sign the report as conclusive evidence of existing defects, damages, or conditions. Upon Resident's surrendering possession of the Unit at the termination of the Lease, Landlord shall note on Landlord's copy of the report the condition of the Unit, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Resident's occupancy and use of the Unit. If Resident fails to return the condition form within 48 hours of move in or fails to specifically dissent in writing to any damage or defect, the Resident waives the right to dispute any assessment of damages to the Unit. This inspection and condition form applies only to new leases, not renewal leases. If a new Resident joins a renewal lease, or a new Resident re-leases and the Unit is being accepted by New Resident in as is condition, no inspection will be performed. If Resident neglects to schedule a move in or a move out appointment with Landlord the Unit may not be ready for Resident on lease start date, as Landlord must schedule turnover of the apartment. Regardless of arrangements with future Residents, Resident may not leave any furniture or personal belongings in the Unit for future Residents, and if Resident does so they may be disposed of by Landlord and Resident will be charged accordingly, unless specifically approved in writing by Landlord in advance.
- 25. Resident's Insurance.** Landlord requires that Resident carries a renter's insurance policy for the entire term of the lease. Resident agrees to release and indemnify Landlord and its agents from and against liability for injury to the person of Resident or to any members of his household, licensees, and invitees resulting from any cause whatsoever. Tenant understands that the insurance coverage purchased by Landlord is not intended to protect tenant against any loss or damage, including but not limited to: burglary, vandalism, fire, smoke or flood. Landlord is not responsible for loss or damage resulting from tenant negligence. Additionally, Landlord is not responsible for any damage to the property caused by tenant and/or all associated guests including but not limited to roommates, family members or guests, whether caused willfully, accidentally or through negligence. The policy must meet Landlord's minimum requirements. Failure to comply with this requirement is a material violation of the Lease Agreement. Resident will provide proof of such insurance to Landlord prior to tenancy and will not be given possession to the Premises until this requirement has been met.

Landlord's Minimum Renter's Insurance Requirements:

- a) Coverage of at least \$100,000 in personal liability (bodily injury and property damage) for each occurrence
 - b) The Address and Unit listed above must be listed as the location of resident insured
 - c) Landlord is listed as a certificate holder
 - d) Coverage of all furniture, television(s) and other items leased or provided by The Wynwood Apartments against theft or damage
 - d) All roommates must be listed on the policy
- 26. Resident's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Resident and whether for breach or otherwise, Resident shall: (1) schedule a move out appointment in advance per Landlord's request; (2) pay all utility bills due for services to the Premises for which Resident is responsible and have all such utility services taken out of Resident's name as of the Lease End Date; (3) vacate the Premises removing all personal property located in or about the Premises of whatever nature; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, to the same condition as when this Lease was executed, ordinary wear and tear excepted; (5) fasten and lock all doors and windows; (6) return to Landlord the keys to the Premises; (7) turn off lights and anything else with an on/off switch; and (8) notify Landlord of the address to which the balance of the Security Deposit may be returned. If Resident neglects to remove all personal property Landlord may determine at Landlord's sole discretion what is garbage and dispose of it, then remove all remaining personal property immediately and store such property at Resident's expense for thirty (30) days. If Resident does not claim such belongings within thirty days, they can be disposed of.
- 27. Holding Over.** If Resident fails to surrender the Unit by the end of the Term the Landlord may recover possession of the dwelling unit as provided by law and the Landlord may recover and bill costs to holdover Resident, including a daily Holdover Fee equal to ten (10) times their daily prorated rental installment for the period during which the Resident refuses to surrender possession. After termination or expiration of this Lease, this Lease shall not be deemed to have been renewed or extended and Resident shall be deemed to be a Resident at sufferance. Landlord will have the right to commence eviction proceedings.



- 28. Notice.** All notices required under this Lease shall be in writing and shall be deemed properly served if sent by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing:
- TO LANDLORD: THE WYNWOOD APARTMENTS 3461 SW 2nd Ave, Attn: Leasing Office, Gainesville, FL 32607
TO RESIDENT: Permanent address as provided on your application and leaving a copy at the apartment unit address as assigned.
- Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Notices shall be deemed served upon posting. Any notice given herein by personal delivery shall be deemed delivered when received.
- 29. Law Applicable.** This lease is entered into in the State of Florida and shall be construed under the laws, statutes and ordinances of such jurisdiction.
- 30. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.
- 31. Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.
- 32. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Resident and by their respective successors and assigns. All negotiations and agreements of Landlord and Resident are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Resident.
- 33. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Resident that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Resident is not in default hereunder, Resident's quiet and peaceable enjoyment of the Premises shall not be disturbed by Landlord.
- 34. Construction of Lease.** Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.
- 35. Amendment of Laws.** In the event that, subsequent to the execution of this Agreement, any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at Landlord's option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- 36. Damage or Destruction of Premises.** If, in the opinion of the Landlord, the Premises or Property should become un-tenantable during the term hereof because of damage or destruction by fire or other occurrence, Landlord shall have the right to opt to terminate this lease, or to opt to relocate Resident to another similar apartment within the Property. In the event of such damage or destruction to the Premises or Property without the fault of Resident, his agents or invitees, Resident's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Resident with another similar unit within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Resident or Resident's invitees, then Resident and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.
- 37. Security.** Landlord does not promise, warrant, or guarantee the safety or security of Lessee or Lessee's personal property against the criminal actions of other residents or third parties. The Lessee agrees to look solely to the public police for security protection. In the event there are video cameras, a courtesy officer, or patrol on the property, it is to safeguard the Landlord's property and for no other purpose.
- 38. Guarantor.** Landlord has the right to require a guarantor to this Lease, for each individual Lease Signer. If required and Resident fails to provide a qualified guarantor meeting benchmarks outlined in our rental criteria within fifteen (15) days of signing the lease agreement, Resident is responsible for prompt, immediate payment of a "waiver of guarantor fee" of \$750.00, as described in Landlord's rental criteria form, without further notice from Landlord. Landlord has the right to post waiver of guarantor fee without further notice, and if Resident fails to produce a qualified guarantor and does not pay applicable qualifying fees this does not terminate the Lease. When a guarantor executes the guarantor agreement, guarantor agrees to guaranty the current Lease and any Renewal Leases. Guarantor will have access to information regarding the apartment, payment status, and may be copied on any communications with Residents. However, Landlord is not responsible to notify Guarantor of all communications, and Resident must communicate to their Guarantor as needed.
- 39. Parking.** Resident understands that Resident must follow all parking rules of the community. Parking is available on a first-come-first serve basis and it is Resident's sole responsibility to obtain a parking permit from Landlord. In order to do so, agreement and applicable fees will be required. Resident understands it is the sole responsibility of Resident to obtain a parking agreement and permit from Landlord, without further notice. Parking agreements do not automatically renew with Resident's lease. Permits will only be available during business hours and if Resident arrives outside of business hours it is Resident's responsibility to make arrangements in advance, or park elsewhere. Resident understands that if he/she or Resident's guests do not follow all parking rules, posted or not posted, does not have a permit, or parks anywhere other than a designated parking space, vehicle is subject to being towed at the vehicle owner's expense. Parking is done at the Resident's own risk, and Resident hereby indemnifies Landlord from any possible liability. Parking permits can be revoked by Landlord at any time, without cause. Landlord is not required to give Resident any further notice, obeying parking signage and obtaining a permit before using parking lot is solely the responsibility of Resident.
- 40. Abandonment of Property.** Subject to applicable state law, any property of the Lessee remaining on the Premises, in any general storage space, or otherwise in or about the Premises after the termination hereof shall be deemed to be abandoned by the Lessee, and Landlord may remove and dispose of such property without any liability to Landlord therefore, and said property so abandoned shall be and become the property of the Landlord.
- 41. Renovations.** At Landlord's sole discretion, Landlord has the right to make renovations to the Unit during the term of this lease. This will include (but is not limited to): new cabinets, counters, flooring, appliances, lighting, and hardware. Resident understands that if these renovations are executed during their tenancy there will be some disturbances and there may be brief periods that kitchen and bathroom are not in working order. If this is the case Landlord will work to minimize these periods, and Resident agrees to clean out personal belongings and cooperate in preparing the Unit in advance. Landlord may perform this work while the unit is occupied but will make every effort to minimize disturbance to Resident. Landlord will not provide a concession during this period.
- 42. Miscellaneous.** This Lease and any attached addenda constitute the entire Lease between the parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in



the obligation under this Lease. Any addendum or exhibits attached to this Lease are hereby incorporated by reference as a part of this Lease. If Resident plans to vacate the property for more than seven days (7) Resident must notify Landlord. In the event, for any reason, that the said property is sold or there is a change in the property managing entity as assigned by the owner, this Lease may be assigned to the new property owner or management entity. Resident agrees to allow Landlord permission to use, alter and publish photographs, reproductions, video, audio or likeness of residents and the Unit for use in media referencing the Landlord for the purpose of advertising the Community and hereby consents to such use. Landlord may not process payments immediately, and it is the responsibility of Residents to ensure funds are available when processed.

43. Pest Infestation. Whether or not Resident experience a pest infestation in the Premises depends largely on Resident maintaining the Premises in a neat, clean and sanitary condition, and immediately informing Landlord of any indication or sign of pests. In the event Resident observes a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, Resident must promptly notify Landlord of that fact. Resident understands that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. Resident agrees to properly dispose of refuse, to refrain from using and/or storing second-hand items and to always maintain the Unit in a clean and sanitary condition, to reduce the risks of certain types of pest infestation. As part of Resident's compliance with this general obligation, Resident agrees as follows:

a) Timely notice and cooperation are critically important to eliminating a pest infestation, and Resident agrees to immediately report to Landlord orally and in writing any pest infestation Resident discovers, identifying the location of such infestation within the Unit or Apartment Community.

b) Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and Resident agrees to keep the Unit, including without limitation the closets, in a clean and orderly state at all times.

c) Used articles of clothing, mattresses, linens and bedding Items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and Resident agrees not to use or store secondhand items in the Apartment without first having a licensed exterminator certify that such items are pest free.

d) Vinyl mattress covers may in certain situations be helpful to combating or preventing pest infestations, and Resident agrees to continuously use a vinyl mattress cover on all mattresses in the Unit, if Landlord asks Resident to do so.

e) Immediate and continuous access may be required to address a pest infestation, and Resident agrees to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.

f) Remediation methods will be determined by Landlord, in Landlord's sole discretion, and you authorize Landlord to dispose of infested furniture and clothing articles, unless Resident immediately removes such items from the Community, without reimbursement to Resident, and Resident waives any right Resident might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.

g) Relocation may be required during a period of pest infestation and remediation of the Unit or of another apartment within the Community. Landlord may choose to relocate Resident to another apartment, to another comparable facility, or to temporary reasonable housing.

h) Payment of rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not Resident continually occupies the Unit, Resident cannot stop payment of or reduce Rent.

Landlord will not be responsible for any injuries or damages to Resident or any other person that results from a pest infestation and Resident agrees for Resident and all other parties to release and indemnify Landlord in accordance with Section 35 of this Lease. Resident understands and acknowledges that Resident is responsible for all remediation cost or expense resulting from Resident's failure to comply with any of these guidelines. Furthermore, if a licensed professional determines that any infestation was introduced by Residents, guests of Residents', or otherwise caused by act or neglect of Resident's Landlord can bill Resident in full of extermination.

44. Mold and Mildew Information and Prevention: Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and aged structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a residence, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes may significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken. Resident understands that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and occupants resulting from Resident's failure to comply with the terms of this paragraph.

In order to minimize the potential for mold growth in your apartment, you must do the following:

- a) Keep your apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- b) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces, as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels and bath mats so they will completely dry out.
- c) Promptly notify the Landlord, about any air conditioning or heating system problems. Also, it is recommended that the Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of the apartment dry out.
- d) Promptly notify the landlord about any signs of water leaks, water infiltration of organic growth. In accordance with state law and the Lease Contract the Landlord will repair or remedy the situation, as necessary.
- e) Keep the thermostat set on the "AUTO" setting (not "FAN") to automatically circulate air in the event temperatures rise to or above 78 degrees. Relative humidity levels should always be maintained under 50% in order to prevent conditions conducive to the growth of mold and mildew. Do not block ventilation at any time. Do not run fan for an extended period with the AC off as this could bring humidity into the apartment



- f) To avoid mold growth, it is important to prevent excessive moisture buildup in the apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on the apartment's surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as: rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines; leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking; leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and insufficient drying of carpets, carpet pads, shower walls and bathroom floors
- g) If small areas of mold have already occurred on nonporous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
- h) Do not clean with or apply biocides to: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify the Landlord so they can take appropriate action.

45. COVID-19: Notwithstanding any provisions in the Lease to the contrary, Landlord and Resident hereby agree as follows:

a. Assumption of Risk, Waiver of Liability and Indemnification:

- i. The novel coronavirus commonly referred to as "COVID-19" has been declared a worldwide pandemic by the World Health Organization and is highly contagious and is believed to spread primarily through person-to-person contact and airborne contaminants. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and limiting the congregation of groups of people in order to minimize the spread of coronaviruses. Landlord has put in place preventative measures to reduce the spread of coronaviruses; however, the Landlord cannot guarantee that you and occupants and guests of your unit will not become infected with a coronavirus when on Landlord's property. Further, occupying your unit and use of the Landlord's property could increase your risk, and that of occupants and guests of your unit, of contracting a coronavirus.
 - ii. You acknowledge the contagious nature of coronaviruses and voluntarily assume the risk that you and guests may be exposed to or infected by a coronavirus by occupying the unit and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by a coronavirus at this property may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Landlord, Manager, agents, representatives and other tenants.
 - iii. Resident voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, occupants and guests to your unit, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you, occupants or guests to your unit may experience or incur in connection with your lease of the unit and use ("Claims"). You hereby release, covenant not to sue, discharge, and hold harmless the Landlord, Manager, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Landlord, Manager, agents, and representatives, whether a coronavirus infection occurs before, during, or after the term of your lease, occupancy of your unit and use of Landlord's property.
- b. **Condition to Lease:** Landlord is requiring Resident to agree to these terms this as a condition to Landlord entering into the Lease and/or providing to Resident access to certain common areas and amenities at the Property. Nothing in this section shall limit the right or obligation of Landlord under the Lease or otherwise, and Landlord shall have the right in its sole discretion, to limit or restrict access to certain portions of the Property for public safety and health reasons.
- c. **Partial Invalidity; Applicable Law:** In the event of any conflict between the terms and provisions of this section and the other terms and provisions of the Lease or any other Addenda attached thereto, the terms and provisions of this section shall supersede and control. and that if any provision hereof is found to be unenforceable, the remainder of this agreement shall be enforced to the fullest extent permitted by applicable law. This section of the Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located.

46. Florida law and Service Members. Notwithstanding the foregoing, the terms and conditions of this lease is subject Florida law, including but not limited to the provisions of Sections 83.682 (Termination of rental agreement by a service member) and 83.683 (Rental application by a service member), Florida Statutes.

47. Addenda: The following addenda are attached to this Lease and incorporated herein by reference:

A) Security Deposit Disclosure B) Rules and Regulations C) Rental Criteria D) Guaranty of Lease

48. Terms. The terms Landlord, Lessor, and Owner as used herein shall each mean "Landlord" as defined herein. The terms Resident and Lessee as used herein shall each mean "Resident" as defined herein. The terms Unit and Apartment as used herein shall each mean "Unit" as defined herein.

*** Signature Page to Follow***



