



**9. Two personal references (local if possible).**

Name \_\_\_\_\_ Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**10. Person to be notified In case of emergency \_\_\_\_\_**

Address \_\_\_\_\_ Phone \_\_\_\_\_

**11. Pets (NO DOGS) Type: \_\_\_\_\_ Name: \_\_\_\_\_**

**12. Vehicle #1 information: year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Plate #: \_\_\_\_\_**

**Vehicle i#2 information: year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Plate #: \_\_\_\_\_**

**13. Owner mailing address for billings and notices connected with this application**

**Name: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**City/State: \_\_\_\_\_ Zip: \_\_\_\_\_**

**Phone: \_\_\_\_\_**

**14. Rental Agent/Company: \_\_\_\_\_**

**15. I am aware of, and agree to abide by the Rules and Regulations THE TOWERS CONDOMINIUM ASSOCIATION, INC. I acknowledge receipt of a copy of the Association Rules and Regulations. \_\_\_\_\_ (please initial)**

**16. I understand and agree that the Association, in event it approves this lease, is authorized to act as the owners agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Rules and Regulations of the Association.**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

**( ) Application Approved**

**( ) Application Disapproved**

\_\_\_\_\_  
**Director's Signature**

\_\_\_\_\_  
**Date**

**Have you attached:**

\_\_\_\_ **Signed application** \_\_\_\_ **Copy of Lease** \_\_\_\_ **2 References**

\_\_\_\_ **\$66 non-refundable per person background fee (International \$45/person); and  
\$100 non-refundable processing fee payable to Alliant Property Management,  
LLC**

\_\_\_\_ **\$50 non-refundable application fee payable to The Towers Condominium**

**Mail to:      The Towers Condominium Association  
                  c/o Alliant Property Management, LLC  
                  13831 Vector Avenue  
                  Ft. Myers, Fl. 33907  
                  (239) 454-1101, FAX (239) 454-1147**



**NOTICE TO**  
**The Members of the Towers Condominium Association, Inc.**

---

Re: Vote to Forego Retrofitting

Please be advised that two-thirds (2/3) of all the members of the Towers Condominium Association, Inc. voted, by limited proxy or ballot personally cast at a duly called membership meeting, to forego retrofitting as set forth in Florida Statute 718.112(2)(1) and Florida Administrative Code Sections 61B-23.002(3) and (4).

This notice is being sent to you in compliance with Florida law. Pursuant to Florida law, a copy of this notice must be provided by the current owners to new owners prior to closing and must be provided by unit owners to a renter prior to signing a lease.

BOARD OF DIRECTORS,  
THE TOWERS CONDOMINIUM ASSOCIATION, INC.

Dated: January 14, 2011

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## DISCLOSURE CONSENT APPLICATION

---

Please Print your Full Name SSN

---

Please Print Any Other Names You Have Used DOB

---

Street Address

---

City State Zip Code

---

Driver's License # Exp. Date State Issued

I hereby give consent for an investigative consumer report to be prepared on me, which may include information about me obtained from law Enforcement Agencies, State Agencies, as well as Public Records information such as social security information, criminal history information, motor vehicle records and workers' compensation records, such as are allowed by law and in accordance with the Americans Disabilities Act.

---

Signature Date

---

Witness Date

**\*\*A copy of Driver's License and or Passport is required with Application\*\***

## DISCLOSURE CONSENT APPLICATION

---

Please Print your Full Name SSN

---

Please Print All Other Names You Have Used DOB

---

Street Address

---

City State Zip Code

---

Driver's License # Exp. Date State Issued

I hereby give consent for an investigative consumer report to be prepared on me, which may include information about me obtained from law Enforcement Agencies, State Agencies, as well as Public Records information such as social security information, criminal history information, motor vehicle records and workers' compensation records, such as are allowed by law and in accordance with the Americans Disabilities Act.

---

Signature Date

---

Witness Date

**\*\*A copy of Driver's License and or Passport is required with Application\*\***

## **ADDENDUM TO LEASE AGREEMENT**

### **The Towers Condominium Association, Inc.**

1. The Lessee shall not assign, mortgage or encumber this Lease, nor sublet or permit the leased property or any part thereof to be used by others without the prior written approval of The Towers Condominium Association, Inc. ("Association").

2. There shall be no extension or renewals of the Lease without the prior written approval of the Association.

3. The Lessee agrees not to use the demised premises or keep anything in the Unit which will increase the insurance rates of the Unit, or interfere with the rights of other residents or the Association by making unreasonable noises or otherwise, nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit, or on the common areas.

4. The Lessee covenants to abide by the terms and provisions of the Amended and Restated Declaration of Condominium of The Towers, the Amended and Restated By-Laws of The Towers Condominium Association, Inc., and The Towers Condominium Rules and Regulations effective January 1, 2015, as well as any amendments and/or restatements thereof, and agrees to be bound by the rules and guidelines of the Association and any other rules which may become operative from time to time during said leasehold (collectively "Governing Documents").

5. The parties hereto specifically acknowledge and agree that the Association is hereby empowered to act as agent of Owner/Lessor with full power and authority to take such action as may be required to compel compliance by the Lessee and/or Lessee's family, guests, or invitees with the provisions of the Governing Documents and the Florida Condominium Act.

6. Both Lessee and Lessor acknowledge that the Lessor assigns to the Association the right to collect directly from the Lessee any and all rents to be paid to the Lessor in order to pay any and all regular or special assessments that are more than thirty (30) days past due, including all interest, late fees, attorney fees and costs incurred by the Association in collecting the same. Lessee agrees that upon written demand to Lessee by the Association, Lessee shall pay the amount set forth in the Association's demand to "The Towers Condominium Association, Inc." A copy of the written demand shall also be sent to the Lessor. It is specifically intended by all parties that this assignment of rents be incorporated into the Lease Agreement.

7. The approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum to the Lease Agreement. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease Agreement, and to proceed with eviction of the Lessee and all other occupants and/or to seek an injunction for removal of the Lessee and all other occupants. The Owner/Lessor acknowledges that he or she remains ultimately responsible for the acts of Lessee and Lessee's family, guests and invitees. Owner/Lessor agrees that he or she remains responsible for any costs incurred by the

Association, including attorney fees, in remedying violations of this Addendum to the Lease Agreement and/or violations of the Governing Documents.

8. The Lessor and Lessee shall be jointly and severally liable to the Association for any losses incurred by the Association or damages caused to the Common Areas and Recreational Facilities or to any other third party resulting from the actions of the Lessor or Lessee.

9. The Lessor and Lessee shall pay to the Association a Common Area Security Deposit ("Deposit") in an amount equal to one month of rent as defined within the Lease, and the Association shall hold, retain, and return the Deposit in the manner as set forth within Section 718.112(2)(i) and Section 83.49 of the Florida Statutes. Should the Lessor or Lessee violate any provisions contained within this Addendum, then the Association shall have the right to claim the Deposit as damages, but such a claim shall in no way be construed as liquidated damages or limit or exclude any other remedies that the Association may be entitled to.

10. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Association's Board of Directors as specified in the Amended and Restated Declaration of Condominium of The Towers. In the event the Lessee should occupy the Unit prior to receiving written approval, Lessee's application to lease the Unit shall be deemed automatically withdrawn.

11. The Unit shall be possessed, occupied, and utilized solely for the purpose of a private, single-family residential dwelling and for no other purpose.

12. The partial or complete validity of any one or more provisions of this Addendum to the Lease Agreement, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Addendum to the Lease Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**2 Witnesses as to Lessor(s):**

**LESSOR(S):**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**2 Witnesses as to Lessee(s):**

**LESSEE(S):**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**2 Witnesses as to Association:**

**THE TOWERS CONDOMINIUM ASSOCIATION, INC.**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

# RESIDENTIAL LEASE

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as the LANDLORD, and \_\_\_\_\_ hereinafter referred to as the TENANT(S), concerning the lease of the following described property: **2366 East Mall Dr. # \_\_\_\_\_, FL 33901** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

**TERM OF LEASE:** \_\_\_\_\_ 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

**OCCUPANTS:** Only the following individuals (\_\_\_\_) shall occupy the premises unless written consent of the LANDLORD is obtained:\_\_\_\_\_. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours and register after that date. Background check is required after 14 calendar day overnight stay. See Rules and Regulations.

**PRORATED RENT:** TENANT agrees to pay the sum of \_\_\_\_\_ as prorated rent for the period \_\_\_\_\_ to \_\_\_\_\_.

**RENT:** TENANT agrees to pay the monthly rent amount of \$ \_\_\_\_\_ plus any applicable sales tax as rent on the 1st day of each month in advance without demand \_\_\_\_\_

Phone number \_\_\_\_\_ . Emergency number \_\_\_\_\_ . Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of **\$50.00** plus **\$5.00** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the **4th** day of each month. Cash payments are not accepted. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greatest of 5% of the check amount or a \$30.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of \$ \_\_\_\_\_, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be forfeited as special liquidated damages to cover the costs of releasing the rental premises. TENANT will still be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit will be held in the following manner: Deposited in a separate non interest bearing account with \_\_\_\_\_, FL. Florida statutory law, 83.49(3) provides: (3) (a) Upon the vacating of the premises for termination of the lease, if the LANDLORD does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the LANDLORD shall have 30 days to give the TENANT written notice by certified mail to the TENANT last known mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit. (b) Unless the TENANT objects to the imposition of the LANDLORD'S claim or the amount there of within 15 days after receipt of the LANDLORD'S notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

Initials \_\_\_\_\_

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar. (d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other LANDLORD-TENANT relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

**ASSIGNMENTS:** TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy. It is agreed that the LANDLORD shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by the TENANT shall be charged to the TENANT as additional rent. It is agreed that the TENANT will not make or permit to be made any alterations, additions, improvements, or changes in the premises without first, in each case, obtaining the written consent of the LANDLORD. Consent to a particular alteration, addition, improvement or change shall not be deemed consent of a waiver of restrictions against alterations, additions, improvements or changes for the future. The TENANT agrees that the LANDLORD has the right of entering and may enter, inspect and make such repairs to the premises as the LANDLORD may reasonably desire at all reasonable times.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. LANDLORD covenants they are the lawful owners of the premises and have full right to authorize leasing and that the TENANT shall have quiet enjoyment of the premises and shall not be evicted or disturbed while in possession of the premises as long as the TENANT complies with the terms of this lease in the above mentioned regulations. TENANT shall install white window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

**RISK OF LOSS:** All TENANTS' personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes.

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (attached rules and regulations), condominium by-laws or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANTS abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease or a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorneys' fees, costs or charges from or imposed by a condo association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent. PLEASE READ – VERY IMPORTANT: The TENANT further covenants and agrees that if default shall be made in the payment of rent or if the TENANT shall violate any other covenant of the lease and the regulations attached, the LANDLORD may terminate this lease by a letter indicating the breach or breaches and upon which such termination of lease the TENANT shall become a holdover TENANT and the LANDLORD shall be entitled immediately to re-enter and take possession and recover any unpaid rent and damages, including costs and attorney fees, and double rent after termination as provided in Florida Statutes, Chapter 83, part 11.

Initials \_\_\_\_\_

**ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: water, sewage, house hold trash collection and pest control. The TENANT agrees to pay all charges and deposits for **all** utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated.

**VEHICLES:** Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. LANDLORD will provide one covered parking space. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo association's rules and regulations. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicle(s) will be parked on the premises:

\_\_\_\_\_.

**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy; keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, and cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance needed; maintenance performed or repairs in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same.

**RENEWAL:** No month to month tenancy is permitted. Termination of the tenancy shall occur on the last day of the month of the end of the term of the lease agreement. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give 30 days notice by TENANT prior to the end of the lease will result in additional liability of TENANT for the following full monthly rental period in addition to security deposit forfeiture. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent. The LANDLORD has the right to deny the renewal.

**RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there is hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

Initials \_\_\_\_\_

**PETS:** TENANT shall not have any Pets on the premises unless agreed by the Association's rules and regulations.

**VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted.

**WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or rules and regulations. The TENANT covenants and agrees to indemnify and hold harmless the LANDLORD for any liability arising out of injury to any person or visitor on property in and about the leased premises. The TENANT further covenants and agrees to indemnify the LANDLORD for the reasonable loss of rent caused by the premises being vacant in the event that the TENANT breaches the terms of this lease agreement. The LANDLORD agrees to diligently pursue a new TENANT to mitigate loss of rent. The security deposit and prepaid rent may be applied against such loss of rent.

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

**MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

**RADON GAS:** State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**TENANT is strongly urged to secure insurance for personal property.**

**ADDITIONAL STIPULATIONS:** The Lessee acknowledges that the unit being leased is a condominium unit held for sale by the LANDLORD and agrees to allow said unit to be shown to prospective purchasers upon the TENANT being reasonably notified by the LANDLORD.

TENANT covenants and agrees to abide by the rules and regulations pertaining to the use of the premises, a copy of which is attached to and made a part of this lease. The Association has the power to evict a TENANT or to not renew the lease if TENANT does not comply by the rules and regulations of the Association.

All covenants and agreements on this lease shall be binding upon the inure to the benefit of the heirs, executors, administrators, and successors and assignees of the LANDLORD and TENANT, subject to the restrictions set forth. Whenever used the singular number shall include the plural and singular and the use of any gender shall include all genders.

It is expressly agreed and understood that the TENANT releases LANDLORD or agents for any and all damages or injury to person or property of Lessee suffered upon the premises and will hold the LANDLORD or agent harmless from all damages sustained during the Lease term.

LANDLORD agrees to pay all real property taxes. TENANT covenants and agrees to pay all taxes assessed as personal property.

Initials \_\_\_\_\_

**ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY**

**ACCEPTANCE BY FACSIMILE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.**

\_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_ OWNER

\_\_\_\_\_ OWNER

**Landlords' Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials \_\_\_\_\_

## **MOLD ADDENDUM TO LEASE**

**THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN \_\_\_\_\_, (OWNER OR AGENT) AND \_\_\_\_\_, (TENANTS) FOR THE PREMISES LOCATED AT 2366 East Mall Dr., #\_\_\_\_\_, Fort Myers, FL 33901.**

**MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.**

**CLIMATE CONTROL: TENANT(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.**

**OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES  
TENANT(S) AGREE TO:**

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/ SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE

Initials\_\_\_\_\_

- HANG SHOWER CURTAINS WITHIN BATH WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

**TENANT(S) AGREE TO REPORT IN WRITING:**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE AND MUSTY ODORS

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

Initials\_\_\_\_\_

