

## TENANT LEASE AGREEMENT

This TENANT LEASE AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 201\_, between AMC East Communities, LLC ("Owner"), and \_\_\_\_\_, ("Resident"):

Resident acknowledges that the Property Manager is the managing agent for Owner and has full authority to execute this Agreement and take all actions on behalf of Owner in the course of operating and managing the Premises (as such term is defined in Paragraph 1, Term of Occupancy, below) and in enforcing the terms and conditions of this Agreement.

1. **TERM OF OCCUPANCY:** Owner grants occupancy to Resident and only those persons authorized by this Agreement, for a term of twelve (12) months (the "Initial Term"), the premises known as \_\_\_\_\_ Tampa, Fl. 33621 (the "Premises"), located on MacDill Air Force Base (the "Installation"), for use as a residential dwelling only under the terms of this Agreement and, in accordance with Paragraph 12 below, the Resident Guidelines & Community Handbook, as the same may be modified or changed from time to time, (the "Handbook") a copy of which is attached hereto and incorporated herein. The Initial Term shall commence on the later of (i) the execution of this Agreement by both Owner and Resident, or (ii) \_\_\_/\_\_\_/\_\_\_ (the "Effective Date") and end on \_\_\_/\_\_\_/\_\_\_\_. After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis until terminated by either Resident giving thirty (30) days prior written notice to Owner or Owner giving thirty (30) days prior written notice to Resident. Resident may terminate this Agreement at any time, in accordance with the procedures set forth in Paragraph 8 below, without the payment of any penalty or liquidated damages except for the the payment of any damages to the Premises in accordance with Paragraph 21 below, if the Resident:

- (i) Retires;
- (ii) Is discharged or released from active duty;
- (iii) Has received permanent change of station ("PCS") orders, defined as a transfer beyond a twenty-five (25) mile radius of MacDill AFB or temporary duty orders for a period in excess of three (3) months;
- (iv) Has received orders assigning the Resident to government-provided quarters, resulting in the Resident's forfeiture of BAH; or
- (v) Dies or is declared missing-in-action. (The Spouse, next of kin, personal representative or executor of Resident's estate may exercise this right of early termination, or the Spouse may elect to extend the term of this Agreement, at the same rent, for a maximum period of twelve (12) months from the month of the Resident's death.)

Notwithstanding the foregoing, if Resident becomes ineligible or unqualified to reside in military family housing on the Installation under applicable Air Force or Installation rules or regulations, this Agreement may be terminated by Owner upon thirty (30) days prior written notice to Resident. Resident agrees and acknowledges that Resident's right to occupy the Premises is expressly conditioned upon his/her continued active duty military service and assignment or attachment for duty at MacDill AFB or another military installation within a twenty five (25) mile radius of MacDill AFB.

2. **DEBARMENT FROM INSTALLATION:** If the Resident or the Resident's spouse or family member is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids the Resident's eligibility to reside in military family housing on the Installation, Resident shall vacate the Premises no later than thirty (30) days from the date of the debarment. It shall then be lawful for Owner to enter into said Premises, and again have, repossess, and enjoy the same as if this Agreement had not been made, and thereupon this Agreement and everything contained therein shall cease and be void. However, Owner shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in eviction, after any default by the Resident, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, said Owner may relet the Premises for the remainder of said term and recover from the Resident any deficiency between the amount so obtained and the rent herein required to be paid.
3. **RENT:** The monthly rental rate shall equal the Basic Allowance for Housing ("BAH") (at the with dependents rate) for the senior service member resident at the Premises; provided, however, that (i) if Resident is not assigned to the Installation and if Resident's BAH is lower than the BAH that would be provided to a service member of Resident's equivalent rank assigned to the Installation, the monthly rental rate hereunder shall equal the higher BAH as calculated for a service member of Resident's equivalent rank assigned to MacDill AFB, and (ii) if the Resident is assigned to a Special Command, Command or Key and Essential position, as such positions are determined from time to time by the Installation Commander, is required by the Installation Commander to live on the Installation, and is either single or unaccompanied, then the monthly rental hereunder shall equal the Resident's BAH at the without dependent rate. Resident certifies to Owner that he or she is the senior service member resident at the Premises and Resident agrees that, if any other resident of the Premises becomes the senior service member residing at the Premises, he or she will cause such senior service member to sign this Agreement (or its equivalent in use at such time) and become the "Resident" under this Agreement. The monthly rental rate will be increased/decreased when increases/decreases of the Resident's BAH occur, and Resident shall notify Owner of any increases or decreases in the Resident's BAH other than general increases or decreases affecting all members of the applicable service branch. Payments of monthly rent will be made to Owner through an allotment/deduction from Resident's pay account. Payment is due on the first day of the month for the current month's rent; provided, however, that Residents living in military family housing on the Installation on the effective date of the transfer by the Air Force to the Owner of the Installation's military family housing inventory will make payments of their monthly rent in arrears. Notwithstanding the foregoing, if Resident does not qualify for BAH at the "with dependents" rate for any reason, Resident may be personally responsible to pay to Owner as additional rent due and payable hereunder on the first day of each month, an amount equal to the difference between the amount of Resident's actual BAH and the amount of BAH Resident would have received if he/she qualified for the "with dependents" BAH (the "Additional Rental Payment"; provided, however, no Additional Rental Payment shall be required of single or unaccompanied Residents who are assigned to a Special Command, Command or Key and Essential position.

RESIDENT'S INITIALS & DATE

OWNER'S INITIALS & DATE

For Residents who are Army, Navy or Air Force service members, by signing this Agreement, authorization is given by Resident to Owner (or its BAH collection agent) to initiate, maintain and stop an allotment equal to the monthly rent. Residents who are Marine and Coast Guard service members will be required to sign a copy of DD Form 2558 Authorization to Start, Stop or Change an allotment in order to have their allotments started, and will be required to sign a new copy of DD Form 2558 to change their allotment each time adjustments are made to Resident's BAH by the applicable service branch due to a change in rank, number of dependents, periodic increases or other reasons. In either case, such allotment shall be made effective the first full month after the Effective Date (as set forth in Paragraph 1 above) or the first month if the Effective Date is on the first day of a month; provided, however, that (i) Resident shall pay to the Owner the first month's rent, or such pro-rated portion as may be applicable, in the amount of \$ \_\_\_ or credit card, and (ii) if there is insufficient time for the first payment by allotment to occur on the due date for the following month's rent payment, Resident shall pay to the Owner, by check money order or credit card, the following month's rent on or before the due date for such payment.

Spouses of Residents who are members of the Marines or Coast Guard must possess a Special Power of Attorney to sign this Agreement and authorize the initiation of the required BAH allotment on behalf of Resident. Resident's failure to pay rent on time or premature discontinuation of Resident's BAH allotment may result in the termination of this Agreement by Owner and, if necessary, the eviction of Resident and any other occupant(s) from the Premises.

All payments made will be applied to current balance due on the rented Premises, including rents, damages and any utility payments due for excessive consumption in accordance with Paragraph 19, Utility Charges.

4. **DEPOSITS:** No security or pet deposits are required provided that Resident maintains an allotment for the payment of monthly rent to Owner in accordance with Paragraph 3 above.
5. **PREMISES OCCUPIED BY RESIDENT PRIOR TO EFFECTIVE DATE:** Resident and Owner acknowledge that Resident may have occupied the Premises before the Effective Date under a prior arrangement with the Air Force. In such event, the Unit Inspection Form on file with the Housing Office will serve as the Move In/Move Out Checklist and will be incorporated herein as an addendum to this Agreement. If a Unit Inspection Form is not available, the Resident and Owner shall, upon the request of the Resident and within thirty (30) days of the Effective Date, complete a joint inspection of the Premises and the Owner shall prepare a Move In/Move Out Checklist setting out the results of that inspection. Resident shall be provided with a copy of the Unit Inspection Form or Move In/Move Out Checklist, whichever is applicable, and agrees to be bound by the description of the initial condition and inventory of the Premises set out therein.
6. **INSPECTION AT COMMENCEMENT OF OCCUPANCY AND INVENTORY:** Except with respect to Premises occupied by Resident prior to the Effective Date (addressed in Paragraph 5 above), Resident and Owner agree that prior to beginning occupancy of the Premises, they will conduct a joint inspection of the Premises. The Owner will prepare a Move In/Move Out Checklist setting out the results of the inspection. Duplicate copies of the Move In/Move Out Checklist shall be signed by Owner and Resident. Resident shall be provided a copy of the Move In/Move Out Checklist and agrees to be bound by the description of the initial condition and inventory of the Premises set out therein. Resident hereby agrees that, except as otherwise set forth in the Move In/Out Checklist, the Premises were rented to Resident in good order and repair, and that the Premises were in a safe, clean and habitable condition. Resident further acknowledges responsibility for maintaining the cleanliness of the Premises and that damages to the Premises that are not described on the Move In/Out Checklist as existing prior to Resident's occupancy and that exceed fair wear and tear are subject to being repaired by Owner at Resident's expense. If no inspection is conducted at the commencement of occupancy, Resident agrees to be bound by the most recent inspection of the Premises on file with Owner or the Air Force, a copy of which inspection results will be made available to Resident upon execution of this Agreement.
7. **LATE PAYMENT AND RETURNED CHECKS:** Payments for rent not received by Owner on or before the due date are late and constitute a default under this Agreement. If any installment of rent is not received by Owner within five (5) days from the due date, Resident agrees to pay an administrative charge of \$50.00. Resident also agrees to pay Owner an additional charge of \$30.00 for each check returned unpaid. Owner has the right to require that all payments that are not paid by allotment be made by credit card, money order or cashiers check and where default in payment occurs, to request that all outstanding debt, including any applicable late fees, damage fees, bank charges and past due rent be paid in full at once. Owner shall provide Resident with a written receipt for any payments made in cash. Resident shall not be in default of any provision of this Agreement by reason of failure to receive a BAH payment due to an error or delay caused by the finance and accounting service of Resident's service branch where such default is cured within thirty (30) days; provided, however, that such thirty-day cure period may be extended upon request of the applicable service branch and approval of Owner (which approval shall not be unreasonably withheld).
8. **EARLY TERMINATION:** Resident may terminate this Agreement at any time for the reasons outlined in Paragraph 1(i) through (v) above.

If Resident seeks early termination of this Agreement, Resident shall deliver to Owner a written request stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The request shall also state an effective date for the termination which shall not be less than thirty (30) days after the date of Owner's receipt of the request except when an earlier termination date is necessary to comply with military orders. The final month's rent owed by Resident shall be prorated based on the number of days in the calendar month prior to the effective date of the termination and shall be payable at such time as would have otherwise been required by the terms of this Agreement.

9. **NUMBER OF OCCUPANTS:** Resident agrees that the Premises shall be occupied only by the Resident’s immediate family as identified below (hereinafter, “Authorized Occupants”). As the Premises is located on a secure military installation under the control of the Air Force, no persons other than Resident and the Authorized Occupants listed in this Agreement are authorized to reside in the Premises without the prior written approval of Owner. Changes in the number and status of family members must be promptly reported to Owner.

	NAME	DATE OF BIRTH	SOCIAL SECURITY #
RESIDENT			
SPOUSE			
FAMILY MEMBER			
FAMILY MEMBER			
FAMILY MEMBER			
FAMILY MEMBER			
FAMILY MEMBER			
FAMILY MEMBER			
FAMILY MEMBER			
FAMILY MEMBER			

10. **SOCIAL VISITS:** Guests of Resident shall not occupy the Premises for more than thirty (30) days in a calendar year without the written approval of Owner. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to a duration of no more than 30 days. Resident agrees that the duration of social visits by anyone residing within the sixty (60) minute commuting area of the Installation is limited to no more than two (2) days.

11. **KEYS AND LOCKS:** Resident hereby acknowledges receipt of \_\_ house key(s), \_\_ mailbox key(s) and \_\_\_\_ garage door opener(s) for the Premises. Locks may not be changed or added without the written permission of Owner. If permission is granted, Resident shall promptly furnish Owner with a key to each lock, without charge to Owner, and the lock shall remain when Resident vacates the Premises. Residents will be charged a replacement fee of \$10.00 for each lost key and \$50.00 for each lost or damaged garage door opener. All keys and garage door openers shall be turned in to Owner by the earlier of (i) twenty-four (24) hours after vacating the Premises or (ii) the check-out inspection.

12. **RESIDENT GUIDELINES & COMMUNITY HANDBOOK (“Handbook”):** In addition to the terms of this Agreement, Resident, all Authorized Occupants and all guests of Resident shall also comply with, and shall be subject to, the terms of the Handbook hereto and incorporated herein. Any modifications or changes to the Handbook shall be distributed via letter to each Resident. Resident must comply with, and shall be subject to, such modifications or changes to the Handbook effective thirty (30) days after written notice is given of such modifications or changes. By signature(s) below, Resident acknowledges receipt of a current copy of the Handbook and agrees to comply with, and be subject to, its terms. Violation of the terms of the Handbook may result in the termination of this Agreement by Owner and, if necessary, eviction.

13. **ASSIGNMENT AND SUBLETTING:** Resident shall neither assign this Agreement nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license without the prior written consent of Owner shall constitute a breach of this Agreement by Resident and subject Resident to eviction and/or claims by Owner for monetary damages.

14. **USE AND QUIET ENJOYMENT:** Resident will enjoy the use of the Premises in a manner that does not disturb other Residents or create a public nuisance in violation of the Handbook.

15. **RESIDENTIAL BUSINESS ACTIVITY ON PREMISES:** Resident(s) may, with written permission of Owner, which permission shall not be unreasonably withheld, conduct a residential business on the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g., child care) will be required to comply with and are subject to inspection for compliance with Government standards. Owner’s granting of permission is not a warranty that the Premises are suitable for the conduct of Resident’s business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the Premises and no interior or exterior structural modifications or additions shall be made to accommodate Resident’s business. Resident is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save, and hold harmless Owner for any failures to obtain the necessary permissions and or licenses and for any damages to third parties arising from the conduct of Resident’s business.

16. **PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**

- a. Resident shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs or explosives may be produced.
- b. Resident shall not: permit gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; or, sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
- c. Resident shall not keep or have on the Premises any article, liquid, chemical or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness, or that might be considered hazardous or extra hazardous by state or county fire/safety officials and under the provisions of an insurance policy. Should Resident maintain said hazardous materials on the Premises, that cause injury or damage, Resident shall be financially responsible for said injury and/or damages.
- d. If Resident does not comply with the restrictions in this Paragraph 16 regarding prohibited activities and illegal substances and materials, Owner will have the right, at its discretion, to immediately terminate this Agreement as may be allowed by applicable law. Failure of Resident to remove said materials upon written request of Owner may, at the option of Owner, result in immediate termination of this Agreement and, if necessary, eviction.

- 17. **PETS:** Resident shall be permitted to keep pets in accordance with the provisions of the Handbook and attached Pet Addendum. Resident shall bear all legal and financial responsibilities for any injuries or damages caused by pets.
- 18. **CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** Resident shall refer to the Handbook for specific details relating to the keeping of cable, satellite and other television facilities on the Premises.

19. **UTILITY CHARGES:** Utility charges for the Premises are initially to be paid as follows:

<u>ITEM</u>	<u>TO BE PAID BY</u>	<u>ITEM</u>	<u>TO BE PAID BY</u>
Electric	Owner	Cable/Satellite TV	Resident
Water	Owner	Telephone	Resident
Sewer	Owner	Internet	Resident
Gas	Owner		
Garbage	Owner		
Recycle collection	Owner		

**Resident acknowledges that after housing units are individually metered the Owner and Air Force may establish utility allowances with respect to electric and gas utilities as a reduction in the Resident’s monthly rent. In the event such utility allowances are established, Owner will provide at least sixty (60) days prior written notice of the specific utilities subject to the allowance and the amount of the allowance for each covered utility. On the effective date of the utility allowances, Resident shall become personally responsible for the payment of the actual gas and electricity usage for the Premises. The Owner shall read meters on a monthly basis and provide Resident with a monthly accounting of the actual utility usage for the Premises. If at any point in the year, the annual account balance exceeds \$50.00 (either a charge or credit) an invoice or refund check shall be issued within (30) days. In those cases where invoices are issued, payment is due within fifteen (15) days of delivery of the invoice to Resident. Resident’s utility account shall be reconciled (either invoiced or refunded to Resident) on an annual basis or within 30 days of termination of this Agreement, as applicable. Utility allowances may be adjusted from time to time by the Owner and Air Force. Owner shall provide written notice of such an adjustment to Resident at least sixty (60) days prior to implementation.**

- 20. **REPAIRS:** Resident shall make no repairs to the Premises or fixtures located within the Premises without the prior written approval of Owner. Resident shall immediately notify Owner of any damages to the Premises. Owner is required to maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning appliances that are provided and included with the Premises at the time Resident enters this agreement. Resident is required to keep all fixtures in the Premises reasonably clean and to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and air-conditioning appliances that are provided with the Premises.
- 21. **DAMAGES:** Whenever damage to the Premises is caused by carelessness, misuse, or negligence on the part of Resident, his/her guests and or pets, Resident agrees to pay the cost of all repairs and do so within thirty (30) days after receipt of Owner’s notice for the repair charges. Owner, at its option, may deem such charges as additional rent.
- 22. **ALTERATIONS AND FIXTURES:** Resident shall make no alterations to the Premises or adjacent areas, incur any debt or make any charges against Owner, or create any lien upon the Premises for any work done or material furnished without the prior written consent of Owner. Any fixtures installed by Resident shall be at Resident’s expense; shall be affixed in a manner that will not damage or alter the building or adjacent areas and shall be removed by Resident at the expiration of this Agreement. In the event such fixture or other personal property of Resident is not removed at the expiration of this Agreement, Owner may treat the same as abandoned and charge Resident the cost paid for removal of the property and repair of the Premises.
- 23. **ACCESS DURING OCCUPANCY:** Resident will allow Owner or an agent of Owner, to enter the Premises upon forty-eight hours (48) hours notice between the hours of (i) 8:00 a.m. and 5:00 p.m., Monday through Friday, and (ii) 10:00 a.m. and 2:00 p.m. on Saturdays. In the event of an emergency or if it is impractical to give notice, no notice will be required. In the event Resident is absent, Owner will

endeavor to delay the access until the Resident's return but need not do so beyond twenty four (24) hours. Owner's right of access is limited to the purposes of ensuring the Premises 1) can be maintained by Owner in an efficient and timely manner in accordance with customary industry practices, 2) are not in need of repair, and 3) are being used in conformity with the provisions of this Agreement.

24. **PROPERTY AND LIABILITY INSURANCE:** Owner has obtained personal property and liability insurance for the benefit of Resident at no additional cost to Resident in amounts and with deductibles as set forth in the Paragraph 27 below. Resident acknowledges being responsible for obtaining and maintaining insurance to cover losses or damages in excess of these coverage amounts. Resident acknowledges being advised to obtain additional insurance at Resident's cost to protect Resident from claims for property damages and physical injury caused by Resident, or Resident's family member(s), invitees, guests or pets. Resident acknowledges that Owner is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Owner either exercised ordinary care or was not the proximate cause of Resident's loss.
25. **DESTRUCTION OF PREMISES:** In case any buildings on said Premises, or any part thereof, without any fault or neglect of Resident(s), shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Resident(s) may thereupon surrender possession of the Premises to Owner, and thereupon this lease shall cease and be void, provided that he or she notifies Owner of the decision within one week after vacating. If Resident fails to notify Owner within one week of such event, Resident remains liable for rent until the date that Owner receives actual notice. Should Owner determine that the Premises are uninhabitable due to the negligence of Resident, Resident will be liable for the rent for the term of the original Agreement or until the Premises are reoccupied, whichever occurs first.
26. **LIMITATION OF LIABILITY:** Except for any damages, injuries or losses to persons or property caused by or resulting from the negligent acts or omissions of Owner, Owner's agents, servants, or employees, Owner shall not be liable to Resident or any other person for any damages, injuries or losses to persons or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect in the community, acts of nature, other unexplained phenomena or acts of other residents. Resident expressly acknowledges that Owner has made no representations, agreements, promises, or warranties regarding security of the Premises or the surrounding community. Owner does not guarantee, warrant or assure Resident's personal security. **IN THE EVENT OF CRIMINAL ACTIVITY, RESIDENT SHOULD CONTACT SECURITY FORCES IMMEDIATELY.**
27. **RENTER'S INSURANCE:** The Resident acknowledges that neither Owner nor the Government has any liability whatsoever for any loss or damage to Resident's personal property or leasehold improvements. Owner shall, at its sole cost and expense, make Renter's Insurance available to Resident. Resident must apply through Owner for such coverage and will be insured upon acceptance for coverage by Owner's insurer. Resident shall not be unreasonably refused insurance coverage. This insurance policy shall be a \$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at no less than \$20,000 per eligible military member and their family. The policy shall cover Resident's personal property in the Premises including, without limitation, any property removable by Resident under the provisions of this Agreement, and all leasehold improvements installed in the Premises by or on behalf of Resident, against loss or damage caused by the following: theft, fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft or vehicle damage, smoke damage, vandalism or malicious mischief, loss breakage, glass breakage, falling objects, damage caused by weight of ice, snow or sleet, water damage from an accidental discharge from plumbing or HVAC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for Resident and Resident's families. Owner shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy.
28. **INVENTORY OF APPLIANCES:** Appliances provided (if checked)  
Range/Oven  Refrigerator  Dishwasher  Clothes Washer  and Clothes Dryer .
29. **EXIT INSPECTION OF PREMISES:** Owner and Resident will conduct a joint exit walk through inspection of the Premises upon the termination of this Agreement. The walk through inspection will occur not more than ten (10) days before Resident ends occupancy of the Premises. Using the Move In/Out Checklist that was used to record the condition of the Premises at the inception of this Agreement, Owner shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear, if any. Owner shall sign and provide Resident with a copy of the Move In/Out Checklist. Resident shall provide Owner with written acknowledgment that Resident has received a copy of the Move In/Out Checklist.

**IN THE EVENT OWNER FAILS TO CONDUCT AN EXIT INSPECTION AS REQUESTED BY RESIDENT IN COMPLIANCE WITH THIS AGREEMENT, OWNER AGREES THAT THE PREMISES WILL BE TREATED AS THOUGH AN INSPECTION WAS CONDUCTED AND NO NEW DEFICIENCIES WERE DISCOVERED.**

Resident shall provide Owner with Resident's forwarding address to facilitate any further necessary communication between the parties to include the payment of any refunds owed to Resident by Owner. Owner will provide Resident with an itemized statement that clearly describes any damages caused by Resident's noncompliance with provisions of this Agreement and the charges imposed by Owner to repair the damage or otherwise correct the deficiencies caused by Resident's non-compliance with this Agreement.

Any refund of rent due to Resident by Owner, less any amount owed to Owner by Resident for damages or other charges allowed under this Agreement, will be paid within fourteen (14) days after Owner's receipt of Resident's final payment of Rent owed pursuant to this

Agreement. Amounts owed to Owner by Resident that are not paid within thirty (30) days of written notice of amounts due are subject to being submitted to a collection agency by Owner for collection.

- 30. TERMINATION BECAUSE OF DEFAULT:** In the event of a failure to pay rent, Resident will be given ten (10) days written notice to pay the amount due (plus interest and/or administrative fees) and/or vacate the Premises. In the event Resident breaches any of the other terms of this Agreement, Resident will be given ten (10) days written notice (or such other minimum notice permitted by applicable law) to either cure the default and/or vacate the Premises. In addition to the rights described above, in the event of a default by Resident under this Agreement, Owner will have the right to proceed against Resident in a court of law for eviction, enforce payment of the rent and any other charges for which Resident is liable, and/or enforce any of the terms of this Agreement. Owner reserves the right to cumulatively use any and all remedies available to Owner under the applicable laws of the United States and/or the State of Florida.
- 31. EVICTION**
- a. Owner may terminate this Agreement and commence an eviction action against Resident in accordance with state and local law for Resident's failure to pay rent or for one or more violations by Resident of this Agreement or the Handbook that: a) affect or threaten to affect the health or safety of other Residents in the community; or, b) substantially interfere with the right to quiet enjoyment of other residents of the community. Such actions shall be filed in Federal District Court, and shall name Resident as the defendant in such actions.
- b. If Resident remains in possession of the Premises after Owner has provided written notice of termination of this Agreement to Resident as set forth in Paragraph 30, Resident is deemed to be in breach of this Agreement and Owner may commence an eviction action in accordance with applicable law. An eviction action may be filed no earlier than the first day following the expiration of this Agreement. Upon retaining possession in breach of this Agreement, Resident shall be obligated to pay Owner's court costs, damages, and any amounts due to the holdover by Resident as permitted by applicable law.
- 32. DEMOLITION OR RENOVATION OF PREMISES:** If Owner chooses to demolish or renovate the Premises, Owner will provide Resident thirty (30) days written notice. Resident may vacate the Premises at any time within the thirty (30) day period and is responsible for payment of prorated rent for the period that the Premises are occupied. In the event the Resident is required to relocate due to demolition or renovation of the Premises, the Owner shall make reasonable efforts to provide the Resident with an alternative unit of equivalent or lesser rank. Relocation to an alternate unit of equivalent or lesser rank would be at no cost to the Resident.
- 33. ABANDONMENT:** If Resident abandons the Premises, Owner may, at Owner's option, (i) enter the Premises by any means allowed under applicable law, or (ii) relet the Premises, for the whole or any part of the then expired term and receive and collect all rent payable by virtue of such reletting. The Premises and its contents may be deemed by Owner to be abandoned. Owner may peaceably enter the Premises and remove the contents in accordance with the provisions of applicable law. If Owner's right of re-entry is exercised following abandonment of the Premises by Resident, then Owner may consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner allowed under applicable law. Owner will provide Resident with an itemized statement that clearly describes any damages caused by Resident's noncompliance with provisions of this Agreement and the charges imposed by Owner to repair the damage or otherwise correct the deficiencies caused by Resident's non-compliance with this Agreement. Amounts owed to Owner by Resident that are not paid within thirty (30) days of written notice of amounts due are subject to being submitted to a collection agency by Owner for collection.
- 34. NOTICES:** Any notice required by this Agreement shall be sent to the recipient's last known address (which in the case of Resident shall be the Premises unless a change of address notice has been delivered to Owner), by certified prepaid mail or overnight courier service. Notices shall be deemed to have been served when delivered. Notices to Owner shall be sent to P.O. Box 6018, Tampa, Florida 33621, Attn: Property Manager.
- 35. SEVERABILITY:** If any provision or clause of this Agreement is held invalid by a court of law, such invalidity shall not affect the validity of other provisions of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 36. CONFIDENTIALITY OF RESIDENT RECORDS.** Owner or managing agent shall not release financial information about a Resident or prospective Resident, other than a Resident's rent payment record and the amount of Resident's periodic rental payment, to a third party without the prior written consent of Resident or prospective Resident or upon service on Owner of a subpoena for the production of records. This section shall not preclude Owner from releasing information pertaining to Resident or prospective Resident in the event of an emergency or to the legal representatives of Resident to include executors and administrators of estates and trustees and guardians in the performance of their duties.
- (The confidentiality restrictions of this provision shall not apply where Resident is in default in payment of rent nor does it preclude the use of information to recover monies owed by Resident.)**
- 37. MODIFICATIONS:** Any modifications to the terms and conditions concerning this Agreement shall be executed in writing, signed and dated by the parties and made a part of this Agreement.
- 38. CONFLICTS:** The terms of this Agreement shall take precedence over any conflicting terms between this Agreement and the Handbook.
- 39. LEAD BASED PAINT:** For a Resident occupying a home constructed prior to 1978, Resident acknowledges receipt of the booklet (the "Lead Information Booklet") published by the U.S. Environmental Protection Agency entitled "Protect Your Family From Lead In your Home" (EPA747-K-94-001) (May 1995) and the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards."

