

## Rental Lease

Undersigned Renter(s)/Tenant(s) agree to lease from Jason Straw (Management) and agents, the unit at \_\_\_\_\_, Gainesville, fl. 32601 beginning at **noon** August 1<sup>st</sup> \_\_\_\_\_ and ending at **noon** \_\_\_\_\_ payable at \_\_\_\_\_ total monthly rent.

This lease is subordinate and subject to the lien of any mortgages and encumbrance now or hereinafter placed on the unit and/or general premises. This lease is governed by the Florida Landlord Tenant Act and said act shall apply where the terms of this lease might otherwise be in conflict. If any provision of this lease is held to be unconscionable as to either party, it is the express intent of the parties that the remainder of this lease shall remain in force without the unconscionable provision. Upon default or if Management results to court process to enforce lease, the remaining rent due for the balance of the lease shall become immediately due and payable. This lease is for the unit only, not for any of the land or building which surrounds the unit. At any time within the period of this agreement Management may begin construction or renovation which may involve the use of power machinery, generate noise or inconvenience during any hours of the day, weekends or holidays. Any construction or reasonably associated event shall not alter this agreement or constitute grounds for termination of the lease by Renter. Renter agrees to make necessary accommodations or assist and facilitate any renovation or construction which may include the supply of electricity or water.

1) Rent is due on the 1<sup>st</sup> of each month. Rent is due on the first day and is considered late at midnight on the third day of each month. Payments received on the fourth day of the month are subject to a \$25 late fee and payments made after the fourth accrue an additional \$10 per day. Rent is late on the fourth regardless of weekends or holidays. Insufficient funds and returned checks will result in assessment of service fee of \$50. All late fees, charges for damages, pet fee/s, cleaning fees, and any other monies due are defined and treated as rent. If tenant ignores the fees management will remove from security plus an additional 20% fee Renter(s) initials: \_\_\_\_\_

2) Failure to fulfill contract: In the event Renter fails to take occupancy or vacates prior to the end of lease term Renter remains liable for rent and for all associated costs including but not limited to advertising, cleaning, painting, repairs, court costs, collection costs and legal fees. Management may, upon renter default and without releasing renter, take possession of unit and re-let all or apart of it on the renter's account for a term longer or shorter than the period of time of the renter's remaining obligation at a rent higher or lower than the rate of the Renter's lease. If Renter has removed all or substantial portion of Renter's property from unit, Mgt. may immediately enter unit to prepare unit for rerenting without any allowance to Renter and such shall not charge or end this lease. Renter is liable for all court costs, and attorney's fees incurred, whether suit is filed or not.

3) Security Deposit: Renter shall not use security deposit as rent at any time during the lease period. Renter's security deposit will be accounted for within 15 days of the end of the lease term specified above unless Renter's actions relieve Management of notice requirements. Management will deduct costs of painting, cleaning, administrative costs, repairs etc. associated with renter occupancy and/or necessary to put unit in ready to rent status. Any unpaid rent, charges, or fees referenced in this lease or parts incorporated by reference are not waived and will be deducted from monies held. Time is of the essence regarding all payments and Management may terminate a lease without notice prior to move in if Renter fails to pay deposit as due.

4) Repairs: Management will do all major repairs to maintain the premises and appliances in proper condition. Minor repairs (cosmetic repairs, replacing light bulbs, A/C filters, blinds, smoke detector batteries, etc.) are the responsibility of Renter. All requests for service shall be emailed. Excessive damages caused by Renter or Renter's guests, negligence or any non-reporting of necessary service repairs will be chargeable to Renter. Renter is responsible for periodic testing of smoke detector and prompt reporting to Management in writing of any malfunction of, or the existence of any safety hazard. Failure to do so shall relieve management of any responsibility and or liability etc. that might otherwise exist far any related loss that might occur. Denying access to service personnel will result in a fee of \$35 being charged. Any alteration to the interior or exterior of unit including surrounding property and landscape is forbidden without expressed approval in writing.

5) Assignment of Unit: Renter shall not assign, sublet, or re-rent unit or lease or any part of either without Management's written consent. Renter must pay \$500 to assign and furnish a qualified substitute. Renter must continue to pay rent until Renter finds a substitute. Renter shall not add or change roommates without Management's written consent. Renter must add %50 of total rent per month to add an approved roommate. Any new or additional roommate must be qualified substitute. The additional roommate fee is based upon increased wear and tear on the unit.

6) Access: Management has access at all times in emergencies and at reasonable times to inspect unit, do routine repairs/maintenance and to show unit to prospective renters. Locks and keys are property of Management and may not be changed by Renter. No deadbolt, chain, or slide locks may be added to bedroom doors.

7) Liability: All personal property kept by Renter shall be at Renter's sole risk and Management is not responsible for loss, damage or inconvenience due to malfunctioning appliances, utilities, etc. or damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, defective refrigeration or otherwise while on or about the leased premises. To the maximum degree allowed by law, Management is not liable for injury to Renter or anyone in the unit or on the premises with Renter acquiescence, knowledge or permission, nor does management's insurance cover same or their belongings. Renter agrees and acknowledges that protection against criminal action is not within the power of the Management, and even if security devices are provided they cannot be relied on. In the event of any claim or judgment against Management, Renter agrees that Renter shall look solely to Management's interest in the building of the leased premises and in no event shall any other property, real or personal, be subject to levy, execution, enforcement etc.

8) Disclosures: Buildings built prior to 1980 are known to contain traceable amounts of lead usually found in the form of paint. Please notify Management of any peeling paint. Paint chips should not be ingested or inhaled.

9) General: All undersigned renters are jointly and severally liable under this lease regardless of whom else might be occupying the premises, and any Renter is authorized to act as all the Renters; Each roommate is legally responsible for the entire rent on the unit i.e. it is not the management's responsibility to locate each individual roommate to collect rent. Management has the right at it's sole discretion to require that all rent payments for the entire unit be made in one check, money order, or cashier's check or that multiple payments be made at the same time. Renter acknowledges that this lease for the purposes of renewal of any previous lease for the same unit constitutes acceptance of that unit in, "As is" condition. Renter agree upon surrender or abandonment, as defined by Florida Statutes, Management shall not be liable or responsible for storage or disposition of the Renter's personal property. Interest on any past due amounts owed under this lease, or any court judgment for money damages, shall accrue the highest (18%) percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent. Renter shall be responsible for and indemnify management against any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident caused by Renter's wrongful act or negligence, or regardless of Renters wrongful act or negligence if such fire, flood or accident occurs within the demised premises under Renter's possession and control, whether such may be of known or unknown origin or causation and regardless of whether Renter's wrongful act of negligence is related to any known or unknown origin or causation. Renter understands that this agreement will become effective when the attached application for residency is approved by property manager. Renter acknowledges that any future addendums and guaranties to this lease are part of this lease and are incorporated by reference including the Operating Policy document. The undersigned renters have read, understand, and agree to these and such other policies as management feels necessary in it's good faith judgment to insure harmonious operation. This agreement is the entire understanding between the parties and shall not be altered orally. The waiver of any clause of this lease is not a continuing waiver nor a waiver to the entire lease.

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## Operating Policy

Please read carefully, and discuss any unclear points with us before you agree and sign.

- 1.) Homes with wood floors require tenant to adhere protection on legs and bottoms of furniture to protect from excessive wear/damage to finish. Failure to do so will result in tenant paying for damages.
- 2.) All windows require some type of window coverings supplied by tenant. You may request and are encouraged assistance from property manager for proper installation.
- 3.) Trash receptacles must be placed in their proper place that is decided by Management. Tenant must not neglect to remove trash and recyclables from property. Tenant agrees to have trash and recyclables to the curb before 7 AM Wednesday (Tuesday night) . The trash cans and recycle bins should be brought in before Thursday morning. The trash can lid should never be held open by trash and trash area must be kept clean of debris, Management charges a \$30 fee to clean up designated trash area. If your trash can lid is held open by trash, management, without warning, will remove overflowing trash and charge Tenant \$30 per occurrence. Management charges a fee of \$30 to sort Recyclables per instructions from City Of Gainesville Public Works, i.e. recyclables are the only things that should be in your recycle bins.

Renter has read and agrees to follow the City Of Gainesville's Waste Management Trash and Recycle/What can be Recycled on the last page.

Initial: \_\_\_\_\_

- 4.) Tenant is responsible for their guests.
  - I. Please have guests park in the annex area near the corner of 2<sup>nd</sup> St. And 6<sup>th</sup> Ave.
  - II. Please make sure cigarette smoking guests have a place to put their refuse to keep grounds clear from butts.
- 5.)
- 6.) Please be considerate when entertaining others. Loud talking and music are likely to draw complaints from your neighbors. Loud voices, music, and noise should not continue after 10:00 on any day of week. Small get-togethers and dinner parties are encouraged as long as the guests are respectful to the grounds and neighbors. If the party is expected to go late, please check in with neighbors to avoid frustration. Tenant agrees to conduct herself or himself, and require other persons on the premises with tenant to conduct there self, in a manner that does not unreasonably disturb his neighbors or constitute a breach of peace.
- 7.) It is the tenant's responsibility to clean/replace A/C filters at least each month. Failure to do so can result in damage to the A/C unit which in-turn results to severe damages to tenants security deposit.
- 8.) It is the tenants responsibility to inform management of needed repairs to home. Notification should be made in writing. Please help us take care of your home. If you do not notify management of damage you may be responsible for damages that occur from neglect.
- 9.) Bones, hard seeds, pits, paper, metal, sanitary napkins, condoms, should be placed in garbage not in the drains or toilet. Tenant is responsible for keeping drain clean from foreign debris. If plumbing becomes clogged inform management. If the clog is tenants fault expect to pay Apr. \$150 for snaking of drain.
- 10.) Motorcycles, mopeds, and other soiling and oil containing mechanical devices may not be parked on patios, porches, lawns, in the home or underneath the house's gables or eaves.
- 11.) Cooking grills must not be used on porch on within 10 feet of tree or home.

12.) Tenants will not place waterbeds in the house under any circumstances.

13.) Tenants must get written permission to have aquarium/s in the home.

14.) All property that is furnished by property owner must be left on the premises including toilet seats, light bulbs, fixtures, appliances, etc.

15.) Tenant agrees to acquire written permission to have any animal live on property for any amount of time. Failing to do so will result in immediate eviction and a \$300 fee.

16.) If you are locked out of your home you may ask management to borrow a spare temporarily. You are expected to bring the key back immediately. If management cannot be found it is less expensive to call a locksmith than to force an entry. Some residents have found it good practice to even hide a key on the exterior of home.

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18.) Tenant agrees to not paint or do **any** improvements without approval in writing. Failure to do so can result in hefty security deposit penalties.

19.)

20.) Any refund of the security deposit due to the tenant will be mailed within two weeks after the door keys are returned and the property inspection is made. Charges will be deducted for cleaning the premises, and/or for damages sustained above ordinary wear, unpaid fees, etc.. Please make sure management has a forwarding address and phone number.

## **21.) Payment options:**

Checks payable to Jason Straw

Mail to: Jason Straw  
518 N.W. 2 St

Gainesville, fl 32601

Venmo: @Jason-Straw-gainesville

23.) Ranges, refrigerators, W/D, and A/C filters should be cleaned at least once a month. Tenants will be charged for repairs for appliance service if tenant is found to be responsible for abuse or carelessness. Martin's appliance on N. Main 372-0684 will most likely perform the repair and determine the repair's circumstance.

24.) Wood floor must be kept clean of sand and excessive dirt. Bona hardwood floor cleaner is recommended (found at Publix, Lowe's and Home Depot).

25.) Please be considerate when using the laundry room. There is someone's bedroom a few feet away from the laundry shed so please try not to do laundry late at night. Also many people share the W/D so be prompt about removing laundry. Also shoes are not recommended to be placed in dryer (they get stuck in the drum and cause damage to the machine).

26.) Damage done to the grounds or home of tenant by tenant or tenant's guest will be fixed by management or other professional. The minimum rate is \$40 per hour.

27.) Tenant understands that they are renting the home in "as is condition" unless other agreements are in writing.

28.) Pet Policy: Pets are allowed on a case-by-case basis. All animals must have proper vaccinations and sterilizations. Cats are not allowed outside. Damages done by pets will be charged for the full extent of repairs including the cost for removing urine stained floor boards and refinishing entire rooms. Estimate \$100 per bd and \$6 per sq ft to refinish room if stains are found. If home smells of uring or animal tenant may pay the cost to repaint entire unit and have the unit professionally cleaned. There will be non-refundable fees assessed per animal, \$350 Per cat, \$350 Per dog, other animal fees vary.

29.) Tenant agrees to be considerate of neighbors when using driveway. Fast speeds and loud music are to be kept to a minimum.

30.) Tenant has read the website and agrees with all of it's advertised policies.

31.) All furniture used outside must be intended exterior by the manufacturer.

32.) Tenant agrees to not store anything under house for any amount of time. If tenant refuses to remove belongings within 72 hrs. from management's notification, tenant will be charged for the service of the removal.

33.) Tenants agree to be responsible for removing their animal's feces from walkable areas. Management charges \$30 per occurance to remove feces. There are no warnings.

34.)

36.) Tenants agree to use only approved A/C filters ( not the blue furnace filters) and agree to change them at least once a month depending on A/C use. Failure to do so can result to damage to the A/C unit which repair costs will bare onto the tenant. Management will be happy to replace the filters in homes where access is an issue. If you your home has mini-split units attached to the walls, tenant agrees to clean filters monthly with soap and water.

Management charges \$200 per unit upon move-out to clean filters and fins of units that have not been cleaned regularly.

37.) Plumbing back-ups: If the back-up is caused by the tenant the tenant should expect to pay \$100 minimum for the service, if management chooses to fix the issue. If management hires a professional plumber tenant agrees to pay the invoiced amount from the professional plumber plus \$50 to management. If it is due to a mechanical failure due to the home the management pays all fees.

38.) Tenant agrees that management is not liable for damage done to tenants property from falling limbs or tree debris. If tenant sees a dangerous branch please notify management.

39.) Tenant agrees to have a steady drip of water on one of their inside faucets during winter freezes so the pipes don't break.

39.) Lawn mowing pertaining to, 916, 220, 228.

Tenants in these homes agree to mow the yards as needed. As needed should be defined as the growth should not reach over 6". Tenant may opt to be put on a service plan for extra cost with management or use the fancy cordless mower, IF the tenant does not run over trash or tree debris with said fancy cordless mower. If the growth reaches over 8" management will mow the yard and tenant will be charged \$50 per mow which will be paid as rent.

40) Tenant agrees that all cats will be fed indoors ONLY. See, the problem is opossums and raccoons. I have trapped in on year on one property over 40 opossums and raccoons, I am not exaggerating or kidding, it was fun at first but after about 20 it just becomes baffling. The possums do major damage under the houses and when they die in the insulation and make possum soup, it's a life, or at least a morning changing event.

41) Tenant agrees to have all utilities on during the entire lease agreement. If there is a lapse Landlord will turn utilities on and charge tenant a \$50 fee plus all utility costs. Even if you don't move in until after the lease starts the utilities need to be turned on. If you move out before the lease ends the utilities need to be left on.

42) Laundry, trash and general hoarding is not permitted on porches. (Griff)

43) late fees and trash fees are payable with rent. If tenant does not pay fees with rent, tenant agrees to have fees removed from security deposit plus an additional \$10 fee per occurrence.

44) Pertaining to the 5 houses and 3<sup>rd</sup> st homes, in signing this lease you are agreeing that management is not responsible if a toddler breaks, or disturbs anything you leave outside. You also agree that you will try not to leave especially dangerous items on your porch or where a curious toddler may readily have access.

Renter #1 \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

Renter #1 \_\_\_\_\_  
Sign Name

Renter #2 \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

Renter #2 \_\_\_\_\_  
Sign Name

Management \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

Management \_\_\_\_\_  
Sign Name

Witness \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name

Witness \_\_\_\_\_  
Sign Name

Application Fee: \$5. Pet Fee\$\_\_\_\_\_. # of pets/type\_\_\_\_\_

Security Deposit:  
 \$\_\_\_\_\_ due on \_\_\_\_\_ plus \$ N/A carried over from renewal's security deposit  
 Total Security \$\_\_\_\_\_.

First Month's Rent:  
 \$\_\_\_\_\_ due on \_\_\_\_\_ for rental period from \_\_\_\_\_ to \_\_\_\_\_.

Last Month's Rent:  
 \$\_\_\_\_\_ due on \_\_\_\_\_ for rental period from \_\_\_\_\_ to \_\_\_\_\_.

Total \$\_\_\_\_\_ received on \_\_\_\_\_.

Renter's initials: \_\_\_\_\_

City Of Gainesville Public Works/ What can be recycled

## Blue Bin

### Glass Bottles & Jars

- ☒ Food and beverage glass only
- ☒ Empty out all liquids
- ☒ Clean out food residue
- ☒ Remove lids, caps and corks
- ☒ NO glass vases or drinking glasses
- ☒ NO ceramics
- ☒ NO broken glass or mirrors

- ☒ NO Plastic Bags
- ☒ NO Garbage or Food Waste
- ☒ NO Styrofoam or Take-out Boxes
- ☒ NO Batteries or Light Bulbs
- ☒ NO Cords or Coat Hangers
- ☒ NO Plastic Clamshells or Non-Rigid Plastics

## Metal Cans (Steel & Aluminum)

- ☒ Empty out all liquids
- ☒ Clean out food residue
- ☒ Okay to place metal lids back in cans
- 
- ☒ NO need to crush or flatten cans
- ☒ NO aluminum foil, pans or trays
- ☒ NO scrap metal
- ☒ NO stainless steel water bottles or thermoses

## Plastic Bottles, Jugs, Jars & Tubs

- ☒ Remove lids and caps
- ☒ NO plastic bags, wrap, cups or tubes
- ☒ NO Styrofoam® or foam materials
- ☒ NO plastic clamshell, egg cartons or deli containers
- ☒ NO plastic utensils or straws
- ☒ NO microwavable trays

When contaminants (items not accepted for recycling) make their way into the recycling stream, it increases the overall processing cost of recyclables. Contaminants cause damage to the expensive sorting equipment at the processing facility and devalue the marketability of the recyclables.

Any items not specifically listed as accepted for recycling in the Gainesville program should not be placed in your recycle bins. **Examples of items NOT accepted for recycling include:** any type plastic bags, shrink wrap, plastic mailing envelopes, foam or Styrofoam® materials, plastic air-pillows, to-go or take out boxes, plastic

## Cartons (Tetra Pak & Gable-top)

- ☒ Food and beverage cartons only
- ☒ Rinse out with soap and water
- ☒ Remove plastic caps
- ☒ NO pouches or straws
- ☒ NO take-out containers
- ☒ NO need to crush or flatten cartons

clamshell containers, six-pack rings, resealable storage bags, bubble wrap or bubble wrap envelopes, plastic straws, microwavable trays, plastic egg cartons, plastic utensils, coat hangers (plastic or metal), aluminum foil, aluminum pans or trays, scrap metal, pots or pans, appliances, full or partially full aerosol cans, stainless steel water bottles, thermoses, glassware, dishes, ceramics, silverware, broken glass, mirrors, light bulbs, juice pouches, paper towels, paper napkins, tissues, thermal paper cash register receipts, glossy photographs, paper straws, bakery boxes, paper plates or cups, coffee cups or lids, popcorn bags, pet food bags, glossy type gift bags, hardcover books, batteries, hazardous waste, electronics, electric cords, laundry baskets, yard edging, toys, or any food contaminated containers or papers.



## Cardboard Boxes

- ☒ Flatten boxes into pieces no larger than 4 ft. by 4 ft.
- ☒ Remove any plastic film and packing materials (ex. Styrofoam)
- ☒ Set flattened boxes in or under your orange bin
- ☒ **NO boxes with food residue, such as greasy pizza boxes**

## Paperboard

- ☒ Remove plastic windows from pasta and tissue boxes
- ☒ Paper egg cartons are okay
- ☒ **NO bakery or donut boxes**
- ☒ **NO paper plates or cups**

## Newspapers, Magazines & Phone Books

- ☒ Remove plastic wrap and plastic bags
- ☒ Peel off and discard any front-page newspaper sticky note ads
- ☒ Remove and discard magnets from phone books
- ☒ Paperback books and manuals are okay to recycle

- ☒ **NO papers with foil or glitter**

## Office Paper, Junk Mail & Paper Bags

- ☒ Remove food and wrappings
- ☒ Shredded paper must be placed inside a closed paper bag and labeled "Shredded Paper" on the outside of the bag. ☒ **NO plastic bags**
- ☒ Plain wrapping paper is okay to recycle
- ☒ **NO glossy type gift bags**
- ☒ **NO popcorn bags or pet food bags**
- ☒ **NO bubble envelopes**
- ☒ **NO wrapping paper or greeting cards with foil or glitter**

## Materials NOT Accepted for Recycling

### What materials are NOT accepted for recycling?

- ✗ NO Plastic Bags
- ✗ NO Garbage or Food Waste
- ✗ NO Styrofoam or Take-out Boxes
- ✗ NO Batteries or Light Bulbs
- ✗ NO Cords or Coat Hangers
- ✗ NO Plastic Clamshells or Non-Rigid Plastics



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Any items not specifically listed as accepted for recycling in the Gainesville program should not be placed in your recycle bins. **Examples of items NOT accepted for recycling include:** any type plastic bags, shrink wrap, plastic mailing envelopes, foam or Styrofoam® materials, plastic air-pillows, to-go or take out boxes, plastic clamshell containers, six-pack rings, resealable storage bags, bubble wrap or bubble wrap envelopes, plastic straws, microwavable trays, plastic egg cartons, plastic utensils, coat hangers (plastic or metal), aluminum foil, aluminum pans or trays, scrap metal, pots or pans, appliances, full or partially full aerosol cans, stainless steel water bottles, thermoses, glassware, dishes, ceramics, silverware, broken glass, mirrors, light bulbs, juice pouches, paper towels, paper napkins, tissues, thermal paper cash register receipts, glossy photographs, paper straws, bakery boxes, paper plates or cups, coffee cups or lids, popcorn bags, pet food bags, glossy type gift bags, hardcover books, batteries, hazardous waste, electronics, electric cords, laundry baskets, yard edging, toys, or any food contaminated containers or papers.