

# POST GRADUATE APARTMENT LEASE CONTRACT SUMMER 18/19

**THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.**

This Lease Agreement (this "Lease") is dated August 01, 2018, by and between Inspiration Academy ("Landlord"), ("Tenant"). Subject to the terms and conditions stated below the parties agree as follows:

**1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following: Three Bedroom apartment (the "Premises") located at 3970 75th Street West, Bradenton, Florida 34209. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement.

**2. TERM.** The lease term will begin on August 01, 2018 ("Commencement Date") and will terminate on May 31, 2019,

Tenant shall vacate the Premises upon termination of the Agreement, unless the Landlord and Tenant have extended this Agreement in writing or signed a new agreement.

**3. MANAGEMENT.** The Tenant is hereby notified that Vista at Palma Sola Apartments LLC is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact Vista at Palma Sola Apartments LLC at 3970 75th Street West, Bradenton, Florida 34209, 941 792 8333.

**4. RENT; LEASE PAYMENTS.** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

(a) Tenant shall pay to Landlord a lease payment of \$600.00, payable in advance and due by the first day of occupancy. Failure to remit payment by the first day of occupancy will result in voiding of the housing agreement and reservation. Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease which may be changed from time to time by Landlord.

(b) Rent shall be paid by the following method(s):

Cash  
Personal Check  
Cashier's Check/Money Order

## ACH Withdrawal

If any payment is returned for non-sufficient funds or because Tenant stops payments, then, after that, (i) Landlord may, in writing, require Tenant to pay Rent in cash in its entirety and (ii) all future Rent shall be paid by money order or cashier's check.

**5. SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$300.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. The security deposit will be held in a separate non-interest bearing account with Inspiration Academy

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 45 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.

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 Section 475.25(1)(d).

**6. POSSESSION.** Tenant shall be entitled to possession on the official moving in date of program (to be defined) , and shall yield possession to Landlord on the official moving out date of program, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**7. USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

**8. OCCUPANTS.** No more than 6 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Tenant may not have overnight guests on the Premises.

**9. KEYS.** Tenant will be given 1 key(s) to the Premises and 1 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$20.00. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises.

**10. STORAGE.** No additional storage space outside the Premises is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Premises at any time.

**11. PARKING.** This Lease does not include or provide designated spaces for parking of motor vehicles or motorcycles anywhere in or about the Premises and or Building.

**12. MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlords or Landlord's Agents access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

### **13. UTILITIES AND SERVICES.**

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Electricity – Landlord is responsible for charges up to \$125.00 per month
- Water – Landlord is responsible for charges up to \$75.00 per month
- Cable TV (internet not included)

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity - Tennant is responsible for overages above \$125.00 per month
- water and sewer - Tennant is responsible for overages above \$75.00 per month
- telephone service
- internet

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

**14. TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL PROPERTY TAXES.** Landlord shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**15 INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to), fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited,/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like..

**16. UTILITY OVERAGES.** Allowance of \$125.00 per month for electric Allowance of \$75.00 per month for water

**17. NON-SUFFICIENT FUNDS.** Tenant shall be charged \$35.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three returned checks in any twelve month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

**18. LATE PAYMENTS.** For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$25.00.

**19. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by la

**20. EARLY TERMINATION CLAUSE:** Unless modified by an addendum, if you:

- (1) Move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (2) move out at our demand because of your default; or
- (3) are judicially evited.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented and unpaid utility overages.

**21. HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental

value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**22. CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**23. REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall not be allowed to conduct construction or remodeling to the Premises.

**24. ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Baseball Coaches will conduct random room checks.

**25. INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

**26. PROHIBITED ACTS BY LANDLORD.** Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

**27. ACCOMMODATION.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

**28. DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**29. 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 health department.

**30. COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**31. MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid.

**32. SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**33. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease.

**34. TENANT'S PERSONAL 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 FLORIDA STATUTES CHAPTER 83, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**35. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Inspiration Academy  
7900 40th Ave West  
Bradenton, Florida 34209

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**36. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Florida.

**37. ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**38. SEVERABILITY; WAIVER.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**39. TIME OF ESSENCE.** Time is of the essence with respect to the execution of this Lease.

**40. TENANT REPRESENTATION; CREDIT.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**41. BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**  
Inspiration Academy

**Notice Regarding Security Deposit**

This Security Deposit Notification is given pursuant to Florida Statutes, Chapter 83, Subsection 2 and is given immediately after or within thirty days after the date of signing and delivery of the Lease and Security Deposit described below.

LANDLORD: Inspiration Academy

PREMISES: 3970 75th Street West, Bradenton, Florida, 34209

SECURITY DEPOSIT TOTAL: \$400.00

FINANCIAL INSTITUTION HOLDING SECURITY DEPOSIT:

NAME OF INSTITUTION: Fifth Third Bank

NOTIFICATION: Tenant is hereby notified by receipt in person of this writing, that: The Security Deposit (i) is commingled with the security deposits of other tenants and is held in a separate, non-interest bearing account with a Florida banking institution for the benefit of Tenant; and therefore there is no applicable interest rate or timing of payment of interest thereon of which to advise, (ii) is held at a depository or financial institution, the name and address of which is specified above, and (iii) is governed, among other provisions, by Florida Statutes Section 83.49(3), a copy of which is attached.

Florida Statutes Section 83.49(3)

(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 30 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 the 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 the party's 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 section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, 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).