

JACKSON PROPERTIES

Premier Student Housing

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F	U
House #:	_____
Rent:	_____
Deposit:	_____
Last Month's Rent:	_____
Application Fee:	_____
Other:	_____

RESIDENTIAL LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, 20____, between _____
 Hereinafter called the Landlord, and

NAME (1) _____ (3) _____
 (2) _____ (4) _____

Hereinafter called the Tenant

WITNESSETH: That the Landlord leases to the Tenant and the Tenant leases from the Landlord beginning on the _____ day of _____, 20____
 and terminating on the _____ day of _____, 20____, the premises known as
 in the County of _____, State of _____, for use as a one family dwelling only.

The total rent for this contract is \$ _____ payable over _____ monthly installments of \$ _____.

Payments are due in advance at P.O. Box 4008, Tallahassee, Florida 32315 or such other place as the Landlord might from time to time direct.

DEPOSITS AND PREPAID RENTS:

Property Deposit: Amount _____, Date Due _____, Date Paid _____

Parent Forms: _____, Date Due _____, Date Received _____

Last Month's Rent: Amount _____, Date Due _____, Date Paid _____

Total Received Upon Signing _____ Balance Due _____

The acceptance of this agreement and all the provisions and terms hereof shall constitute a rental agreement between the parties hereto named.

DEPOSIT: The deposit above specified shall be held as a security deposit for the performance of the rental agreement. Failure to move into house according to contract will result in loss of tenant deposit and tenant will remain liable for rent due under contract. In addition, the deposit is being held against any damage or cleaning. Lack of security deposit does not relinquish the tenants from all obligations, including but not limited to damages, rent, subleasing, violation, cleaning and processing fees and all other fees stated in this lease. (One-time cleaning fee of \$150 for one bedrooms, \$300 for two bedrooms, \$400 for three bedrooms, \$450 for four bedrooms, and \$500 for five and six bedrooms.) The deposit will be returned to the first person listed above within 30 days as provided for in Chapter 83, Florida Statutes. (A \$40.00 processing fee will be taken from the deposit to cover expenses in returning deposits.) The deposit cannot be used in lieu of a rental payment at any time. **THE DEPOSIT WILL BE FORFEITED AS LIQUIDATED DAMAGES (AT OPTION OF OWNER) IF THE LAST MONTHS RENT AND PARENT GUARANTEE FORM IS NOT RECEIVED BY _____.**

At landlord's option, this house may be re-rented or each tenant will be required to pay a \$100 late registration fee to retain the house.

Tenants are responsible for providing landlord in writing a forwarding address by noon on the day they move out.

RENTAL PAYMENT: Tenant jointly and individually agrees to rent the above described premises on the terms and conditions herein set forth and the rent to be paid in monthly installments of \$ _____ in advance. If at any time during or before the expiration of the term of this rental agreement the tenant shall default in payment of the rent or shall vacate the said rental unit or otherwise violate the terms of this agreement, then the whole of the rent for said term then remaining unpaid shall, at the option of the landlord, be and become payable forth with, and the landlord shall have full power demand, recover and collect any balance of rent for said term remaining by any legal proceedings available to said landlord. Tenants shall pay owner all costs, expenses and attorney fees resulting from the enforcement of covenants and agreements of this lease.

LATE FEE: Rent is due on the _____ day of each month in advance. Rent not paid or post marked by the _____ day of the month is subject to a late penalty of \$40.00 plus \$2.00 per day per tenant for each day until paid in full. Late fees will be deemed as rent. No exceptions - period!

RETURNED CHECK: Rent paid by checks will not constitute payment until it has been cleared the tenant's bank. Returned checks will be charged a service charge of \$25, \$30 or \$40, depending on amount of check. A late fee as described above will also be assessed against tenant until rent is fully paid. Acceptance of rental payments by check will be at the sole discretion of the landlord.

EARLY MOVE IN: Tenants can move in early if the house/apt. is ready. The rent due for all tenants will begin on the 1st day occupancy is given to the tenant and tenants will be responsible for paying rent for each early move-in day (Pro-Rated) for the entire house.

LATE DEPARTURE: Any tenant who fails to move out of a house/apt. by the end of the lease date by 12 noon will be assessed \$100 per person per day until all belongings are moved out and keys returned.

COMPLIANCE: If at any time during the term of this agreement the landlord feels the tenant or his guest is not abiding by the rules and regulations or any other provision of this agreement other than a failure to pay rent, and such non-compliance continues for a period of seven days after receipt of written notice specifying such non-compliance, the landlord may take that action afforded him by Florida Statutes to terminate the rental agreement. In the event tenant is evicted, they will be responsible for eviction costs including, but not limited to, lost rents, rental fees, repair costs, eviction crew, trash removal, changes of locks, etc.

AGREEMENTS: The tenant agrees there is no agreement or verbal understanding of any kind or nature with the landlord or any of his representatives except as may be set forth or added to this agreement in writing.

MATERIAL REPRESENTATION: Tenant agrees that the statements and representations made on his signed rental application are material representations and are incorporated into this agreement by reference, the falsity of which, or of any part of them, shall constitute a default hereunder entitling the landlord to possession of said premises.

UTILITIES: Tenant shall pay all utility charges unless otherwise stated. Dripping faucets and toilets running should be reported to management immediately. Failure to notify us will result in higher utility bills. It is your responsibility to read your own utility bill. Landlord will not reimburse for any utilities. Landlord will fix problem once notified within a reasonable time. Tenants who sign for utility packages will have a monthly cap of \$120 for the entire apartment. Overages will be divided equally between all tenants in the unit. Utility overages are considered rent and failure to pay them can result in eviction.

SUBLET OR ASSIGNMENT: Tenant will not sublet or assign any part of the premises without the written consent of the landlord. It being further understood said premises will be occupied by only _____ persons. Tenant further agrees to pay a \$150.00 (if current tenant finds a new tenant to take his/her place or one month's rent if landlord finds new tenant) non-refundable sublet/transfer fee for each substitute tenant if landlord grants permission to sublet. One more person than the number of bedrooms allowed with additional deposit and \$100 increase in rent. A fee of one month's rent will be charged to tenant if Landlord releases property. Tenants who sign individual leases will move to apartment selected by owner to insure at least 3 students per apartment. Owner to pay tenant \$100 for moving expenses.

PERSONAL PROPERTY: Landlord does not insure personal property belonging to the tenant, against any hazard, nor does landlord provide liability insurance or any other coverage for the benefit of the tenant. Tenant is advised to obtain such insurance coverage as he deems appropriate. Any personal property remaining in this dwelling for 3 days after the termination of this lease will become property of the landlord.

MECHANICAL FAILURE: The landlord upon proper notice shall have a reasonable time to determine the cause of any malfunction and to have the same repaired without any liability as to damages or inconveniences to the tenants, for that reasonable time period. This provision would include, but is not limited to sewer lines, water pipes, hot water heaters, heating and air conditioning systems, refrigerators, and appliances.

ABANDONMENT: If tenant moves before the end of this lease, it shall be tenant's responsibility to pay a fee to re-rent the property equal to one month's rent. The tenant is additionally responsible for the monthly rental payments until the expiration of this lease or until rent is received under a new lease. If tenant is absent from the premises for MORE THAN 5 CONSECUTIVE DAYS, while rent is in default, tenant hereby instructs landlord to consider the premises abandoned, and to dispose of any property left on the premises as landlord sees fit, without being liable to tenant.

LEGAL PROCEEDINGS: It is further agreed that no waiver of any breach of any covenant, condition of agreement herein contained shall operate as a waiver of the covenant, or agreement itself, or any subsequent breach thereof. Tenants shall pay owner all costs, expenses including but not limited to attorney fees, collection agency fees, processing fees, and court charges resulting from the enforcement of covenants and agreements of this lease.

MAINTENANCE OF PREMISES: It is further agreed that the said tenant will not do, suffer or permit anything to be done, in or about the premises which will contravene the policy of insurance against loss by fire or increase the fire insurance rate, or keep any gasoline or other combustibles on said premises. In the event fire is caused by tenant's negligence, tenant will be held responsible for any lost rents suffered by the landlord while property is being repaired. It is further agreed that the tenant will keep said premises, including garage, if any, in good order and condition, keep all portions of the leased premises in clean and sanitary condition and comply with all applicable federal, state and local laws, ordinances and regulations with respect to said premises.

RESPONSIBILITY FOR REPAIRS: Any repairs made necessary due to the negligence of the tenant, his licenses, his invitees, and his pets, shall be paid for by the tenant (ie, broken locks, windows, doors, walls, etc.). This would include plumbing obstruction due to negligence of the tenant, his family, servants, employees or guests. The tenant is fully responsible for repairs to all appliances other than those attributable to normal usage.

NOTICE OF DEFECTS: It is further agreed that the tenant will give landlord or agent prompt notice of any defects, leaks or breakage in the structure, equipment or fixtures of said premises, including damage by fire, storm and flood. If additional damage results from tenant's failure to notify landlord of a defect, tenant will be responsible for the expense of repairing said damage. Landlord will not provide reimbursement/replacement of personal property, utilities, and/or rent at any time.

SURRENDER OF PREMISES: Tenant agrees to surrender the said premises and all the landlord's furniture and fixtures there in good, clean and operating condition at the expiration of this lease. Normal wear and damage by fire, storm and public enemies only accepted. There should be no trash or debris left in or around premises including attic, yard, closets or porch. Property to be broom swept and mopped, bathrooms, kitchens and bedrooms cleaned, carpets vacuumed, all appliances clean and operating, no painted walls (charge per wall will apply) with no broken windows or holes in walls, etc. Tenant will be charged for the above items a minimum of \$250 each, if not completed by the date property is vacated. Tenant will also be responsible for any vandalism to property even after vacating said premises until such time as all keys are returned to: _____.

JP-1 A \$75.00 charged will be assessed for each key not returned to landlord on last day of contract or move-out date whichever is first.

TERMS, RULES AND REGULATIONS

1. The tenant hereby accepts the premises in their present condition except as otherwise hereinafter specified.
2. The tenant hereby agrees that no alterations, additional locks or bolts or windows are to be made or added, or paints or stains or nails, screws, tape or glue to the woodwork, doors, walls, floors or furnishings, are to be applied, without the written consent of the landlord. Any improvements become the sole property of the landlord. Tenant can be charged for the removal of these items and restoring to original state.
3. The tenant agrees not to violate any of the ordinances of the City of Tallahassee, or laws of the State of Florida or of the United States of America, or permit the premises to be used for any unlawful or immoral purposes whatsoever, not for any purpose that will injure the reputation of said premises or the neighborhood. Residents who violate city ordinances will be subject to fines of \$100 for the 1st occurrence, \$250 for the 2nd occurrence and \$500 for the 3rd occurrence, in addition to any fines imposed by the City of Tallahassee and/or The State of Florida.
4. It is agreed that in the event it is necessary to cut off and stop heat, water, gas or electricity on account of repairs, the landlord shall be at liberty to do so without in any respect modifying any of the covenants or obligations of the tenant, or rendering the landlord liable to any damage or offset by reason thereof no credit in rent will be given to tenant.
5. The landlord or any of its agents shall have the right to enter said premises during all reasonable hours to examine or protect the same, to show said premises to prospective buyers or renters, or to make such repairs, additions or alterations thereto as may be deemed necessary. Landlord is also permitted to post "for rent" or "for sale" signs in yard of premise. Courtesy calls will be given to house coordinator prior to showing the place and tenant agrees to maintain the property in clean condition. No appointments are made for maintenance request. It is the tenants responsibility to provide the landlord with current phone number.
6. That at tenant's expense, during the continuance of this lease agreement, said premises and every part hereof will be kept clean and in good repair by the tenant as when taken, reasonable use and wear thereof and damage by the elements accepted. Dumping charcoal on ground will result in \$75 assessment per occurrence.
7. That in case storage space shall be provided anywhere on the premises by the landlord, it shall be deemed a bailee without hire and shall not be held liable for the loss or damage from and cause whatsoever to any article which the tenant may store or cause to be stored therein at anytime.
8. **NO PETS OF ANY KIND SHALL BE ALLOWED INSIDE THE HOUSE/APARTMENT OR ON THE GROUNDS AT ANY TIME. VIOLATING THIS RULE WILL RESULT IN FORFEITURE OF HOUSE DEPOSIT AND/OR A \$500 VIOLATION FEE, WHICHEVER IS GREATER, AS WELL AS, COST OF ANY PEST CONTROL OR ADDITIONAL CLEANING DONE. Also, total rent will become due and tenants will be evicted from property at owner's discretion. Any exceptions must be pre-approved in writing by owner.**
9. No noisy or disorderly conduct annoying or disturbing to the occupants of the building or neighbors shall be permitted in any part of the premises, nor shall any tenant entertain on the premises any person of a bad or loose character or improper behavior.
10. No tenant by himself, his family, friends or servants shall make or permit any disturbing noises in the building, nor do anything or permit anything by such persons that will interfere with the other tenants. No tenants shall play upon any musical instrument between the hours of 10:00 PM and the following 8:00 AM if it will disturb or annoy other occupants of the building or neighborhood. Music which can be heard outside house/apt is too loud and a \$100 fine will occur after initial warning. Further violation will result in police being called and \$250 fine per occurrence.
11. A failure of the landlord to insist upon a strict performance of any of the agreements, rules, regulations or terms of this agreement shall not be construed as a waiver for the future performance of such agreement, rule, regulation or term, but the same shall continue in full force and effect.
12. Car repairs conducted on site and/or inoperable vehicles (beyond 48 hours) parked on or around this property is in violation of this lease and will result in a fine of \$50 per vehicle per day until removed, or forfeiture of deposit at the option of landlord and will be towed at vehicle owner's expense.
13. Resident shall be responsible for all window screens, mini blinds and/or vertical blinds, toilet lid(s) repair or replacement during term or lease.
14. Open burning (fire pits) is not allowed in any yard. It is against city ordinance. Loss of deposit and/or a \$500 violation fee, whichever is greater will occur. Tenant will be evicted from the property at one's discretion.
15. Hurricanes result in substantial rain which is an act of God and beyond the control of this landlord. Landlord is not responsible for tenant's personal belongings.
16. Tenants agree not to change, alter or add different locks to dwelling. Fine of \$75 for each lock changed will be imposed.
17. Smoke detectors are provided, but monitoring is responsibility of tenant. Notify landlord immediately if they need to be repaired and/or if they are missing.
18. Radon Gas: 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.
19. No water beds are allowed, No satellites, No parking on the grass. Cars observed parked on the grass will result in a \$25.00 fine assessed to tenants per occurrence and/or towed at owner's expense.
20. No items can be placed, hung, or stored on front porch at anytime without the written consent of owner. A \$50 fine will be assessed per occurrence after initial warning. These include sofas, tables, bricks, tires, signs, etc. Only outside patio furniture is allowed.
21. All tenants agree to not climb on top of roof. \$300.00 fine assessed per occurrence, per individual.
22. Owner to provide pest control, yard service, and regular maintenance. Maintenance done as a result of tenant's negligence will be charged to tenant.
23. For the safety and health of all tenants, smoking is not allowed inside the apartment/house. Tenant will be charged for the removal of any smells if necessary.
24. Smog, rust, mold and fungi exist in houses in Florida. The tenant has inspected and accepts the house in its current condition. The owner will not pay to test, monitor or dispose of any of the above. This remains the sole responsibility of the tenants. Tenant is responsible for cleaning all windows and sills to avoid the accumulation of condensation. Tenant will maintain proper cleaning and ventilation in bathrooms.
25. Any tenant who activates a fire or sprinkler system will be fined \$250.00 plus any cost for damages to owner's property. All fires caused by but not limited to beauty products, candles, toaster ovens, heaters and the like are the tenant's responsibility.
26. Owner to clean and paint property inside and steam clean carpet prior to move in date. Detailed cleaning based on person standards will be done by tenant.
27. **It is highly recommended that the tenant obtains renter's insurance. Tenant acknowledges that his/her personal property is NOT covered by landlord at any time.**
28. Your security deposit is being held at Pro Bank, Prime Meridian Bank, Capital City Bank or Premier Bank.

ADDITIONAL TERMS, RULES AND REGULATIONS

FURTHER PROVISION: LIVING OFF CAMPUS GUIDELINES ATTACHED () Yes () No

IN CASE OF EMERGENCY

TENANT (1) _____	TENANT (2) _____
PARENTS _____	PARENTS _____
ADDRESS _____	ADDRESS _____
PHONE _____	PHONE _____
TENANT (3) _____	TENANT (4) _____
PARENTS _____	PARENTS _____
ADDRESS _____	ADDRESS _____
PHONE _____	PHONE _____

This agreement contains the entire agreement of the parties and by their signatures shall constitute a rental agreement.

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT