

RESIDENTIAL LEASE

This agreement between **LANDLORD NAME**, hereinafter referred to as the LANDLORD, through its agent and **TENANT(s) NAME** hereinafter referred to as the TENANT, concerning the lease of the following described property: **PROPERTY ADDRESS** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

TERM OF LEASE: DATE to DATE. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. TENANT shall not be granted possession of the premises until such time that the lease begins and all sums payable per the lease have been paid to the LANDLORD.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **TENANT(s) NAME, plus (other residents not named on lease)**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

PRORATED RENT: TENANT agrees to pay the sum of **\$PARTIAL RENT due on or before 5 Days Prior to Start Date** as pro-rated rent for the period **DATE to DATE**.

RENT: TENANT agrees to pay the monthly rent amount of **\$RENT plus \$47.00/monthly Resident Benefits Package fee as additional rent** on the **1st** day of each month in advance without demand at **LEGENDS REALTY, 290 Waymont Ct., Suite 100, Lake Mary, FL 32746** Phone number **(407) 333-1010** Emergency phone number **(407) 333-1010**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. **All rent payments received after the due date of the 1st are to be made in money order or cashier's check.** A late fee of **5%** shall be due as additional rent if TENANT fails to make rent payments on or before the **4th** day of each month. At any time prior to or during the lease term, LANDLORD, upon written notice to TENANT by mail, email, or text may change the method in which TENANT is to pay the rent or any other sums owed under the Lease agreement and any addenda, and, TENANT agrees to use the method determined by LANDLORD beginning with the next payment due. TENANT acknowledges in the event electronic payments and/or direct deposits are permitted, LANDLORD reserves the right to suspend or terminate electronic payments and/or direct deposit arrangements in the event of default by TENANT under this lease and to demand payment at a physical address. If the LANDLORD'S or management's payment processor, software provider, or bank imposes any fees or charges for payment acceptance and/or processing now or in the future, TENANT(S) agrees that these charges shall be paid by TENANT(S) as additional rent that is due and payable without demand. Cash payments are not accepted. If TENANT'S payment is dishonored, all future payments must be made by money order or cashier's check; dishonored payments will be subject to the greater of 5% of the payment amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the **1st** day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above.

PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of **\$DEPOSIT**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law.

Security deposit refunds or other refunds, if any, are normally made in one payment in the names of all TENANTS, but LANDLORD has the option to divide the refunds, if any, into equal amounts made payable to each individual TENANT. All refunds, if any, shall be made by mail or electronically, at the option of the LANDLORD. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate Non-interest bearing account with Wells Fargo Bank, Lake Mary, FL.

Your lease requires payment of certain deposits. The LANDLORD may transfer advance rents to the LANDLORD'S account as they are due and without notice. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit. The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD'S intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any. If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.

This disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

Florida statutory law, 83.49(3) provides:

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his or her intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to ----- . It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he or she forfeits his or her 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 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his or her claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his or her right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

ASSIGNMENTS/SUBLETTING: TENANT shall not assign this lease, transfer any interest, advertise or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

FIXTURES AND ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

KEY REPLACEMENT FEE: In the event of lost keys or lock-outs TENANT will be required to pay a key replacement fee of \$10.00 as additional rent. TENANT(s) must make arrangements to pick up the replacement key(s) from the office.

USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD.

No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises, and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT permitted on the premises. TENANT is prohibited from storing or using on or near the premises a gasoline, diesel, LP, natural gas, or propane powered electric generator without prior written approval by LANDLORD and a Generator Use Addendum signed by all parties. TENANT shall not be permitted to keep any electrically powered bicycles, scooters, skateboards, hoverboards or any other transportation products using rechargeable batteries inside the property. TENANT may only keep these products in the garage if a garage is provided as part of the property. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without LANDLORD'S prior written consent. If an elevator is present, it is agreed and understood by TENANT(S) that the elevator may become inoperable, unusable, or out of service necessitating use of the stairs. TENANT(S) agrees to hold LANDLORD, including the property management company, agents, and assigns, harmless for any liability regarding inconvenience arising from the elevator's unavailability. TENANT(S) further agrees that elevator outages will not be a basis to terminate the lease early, withhold rent or receive a rent abatement and TENANT(S) agrees that the elevator is an amenity only and not in the control of the LANDLORD. If a professional determines a balcony or other elevated amenity is unsafe or any law, rule, ordinance, or governing authority prohibits its use, TENANT shall not access or use the amenity until further written notice from LANDLORD. TENANT agrees that loss of use is not a basis to terminate this lease, withhold rent, entitlement to rent abatement or credit from LANDLORD.

SMOKING: Smoking or vaping of any substance is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking or vaping on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking or vaping on the premises, TENANT will be fully responsible for eradication of smoke related or vaping related odors and repair of any damage due to the smoking or vaping. TENANT agrees that smoke or vaping related damages will in no way be considered ordinary wear and tear.

RISK OF LOSS: All TENANTS' personal property in and on the premises including but not limited to vehicles shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, trees and branches, flood, rain or wind damage, electrical surges, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **TENANT is strongly urged to secure insurance for personal property.**

DEFAULT: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S or guest(s) violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT or guest to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S or guest(s) actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

ATTORNEY'S FEES: The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

LEGAL NOTICE SERVICE FEE: If the TENANT fails to make a rental payment when due and/or fails to perform any other obligation of the agreement and the LANDLORD serves a statutory notice, the TENANT agrees to pay LANDLORD the sum of \$35.00. This sum shall be considered additional rent.

UTILITIES: LANDLORD is responsible for providing the following utilities only: **NONE**. The TENANT agrees to pay all charges and deposits for **all** other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the municipality or county decides to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. TENANT is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if TENANT chooses to have phone land line service and/or cable service.

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT shall not use or install any portable or permanent electric or hybrid vehicle charger in or on the premises without the prior written permission of OWNER and an EV Vehicle Addendum signed by all parties. TENANT agrees that only the following vehicles will be parked on the premises: **VEHICLES & TAG NUMBERS**.

MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. TENANT agrees to use the air-conditioning system, if provided, at all times in a reasonable manner and temperature to prevent the growth of mold and mildew and use the heating system in moderation. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT is responsible for the expense of any service calls requested by or due to the TENANT deemed to be unwarranted or unnecessary by the service technician or vendor, or, if the service technician deems the service call need is due to the TENANT'S misuse, negligence or intentional acts, or, if the service technician is unable to gain access due to TENANT'S actions or inactions, even if the other terms of this lease would ordinarily make the LANDLORD responsible for such a service call and/or repair charge. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, ICE MAKER, OVEN RINGS/DRIP PANS, GARBAGE DISPOSAL, LAWN/SHRUBS, LOCKS/KEYS, LIGHT BULBS, SMOKE ALARM BATTERIES, LAWN/SHRUBS, SCREENS, WINDOWS, WATER CONDITIONER, WASHER, DRYER, GARAGE DOOR TRANSMITTERS, WATER DISPENSER and SPRINKLER HEAD(S).** Unless otherwise stated in the lease, LANDLORD shall not be responsible for any exterior extermination. In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. Unauthorized repairs or other work or services conducted by or through TENANT on the premises will constitute a default under this lease, and TENANT will not be compensated by LANDLORD for any unauthorized repairs or other work or services conducted on the premises by or through TENANT. TENANT agrees that they shall immediately test each smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb.

In the event the refrigerator has a water filter, TENANT shall be responsible for purchasing and changing the water filter, as needed. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred. Examples of items that should not be flushed down the toilet(s) or sent down other plumbing drains, include, but are not limited to, wipes, "flushable" wipes, sanitary napkins, feminine products, diapers, refuse, dental floss, grease, coffee grounds, or paper towels. **LANDLORD will have HVAC filters delivered to the rental premises approximately every 60 days. TENANT shall properly install the filter that is provided within two (2) days of receipt. TENANT hereby acknowledges that the filters will be dated and subject to inspection by LANDLORD upon reasonable notice to verify replacement has been timely made. If at any time TENANT is unable to properly or timely install a filter, TENANT shall immediately notify LANDLORD in writing. TENANT'S failure to properly and timely replace the filters is a material breach of this agreement, and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT, and TENANT shall be liable to LANDLORD for all damages to the property, A/C or heating system caused by TENANT'S neglect or misuse.** If a private swimming pool is present on the premises, TENANT, at TENANT'S expense, agrees to maintain water level in the swimming pool at mid-skimmer level; TENANT shall be responsible for any damage to the pool, skimmer system, pool pump, other pool equipment, or other incidental damage for failure to keep water level at mid-skimmer level.

RESIDENT BENEFITS PACKAGE: TENANT agrees to pay the sum of **\$47.00/monthly** as additional rent for the 'Resident Benefits Package' as outlined in the addendum attached to and made part of this lease agreement, at the same time all other rent is due per the lease agreement. Failure to pay this amount or any other amounts due under the terms of the lease agreement or any addenda shall constitute a material default under the terms of the lease, TENANT shall incur late fees and TENANT may be served a notice for nonpayment of rent which shall include all rent and additional rent owed. In the event the lease expires and becomes a month to month tenancy, TENANT shall continue to pay the rent and additional rent as outlined in the lease agreement and any addenda unless otherwise modified by a written renewal, month to month agreement or lease extension.

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

RENEWAL: This lease automatically renews itself for (up to five) twelve (12) month periods on each yearly anniversary date, (the monthly date the lease began), unless either party (LANDLORD or TENANT) gives the other 60 days' written notice (prior to the end of any lease ending date or rental period), of their desire not to renew this lease for another 12 months. Notice from either party, TENANT or LANDLORD must be made by certified mail. Said notice shall be deemed complete when it is placed in the mail, certified mail, return receipt requested to the address of the property, if by LANDLORD or the LANDLORD'S address described herein if by TENANT. Termination of a tenancy shall occur on the last day of the month. Verbal notice is insufficient under any circumstances. If the TENANT chooses not to renew this lease as herein described, then TENANT must surrender possession and move out of the premises at the end of the original term of lease or any renewals. The rent shall increase on each yearly renewal anniversary date in the amount of \$50.00 per month, or any other amount as dictated by the LANDLORD. Should the LANDLORD not dictate a different amount to the TENANT in writing at least 60 days prior to the yearly renewal anniversary date then the renewal rent shall increase by \$50.00 per month on each anniversary date as outlined above. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

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

CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION: If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination.

In the event of any vandalism or other intentional damage on the premises, LANDLORD is not responsible for the replacement or repair of any damaged items, including but not limited to windows, screens, doors or locks. If a watch or warning is issued for a tropical storm or hurricane, TENANT is responsible to tie down or move to the inside of the dwelling unit any items located on the exterior of the dwelling unit, including lanai areas, that may become projectiles. TENANT will be responsible for any damage caused by a failure to comply with this requirement. TENANT agrees that the issuance of a tropical storm or hurricane watch or warning is an emergency and LANDLORD shall have immediate access to the property. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT shall both install and take down same in the event there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect; LANDLORD has the right, but not the obligation, to install shutters or take other protective actions.

MOLD: LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons, or if it is determined by an HVAC professional or air quality specialist that TENANT is failing to use the air conditioning adequately or causing other conditions conducive to mold or mildew growth. LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 days' written notice and hold TENANT responsible for any damages caused by mold or mildew. **In the event there are professional mold or air quality test(s) ordered by LANDLORD upon the TENANT'S request despite no odor or evidence detected by LANDLORD OR AGENT and/or there is no visible evidence of mold or water intrusion causing mold and/or continuing to cause mold, TENANT agrees to pay LANDLORD on demand the full cost of the test(s), which shall be treated as additional rent, if the test(s) results do not show mold or air quality levels requiring remediation based on professional industry standards. LANDLORD shall use its sole discretion whether to order professional mold or air quality testing and LANDLORD has no obligation to pay for TENANT ordered testing.**

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

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

DISPUTES AND LITIGATION: In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

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

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

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

ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

ADDITIONAL STIPULATIONS:

- 1) TENANT acknowledges having received a copy of the rules and regulations of the HOA.
- 2) If full rent is not received by 5:00 p.m. on the 4th of the month, the base late fee will be assessed.
- 3) Tenant agrees to be responsible for lawn maintenance including but not limited to mowing, watering, pruning the shrubs and weeding the beds at Tenant's expense. In the event the Tenant fails to properly maintain the grounds and/or landscaping as required by this lease agreement, the Landlord shall provide written notice to the Tenant specifying the manner in which the Tenant has failed to comply with the provision of this paragraph and the action required for compliance. If the Tenant fails to take remedial, appropriate action to cure the noncompliance within seven (7) days of written notice, the Landlord may, at his election, obtain a yard service and all expenses associated therewith shall be deemed additional rent and shall be payable with the next installment rent payment
- 4) Tenant acknowledges owner has a Home Warranty. Tenant is to Contact Warranty Company for all covered items. In addition, if tenant calls Legends Realty/ Landlord instead of Warranty Company tenant may be subject to payment of invoice. If a service fee is charged at time of service by Warranty Company tenant must remit payment and submit the paid invoice to Legends Realty/ Landlord for a credit to the rent account. The home warranty for this property is covered by: _____
- 5) Tenant acknowledges if they "No-Show" for a scheduled appointment or inspection, in which access can not be gained, a fee of \$75.00 will be charged as additional rent.
- 6) Tenant acknowledges that water service will remain on in the Owner's name and Tenant is responsible for monthly water bill due upon copy of bill from Legends Realty, as additional rent. Tenant agrees to allow Landlord to deduct final charges from Tenant's security deposit after vacating.
- 7) Utility & Maintenance Reduction Program: A portion of Resident's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days under the Utility & Maintenance Reduction Program. Resident shall properly install the filter that is provided within two (2) days of receipt. Resident hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter Resident shall immediately notify Landlord in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system caused by Resident's neglect or misuse. This A/C Filter Program will be charged as additional rent.

ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:

MOLD ADDENDUM

DRUG AND CRIME FREE ADDENDUM

RESIDENT BENEFITS PACKAGE

SIGNATURE PAGE

_____ TENANT
TENANT NAME

DATE

_____ TENANT
TENANT NAME

DATE

_____ AGENT FOR OWNER

DATE

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, PLLC 1 800 253 8428
Reference # _____

SAMPLE

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN LANDLORD NAME (LANDLORD) AND TENANT(S) NAME (TENANTS) FOR THE PREMISES LOCATED AT PROPERTY ADDRESS.

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

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE

TENANT(S) AGREE TO REPORT IN WRITING:

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

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

TERMINATION OF TENANCY: LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or if an HVAC professional or air quality specialist determines that TENANT(S)' actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that LANDLORD may conduct inspections of the unit at any time with reasonable notice.

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

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE 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.

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, PLLC 1 800 253 8428
Reference #1121129

DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, LANDLORD and TENANT agree as follows:

1. TENANT, any member of the TENANT'S household, or a guest or other person under the TENANT'S control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. 'Drug-related criminal activity' means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. TENANT, any member of the TENANT'S household, or a guest or other person under the TENANT'S control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
3. TENANT or member of the household will not permit the dwelling unit inside or out 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 a guest.
4. TENANT or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. TENANT, any member of the TENANT'S household, or a guest or other person under TENANT'S control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

Resident Benefits Package Lease Addendum

This Resident Benefits Package Lease Addendum ('RBP Addendum') is effective as of the commencement date of the Lease and agreed upon between the Tenant and the Landlord. The RBP Addendum provides the terms and conditions of the Legends Realty Resident Benefits Package ('RBP') that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of **\$47.00/month** ('RBP Fee'), payable with Rent and defined as Additional Rent. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.

Tenant, Landlord, and Legends Realty mutually agree that the RBP is defined based on the listed services below and variations of inclusions may exist due to property specifications and elections requested by Tenant. Tenant acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Tenant's request and shall be effective for the Term of the Lease, (3) shall terminate upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP, and (4) may be terminated at the option of the Landlord if Legends Realty stops managing the home.

● **HVAC Filter Delivery:** The RBP shall include the provision and delivery of HVAC filters for the Tenant's home approximately every 60 days, or as required by your HVAC system. Tenant shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filter, Tenant's failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package. Tenant acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.

● **Move-in Concierge Service:** The RBP shall include a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation (collectively, the 'Move-in Services'). Tenant acknowledges that the concierge service provided herein does not guarantee connectivity, account setup, rates, fees, and availability of the Move-in Services, and that all Move-in Services are subject to the approval of the Tenant by the third parties providing such services. Tenant maintains the right at any time to facilitate Tenant's own activations of the Move-in Services, and such action by Tenant shall not reduce or modify the RBP Fee. Tenant agrees to abide by all applicable lease and property restrictions and guidelines applicable to the Move-in Services.

● **Resident Rewards:** The RBP shall include access to a resident rewards program ('Rewards') designed for use by the Tenant. Rewards are solely accessible online and are activated, and used, at Tenant's sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Tenant's acceptance of the Rewards provider terms of use. Tenant acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Tenant acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.

☉ **Credit Building:** Tenant agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding payment of Additional Rent or any other services paid by Tenant under the Lease, through a third-party service provider. For any disputes, and/or corrections, Tenant acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in the absence of resolution, then from the Landlord. Tenant acknowledges and agrees that the inaccurate reporting, or lack of reporting, shall not cause a reduction or modification to the RBP Fee.

☉ **Liability Insurance Requirements & Program:** The Landlord requires the Tenant obtain liability coverage of at least \$100,000 in property damage and liability coverage from an A-rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into the Landlord or Property Manager's Master Policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease. Tenant's election shall be determined by the actions of the Tenant as provided below:

☉ **Option 1: Master Policy (Automatic Enrollment)** – If the Tenant does not provide evidence of the required insurance coverage by the Lease commencement date, Tenant has elected to be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. Please refer to the evidence of insurance that is supplied by Legends Realty for additional coverage details. The monthly premium for the elected insurance policy is \$11.95.

☉ **Option 2: Tenant Policy (Policy Verification Required)** - Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. Tenant must provide evidence of the required insurance coverage by the Lease commencement date. The RBP Fee will be adjusted accordingly. Visit <http://insurance.residentforms.com> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord. The RBP Fee will be adjusted by the premium amount in the policy.

Please be sure that your policy meets the following criteria prior to submitting:

- **Policy is purchased from an A-rated carrier**
- **Policy meets or exceeds the required \$100,000 in property damage and personal liability**
- **Legends Realty is listed as additional interest**
- **InsuranceSupport@SecondNature.com is also listed as additional interest**
- **Legends Realty address is listed as: PO Box 660121 Dallas, TX 75266**

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

☉ **\$1M Identity Fraud Protection:** Tenant has elected to be automatically enrolled in Identity Protection and agrees to Aura's Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.aura.com.

☉ **Home Buying Assistance:** Tenant acknowledges that Legends Realty is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the RBP for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate agreement outside of this Lease.

☉ **Pest Control:** LANDLORD will provide Pest Assurance (Program Plan: Pest Assurance Plus), powered by Pest Share, as an effective, reactive, and targeted approach to pest control in full replacement of traditional preventative programs; coverage includes cockroaches, bed bugs, fleas, ticks, weevils, and mites. This service can be used up to 4 times per year, with an allowance of three (3) pests per claim. Each claim comes with a 30-day warranty, from the day of the completed service. TENANT will contact Pest Share, LLC online at www.pestshare.com for any service requests. Pests not listed in the prior list will be deemed 'non-covered pests' and will be handled on a per case basis with approval from the LANDLORD. LANDLORD reserves the right to dictate which party will be held responsible for service costs associated with non-covered pest treatments. TENANT agrees to pay any fees relative to missed appointments, and TENANT accepts the responsibility to reschedule the appointment.

Additional Terms and Conditions

24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payments can be paid using a variety of methods available under the Tenant's portal. Available methods include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions on payment methods may be imposed should there be a payment returned for any reason, delinquency or as otherwise provided for under the lease. Any applicable fees for using the resident portal or payment methods are at the Tenant's sole expense.

RBP Vendors: Landlord, and/or Legends Realty, may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation. Landlord, and/or Legends Realty, will ensure all third-party vendors are licensed, bonded, and insured, if applicable.

Data Privacy Consent: Tenant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Tenant's personally identifiable information, including sensitive information, to include, but not limited to, Tenant's name, address, telephone number (home, work, and mobile numbers), date of birth, driver's license number, social security number, banking and other financial information, including credit card numbers (collectively, the 'Tenant Data') by the Landlord, and its service providers, subcontractors, and agents (individually or collectively, the 'RBP Provider(s)') for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data may be transferred to any RBP Provider implementing, managing, and performing the RBP, now or in the future. The Tenant authorizes the RBP Providers to receive, possess, use, retain, and transfer the Tenant Data, in electronic or other form, for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. Further, the Tenant understands that the Tenant is providing the consents herein on a purely voluntary basis. Landlord represents and warrants that it shall comply with applicable data protection laws, including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

Consent to Receive SMS Messages: Tenant consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from the Landlord and the RBP Providers at the specific number(s) provided to the Landlord, with service-related information, account information or questions, and/or marketing information. The Tenant represents that the Tenant is permitted to receive calls and text messages at the telephone number provided to the Landlord by the Tenant. Standard message and data rates may apply. SMS messaging services may be modified from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to the Tenant.

GUARANTY OF LEASE

I understand that **LANDLORD NAME (LANDLORD)** will lease a residential dwelling to: **TENANT(s) NAME (TENANT)** for a term beginning on or about **LEASE START DATE**, subject to my signing this guaranty.

I unconditionally guarantee the payment of all of the rents and full performance and observance of all of the terms of the lease by the TENANTS. This guaranty will continue in effect as to any renewal or modification of the foregoing lease and any assignment or transfer by the LANDLORD or TENANT(s), or any subleasing, whether or not guarantor receives any notice of or consents thereto.

Failure of the LANDLORD to insist upon strict performance or observance of any of the terms of the lease, or to exercise any right will not diminish the enforceability of this guaranty.

The guarantor further agrees that liability under this guaranty shall be primary and that with respect to any right of action which may accrue to the LANDLORD under the foregoing lease, or this guaranty, LANDLORD may, at LANDLORD'S option, proceed against the guarantor without first making demand against the TENANT(s) and without first bringing action against TENANT(s), and without joining the TENANT(s) as party-defendant(s). Guarantor further agrees that in any action brought by LANDLORD against TENANT(s), the guarantor need not be joined as party-defendant.

All terms and provisions herein shall inure to the benefit of the successors and assigns of the LANDLORD and shall be binding upon the heirs, personal representatives, successors and assigns of the guarantor. I waive trial by jury of any issues arising out of or related to this guaranty.

The undersigned has affixed his or her signature on _____.

GUARANTOR:

(Signature)

(Printed or Typed Name)

(Address)