

ELLIE'S HOUSES

15250 County Rd 48
Astatula, FL 34705
(407) 493-8329

LEASE AGREEMENT

THIS INDENTURE is made and entered into this _____ day of _____, 2022 by and between **Ellie's Houses/ Ellen Davis**, Owner, hereinafter referred to as **LESSOR**, and _____ **Jointly and Severally Liable**, hereinafter referred to as **LESSEE**.

WITNESSETH: That LESSOR, whose address is 15250 County Rd 48 Astatula, FL 34705, is the authorized owner of the below described premises.

DESCRIPTION: The LESSOR and/or Owner hereby leases or rents to the LESSEE, and the LESSEE hereby leases or rents the premises located at:

TERM: The initial term of this agreement shall begin _____, 2022 and end at 10:00am on _____, 2023 at the agreed gross rental (together with any and all sales and/or governmentally imposed taxes that may become due and payable) in the amount of:

RENT: \$ _____ **Payable as follows:**
\$ _____ **for the first month rent, to be paid _____ 2022**
\$ _____ **due on or before _____ 2022, thereafter**
\$ _____ **due on or before the 1st day of each calendar month for the duration of the**
Lease payable at the office of Lessor.

LATE PAYMENTS AND RETURNED CHECKS

The rent amount stated above is due and payable ON OR BEFORE the 1st day of each calendar month. Time is of the essence, THEREFORE, if rent is not received in the offices of **Ellie's Houses/ Ellen Davis** by the third (3rd) day of each month that rent is due, LESSEE agrees to pay 5% (five) of the monthly rent for day four (4) and \$10.00 each day after the 4th day that payment is late, including the date the payment is received. If your rent is received in our office after the 3rd day of the month it will be considered late. All late fees shall be considered additional rent and treated as such. All rent and charges shall be paid in the form of ELECTRONIC PAYMENT, MONEY ORDER, CHECK OR CASHIERS CHECK. Any check or electronic payment returned by the bank for nonpayment or funds not available will not be resubmitted and MUST BE REPLACED IMMEDIATELY by Money Order, Certified Check or Cashier's Check, together with payment of a \$40 Insufficient Funds Fee, plus applicable tax. Also, in the event of a check returned by the bank, the rent will automatically be considered late and the additional Late Charge amount shown above will apply. Should one check be returned for nonpayment during the term of tenancy, all payments of rent, etc. from that time forward shall be paid ONLY in the form of Money Order, Certified Check, or Cashier's Check. All Late Charges and Insufficient Funds Fees as described in the Lease Agreement shall be additional rent. Nonpayment of accrued late fees will be deducted from your security deposit upon vacating premises.

LESSEE AGREES:

- A. To pay rent when due pursuant to the terms of this Lease Agreement
- B. To comply with all obligations imposed upon the LESSEE by applicable provisions of building, housing and health codes. Tenants are responsible for obtaining all necessary HOA information and staying current with HOA changes.
- C. To remove from the dwelling unit all garbage and debris in a clean and sanitary manner, placing same in appropriate receptacles, and to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. LESSEE agrees to sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by LESSOR for the sorting and separating of such designated recyclable materials. LESSEE agrees to pay all costs, expenses, fines, penalties or damages imposed on LESSEE, LESSOR or Owner resulting from LESSEE'S failure to comply with this paragraph and shall indemnify, defend and hold LESSOR and/or Owner harmless from and against any actions, claims and suits arising from such non-compliance, including any costs, expenses, and/or reasonable attorney's fees, of any action or proceeding by LESSOR and/or Owner against LESSEE based upon LESSEE'S breach of the terms and conditions of this section.
- D. Vehicle(s) must be currently licensed, owned by LESSEE, registered, operational and properly parked. LESSEE agrees to abide by all parking rules established now or in the future by LESSOR or condo/homeowner associations rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on the premises without LESSOR'S prior written approval. LESSEE is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements or additional rules of LESSOR are unauthorized vehicles subject to being towed at LESSEE expense. Parking on the grass is prohibited. LESSEE agrees to indemnify LESSOR for any expenses incurred due to the towing of any vehicles belonging to the guest or invitee of LESSEE. LESSEE agrees that only _____ vehicle(s), as described in the rental application, will be parked on the premises.
- E. To provide for the extermination of pests, such as ants, roaches, etc. if the leased premise's is a single family home, condo unit or duplex.

F. Not to destroy, deface damage, impair or remove any part of the premises or the property therein belonging to the LESSOR nor permit any person to do so. The LESSEE is solely responsible for any damage to the premises caused by vandalism or accident, that is, broken windows, etc.

G. To conduct themselves and require any other persons on the premises with LESSEE'S consent to conduct themselves in a manner that does not unreasonably disturb in any way the quiet and unfettered enjoyment of other premises by neighbors or constitute in any way a hindrance of the peaceable enjoyment of other residents.

H. To pay all electric, gas, sanitation fee, water, sewage charges, cable and telephone charges which may be assessed upon the demised premises during the term hereof, except as otherwise agreed to herein. LESSEE agrees to pay all charges and deposits for all other utilities and LESSEE agrees to have all accounts for utilities immediately placed in LESSEE name with accounts kept current throughout occupancy. If the utilities, which LESSEE is responsible for, are still in LESSOR'S name at the time LESSEE takes occupancy, LESSEE agrees that LESSOR shall order such utilities to be terminated. LESSEE is responsible for ALL utility cost from day of possession.

I. Not to assign this Lease Agreement or sublet the said premises or any part thereof without the previous written consent of LESSOR.

J. To permit LESSOR, Owner and/or his agents, upon reasonable notice by telephone, hand delivery or posting to LESSEE, the right to enter the premises for showing, repairs, appraisals, inspections or any other reason. LESSOR has immediate right of entry in cases of emergency, or to protect or preserve the premises. LESSEE shall not alter or add locks without prior written consent. LESSOR may place 'FOR SALE' or 'FOR RENT' signs on the premises at any time and exhibit the demised premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors.

K. At the termination of said tenancy to quietly yield up said premises and grounds in as good and rentable condition in all respects (except reasonable and ordinary wear and use or damage by fire or other unavoidable causes unless resulting from fault or negligence of LESSEE or LESSEE'S invitees, licensees, agents, employees or independent contractors) as the condition in which the premises were initially occupied by LESSEE.

L. If LESSEE uses a flotation bedding system in the premises, provided that the flotation bedding system does not violate applicable building codes, LESSEE shall promptly notify LESSOR and agrees prior to installation, to carry in LESSEE'S name flotation insurance in the amount deemed reasonable to protect LESSOR and Owner against personal injury and property damage to the premises. Said policy shall carry a loss payable clause to LESSOR/Owner, and LESSEE agrees to provide LESSOR with a Certificate of Insurance as evidence thereof. LESSEE is strongly urged to secure insurance for personal property.

M. Once keys are picked up, keys and locks are LESSEE'S responsibility. LESSEE may not duplicate or copy keys without the consent of LESSOR and must state in writing how many copies are being produced. Keys must be returned to LESSOR the last day of this Lease. LESSEE may never change locks, re-key, nor add locks without LESSOR'S permission and without providing LESSOR with two copies of any new key. LESSOR has the right to correct any unauthorized changes in keys and locks at LESSEE'S expense. Any other keys including mail keys, pool keys, gate keys are solely the LESSEE'S responsibility.

N. LESSEE agrees that LESSOR and/or Owner shall not be liable for injury or damages on or about the premises except where such is due to LESSOR'S negligence. LESSEE shall, at LESSEE'S expense, obtain fire, extended coverage and liability insurance with respect to the personal contents of LESSEE on the premises, as well as to protect LESSOR from liability as a result of actions or injuries on the part of, or to, LESSEE and/or LESSEE'S guests, invitees or licensees. 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.

O. LESSEE releases LESSOR and/or Owner for and agrees to indemnify and hold LESSOR and/or Owner harmless from and against all losses, costs, damages or expenses incurred by LESSOR as a result of: (1) LESSEE'S failure to comply with this agreement; (2) any damages or injury happening in or about the premises to LESSEE'S invitees or licensees or such persons' property not caused by LESSOR'S negligence; (3) damages or loss in or about the premises caused by LESSEE or LESSEE'S family or invitees; (4) LESSEE'S failure to comply with any requirements imposed by any governmental authority.

P. LESSEE agrees to indemnify and hold LESSOR harmless from and against any and all claims of any kind, nature or description arising from any act, omission or negligence of LESSEE or LESSEE'S licensees, agents, employees, guests, invitees or independent contractors, or arising from any accident, injury or damage whatsoever caused to any person or to property of any person, occurring in or about the premises. The indemnity and hold harmless provisions within this paragraph and the preceding paragraph shall include indemnity against all costs, loss, injury, damage, liability and expense incurred in or connected with any such claim or proceedings brought thereon, including costs and reasonable attorneys' fees incurred prior to trial, at trial level and in any appellate or bankruptcy proceeding. Said indemnity and hold harmless provisions shall survive the termination of this Lease Agreement. In the event of a dispute concerning the tenancy created by this agreement, LESSEE agrees that if the premises are being managed by any agent for the record owner, LESSEE agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner for the premise in the event of a legal dispute.

Q. LESSOR may encumber the premises by mortgages, securing such sum or sums and upon such terms and conditions as LESSOR may desire. LESSEE acknowledges and agrees that LESSEE'S interest is automatically subordinated to the lien of any current or future mortgages on the premises. LESSEE agrees to timely execute any and all additional documents necessary to evidence the subordination of LESSEE'S rights under this Lease Agreement to the lien, operation and effect of any mortgage now or hereinafter encumbering the demised premises.

R. LESSEE states, and the parties hereby agree, that the subject premises shall be used and occupied by LESSEE, consisting of: **Adults, Children, Pets**, and said premises being used for residential, non-business, private housing purposes only. LESSEE shall not operate any type of day care or child sitting service on the premises. Exceptions may be made

only upon written approval of LESSOR. If applicable, a "Consent for Pets" form is attached hereto and made a part of this Lease Agreement. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 120 hours, but there shall be no visiting pets permitted.

S. If LESSEE fails to pay the rent when due hereunder for three (3) days after initially becoming due, LESSOR may, at LESSOR'S option, either (1) terminate this Lease Agreement and retake possession of the premises for LESSOR'S own account, or (2) retake possession of the premises for the account of LESSEE who shall remain liable to LESSOR; and in either event, LESSEE shall give up possession of the premises to LESSOR. If LESSEE violates any covenant or condition of this Lease Agreement, other than with respect to the payment of the rent, or if LESSEE engages in objectionable conduct, or if the premises are damaged because of the negligence or misuse of LESSEE, any member of LESSEE'S family, or any agent, employee, guest or invitee of LESSEE, and same has not been remedied within seven (7) days after demand therefore has been delivered to LESSEE, LESSOR may, at LESSOR'S option, either (1) terminate this Lease Agreement by serving upon LESSEE a three (3) day notice of LESSOR'S election to do so and upon the expiration of said three (3) day period this Lease Agreement shall terminate and LESSOR shall retake possession of the premises for LESSOR'S own account; or (2) retake possession of the premises for the account of LESSEE, who shall remain liable to LESSOR, and in either event LESSEE shall give up possession of the premises to LESSOR. In addition to the remedies specified above, LESSOR shall have such other additional rights and remedies as are provided for or permitted under the statutory or case law from time to time enacted or existing in the State of Florida.

T. LESSEE hereby agrees that all expenses in connection with the upkeep of the grounds, will be provided and paid for by LESSOR, except as herein noted: **N/A.** If Lessee is responsible for lawn care, lessee agrees to maintain the lawn and shrubbery which includes, but is not limited to irrigating, mowing, edging, fertilizing, weeding, raking, replacement of broken sprinkler heads and extermination of vegetation consuming insects and fungus. It is further understood that if Tenant does not maintain the lawn to a reasonable standard set by LESSOR, LESSOR may hire professional lawn service at the current rate to be paid by Tenant with-in three (3) days. These additional charges incurred shall be deemed additional rent. Lessee also agrees that LESSEE shall be responsible for using the irrigation system, if one so provided, in a manner to keep the lawn properly watered and shall be responsible for the cost of water usage. If an irrigation system is not installed or in working condition, LESSEE shall water the ground with hoses and/or sprinklers and shall be responsible for its costs. Lessee agrees to keep the yard and flower beds free of trash, rubbish, debris and weeds.

U. LESSEE agrees to check the smoke detector(s) installed on the premises at least monthly and to maintain same by providing batteries as necessary to insure proper operation. If repairs are required, LESSEE agrees to report the problem promptly to LESSOR.

V. LESSEE agrees not to commit or permit any illegal acts upon the premises, and if such occurs, agrees to vacate the premises within three (3) days after notice by LESSOR.

W. LESSEE and LESSOR agree that no modification, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and signed by LESSOR or the duly authorized Agent of LESSOR.

X. LESSEE agrees that upon expiration of this Lease Agreement, or upon the termination of the Lease Agreement, that LESSEE will at once, peaceably surrender and deliver up the whole of the premises together with any improvements thereon to LESSOR and/or Owner. If LESSEE holds over and continues in possession of the premises or any part thereof after the expiration of this Lease Agreement without the prior written consent and permission of LESSOR, then LESSOR, at LESSOR'S option, may either (1) recover possession of the premises in an action for possession and, in addition, charge and recover double the amount of the rent due on the premises for the period during which LESSEE holds over; or (2) treat LESSEE as having held over with the prior written consent and permission of LESSOR on the same terms and conditions as set forth herein, except that such tenancy shall be deemed to be month-to-month and shall not be cancelable except by providing at least a 60-days prior written notice. The failure on the part of the LESSEE to provide such written cancellation notice shall serve to forfeit any entitlement to the return of the Security Deposit.

Y. If for any reason LESSOR cannot deliver possession of the premises to LESSEE by the beginning date, the beginning date may be extended up to 30 days or lease voided at LESSOR'S option without LESSOR being liable for any expenses caused by such delay or termination. There is a \$200 fee charged for all move-ins scheduled for non-business hours, including weekends.

Z. If LESSEE has filled out a rental application, any misrepresentations made by LESSEE in same will be a breach of this agreement and LESSOR may terminate the tenancy.

AA. LESSEE agrees that no trampolines, dangerous animals or hazardous substances will be brought onto or stored on the premises.

BB. LESSEE agrees that air conditioning filters require simple regular monthly maintenance. It is the LESSEE'S responsibility to clean or change filters every month. Dirty filters cause air to slow down across the coils and result in compressor shut down and numerous other system problems. The LESSEE is responsible for turning off the heating and air conditioning unit immediately upon noticing any irregularities until the service man arrives. If it is determined upon servicing the A/C unit that the problem is the result of poor filter maintenance, the LESSEE will be charged for the service call. Under normal circumstances, the Landlord is responsible for the maintenance of the air conditioning and heating units. Problems concerning these units will be handled by the landlord during regular working hours. Calls after 5PM during the week, Saturdays, Sundays and Holidays are considered PREMIUM TIME. If the LESSEE cannot wait until regular business hours for service, he agrees to pay for the cost of the service call above the normal service charge. The LESSEE agrees to include this amount in his next month rent payment.

CC. If LESSEE is responsible for pool care, then if any time upon inspection by LESSOR the pool is found in unsatisfactory and unhealthy condition LESSEE will be billed for returning pool to proper condition; and from that point on LESSOR will hire

professional pool service of which the cost will be added to LESSEE's rent for the duration of his tenancy. If the pool is screened in, any and all pool planters are to be totally maintained by the LESSEE (even if the lawn service is included in the rent). LESSEE agrees to leave them in the same condition he received them in. It is agreed it is the LESSEE's responsibility under all circumstances to keep the pool full and the pool deck bleached and clear at LESSEE's cost.

DD. The penalty for breaking this Lease Agreement is forfeiture of the entire Security Deposit plus an additional penalty of two months rent from the move out date. These monies are due upon move out.

EE. It is the LESSEE'S responsibility and at their own expense to acquire any or all mail box keys, pool keys, pool passes, gate passes concerning this property. Reimbursement to Tenant for such items is at the LESSOR'S/OWNER'S discretion.

LESSOR AGREES:

A. The LESSOR shall keep the exterior of the building on said premises in good repair at LESSOR'S expense, except that repair/replacement of glass and screens in doors and windows and light bulbs/tubes are LESSEE'S responsibility. LESSOR shall not be required to make necessary repairs unless and until LESSEE shall have first given LESSOR written notice of the nature of said repairs.

B. LESSOR shall not abuse the right of access nor use it to harass the LESSEE.

C. LESSOR shall be responsible for repairs to the structural parts of, and major appliances in, the premises; provided, however, that repairs required because of damage caused by LESSEE, any member of LESSEE'S family, or agent, employee, guest or invitee of LESSEE shall be charged to and paid by LESSEE. Any repairs, which are not required to be made by LESSOR in accordance with the forgoing sentence shall be made by LESSEE at LESSEE'S sole cost and expense. LESSEE shall otherwise maintain the premises in first-class condition, ordinary wear and tear alone excepted. LESSEE will not make or permit to be made any alterations, additions, improvements or changes in or to the premises without prior written consent of the LESSOR.

D. If the premises or any part thereof shall at any time during the term be destroyed by fire not by fault of LESSEE, by storm or any other casualty, then payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation. In such an event this Lease Agreement shall, at LESSOR'S option and by LESSOR giving written notice within 10 days of the end of the aforementioned, suspended or abated period, be extended for an amount of time equal to the time rent is subject to abatement. LESSOR also retains the right to terminate this Lease Agreement should LESSOR not desire to reconstruct or renovate the premises following destruction.

E. Except as specifically stated in this Lease Agreement and as required by the Florida Residential Landlord and Tenant Act, LESSOR makes no warranties of any kind, nature or description of or concerning the premises. LESSEE has inspected the premises and is leasing the same on the basis of said inspection "as-is, where-is and with all faults."

SECURITY/DAMAGE DEPOSIT:

Security/Damage Deposit (including advanced rent if applicable) in the amount of \$ security deposit to be paid by LESSEE to LESSOR, outlined specifically below, shall be retained by LESSOR for LESSEE'S performance of the terms and conditions of this Lease Agreement, as follows:

The LESSOR may, at its option, use all or part of said deposit for any and all damages to which LESSOR may be entitled due to breach of any of the covenants and agreements contained herein by the LESSEE. Use of said deposit for such purposes shall not act as a waiver of any rights either in law or in equity to which LESSOR may be entitled. It is also understood and agreed that if the premises are left in an unclean or damaged condition, beyond reasonable wear and tear, the total deposit monies shall be applied toward necessary cleaning and/or repairs.

RETURN OF THE SECURITY/DAMAGE DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. The full term of the lease and any and all extensions has/have expired and all provisions therein have been fully complied with by LESSEE.
2. Two full calendar month's (60 days) notice is given in writing by LESSEE to LESSOR of LESSEE'S intent to vacate the premises prior to the expiration date of the lease or any agreed upon extension.
3. No damage has occurred to the premises or its contents beyond normal wear and tear.
4. The entire premises are clean, regardless of condition upon occupancy, including but not limited to kitchen, all grout, bathrooms, closets and cabinets; range and refrigerator; clean filter in the A/C system; light bulbs/tubes in place and in working order; LESSEE to have the carpets professionally cleaned with receipt; all windows and screens in place and in good condition.
5. No late rent or delinquent rent remains unpaid.
6. All debris, rubbish/garbage or discards are disposed of properly.
7. A forwarding address is left with the LESSOR at time of vacating.
8. All keys and garage door transmitters (in operable condition) are returned to LESSOR at time of vacating.
9. Professional flea extermination with recent receipt is required for all LESSEES that kept a pet on premises, with the exception of birds.
10. FAILURE to give required 60 day written notice of intent to vacate shall result in loss of Security Deposit.
11. There shall be a \$50 fee deducted from the LESSEE's security deposit for each notice that is posted by Absolute Realty Management Group, LLC to the premises due to LESSEE's failure to comply with the terms of this lease.

12. If claim is made against security deposit, postage fees including certified mail fee shall be deducted from tenant's security deposit.

13. Tenant agrees to pay \$150.00 processing fee paid from security deposit if claim is made from security deposit.

If the above conditions are not complied with, the cost of labor and materials for cleaning, repairs and replacements as well as any unpaid rent will be deducted from the Security/Damage Deposit. There will be a minimum charge of \$150 for unreturned keys and a minimum charge of \$150 per unreturned garage door opener, gate card, or gate opener. (If provided).

Security deposits are security for faithful performance by tenants of all terms, covenants, and conditions of the lease agreement and tenants may not dictate that the security deposit be used for any rent due. Unless claimed due to a breach of lease or damages, the security deposit is refundable when tenants move out of the property at the expiration of the lease term.

Pursuant to Section 83.49(b), Florida Statutes, LESSOR hereby notifies LESSEE that said Security/Damage Deposit shall be held in escrow in a non-interest-bearing account at **Bank of America, 2601 W. SR 434, Longwood, FL 32779**, and is not commingled with LESSOR or Owner's funds. Return of the Security/Damage Deposit shall be governed by Section 83.49(3), Florida Statutes, which provides:

"(3)(a) Upon 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 fifteen (15) days to return the security deposit together with interest if otherwise required, or the landlord shall have thirty (30) days to give the tenant written notice by Certified Mail to the tenant's last known 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. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (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 Absolute Realty Group, LLC, 195 Wekiva Springs Rd. Ste 102, Longwood, FL 32779.

If the landlord fails to give the required notice within the thirty (30) day period, then 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 thereof within fifteen (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 remit the balance of the deposit to the tenant within thirty (30) days after the date of the notice of intention to impose a claim for damages.

(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 court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section 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 section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d)."

The Security/Damage Deposit will be refunded by certified mail only, as provided by law, made out jointly to all persons who signed the Lease Agreement, and, may not be picked up at the offices of Absolute Realty Management Group, LLC LESSEE acknowledges that this Security Deposit MAY NOT BE APPLIED AS RENT, and agrees that each full month's rent will be paid on time including the LAST month of occupancy, unless paid in advance. Last month's rent in advance shall be used for the last month of this agreement or the last month of any renewal. LESSEE agrees that LESSOR may, at LESSOR'S sole discretion, apply the Security/Damage Deposit to any amounts due for unpaid rent at the termination or abandonment of the Lease Agreement.

FIXTURES:

In the event there is personal property, except for items designated as fixtures, an inventory of such items shall be attached hereto and identified as Schedule "A" and become a part of this Lease Agreement. Such items of personal property shall become a part of the demised premises. The items designated as follows are the personal property of the LESSOR and may be used by the LESSEE at the discretion of the LESSOR on the hereinafter specified terms. LESSEE agrees not to abuse these items or remove them from the premises and LESSEE is responsible for any repairs resulting from use other than normal wear and tear.

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|--|---|---|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Blinds/Verticals | <input checked="" type="checkbox"/> Ceiling Fans |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Drapes/Rods | <input type="checkbox"/> Room/Wall A/C/ Units |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Washer/Dryer will not be repaired/replaced. |
| <input checked="" type="checkbox"/> Disposal | <input checked="" type="checkbox"/> Central Heat/Air | <input type="checkbox"/> Pool with Service <input type="checkbox"/> Lawn Service |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Garage Door Opener(s) | <input type="checkbox"/> Pool without Service <input type="checkbox"/> Lawn Service w/ Pest Control |

APPLIANCES: The tenant is responsible for the proper use and maintenance of all appliances. The LESSEE will be charged for service calls resulting from misuse or failure to check something obvious such as being plugged in, tripped circuit breaker, or reset button, etc. The owner will not be responsible for maintaining “convenience” items such as icemakers, oven timers, etc... LESSEE will be charged for any repairs due to LESSEE’S negligence or misuse.

ENTIRE AGREEMENT; GOVERNING LAW; VENUE; ATTORNEYS’ FEES, ETC.:

This Lease Agreement and any Addenda or Modifications attached hereto constitutes the entire agreement between the parties. If any provision of this Lease Agreement shall be declared invalid or unenforceable, if reasonably possible, taking into consideration the intent and purpose of the parties entering into this Lease Agreement, the remainder of the Lease Agreement shall continue in full force and effect. All questions concerning the meaning, execution, construction, effect, validity and enforcement of this Lease Agreement shall be judged and resolved in accordance with the laws of the State of Florida. The venue for any suits or other proceedings with respect to this Lease shall be in the county in which the subject premises are located. In any eviction proceeding arising out of this Lease Agreement, the parties agree to waive a trial by jury. The prevailing party in any litigation arising between LESSOR (or Owner) and LESSEE under this Lease Agreement shall be entitled to recover all attorneys’ fees and costs incurred by such party at or before the trial level and in any appellate or bankruptcy proceedings.

SUBORDINATION OF LEASE: This Agreement and LESSEE’s interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

DISCLOSURES:

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.” Pursuant to SS404.056 (8), Florida Statutes.

Lead Based Paint Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. LESSOR has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

Military Disclosure:

Tenant is obligated to inform Absolute Realty Group, LLC in writing via certified mail should any person on the lease become an active member of the military or reserves. Include the division of military which you are currently a member of and a copy of the military documentation showing the dates of active service.

Legal Advice: You should contact your attorney if you have any questions regarding this Lease Agreement and any forms executed with it. You should also contact your attorney if you need assistance in drawing up, modifying or reviewing this or any other agreement. Real Estate Brokers are not attorneys and they are not permitted to provide this service.

NOTICES:

For the purpose of notices required by this agreement or by law, the following addresses shall be used unless the parties have been otherwise advised in writing:

LESSOR: Ellen Davis, 15250 County Rd 48 Astatula, FL 34705

LESSEE:

SPECIAL CLAUSES:

Non-Liability Agreement for Personal Property: BY SIGNING THIS RENTAL AGREEMENT (LEASE AGREEMENT) THE TENANT/LESSEE AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD/LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT’S/LESSEE’S PERSONAL PROPERTY.

Washers & Dryers: Any washers or dryers on site will only be repaired or replaced at the sole discretion of the owner.

Ice Maker/Garbage disposals: Any ice makers and/or garbage disposal on site will only be repaired or replaced at the sole discretion of the Owner. Spas and Spa Equipment and any and all Pool Heaters along with natural and or propane gas fireplaces: will only be repaired or replaced at the sole discretion of the Owner. Any filtration unit, water purification system, water softener system or any other such system will only be repaired or replaced at the sole discretion of the Owner.

Non-Smoking Housing: Smoking is not permitted within the premises of the rental property. Non-compliance shall be considered a breach of Lease. LESSEE shall properly dispose of all cigarette and cigar butts in appropriate trash receptacles and shall not discard them or permit them to be discarded on the grounds of the rental property. Smoke odor is considered damage to the property and LESSEE agrees that any cost associated with removing these odors will be deducted from the security deposit including whole house interior painting and whole house carpet cleaning and or replacement.

Vendor Appointments: If a repairman of any kind has made an appointment with the LESSEE on behalf of the LESSOR for the LESSEE’S complaints and the LESSEE stands the repairman up by not being there to let him in at the scheduled time of the appointment, LESSEE agrees that he will pay the repairman his service call with-in three (3) days.

House Alarms: Alarms come “as is” and Ellie’s Houses/ Ellen Davis can only be responsible for the information that is provided to us by the Owner of the property. Ellie’s Houses/ Ellen Davis is not responsible for providing a working code to the alarm. LESSEE is responsible for all costs associated with obtaining alarm monitoring if LESSEE desires such services. This instrument has been prepared by the Agent for the Owner.

CITY OF GAINESVILLE REGULATORY FEE The City of Gainesville has apparently determined that renters within districts for single-family homes must be policed and regulated. To that end, the City charges an annual regulatory fee collected from landlords for each dwelling occupied by renters. If the rental premises in this lease are within the Gainesville City limits, the LESSEE agrees to pay LESSOR the annual amount of this code fee, not to exceed \$200.00, on or before September 1 each year, which amount is equivalent to the City of Gainesville’s current annual regulatory fee. The above Code Fee payment becomes the property of LESSOR immediately upon payment and is not refundable to LESSEE

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed on the date written above.

LESSEE:

Date _____

Date : _____

Date : _____

WITNESS

Date: _____

WITNESS

LESSOR:

Ellie’s Houses/ Ellen Davis

Date : _____
As Agent for Owner

Date: _____

WITNESS

Date: _____

WITNESS



ELLIE’S HOUSES FOR RENT

CRIME-FREE DRUG-FREE HOUSING

Property:

Tenant:

1. Resident, any members of the resident's household, or guest or person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug-related criminal activity" means the illegal manufacturing, sale distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any members of the resident's household, or a guest or any other person affiliated with the resident, shall not engage in any act intended to facilitate criminal activity, included drug related criminal activity, on or near the premises.
3. Resident, any members of the resident's household will not permit the dwelling to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Resident, any members of the resident's household, or guest or person under the resident's control shall not engage in the manufacturing, sale or distribution of illegal drugs at any location, whether on or off dwelling unit, premises or otherwise.
5. Resident, any members of the resident's household, or guest or person under the resident's control shall not engage in any illegal activity, including prostitution as defined in FSS 796, criminal street gang activity as defined in FSS 874 and, assault (threatening by word or act) as prohibited by FSS 784.011, including by not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of lease agreement that otherwise jeopardizes the health, safety and welfare of other residents or involving imminent serious property damage, as defined in FSS 83.52.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of provisions of this added addendum shall be deemed serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under FSS 83.56. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. (The definition of the "preponderance of evidence" according to the Black's Law Dictionary is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; it is, evidence which is as a whole shows that the fact sought to be proved is more provable than not.)
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. If any part of this addendum is unenforceable, it does not nullify the whole document.

I hereby accept the foregoing and acknowledge that this addendum is part of my lease agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Property Manager _____ Date _____



ELLIE'S HOUSES FOR RENT

Maintenance Responsibility Addendum

Property:
Tenant:

All rental properties are inspected prior to each occupancy. The *Move-In/Move-Out Inspection Acceptance* is used to confirm the results of this inspection. If you have any disagreement with the inspection as recorded in this form, you must report this fact within five (5) days or we will assume you have accepted the property in its current condition. Defective plumbing, heating and air conditioning, appliances, etc., as well as, any bug infestation should be noted separately for immediate attention.

During occupancy, the Tenant is responsible, at Tenant's expense, for any and all minor repairs. These repair responsibilities include, but are not limited to:

Pests: The Tenant, at the Tenant's expense, is responsible for the regular extermination of ants, roaches, and other pests.

Plumbing: The Tenant is responsible for drain stoppages not attributable to plumbing defects, such as tree roots, defective septic systems, etc. The Tenant should never allow grease, sanitary napkins, etc. to enter the plumbing system. The Tenant will be charged for a service call should our plumber be called for such work. Important: If your home has an open (raised) foundation with exposed pipes, you must leave faucets running slowly overnight if a hard freeze is forecast.

Electrical: The Tenant must replace face plates on wall outlets, and light bulbs.

Heating and Air Conditioning: The Tenant must replace A/C filters monthly at Tenant's expense. (Note: This should be among the first items checked upon move-in). Be sure to check all switches, controls, circuit breakers and reset buttons before calling to report a malfunction.

Appliances: The Tenant is responsible for the proper use and maintenance of all appliances. The Tenant will be charged for service calls resulting from misuse or failure to check something obvious such as being plugged in, tripped circuit breaker, or reset button, etc. The Owner will not be responsible for maintaining "convenience" items such as ice makers, oven timers, etc... Tenant will be charged for any repairs due to Tenant's negligence or misuse.

Smoke Alarm: Should the property not have a working smoke detector, the Tenant should repair (usually battery) or replace and submit a receipt.

House Alarms: Alarms come "as is" and Absolute Realty Management can only provide the information that is provided to us by the owner of the property. Absolute Realty Management is not responsible for providing a working code to the alarm.

Radon Gas: Radon is 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 some buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

General: We expect Tenant's to treat their home as their own. Service calls for work that is caused by Tenant neglect or misuse will be charged to the Tenant.

Tenant must have written authorization from the Property Manager before making any repair or improvement to property. NO deductions of any kind are to be deducted from the monthly rental amount.

Major damage by storms, etc. may be covered by the Owner's insurance.

The Tenant is advised to carry Tenant insurance as the Owner's insurance will not cover tenant's personal belonging, such as television, stereo, etc.

I hereby accept the foregoing and acknowledge that this addendum is part of my lease agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Property Manager _____ Date _____



ELLIE'S HOUSES FOR RENT

MOLD, MILDEW AND FUNGUS ADDENDUM

Property:

Tenant:

MOLD, MILDEW AND FUNGUS: 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 of and amount 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: LESSEE agrees to use all air conditioning, heating systems, and dehumidifiers (if provided) in a reasonable manner. LESSEE further agrees to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only, and not when it is raining or overly humid. LESSOR recommends that air conditioning/climate controls be used at all times.

LESSEE(S) AGREES TO DO THE FOLLOWING:

- | | |
|---|--|
| <ul style="list-style-type: none"> ● KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM & MOP ● HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING ● SECURLY CLOSE SHOWER DOORS IF PRESENT ● LEAVE BATHROOM & SHOWER DOORS OPEN AFTER USE ● USE DRYER IF PRESENT FOR WET TOWELS ● USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES ● REMOVE ANY MOLDY OR ROTTING FOOD ● USE CEILING FANS IF PRESENT ● WATER ALL INDOOR PLANTS OUTDOORS ● WIPE DOWN ANY MOISTURE OR SPILLAGE ● WIPE DOWN BATHROOM WALLS AND FIXTURESAFTER BATHING/ SHOWERING ● WIPE DOWN ANY VANITIES/ SINK TOPS ● NO "HANG DRY" CLOTHES INDOORS | <ul style="list-style-type: none"> ● WIPE DOWN FLOORS IF ANY WATER SPILLAGE ● USE HOOD VENTS WHEN COOKING, CLEANING & DISHWASHING ● KEEP CLOSET DOORS AJAR ● AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS ● USE EXHAUST FANS WHEN BATHING/ SHOWERING & LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE ● REMOVE GARBAGE REGULARLY ● WIPE DOWN ANY AND ALL VISIBLE MOISTURE ● WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT ● INSPECT FOR LEAKS UNDER SINKS ● CHECK ALL WASHER HOSES IF APPLICABLE ● REGULARLY EMPTY DEHUMIDIFIER IF USED ● AVIOD AIR DRYING DISHES ● OPEN BLINDS/ CURTAINS TO ALLOW LIGHT INTO PREMISES |
|---|--|

LESSEE(S) SHALL REPORT IN WRITING:

- | | |
|--|--|
| <ul style="list-style-type: none"> ● VISIBLE OR SUSPECTED MOLD ● ALL A/C OR HEATING PROBLEMS OR SPILLAGE ● MOISTURE DRIPPING FROM OR AROUND ANY VENTS OR A/C HANDLER LINES ● LOOSE, MISSING OR FAILING GROUT, CAULK AROUND TUBS, SHOWERS, SINK, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS | <ul style="list-style-type: none"> ● MOLDY CLOTHING, REFRIGERATOR OR A/C DRIP PAN OVERFLOWS ● PLANT WATERING OVERFLOWS ● MUSTY ODORS, SHOWER/ BATH/ SINK/ TOILET OVERFLOWS ● LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS ● DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING ● ANY AND ALL EXCESSIVE MOISTURE |
|--|--|

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 agrees 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, Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and LESSEE(S) agree to vacate the premises in the event owner or agent in their sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to LESSEE(S) or other persons and/or LESSEE(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: LESSEE(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF LESSEE(S) FAIL TO COMPLY WITH THIS ADDENDUM, LESSEE(S) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to LESSEE(S) failure to notify the Owner or agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against LESSEE(S) at law or in equity and LESSEE(S) shall be liable to Owner for damages sustained to the Lease Premises. LESSEE(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of LESSEE(S) failure to comply with the terms of this addendum

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, LESSEE(S) agree to hold Agent and its employees and/or contractors harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: This Addendum is between the Tenant(s) and the Owner and/or Agent managing premises. This addendum is in addition to and made part of the lease agreement and in the event there is any conflict between the lease and this addendum, the provisions of this addendum shall govern.

I hereby accept the foregoing and acknowledge that this addendum is part of my lease agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Property Manager _____ Date _____



**MONTH-TO-MONTH CHARGE
ADDENDUM TO LEASE**

Property:

Tenant:

This addendum agreement to the lease for the premises stated above, hereinafter, the 'PREMISES' is agreed to and shall bind the TENANT(S), hereinafter, 'TENANTS(S)' and MANAGEMENT and/or OWNERS, hereinafter, 'MANAGEMENT'.

TENANT(S) agree that upon the ending date of the lease agreement as indicated on the lease, if TENANT(S) remain on the premises with the permission of MANAGEMENT, TENANT(S) agree to pay an additional MONTH TO MONTH CHARGE sum of rent per month along with the monthly rent payment.

The MONTH-TO-MONTH ADDITIONAL RENT SUM SHALL BE \$200.00 and the payment thereof shall in no way be construed by the parties as a term renewal of the original lease.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Property Manager _____ Date _____



MOVE-OUT INSPECTION REQUIREMENTS

Property:
Tenant:

Please follow the guidelines listed below to insure a smooth move-out and return of your security deposit. All of your furniture and personal belongings must be removed from the home before an inspection can be made. We do not do a pre-inspection. All tenant made repairs and cleaning must be completed prior to the tenant turning the property back to us. *This form is signed upon move in.*

- ▶ Tenant agrees to cooperate with showing the property during the last thirty days of the lease.
- ▶ **POWER AND WATER MUST BE ON DURING INSPECTIONS.** Do not schedule your utilities to be turned off until after the inspection.
- ▶ Remove all personal items and trash from the home and yard.
- ▶ Clean appliances thoroughly (refrigerator, range, dishwasher, etc...)
- ▶ Clean the sink and kitchen cabinets inside and out.
- ▶ Have the carpets professionally cleaned and provide the Management Company a receipt for services. If the carpets have been damaged beyond normal wear and tear, you will be charged for the replacement of the carpet
Absolute Realty Group reserves the right to re-clean carpets if not in satisfactory condition.
- ▶ Clean vinyl and tile floors. Remove stains and marks. Clean all grout, floors, baths.
- ▶ If walls are damaged beyond normal wear and tear, the cost to paint and repair will be deducted from your security deposit. **DO NOT** patch or paint wall holes.
- ▶ Clean windows and secure all windows and doors.
- ▶ Mow, trim, edge, and water the lawn prior to checkout. (If lawn maintenance is not provided by owner.)
- ▶ Repair or have repaired any damage you may have caused. It is usually less expensive if you take care of your own damages.
- ▶ Replace all inoperable light bulbs/tubes.
- ▶ Change air conditioning filter and clean vents.
- ▶ Make arrangements to have your trash and garbage picked up before you discontinue your water service. Once the water is turned off, the City will most likely not pick up your garbage. You will be charged if we have to haul away the trash.
- ▶ Make sure to turn in all keys and garage door transmitters (in operable condition) to management.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Property Manager _____ Date _____



ELLIE'S HOUSES FOR RENT
 ABSOLUTE REALTY MANAGEMENT GROUP, LLC
 407-493-8329 PHONE
COURTESSA@AOL.COM EMAIL
ELLIESHOUSES.COM WEBSITE

SMOKE DETECTOR & FIRE EXTINGUISHER AGREEMENT

Property:

Tenant:

I (We) do hereby acknowledge receipt of 2 smoke detection devices and 1 extinguisher(s) in good working condition and properly installed.

REPAIR: I (We) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher (s) and agree to notify the owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent of any defect: in writing.

MAINTENANCE: I (We) agree to replace the smoke detector(s) battery; if any, at any time the existing battery becomes unserviceable.

REPLACEMENT: I (We) agree to reimburse owner or agent upon request, for the cost of a new single smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guest or invitees.

DISCLAIMER: I (We) acknowledge and agree that owner or agent is not operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s). I (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of the smoke detector(s) and fire extinguisher(s), regardless of whether such operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

No representation, warranties, undertakings or promises, whether oral or implied, other otherwise, have been made by owner, its agents, or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties or fitness for a particular purpose, or habitability, or any and all other expressed or implied property caused by:

1. My failure to regularly test the smoke detector(s) and/or fire extinguisher(s);
2. My failure to notify owner or agent of any problem, defect, malfunction, or failure of the smoke Detector and /or fire extinguisher(s);
3. Theft or the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and or
4. False alarms produced by the smoke detector(s).

I hereby accept the foregoing and acknowledge that this addendum is part of my lease agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Property Manager _____ Date _____



ELLIE'S HOUSES FOR RENT
 ABSOLUTE REALTY MANAGEMENT GROUP, LLC
 407-493-8329 PHONE
COURTESSA@AOL.COM EMAIL
ELLIESHOUSES.COM WEBSITE

CONTACT INFORMATION SHEET

ADDRESS:

TENANT

Name :
Cell #
Home #
Work #
Email :

CO-TENANT

Name :
Cell #
Home #
Work #
Email :