

Initials Resident \_\_\_\_\_

Initials Manager \_\_\_\_\_



## LEASE AGREEMENT

**NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE**

Date: \_\_\_\_\_

Apartment Community: 109 Tower (the "Community")

Tenant: Name: \_\_\_\_\_ (herein, "you" or "your")

Social Security No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Bedroom: \_\_\_\_\_

Landlord/Owner: RRAC University Apartments, LLC. (the "Owner" or "us," "we" or "our" and any reference to us includes our Manager) Owner's Address: 737 S. W. 109<sup>th</sup> Ave Miami, FL 33174

Property Manager: EDR Management Inc. ("Manager")

Lease Term: \_\_\_\_\_ ("Starting Date") to \_\_\_\_\_ ("Ending Date")

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT. NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

**1. LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "Bedroom") in a \_\_\_\_\_ bedroom apartment, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "Common Areas"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "Apartment." In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "Mail Box"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within 30 days of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.

**2. LEASE TERM:** The Lease starts on the Starting Date, and ends at 12:00 p.m. on the Ending Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

### **3. RENT, ADDITIONAL RENT AND DEPOSITS:**

Your "Rent" for the Term is \$ \_\_\_\_\_ (plus incidental additional rent as identified in this Lease and applicable sales taxes). It is payable in \_\_\_\_\_, (\_\_\_\_) equal installments of \$ \_\_\_\_\_ payable as follows; the first installment due on July 15<sup>th</sup>, \_\_\_\_\_, with remaining installments due on or before the 1<sup>st</sup> day of each month beginning September 1. Total Rent: \$ \_\_\_\_\_

With the exception of the first installment, you will pay us the "Rent Installment," which is composed of the Base Rent and other incidental charges, on or before the 1<sup>st</sup> day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us.

If your Rent is not paid by 10:00 AM on the third (3<sup>rd</sup>) day of the month, your Rent is late and you will pay **\$30.00** as additional rent to your Base Rent. In addition, beginning with the sixth (6<sup>th</sup>) day after the due date for payment of a Rent Installment, you will pay additional late rent of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

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Security Deposits and Advance Rent: If you have paid a security deposit or advance rent, the following provisions may apply:

- a. We will hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for your benefit. If we deposit the money in an interest bearing account, we must pay you interest of at least 75% of the annualized average interest paid by the bank, or 5% interest per year simple interest, whichever we choose. We cannot mix such money with any of our other funds or pledge, mortgage or make any other use of such money until the money is actually due to us; or
- b. We must post a surety bond in the manner allowed by law. If we post the bond, we shall pay you 5% interest per year. At the end of the lease we will pay to you, or credit against rent, the interest due to you. No interest will be due to you if you wrongfully terminate the Lease before the end of the Lease Term. If we change the manner or location of the security deposit we will notify you within 30 days.

**4. APPLICATION OF PAYMENTS:** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid additional rent, dishonored check service charges in the amount of **\$30.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Base Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

**5. UTILITIES:** We will furnish the following utilities (through independent third party providers) if checked:  Cable TV,  Electricity,  Gas,  Water,  Sewer,  Garbage Removal,  Telephone. If the utility services invoice for the Apartment is in excess of **\$30.00** per Bedroom, the excess charges will be equally divided among the residents of the Apartment. Your portion of the excess of the utility services invoice will be due within five (5) days upon receipt of invoice. Resident also agrees to pay estimated utility overage in excess of allowance, for the last month of the Term with your last installment. The estimated overage will be based on the previous month's overage. Any difference in the actual overage will be billed and/or refunded to the resident. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

**6. INTERNET:** We provide internet service as a separate service from the utilities provided in this Lease. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 5.**

**7. RELOCATION:** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. We reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$200.00 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

**8. NON-REFUNDABLE SERVICE FEE:** In addition to the Rent you agree to pay, a one-time non-refundable service fee of \$175.00 for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

**9. FURNISHINGS:** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

**10. RIGHT OF ENTRY:** We have the right, as do our agents, to enter the Apartment and your Bedroom at any time without notice in the event of an emergency and at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, with 24-hours advance notice to you, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers or representatives of insurance or lending institutions. **You may not change any locks.**

**11. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT:** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lightning, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us and the Community's lender(s) described in paragraph 28, harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this Lease or otherwise. Any property you keep or store at the Community is at your own risk.

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**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

**12. DAMAGE OR DESTRUCTION OF PREMISES:** If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to move you to similar accommodations within the Community and repair and restore your Bedroom. In the event relocation is impossible, we may, if necessary, terminate the Lease. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

If the Premises are damaged or destroyed other than by wrongful or negligent acts of you or persons on the Premises with your consent, so that the use of the Premises is substantially impaired, you may terminate the Lease within 30 days after the damage or destruction and you will immediately vacate the Premises. If you vacate, you are not liable for rent that would have been due after the date of termination. You may vacate the part of the Premises rendered unusable by the damage or destruction, in which case your liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

**13. DEFAULT:**

A. Tenant's Default: You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within ten (10) days of our execution of this Lease. You fail to provide proof of general liability insurance coverage ten (10) days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
- j. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- k. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
- l. **Limited Cure Rights:** For failure to provide a security deposit or guarantor, or a non-monetary default that does not involve any violation of fire, health or criminal laws, or destruction of property, or actual or threatened bodily harm, so long as such default can be cured, we will permit you a period of five (5) days to cure such default before we exercise any of our remedies under this Lease.

B. Landlord's Default: We will be in default if we:

1. Fail to comply with our required maintenance obligations under section 16;
2. Fail to comply with other material provisions of the Lease and such failure continues for more than 7 days after you deliver a written notice to us that tells us how we have violated the Lease.

If our failure to comply is due to causes beyond our control and if we have made, and continue to make every reasonable effort to correct the problem, the Lease may be altered as follows:

1. If our failure to comply makes the Premises uninhabitable and you vacate, you shall not be liable for rent during the period the Premises remains uninhabitable.
2. If our failure to comply does not make the Premises uninhabitable and you continue to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

**14. REMEDIES:**

A. Landlord's Remedies: If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;

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- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.
- i. As to a default for failure to provide a guaranty or security deposit, within fifteen (15) days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of two months' Rent, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

**B. Tenant's Remedies:**

- a. If we have defaulted under the Lease and if you have given us a written notice describing the default and your intention to withhold rent of the default is not corrected within 7 days; you may withhold an amount of rent equal to the loss in rental value caused by the default.
- b. If your notice advises us that you intend to terminate the Lease if the default is not cured within 7 days and the default is not cured within the 7 days, you may terminate the Lease.
- c. If you have given the notice referred to in subparagraph (1) above, and if we have not corrected the default within 7 days, you may, in addition to withholding the applicable amount of rent, file a lawsuit in the county court to require us to correct the default and for damages.
- d. If our default makes the premises uninhabitable, and if you have given us a notice describing the default and informing us that you intend to terminate the Lease, then if we do not cure the default within the 7-day period, you may terminate the Lease at the end of the 7 days.

**The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.**

**15. RULES AND REGULATIONS:** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("Rules and Regulations"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

**16. CONDITION OF PREMISES:**

A. **Acceptance of Apartment:** An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY, WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

B. **Duty to Maintain:** You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.

C. **Responsibility for Damages:** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

**17. RIGHT OF REFUSAL:** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal

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shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

**18. YOUR DUTIES UPON TERMINATION:** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

**19. CONSENT TO JURISDICTION:** This Lease has been entered into in the County of Miami-Dade in the state of Florida. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Miami-Dade County, Florida.

**20. GOVERNING LAW:** Florida law applies to this Agreement without regard for any choice-of-law rules that may direct the application of the laws of any other jurisdiction. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

**21. SEVERABILITY:** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**22. ATTORNEE FEES:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**23. ENTIRE AGREEMENT:** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

**24. GENDER AND PRONOUNS:** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner and/or Landlord. Any reference to "you" shall mean the undersigned resident and/or Tenant of the leased Bedroom and the Guarantor where applicable.

**25. HEADINGS:** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

**26. ASSIGNMENT:** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the new resident must take possession of your Bedroom before the assignment will be considered complete.

**27. TIME OF ESSENCE:** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

**28. SUBORDINATION AND RIGHT TO ENCUMBER:** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.

**29. SALES:** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

**30. WAIVER:** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

**31. HOLDING OVER:** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of \$150.00 per day, but in no case in excess of permitted charges under Florida Statute 83.47, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.

**32. NOTICES:** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you, or if you are absent from the premises by posting the notice or demand on the front door of the Apartment. When the notice is of a general nature regarding the premises and applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

Initials Resident \_\_\_\_\_

Initials Manager \_\_\_\_\_

**33. SHUTTLE SERVICE:** We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.

**34. PHOTOGRAPH RELEASE:** You give us and the Community's lender(s) permission to use publish, for promotional purposes, your photograph or photographic image taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy.

**35. RADON GAS:** As required by law, Landlord makes the following disclosure: "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.

**36. 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 Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.

**37. INSURANCE:** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.**

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: \_\_\_\_\_  
Printed Name

OWNER: RRAC University Apartments, LLC.

By: EDR Management, Inc., a Delaware corporation, agent for Owner

BY: \_\_\_\_\_  
Your Signature

BY: \_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

SAMPLE

# 109 TOWER

## RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "Rules and Regulations" for the purpose of preserving the welfare, safety, and convenience of tenants in 109 Tower, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook.

Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure: First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.

2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.

4. Pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:

First: A written warning will be issued to you specifying the complaint and a \$100.00 charge will be assessed against you. The pet must be removed from the Property immediately. You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a \$200.00 charge will be assessed against you, and we may declare the Lease Agreement to be in default.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.

6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.

7. Live decorations such as trees/wreaths are prohibited.

8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.

9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.

10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.

11. If smoking is permitted in the Community, smoking is only allowed in those apartments where all roommates have previously agreed to allow tobacco use. Smoking in the clubhouse/community building or other recreational areas is not allowed. All cigarette butts must be disposed of properly.

12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.

13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.

14. You must comply with posted Rules and Regulations.

15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$50 for each item that we must remove.

16. No gathering, unless sponsored by us, may exceed 10 persons. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.

17. Subject to our right to remove it at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Community – it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your

Initials Resident\_\_\_\_\_

Initials Manager\_\_\_\_\_

actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.

SAMPLE



Initials Resident \_\_\_\_\_

Initials Manager \_\_\_\_\_

**PARENTAL OR SPONSOR GUARANTY**

Apartment Community: 109 Tower (the "Community").

Tenant/Resident: Name: \_\_\_\_\_

In consideration for, and as an inducement to us in making the Lease to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Tenant and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Tenant. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Tenant. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Tenant. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Tenant, any failure to give notice of default to the Tenant or other notices due under the Lease and any duty to give you notice of facts about the Tenant. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Tenant all without any notice to you or effect on your obligations under this Guaranty. Any obligations Tenant has to you are subordinate to Tenant's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Tenant becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within INSERT THE COUNTY NAME HERE County in the INSERT STATE NAME HERE. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: \_\_\_\_\_  
SIGNATURE OF GUARANTOR DATE  
\_\_\_\_\_  
PRINTED NAME OF GUARANTOR

RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, And Grandmother):  
\_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY/ STATE/ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_ CELL PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE OF BIRTH: \$ \_\_\_\_\_  
MONTHLY INCOME:

N O T A R Y \_\_\_\_\_

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, \_\_\_\_\_, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[NOTARIAL SEAL] Notary Public  
My commission expires:

OR

WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE AUTHORIZED PERSON'S PRINTED NAME