

## RESIDENTIAL LEASE AGREEMENT

### RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is entered into between Jason Straw ("Landlord" or "Management") and the undersigned Tenant(s).

#### 1. PREMISES

Address: \_\_\_\_\_ ("Premises")

Lease Term:

Start Date: \_\_\_\_\_ Time: Noon End Date: \_\_\_\_\_ Time: noon

Monthly Rent: \$ \_\_\_\_\_

#### 2. RENT & PAYMENTS

- Due on the 1st; late after 11:59 PM on the 3rd
- Late Fee: \$25 + \$10/day (reasonable cap applies)
- Returned payment fee: \$50
- Fees are additional amounts due and not rent unless permitted by law

#### 3. SECURITY DEPOSIT

- Not usable as rent
- Returned within 15 days if no claim; 30 days with notice if deductions
- Deductions: unpaid rent, damages beyond normal wear, cleaning, permitted fees

#### 4. DEFAULT / TERMINATION / ABANDONMENT

- Tenant liable through lease term; Landlord will make reasonable, active steps to re-rent a property after a tenant breaks a lease or abandons it, reducing the financial loss.
- No assignment/subletting without prior written consent (sole discretion)
- Approved sublease requires \$500 fee; Tenant remains liable unless released in writing
- Abandonment allows entry per Florida law; obligations remain
- Tenant responsible for attorney's fees/costs as permitted by law

#### 5. MAINTENANCE & REPAIRS

- Landlord maintains major systems per law
- Tenant: minor upkeep, monthly A/C filters, cleanliness, report issues, test detectors
- Tenant liable for damage caused by Tenant/guests or failure to report

#### 6. ACCESS

- 12-hour notice; reasonable times for inspection, repairs, showings
- Immediate access for emergencies
- Tenant shall not deny access; missed service call ~\$35
- Locks remain Management property; no changes without approval; no added bedroom locks

#### 7. ACCESS / ENTRY COOPERATION

- Tenant shall not unreasonably deny, delay, or obstruct access to the Premises.
- Upon proper notice, Tenant shall provide access to Management, contractors, or authorized personnel for:
  - Inspection
  - Repairs and maintenance

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- Improvements
- Showing the Premises to prospective tenants, purchasers, or lenders
- Tenant shall ensure that pets are secured and that the Premises is reasonably accessible at the scheduled time.
- Failure to provide access as required may result in:
  - A reasonable service or trip charge for missed appointments
  - Delays in repairs for which Management shall not be responsible
  - Charges for any additional costs incurred due to denied or delayed access
- Repeated denial or obstruction of access shall constitute a material violation of this Agreement.
- Tenant acknowledges and agrees that Management may reasonably use electricity, water, and other available utilities at the Premises for the purpose of inspection, maintenance, repair, cleaning, or improvement of the property.

### **8. USE / OCCUPANCY**

- Residential use only; no subleasing without approval; joint and several liability

### **9. DISCLOSURES**

- Housing built prior to 1978 may contain lead-based paint and/or lead-based paint hazards.
- Lead from paint, paint chips, and dust can pose serious health risks, especially to children and pregnant women.
- Tenant acknowledges that Landlord has provided, or will provide, any required federal lead-based paint disclosures and the EPA pamphlet "Protect Your Family From Lead in Your Home" as required by law.

### **10. LIABILITY**

- Tenant responsible for personal property
- Property kept at Tenant's sole risk; Landlord not liable except where required by law or negligence

### **11. OPEN FLAME / FIRE SAFETY**

- Tenant shall not use or allow any open flame or combustion source in or on the Premises except for normal cooking appliances and devices specifically approved by Management.
- Prohibited items and activities include, but are not limited to:
  - Candles or incense left unattended
  - Open flame devices used near combustible materials
  - Fire pits, torches, or similar devices
  - Grills or cooking devices used indoors or on porches
- Any use of grills or outdoor cooking equipment must comply with all applicable safety requirements and must not be operated within ten (10) feet of any structure, overhang, or tree.
- Tenant shall not store or use flammable or combustible materials in a manner that creates a fire hazard.
- Tenant is responsible for any damage, loss, or liability resulting from fire or smoke caused by Tenant, occupants, or guests.

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- Violation of this section shall constitute a material violation of this Agreement.

### **12. ALTERATIONS**

- No alterations, improvements, or modifications to the interior or exterior of the Premises shall be made without prior written approval from Management.
- Alterations include, but are not limited to:
  - Painting, staining, or finishing surfaces
  - Installing fixtures, shelving, TVs, brackets, or hardware
  - Drilling, anchoring, or making holes beyond normal picture hanging
  - Changing or adding locks, doors, or hardware
  - Electrical, plumbing, or mechanical changes
  - Landscaping, grading, or exterior modifications
  - Applying adhesives, films, wallpaper, or coverings
- Any approved alterations must be completed in a workmanlike manner and in compliance with all applicable codes.
- Unless otherwise agreed in writing:
  - All alterations become the property of Management
  - Management may require the Premises to be restored to original condition at Tenant's expense
- Tenant is responsible for all damage, repair, and restoration costs resulting from any unauthorized or improper alterations.
- Failure to obtain written approval constitutes a material violation of this Agreement.

### **13. LITHIUM BATTERY / E-BIKE STORAGE**

- Tenant shall not store, charge, or use lithium-ion battery powered devices, including but not limited to e-bikes, e-scooters, or similar equipment, inside the Premises or within ten (10) feet of any structure unless proper fire-resistant storage and charging provisions are utilized.
- Any approved storage or charging of such devices must include:
  - Fire-resistant or fire-rated containment designed for lithium-ion batteries
  - Safe charging practices consistent with manufacturer guidelines
  - No use of damaged, modified, or non-certified batteries or chargers
- Charging of lithium-ion batteries shall not be left unattended for extended periods.
- Tenant is responsible for any damage, loss, or liability arising from the storage, charging, or use of such devices.
- Violation of this section shall constitute a material violation of this Agreement.

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### 14. OPERATING POLICIES

The following Operating Policies are material terms of this Lease and are fully enforceable as part of this Agreement.

#### 14.1 General Care

- Protect floors; use felt pads under all furniture on wood floors. Bona wood floor cleaner is the approved cleaner for wood floors, no oil soaps
- maintain cleanliness
- window coverings are
- Utilities must remain active for the entire lease period; restoration may incur cost + \$50 service fee.

#### 14.2 AUTOMOTIVE POLICY

- No automotive repair, maintenance, or mechanical work (including oil/fluid changes, parts replacement, or use of jacks/stands)
- No storage of automotive parts/fluids/equipment; no leaking vehicles
- No washing/servicing causing runoff of oil/fuel/chemicals
- No disposal of automotive fluids/parts on or near Premises
- Tenant liable for all contamination, staining, and remediation (oil, fuel, coolant, brake/transmission fluid, etc.)
- Violations may result in cleanup/repair charges and constitute a material violation

#### 14.3 Trash & Recycling

- Tenant shall follow City of Gainesville trash and recycling guidelines.
- Trash and recycling must be placed at the curb by Tuesday night (prior to Wednesday pickup) and removed promptly after collection (no later than Thursday morning).
- Trash receptacles must be kept in designated locations and maintained in a clean condition.
- Trash can lids must remain closed; overflow is not permitted.
- Tenant shall not allow accumulation of trash or debris on the Premises.
- Recycling must be properly sorted; non-recyclable materials shall not be placed in recycling bins.
- Management may remove improperly stored or overflowing trash and charge a reasonable service fee (approximately \$30 per occurrence).

#### 14.4 Guests

- Tenant responsible; guest parking at annex near 2nd St & 6th Ave

#### 14.5 Noise

- No excessive noise after 10 PM

#### 14.6 Maintenance

- Monthly A/C filter maintenance required
- Tenant shall be responsible for any service calls, repairs, or damage resulting from failure to maintain or replace filters as required.
- Management reserves the right to inspect filters and replace them if necessary, with the cost charged to Tenant.
- If Management determines that cleaning of the mini-split unit or coil is required due to Tenant's failure to maintain the filter, Tenant shall be responsible for a \$120 cleaning service fee, which represents a reasonable estimate of the cost to clean the unit.
- Tenant shall use only air filters that are of the proper size, type, and rating for the HVAC system, as specified or approved by Management.

#### 14.7 Plumbing

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- Bones, hard seeds, pits, paper, metal, sanitary napkins, tampons, condoms, and similar items shall be placed in the garbage and not in drains or toilets.
- Tenant is responsible for keeping drains free of foreign debris.
- Tenant shall promptly inform Management of any plumbing issues.
- If a clog is determined to be caused by Tenant, Tenant shall be responsible for the cost of repair (approximately \$150 minimum for snaking).

### **14.8 Appliances**

- Proper use required; misuse is chargeable

### **14.9 Exterior / Grounds**

- No storage under house
- No grills on porches or within 10 ft of structure/tree
- Outdoor furniture must be exterior-rated
- Landlord not liable for falling limbs/tree debris (report hazards)
- No hoarding; no items on porches (Griff)

### **14.10 Lawn Maintenance**

- Tenants at 916, 228, and 220 shall maintain all lawn and landscaped areas in a neat and orderly condition, including regular mowing, edging, and general upkeep.
- Grass shall be maintained at a height not to exceed approximately six (6) inches.
- In the event Tenant fails to maintain the lawn as required, Management may perform or arrange for such maintenance and charge Tenant a reasonable service fee, estimated at approximately \$50 per occurrence.
- Tenant shall be responsible for any additional costs associated with neglect, overgrowth, or damage to the lawn or landscaping.

### **14.11 Pets**

- Pet waste removal required
- No animals without written approval; case-by-case
- Must be vaccinated and spayed/neutered
- Cats must remain indoors, no feeding stray cats on the property
- \$300 fee for unauthorized animals (material violation)
- Approved pets: 1 month rent fee + 1 month rent added to deposit
- Tenant liable for damage/odor
- Approval may be revoked for violations

### **14.12 Laundry / Shared Areas**

- Be considerate; avoid late-night use; promptly remove laundry
- Use dryer bags for shoes to prevent damage

### **14.13 Lockouts**

- Spare key may be borrowed if available; must be returned immediately
- Use locksmith if needed; Tenant liable for forced entry damage

### **14.14 Additional Policies**

- Tenant agrees to website policies

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**15. MOVE-IN / MOVE-OUT CONDITION REPORT**

- Tenant acknowledges that a Move-In / Move-Out Checklist (“Condition Report”) may be provided by Management to document the condition of the Premises.
- Tenant agrees to complete, sign, and return the Move-In portion of the Condition Report within 48 hours of taking possession of the Premises.
- Failure to return the completed Condition Report within this time period shall constitute acceptance of the Premises in its existing condition.
- The Condition Report shall be used as the primary reference for determining damages, cleanliness, and required repairs at the time of move-out.
- Tenant agrees to participate in a move-out inspection if requested by Management.
- Any discrepancies between move-in and move-out condition, excluding normal wear and tear, may result in charges against the security deposit.
- Management’s documentation, including photographs and written notes, shall be deemed valid evidence of condition.
- Tenant acknowledges that failure to document existing damage at move-in waives the right to dispute such conditions at move-out.

**16. DAMAGE & FEE SCHEDULE**

- Drain clog: \$150 minimum
- Trash cleanup: \$30
- Missed service call: \$35
- Lawn service: \$50
- Mini-split cleaning service: \$120
- General repair labor is \$35 per hour plus materials
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**17. SIGNATURES**

Tenant #1: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant #2: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

FMR \_\_\_\_\_ LMR \_\_\_\_\_ SECURITY \_\_\_\_\_

PET FEE \_\_\_\_\_

END OF AGREEMENT

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