

RESIDENTIAL LEASE

THIS LEASE entered into the 27th day of January, 2014, by and between **THE CITY OF LEESBURG, FLORIDA**, hereafter known as "Lessor," and **RACHEL BLEDSOE**, unmarried, hereafter known as "Lessee,"

WITNESSETH:

Lessor hereby leases to Lessee the residence and appurtenances thereto situated in the County of Lake and State of Florida, and more particularly described as Lot 77, OVERLOOK AT LAKE GRIFFIN, a subdivision in the City of Leesburg, Florida, according to the plat thereof recorded in Plat Book 54, Page 20, Public Records of Lake County, Florida, street address 2218 Aitkin Loop, Leesburg, Florida 34748. As used herein, the term "premises" shall refer to the above described real property and to any improvements located thereon from time to time during the term of this Lease.

USE

The Premises shall be occupied only as a private dwelling or residence by the Lessee and those persons listed below as additional occupants of the Premises, all of whom by occupying the Premises agree to be bound by the terms of this Lease. No improper, offensive or illegal use shall be made of the Premises, Lessee shall not permit the violation of any zoning, land use, environmental, sign control or other ordinance or law of the State or Federal government or any local government having jurisdiction over the Premises, and no loud or obnoxious noise or any other activity shall take place on the Premises which would constitute a nuisance to surrounding residents. If Lessor is made party to any code enforcement or other proceeding arising out of the misconduct of anyone at the Premises during the term, Lessee shall reimburse Lessor in full for all costs and expenses incurred in connection therewith, including reasonable attorney's fees.

SECURITY DEPOSIT

In consideration of this Lease and the covenants and promises contained herein, Lessee has placed a security deposit with Lessor in the amount of \$-0- to be applied by Lessor toward any damages to the Premises or any costs or expenses incurred by Lessor as a result of any breach of this Lease by Lessee or any other conduct of Lessee. Lessor may retain the security deposit as a cancellation charge or as liquidated damages if Lessee fails to take occupancy of the Premises as agreed or violates any of the terms of this Lease, or Lessor may apply all or any portion of the security deposit to the cost of cleaning or repairs due to Lessee's misuse of the Premises or any furnishings or appliances therein, or Lessee's failure to maintain the Premises, reasonable and ordinary wear and tear excepted. Any portion of the security deposit remaining after deducting such costs shall be returned to Lessee, usually within 30 days, after the Premises are surrendered to Lessor's possession. Lessee shall not receive any interest on the security deposit while it is held by Lessor, and Lessor shall be entitled in addition to retention of the security deposit to pursue all remedies to collect any damages suffered by Lessor as a result of any breach of this Lease by Lessee, including but not limited to reasonable court costs and attorney's fees. At Lessor's option the security deposit may be placed into an interest bearing account with the interest earned to be the property of Lessor. **AT NO TIME SHALL THE SECURITY DEPOSIT BE CONSTRUED OR APPLIED AS RENT.**

TERM

The term of this Lease shall commence as of January 27, 2014, and end at the hour of midnight on the last day of June, 2014. Lessee shall deliver up possession of the Premises to Lessor at the end of the term unless this Lease has been extended before that by a written agreement between the parties, or Lessee has exercised the option to purchase contained in this Lease. If Lessee holds over after the end of the term without exercising the purchase option, the resulting tenancy shall be considered a tenancy at sufferance without a definite duration, to be governed however by those terms of this Lease which do not relate to the length of the term, or the amount of rent.

RENT

No rent shall be due until May 1, 2014. Beginning May 1, 2014, Lessee shall pay Lessor, without demand, rent in the amount of \$700.00 per month, in advance on the first day of each calendar month. Rent shall be paid to Lessor at 501 West Meadow Street, Leesburg, Florida 34748, or in such other place as Lessor may direct in writing from time to time. There will be a five day grace period from the date rent is due, during which there will be no late charge. If the rent is not actually received by Lessor on or before the 5th day of the month, a \$10.00 charge will be added to the amount due. From the 10th day forward, additional late charges of \$1.00 per day will be assessed. If rent is not actually received on or before the 15th day of the month, a notice to pay the rent or surrender possession of the Premises within 3 additional days will be served. If any rent check is returned due to insufficient funds, Lessor shall have the right to insist that all future rent payments be made by cashier's check or money order. Any rent or other amount due Lessor hereunder which is not paid when due shall bear interest at the rate of 18% per year until paid in full. A portion of the rent will apply to the option to purchase as provided below.

REMEDIES FOR NONPAYMENT OF RENT

If the rent is not paid within the five day grace period, then in addition to the late charges set forth above, Lessor shall have the option to either:

(a) terminate this Lease and recover possession of the Premises from Lessee for Lessor's own account, and recover from Lessee the rent specified in this Lease for the remainder of the term, reduced to present value at a discount rate of 4%, or

(b) resume possession and re-rent the Premises for the remainder of the term, and recover from Lessee any difference between the rent specified in this Lease and the rent being received by Lessor as a consequence of the re-renting of the Premises.

REMEDIES FOR OTHER DEFAULTS

If either party breaches any part of this Lease other than by nonpayment of rent, and such breach remains in existence for more than 7 days after written notice specifying the performance required to cure the breach is given to the defaulting party, the aggrieved party may institute legal action to terminate this Lease, or may seek specific performance, without thereby waiving any right to recover any damages suffered as a result of the breach, including court costs and attorney's fees.

MAINTENANCE

Lessee agrees: to care properly for the lawn, trees and shrubs, and other vegetation and to replace any that require replacement during the term; to be responsible for any damages to the Premises caused by Lessee or any occupant of the Premises named herein, or anyone on the Premises with the consent or at the sufferance of any of them; to be responsible for any stoppage of wastewater lines chargeable to Lessee's use and occupancy, breakage to any water lines as a result of freezing, and ordinary maintenance such as the replacement of heating or air conditioning filters, and repair of leaky faucets. Lessee shall also be responsible for repairing the heating and air conditioning systems, the plumbing, all windows and doors, and the entire interior of the Premises and any outbuildings.

Lessor shall be responsible for all major and minor repairs, and maintenance of the exterior of the home, including but not limited to leaking roofs, exterior damage, sewer or septic tank/drain field problems, exterior and interior painting, and the like. The cost of any repairs necessitated by misuse or abuse of the Premises by Lessee or Lessee's invitees, licensees and guests, shall be charged to Lessee. During the term, Lessor will be making various repairs and improvements to the premises, and Lessee agrees to grant reasonable access to Lessor and its agents, employees and independent contractors for that purpose, during normal working hours.

Nothing in this section shall apply to damages resulting from fire or other casualty.

DAMAGES DUE TO CASUALTY

Lessee shall notify Lessor at once of any damage to the Premises resulting from fire or other casualty. Lessor shall then have the option either to repair the Premises with an abatement of rent until repairs are completed, or to cancel this Lease, and if Lessor elects to cancel this Lease then Lessee shall surrender possession of the Premises at once and shall have no further obligations to pay rent.

If the casualty damage is due to a cause other than the acts or omissions of Lessee, then any repairs shall be made at the expense of Lessor. If the damage results from the acts or omissions of Lessee, then Lessee shall be liable for the cost of the repairs or replacements and any other costs associated with the damage, and there shall be no abatement of rent.

OBLIGATIONS OF PARTIES

Lessor's obligations hereunder shall be to provide the Premises to Lessee in clean condition, to respect Lessee's privacy and right to lawful use of the Premises without unreasonable interference, and to otherwise perform and abide by the terms of this Lease.

Lessee's obligations hereunder shall be to keep the Premises and any appliances, furnishings and other personalty of Lessor in clean condition and good repair during the term, not to use any unsafe or improperly wired electrical appliances or to install any unsafe wiring on the Premises, to keep the plumbing and drain lines clean and free from obstruction, not to make any changes or alterations to the Premises without the prior, written consent of Lessor, to report promptly to Lessor any defects or damages to the Premises or any personalty of Lessor therein, to pay for cleaning or repairs necessitated by the misuse of the Premises, to return the Premises and any personalty of Lessor at the end of the term in good and clean condition, and to otherwise perform and abide by the terms of this Lease.

UTILITIES

Lessee shall pay for all utility service to the Premises and shall indemnify Lessor and hold Lessor harmless from and against any loss or damage by reason of Lessee's failure to pay any utility bill when due or to take proper care of any municipal equipment which is part of any utility service.

HAZARDOUS SUBSTANCES

Lessee shall not manufacture, store, transport, dispose of or otherwise have on the Premises for any reason any toxic or hazardous substance, as defined in CERCLA and other Federal and State laws governing environmental contamination. Lessee shall indemnify Lessor and hold Lessor harmless from and against any loss or damage, including attorney's fees and court costs, and any penalties, fines, assessments or cleanup costs, arising out of any breach or default by Lessee under this provision.

PETS

No pets shall be allowed to reside at the Premises without the prior, written consent of Lessor. If consent is given for pets, Lessee shall follow strictly the terms of all animal control laws and ordinances, and failure to do so shall constitute grounds for eviction.

LIABILITY AND INSURANCE

Lessee shall obtain and keep in force insurance, in the full insurable value of the improvements, providing coverage jointly to Lessor and Lessee as their interests may appear, against damage to or destruction of the premises by fire, windstorm, or other casualty. Lessee shall also obtain and keep in force a policy of public liability insurance covering both Lessor and Lessee, with a waiver of subrogation in favor of Lessor, having limits of not less than \$500,000.00 per person, \$1,000,000.00 per occurrence, and \$100,000.00 for damage to property, insuring against death, personal injury or damage to property. Lessor shall be provided annually with certificates showing these

policies to be in force for the coming lease year, and failure to keep in force all required insurance shall be a material breach of this Lease by Lessee.

Lessor shall not be liable for damages or losses to person or property on the Premises arising out of theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of other persons, or any other causes whatsoever, including the negligence of the Lessor or Lessor's agents, servants or employees. All insurance policies on the Premises are for the benefit of both Lessor and Lessee, provided that all proceeds shall be used to repair and restore the premises with any excess proceeds payable to Lessor.

TAXES

Lessee shall pay all real property taxes and special assessments against the Premises. Lessee shall also pay any taxes due on Lessee's personal property kept at the Premises and shall also be responsible for paying any sales taxes due on the rent paid under this Lease.

HOLDING OVER

Lessee shall pay to Lessor, in addition to the rent, a monthly sum equal to 100% of the rent for each month that Lessee remains in possession of the Premises after being notified to move out, with partial months being prorated on a daily basis. Lessee shall acquire no rights by holding over and shall be subject to all legal or equitable remedies available to Lessor. Any renewal of this Lease must be in writing and signed by both parties. Under no circumstances shall renewal or exercise of the purchase option be assumed from the fact of continued occupancy by Lessee after termination or expiration of this Lease.

ASSIGNMENT OR SUBLEASE

Lessee shall not assign this Lease or sublet the Premises without the prior, written consent of Lessor. As a condition of approving any assignment or subletting, Lessor may require the proposed assignee or sublessee to submit financial and background information and references, however despite any such information submitted the decision to approve or disapprove the proposed assignment of subleasing shall be within the sole and unfettered discretion of Lessor.

RIGHT TO INSPECT

Lessor shall have the right to enter and inspect the Premises at all reasonable hours, and the right to come onto the Premises to make necessary repairs.

TIME

Time is of the essence of this Lease. Each and every covenant and condition herein is deemed to be material and substantial for the purpose of this provision.

LITIGATION

In any litigation hereunder, in addition to any other relief granted, the prevailing party shall be entitled to recover its reasonable court costs and attorney's fees. The parties agree that proper venue for any action arising out of this Lease shall be Lake County, Florida, and that the courts of Lake County, Florida shall have jurisdiction over any such action or proceeding.

NATURE OF AGREEMENT

This Lease sets forth the entire agreement of the parties. It supersedes and takes precedence over all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Lease and to have been extinguished to the extent not specifically set forth herein. Neither party to this Lease has signed it in reliance on any representation or promise which is not set forth specifically in this Lease. Should any provision of

this Lease be declared void or unenforceable by a court, that portion shall be severed herefrom and the remainder of this Lease shall continue in full force as if executed originally without the portion found void. This Lease may not be amended orally, by course of conduct or in any other manner than by a written instrument signed by all parties hereto.

NOTICES

Any notice permitted or required by this lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor at the address specified for payment of rent.
- B. To Lessee by mailing or delivery to Lessee at the leased premises.

COVENANTS

The covenants attached as Exhibit "A" to this Lease shall apply to Lessee's occupancy of the Premises, are a material part of this Lease, and are incorporated specifically into this Lease.

LIENS

Lessee shall keep the premises free and clear of all liens for labor, services or materials provided to the premises. If any lien is filed, Lessee shall remove the lien either by payment in full, or transfer to bond, within 30 days of the date the lien is filed. Lessee may The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

ALTERATIONS AND IMPROVEMENTS

No alterations or improvements to the premises shall be made by Lessee, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized alterations or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, and all other personal property of the Lessee including but not limited to signs shall be removed and all damage to the premises caused by such removal shall be fully repaired at Lessee's expense.

OCCUPANTS

The following persons shall occupy the Premises. Occupancy by persons not listed shall constitute a breach of this Lease and entitle Lessor to cancel this Lease unless prior, written permission has been obtained:

Rachel Bledsoe, Alonti Richardson (daughter), and Wayne Darisaw, Jr. (son)

SPECIAL CLAUSES

In addition to the foregoing, the following shall apply to this Lease:

Lessee shall comply fully with all terms, conditions, covenants, rules and regulations applicable to the premises under any declaration of restrictions applicable to the premises.

EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS-IS," "WHERE-IS" CONDITION, WITH ALL FAULTS.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

OPTION TO PURCHASE

If Lessee is not at the time in default under any term, condition or covenant of this Lease, Lessee shall have the option to purchase the premises, for a sales price of \$134,000.00. Lessee shall be eligible for down payment assistance according to the rules of the State Housing Initiative Partnership (SHIP) program, upon timely and proper application. This option must be exercised by written notice to Lessor, given at least 30 days prior to Lessee's desired closing date, at any time during the term of this Lease. Lessee shall be responsible for paying all closing costs including but not limited to title examination, title insurance, recording fees and documentary stamp taxes. Lessor shall be responsible only for payment of fees due its own attorney in the transaction. Closing will take place at a location within Lake County, Florida, selected by Lessor.

Title at closing must be insurable, provided however that any defects or exceptions which are the result of acts or omissions of the Lessee shall not be considered to render title uninsurable, and Lessee shall be obligated to accept title subject to any such defects or exceptions.

IN WITNESS WHEREOF, the parties have set their hands and seals.

WITNESSES (two *required*):

LESSEE:

RACHEL BLEDSOE

LESSOR:

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY