

EXCLUSIVE LEASING/MANAGEMENT AGREEMENT

This **AGREEMENT** made and entered into this ____ day of _____, 2006, by and between The City of Leesburg, Florida, a municipal corporation (hereinafter referred to as "Owner") and Parent Management Company, Inc. (hereinafter referred to as "Property Management").

WHEREAS, Owner owns that certain real estate property described as follows, Kristen Court Apartments, Leesburg, Florida 34748 according to the plat thereof recorded in Plat Book _____, Page _____, Public Records of Lake County, Florida. Together with all fixtures, landscaping, improvements, and appurtenances (all being hereinafter collectively referred to as the "Property"), as more particularly described in Exhibit "A", which is attached and incorporated by reference herein.

WHEREAS, Owner desires to retain Property Management Company as Owner's agent to exclusively rent, lease, operate, and manage the Property for and in behalf of the Owner.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM: Property Management Company shall have the exclusive right to lease and manage the Property for the Period of one (1) year, beginning on the ____ day of _____ through _____. The Owner may in its sole discretion, agree to renew this Agreement for two (2) additional one (1) year terms. Notwithstanding, Owner reserves the right to cancel this Agreement by providing Property Management thirty (30) days written notice.

2. LEASES: Property Management is authorized to enter into a lease of the Property on Owner's behalf at a minimum monthly rental rate of \$_____ per month. Any such lease will be in writing on the lease form attached hereto as Exhibit "B" and incorporated by reference herein, or such other form as Owner may later specify. Property Management shall ensure that every such lease is accompanied by the Lease Addendum for Drug-Free Housing attached as Exhibit "C" and incorporated by reference herein. Property Management agrees to have each Lessee execute the Lease Addendum for Drug-Free Housing at the same time each Lessee executes the Lease Agreement.

3. MANAGEMENT COMPANY'S AUTHORITY: The Owner hereby gives the Management Company the following authority and powers:

A. To exclusively advertise the Property for rental and to display "For Rent" signs thereon; to sign, renew, and cancel leases for the Property; to collect rents due or to become due and give receipts therefor; to terminate tenancies and to sign and serve such notices as are appropriate; to institute and prosecute actions; to evict tenants and to recover possession of the Property; to sue and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or lawsuits or reinstate such

tenancies.

B. To hire, discharge and supervise all contractors and/or employees required for the operation and maintenance of the Property; it is agreed that any employees hired shall be deemed employees of the Management Company and not the Owner.

4. MANAGEMENT COMPANY'S RESPONSIBILITIES: Management Company shall be responsible for performing duties for the Owner, including, but not limited to, the following:

- A. Rent Collection:** Collection of rents/assessments; sign and send rent receipts; maintain rent collection records; collect late rents and charges; inform Owner of late rents; prepare late rent notices; serve late rent, pay or quit any unlawful detainer notices on tenants; serve rent increases and tenancy termination notices; deposit rent collections to City's Finance Department; and recommendations about rental rates.
- B. Maintenance:** Conduct monthly drive-by inspections; conduct monthly interior inspections; provide renter of unit violation notices when applicable; manage lawn care services contract; maintain parking area; and provide Owner with monthly Inspection Reports.
- C. Repairs:** Accept tenant complaints and repair requests; inform Owner of maintenance and repair needs; categorize and maintain written log of tenant complaints; plumbing stoppages including garbage disposal stoppages/repairs; faucet leaks/ washer replacement; toilet repairs; stove burners/hinges/knob replacement or repair; appliance repair; outlet repair/replacement; heater thermostat repair; window repair/replacement; painting (interior/exterior); handle all other routine maintenance and repairs; coordinate repairs with contractors as needed (with Owner approval for jobs over \$250.00); and consultation on major replacements, additions or remodeling.
- D. Property Turnover:** Inspect rental when tenant moves in and/or out; general cleaning of unit after tenant moves out; clean floors, carpets and rugs; paint walls, baseboards, ceiling, lights and built-in shelves; clean kitchen cabinets, counter-tops, sinks, stove, oven, and refrigerator; clean bathtubs, showers, toilets and plumbing fixtures; and repair doors, windows, window covering and mini-blinds, if applicable.
- E. Other Responsibilities:** Provide Management Company's phone number to tenants as an emergency contact; within reason, Management Company shall respond to emergencies at anytime; meet or call Owner weekly to consult on the job priorities and give updated reports on status of residents and management priorities; submit weekly time sheets to the Owner detailing daily/weekly activities, materials purchased, and receipts.

5. **COMPENSATION:** Property Management Company shall be compensated as follows: 12% of Monthly Rent collected. No compensation is provided when the property is not rented. The Management Company shall collect all rents for the month. The Management Company shall then make a monthly payment to the Owner. The payment to the Owner shall include all monies collected minus the 12% management fee deducted and deductions for any expenses approved in writing by the Owner during the period. This payment shall be made to the Owner by the 15th of each month. Accompanying the payment to Owner shall be a detailed statement listing collections, fees, expenses, and rent delinquencies.

6. **AUDITS:** Property Management shall maintain all books and records customarily used in this type of operation in accordance with generally accepted accounting practice and standards. The Owner shall have the right to audit Property Management's rent and expenses receipts and other related records to ascertain or verify the amount of rent paid and expenses incurred. Records or books necessary for an audit shall be kept in Lake County, Florida, or made available in Lake County, Florida within 5 business days of a written audit request. In the event an audit reveals any underpayment by Property Management to the Owner, Property Management agrees to: (1) upon demand from Owner, pay Owner the amount of the underpayment; (2) pay interest on the underpaid amount at the statutory rate; and (3) pay the cost of the audit. In the event an audit reveals any overpayment by Property Management to Owner, the City agrees to: upon demand from Property Management, pay Property Management the amount of the overpayment.

7. **NON-DISCRIMINATION:** Owner and Property Management Company are subject to State and Federal Civil Rights and Discrimination Laws, which prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap, or national origin. Neither Owner nor Property Management Company will perform any acts, which have the effect of discrimination against any person in violation of law, and Property Management will comply with all applicable Fair Housing laws in the rental of the units.

8. **REPAIRS:** Property Management Company is authorized to make such emergency repairs to the property, as Property Management reasonably believes to be necessary to protect the property from damage or to maintain services to a tenant for which a lease provides. Property Management may also authorize and make repairs without Owner approval if the repair cost less than \$250.00. For all other repairs, Property Management must first obtain written approval from Owner prior to making such repairs. Expenses incurred by Property Management for repairs as required herein shall be deducted from the rents collected from tenants.

9. **INSURANCE ON PROPERTY:** The General Terms & Conditions, including, but not limited to, the insurance requirements, located on pages 8 through 11 of RFP No. 70022 are incorporated by reference herein.

10. **SPECIAL CONDITIONS:** The Special Conditions located on pages 14 through 16

of RFP No. 70022 are incorporated by reference herein.

11. RECEIPT AND PAYMENT OF FUNDS: Property Management Company is authorized to deposit all rent received from the Property in an account maintained by Property Management for that purpose. Security deposits shall be held and disbursed in accordance with the Florida Residential Landlord Tenant Act.

12. MISCELLANEOUS CHARGES: Property Management Company is authorized to charge and collect from the tenant(s), charges of late payment of rent, bad check processing, credit reports and such other matters as Property Management may deem necessary.

13. OTHER PROVISIONS:

A. Binding Effect, Entire Agreement, Modification, Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement constitutes the sole and entire Agreement between the parties hereto, as amended and initialed by both parties and no additional modifications or assignment of this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

C. Time of Essence. Time is of the essence of this Agreement.

D. Terminology. As the context may require in the Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

E. Responsibility to Cooperate. All parties agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

F. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

Owner's Information:

The City of Leesburg, Florida
c/o Ron Stock, City Manager

501 W. Meadow Street
Leesburg, Florida 34748

Property Management's Information:

Parent Management Company, Inc.
c/o Barbara Magalski
613 S. 12th Street
Leesburg, Florida 34749

All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

G. Codes, Laws, and Regulations. Property Management shall comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

H. Permits, Licenses, and Fees. Property Management shall obtain and pay for all permits and licenses required by law that are associated with the Property Management 's performance of the Services required herein.

I. Access to Records. Property Management shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the Owner during Property Management's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice. Property Management understands and agrees that all records pertaining to this Agreement are public records and as a result, Property Management shall comply with applicable Florida Public Records laws.

J. Contingent Fees Prohibited. The Property Management warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Property Management, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Property Management any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the Owner shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

K. Independent Contractor. Property Management agrees that it is an independent contractor and not an agent, joint venturer, or employee of the Owner, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the Owner to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the Owner to Property Management. Property Management will be responsible for paying its own employees and its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. Property Management shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

L. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

M. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Property Management and the Owner.

N. Attorneys' fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, in any appellate proceeding, in any administrative proceeding, or any proceeding in bankruptcy or insolvency.

O. Indemnification. Property Management agrees to indemnify Owner and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of the negligence of Property Management in the performance of its duties under this Agreement, or any act or omission on the part of Property Management, his agents, employees, or servants, including, but not limited to, violations of applicable law by Property Management. Property Management shall defend, indemnify, and save harmless the Owner or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the Owner or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of Property Management's duties under this Agreement, or through the negligence of Property Management in the performance of its duties under this Agreement, or through any act or omission on the part of Property Management, his agents, employees, or servants.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“Owner”

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor / Commissioner

Attest: _____
City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

“Property Management”

PARENT MANAGEMENT COMPANY, INC.

By: _____
Barbara Magalski, President

Date: _____

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EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
FORM LEASE

THIS LEASE entered into the _____ day of _____, 2006, by and between _____, hereafter referred to as "Lessor", and _____, hereafter referred to 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 {insert address _____}, 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 violate or 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 the community of to surrounding residents. Lessee(s) shall not keep or store any items on patios except patio or outdoor furniture, and nothing can be kept or stored outdoors on the grounds or parking areas. Lessee(s) shall not store abandoned or inoperable vehicles on the premises. If any such vehicles are found on the premises, the vehicles will be tagged and towed in accordance with applicable City ordinances, and a notice of noncompliance will be sent to the Lessee, which if not complied with will result in termination of this Lease. 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.

CIVIL AND CRIMINAL BACKGROUND INVESTIGATIONS

Lessee(s) hereby expressly consent(s) to a civil and criminal background check. Lessee(s) further consent(s) and expressly give permission to Lessor for contacting employers or other references provided by Lessee(s). Lessee(s) acknowledges and understands that if the background check discloses any convictions or adjudications of guilt for a felony, a drug related crime or crime of violence whether or not a felony, or any crime involving moral turpitude, the lease may be canceled by giving 30 days written notice

regardless of its stated term. Likewise any convictions or adjudications of guilt for a felony, a drug related crime or crime of violence whether or not a felony, or any crime involving moral turpitude after the lease takes effect will be grounds to cancel the lease with the same 30 day notice. Furthermore, Lessee(s) expressly represent, for the benefit and reliance of the Lessor, that all tenants are United States Citizens or are living in the United States legally. If the background check discloses that any Social Security or Taxpayer Identification Number required below is false or fraudulent, or that any Lessee(s) is not a citizen or legally residing in the United States, this Lease may be canceled by giving 30 days written notice. If any tenant not a citizen who was legally in the United States at the time this Lease is signed later loses legal status and is residing in the country unlawfully, this Lease may be canceled on 30 days written notice. Lessee(s) represent(s) that he or she is not a registered sex offender and that if that representation proves false or if a tenant becomes a registered sex offender after this Lease goes into effect, the Lease may be canceled on 30 days notice.

DRUG-FREE HOUSING

Lessee agrees to abide by the terms and conditions of the Lease Addendum for Drug-Free Housing, which is attached hereto and incorporated by reference herein.

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 \$_____ 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 on _____, 200__, and end at the hour of midnight on_____. 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. If Lessee holds over after the end of the term, 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

Lessee shall pay Lessor, without demand, rent in the amount of \$_____ per month, in advance on the first day of each calendar month. Rent shall be paid to Lessor at _____, 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.

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. Delay or failure by Lessor to enforce any term, condition or covenant of this Lease, or to insist on strict performance by Lessee, or to exercise any right or remedy hereunder, at law or in equity, in the event of a breach or default by Lessee, shall not constitute or be interpreted as a waiver by or estoppel against Lessor with respect to the exercise of any right or remedy, or as to the ability of Lessor to require strict performance by Lessee, in the event such default by Lessee continues or recurs, or in the event of a subsequent default by Lessee. Acceptance of rent by Lessor shall not be deemed to waive any default of Lessee or to affect the ability of Lessor to enforce its rights with respect to such default, nor shall acceptance by Lessor of partial payment of rent bar Lessor from resorting to any remedy, including termination of this Lease and eviction of Lessee, if the remaining rent due is not timely paid.

MAINTENANCE

Lessee acknowledges having inspected the Premises and having found them suitable for use and occupancy, and therefore agrees to accept the Premises in their present condition and as part of the consideration for this Lease at the specified rental amount.

Lessee agrees: 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 sewer lines chargeable to Lessee's use and occupancy 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 plumbing, all windows and doors, and the entire interior of the Premises.

Lessor shall be responsible for major repairs and maintenance of the exterior of the home, such as leaking roofs, exterior damage or problems not caused by the acts or omissions of Lessee, exterior 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 against the security deposit and any excess amount shall be recoverable in full from Lessee.

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, and a special pet deposit and pet addendum shall be required.

LIABILITY AND INSURANCE

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. Lessor's insurance policies on the Premises are for the exclusive benefit of Lessor and Lessee shall have no claim to any proceeds payable thereunder. Lessee should insure all of Lessee's own personal property against such losses and should also obtain a renter's policy of liability insurance for Lessee's own protection.

TAXES

Lessor shall pay all real property taxes and special assessments against the Premises. Lessee shall 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 be assumed from the fact of continued occupancy by Lessee after termination or expiration of this Lease.

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: _____.

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 or 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 and to inspect for pest control.

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. A failure or delay by Lessor in exercising any right, power or privilege in respect to this Lease shall not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by Lessor of any right, power or privilege shall not be presumed to preclude any subsequent or further exercise of that or any other right, power or privilege.

SPECIAL CLAUSES

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

BY SIGNING THIS RENTAL AGREEMENT THE LESSEE 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 LESSEE'S PERSONAL PROPERTY.

type or print name

Social Security Number

Federal Tax Identification Number

EXHIBIT “C”
LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Lessee agree as follows:

1. Lessee, any member of the Lessee’s household, or a guest or other person under the Lessee’s control shall not engage in criminal activity, including “drug-related criminal activity” on or near project premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

2. Lessee, any member of the Lessee’s household, or a guest or other person under the Lessee’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

3. Lessee or members of the household will not permit the dwelling unit 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. Lessee or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

5. Lessee, any member of the Lessee’s household, or a guest or other person under the Lessee’s control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE 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 a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the lease executed or renewed this day between Lessor and Lessee.

DATE:

DATE:

LESSOR

LESSEE