

THIS LEGALLY BINDING CONTRACT WAS CREATED BY: *Patrick M. Singer, Esq.*  
12000 N Dale Mabry Hwy. Suite 270 Tampa, FL 33618

## RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. YOU ARE ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, IN THE EVENT YOU FEEL IT TO BE NECESSARY FOR COMPLETE UNDERSTANDING AND COMPLIANCE.

Owner: \_\_\_\_\_

Property Manager/Landlord (Owner's Agent): \_\_\_\_\_

Payment Address: 4501 E COLUMBUS DRIVE TAMPA, FL 33605

Emergency Maintenance Telephone: (813) 831-7368  
(for non-maintenance related emergencies, please call 911)

Tenants: \_\_\_\_\_

Tenants: \_\_\_\_\_

Rental Address (the "Premises"): \_\_\_\_\_

Monthly Rent: \$\_\_\_\_\_ Monthly Rent is due on or before the 1<sup>st</sup> day of each month

Advance Rent: \$\_\_\_\_\_ (for last month of the Lease or any renewals)

Performance Deposit: \$\_\_\_\_\_ Paid on \_\_\_\_\_ (date)

Term of Lease: Beginning \_\_\_\_\_ and expires at 11:59 p.m. on \_\_\_\_\_

Additional Occupants:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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1. TERMS: Tenant shall pay to Landlord rent in the amount of \$\_\_\_\_\_ which is due on or before the 1st day of each month. A late fee of \$100.00 shall be due as additional rent if Tenant fails to make rent payments on or before close of business on the 5th day of the month. If Tenant vacates, FOR ANY REASON (including eviction), prior to \_\_\_\_\_, Tenant agrees to forfeit any such advanced payment, without further notice to Tenant. Any and ALL sums due under the terms of this lease agreement are to be considered as ADDITIONAL RENT due and payable immediately. All monies paid by Tenant to Landlord or Property Manager shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under the terms of this Rental Agreement and then the balance of any monies paid shall be applied to rent due. For all purposes of this agreement, any payment made by personal check is not considered accepted until CLEARED by your bank. If your check is

dishonored, all future payments must be made by certified funds (cashier's check or money order). Dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. The proper way to submit your Rental and Fees payments will be governed by the Online Rental Payment and Maintenance Request Addendum, which is attached hereto and incorporated into this Rental Agreement.

2. RENEWAL: This Rental Agreement has an initial term of (12) months and \_\_\_\_\_ days. Landlord and Tenant agree that Tenant may elect to not renew this Rental Agreement by giving Landlord at least thirty (30) days written notice of its intent to not renew the Rental Agreement at the end of the twelve (12) month term and to vacate the Premises. **If Tenant fails to renew or vacate**, after the twelfth (12<sup>th</sup>) month and \_\_\_\_\_ day, this Rental Agreement will renew on a month-to-month basis with the MONTHLY RENT TO AUTOMATICALLY INCREASE BY 20% to \$ \_\_\_\_\_. Upon renewal, all other provisions of the Rental Agreement, including Tenant's obligation to provide thirty (30) day notice of non-renewal and intent to vacate, shall remain in effect. Termination must fall on the last day of the month and you MUST vacate on the last day of the month or an increase of 20% in the monthly rental amount will be due, with all other provisions of the Rental Agreement, including the provision requiring at least thirty (30) days' notice of Resident's intention to vacate upon the expiration of the lease term, shall remain in effect. There shall be no proration for early vacancy.

3. UTILITIES: TENANT MUST HAVE UTILITIES ON IN HIS OR HER OWN NAME AT THE TIME OF MOVE-IN. In addition to your rent, Tenants are responsible for the payment of any and all utilities, including, but not limited to: **Electricity, Water, Sewer, Garbage and/or Trash collection, Telephone, Cable and Internet**, unless otherwise stated here:

Included in rent: \_\_\_\_ NA \_\_\_\_ Water \_\_\_\_ Sewer \_\_\_\_ Trash \_\_\_\_ Electric \_\_\_\_ Agent Initials

Any special services required from the municipality or agent(s) handling trash and garbage pick-up and requested by Tenants requires pre-approval, in writing, from Landlord or Landlord's Agent. Landlord is not liable for interruption or malfunction in service of any utility due to Tenant's neglect, and may only be liable for abating the rent if such service is not restored within a reasonable time, and the interruption is Landlord's fault. Tenant shall be responsible for furnishing their own heat during winter. Tenant may not occupy the Premises without electric service and shall not allow electricity to be disconnected, for any reason, prior to the end of the rental term or renewal period. If Tenant fails to pay for the utilities that they are responsible for, Landlord may terminate the Lease because of such non-payment, and Tenant will be held liable for the full amount and terms of the Lease. Tenant hereby 'Specifically authorizes the Landlord or Property Manager to charge Tenant for any all unpaid amounts owed to utility providers as additional rent.

4. OCCUPANCY: The aforementioned Tenant(s) and/or Occupant(s) is/are the only person(s) who may occupy the Premises. No other persons may occupy the Premises for more than seven (7) days without Landlord's prior written consent. The Premises are to be occupied solely for the purpose of private housing. You may not assign this Lease or sublet any portion of your unit to anyone without Landlord's prior written consent. Tenants agree to pay landlord an additional \$100.00 per month due on the 1st day of each month, as additional rent, for each additional person, residing at the premises for more than seven (7) days without the prior written consent of the landlord. If you wish to add or remove liable lessee/roommates on your lease agreement, there will be a \$150 admin fee for processing (this does not refer to simple "minor occupants").

5. PETS: Pet(s), may not be kept in, on or about the Premises, without Landlord's prior written consent.

Consent will be in the form of the attached Pet Addendum. The definition of 'pet' includes, but is not limited to: Dogs, cats, fish, birds, rodents, reptiles, insects, and/or any other type of animal. Any unauthorized 'pet(s)' found on the Premises will be presumed to be strays which do NOT belong to Tenant(s) or Occupant(s) and will be reported by LANDLORD to the appropriate government agency for its/their removal. Tenant(s) specifically authorizes LANDLORD to bill tenant(s) a \$250.00 fee and \$10 per day till the pet is removed. These fees are considered as additional rent. As a penalty, if Tenant(s) violates this clause in any way, Tenant(s) agrees to automatically forfeit their entire Performance Deposit without recourse, and without further notice to Tenant(s).

6. DEFAULT: Upon Tenant's default in complying with any term or condition of this Rental Agreement, in whole or in part, or of violation of any relevant statutory law, Landlord shall have the option of terminating this Rental Agreement and accelerate any and all rents due for the remaining term of the Rental Agreement and upon such termination Tenant agrees to forfeit to Landlord any and all rights Tenant may have to their performance deposit without further notice to Tenant. The performance deposit will be kept by Landlord for damages due to the breach of this Rental, and any other physical damages to the premises shall be at the responsibility of the Tenant, in addition to the performance deposit. In any proceeding to enforce this Rental Agreement, Landlord shall recover any and all costs incurred, including reasonable costs and fees, including paralegal and attorney fees.

7. ABANDONMENT: Formal written notice, which includes a provision for timely payment of rent, is required if the Premises will be unoccupied for a period of fifteen (15) days or longer.

8. TERMINATION: Upon termination of this Rental Agreement, Tenant agrees to vacate the premises peaceably and immediately. IF any of Tenant's property is left in the Premises, or on or about the Premises after termination, vacating or abandoning the Premises, or if it is placed in any unauthorized area, Landlord may remove or dispose of the property as provided for by law. Tenant is responsible for the return of the Premises and its appliances in the same working order and condition as when Tenant(s) rented the Premises. If Tenant fails to deliver all keys to Landlord upon vacating the Premises, Tenant shall be accountable for all rents that become due until such keys are delivered to Landlord. Any false information in Tenant's application is automatic grounds for termination of this Rental Agreement.

a. In the event the Premises is sold by Landlord to a third-party or if Landlord enters into a Contract for Sale of the Premises, this Rental Agreement may be terminated by Landlord or the subsequent owner of the Premises upon written notice to Tenant. In no event shall Tenant be provided less than thirty (30) days' notice of his or her need to vacate the Premises.

9. EARLY TERMINATION BY TENANT: Any termination of this Rental Agreement by Tenant shall be governed by the *Choice of Damages Early Termination of Rental Agreement Addendum* which is attached hereto and incorporated into this Rental Agreement.

10. NOTICES: Any notices from us to you shall be deemed delivered when deposited at the post office, addressed to you at the Premises, first class postage prepaid, CERTIFIED MAIL, RETURN RECEIPT REQUESTED; personally delivered to you or someone in your Premises; or, in your absence, left posted in a conspicuous place at the Premises. Any notice from you to Landlord shall be deemed delivered when deposited at the post office, addressed to Landlord, first class postage prepaid, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, or personally delivered to Landlord.

Tenant agrees to provide a phone number and e-mail address to Landlord upon execution of this Lease Agreement and further agrees that contact via phone and electronic mail shall be deemed to be reasonable. Tenant agrees to notify Landlord/Property Manager of any change in phone number, email address or mailing address change within three (3) days of said change.

11. WATER FILLED FURNITURE: Absolutely no water filled furniture will be allowed on the premises without the Tenant first obtaining an insurance policy covering any damages that may occur from such water filled furniture. The policy must name Landlord as the loss payee and additional insured of the policy.

12. LIABILITY: **Landlord and/or Property Manager shall not be liable for any damage, loss or injury to persons or personal property occurring within or upon the Premises whether due to the actions of Tenant(s) or Occupant(s), the actions of other persons, or from any other cause whatsoever. Landlord and/or Property Manager make no representations of any kind to protect you, anyone else, your personal property or anyone else's personal property from the negligent or criminal acts of others, including but not limited to: theft, burglary, vandalism, trespass, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or any other acts of nature.** You are responsible for casualty insurance for your personal property and liability insurance for you and your Occupants. Security for you, your Premises and your belongings is entirely at your risk and is your responsibility. You agree, without recourse, to save and hold Landlord harmless and indemnify them from any and all liability whatsoever, from any actions whatsoever, whether it be the Tenant's fault, Occupant's fault, fault of a third-party, or nobody's fault. This includes any and all personal injuries or losses, including pool related injuries or losses. WE STRONGLY RECOMMEND THAT YOU OBTAIN INSURANCE TO PROTECT YOURSELF.

13. REPAIR: You acknowledge that you have inspected the Premises and are fully satisfied and accept it in its "AS IS" condition, except as otherwise agreed to by you and us in writing prior to signing this Rental Agreement.

- a. You are responsible for the bagging and removal of trash from your Premises to the appropriate collection point and for maintaining your Premises in a clean and sanitary condition.
- b. You are responsible for any and all damages, repairs and maintenance whatsoever to your Premises up to the first \$125.00 in expense, including, but not limited to: electrical, plumbing, sewer blockage, air conditioning and heating, windows, doors, locks and keys. You are to report any and all damages immediately. If you fail to report any and all damages immediately, we shall have the right to do the repairs at your expense as additional rent due and payable immediately and/or terminate your Lease upon 7 days' written notice. You agree that \$50.00 per hour, per person, is a fair hourly fee for landlord to charge you for any repairs performed by Landlord or Landlord's agent, on your behalf.
- c. Air conditioning equipment will be maintained by you, and you must change the filters monthly, or more often if it is necessary for the maintenance of the unit.
- d. We may, at our option, repair, replace or remove any equipment, fixtures, or systems damaged by you at your expense.
- e. You will use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Please note: it has been found that "flushable" wipes have been known to clog plumbing and cannot be flushed in toilets. Tenant will be held liable for damages caused by flushing any wipes down the toilet to include flushable wipes. **Any damage to your Premises or the premises, except for normal wear and tear, caused by you, your family, or your invitees, is at your responsibility and will be corrected, repaired, or replaced at your expense, as additional rent due and payable immediately.**
- f. You agree to immediately notify us of any needed maintenance or repairs. You must provide a minimum of 2 pictures of said maintenance or repairs that includes 1 picture of actual repair request with specific details and 1 pictures labeling the room/area of that repair request. Once you have activated your online tenant portal, you will be able to

upload photos following step-by-step instructions. There will be an additional \$50 deposit/service if not completed. Any delay in this notification that results in excessive or additional damages is at your expense and will be grounds for immediate termination of this Lease agreement and forfeiture of your entire performance deposit.

- g. You shall have three (3) days from the date of occupancy to identify, in writing, any defects to said premises and provide such written defects to Landlord.
- h. Tenant may not, for any reason, reduce the rent for repairs done to the Premises without the prior written consent of the Landlord or Property Manager.
- i. If Tenant(s) and/or Occupant(s) denies access to the premises for any reason He/She will be responsible for the mileage and time to get to the premises.
- j. Windows that are broken for any reason will be repaired by Landlord and the cost of repair will be billed to the Tenant(s).
- k. Please Note: If included in the home the follow items are included as a convenience for the tenant, but Owner/Landlord is under no obligation to repair or replace: washing machine, clothes dryer, microwave and fence.

14. **RIGHT TO ENTER:** Landlord shall have the right to enter the premises for inspection, Tenant maintenance and repair, to show the Premises to prospective purchasers or mortgagees, or for any other legitimate purpose reasonably related to the upkeep and improvement of the Premises, during reasonable hours and with reasonable notice to Tenant. "Reasonable notice" for the purpose of repair is notice given at least twenty four (24) hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 8:00 a.m. and 8:00 p.m. If Tenant falls to permit reasonable access under this Paragraph, Tenant will be in Default.

15. **POSSESSION:** If the Premises is not ready for occupancy on the beginning date of this Lease due to causes beyond Landlord's control, the beginning date of this Lease shall be extended up to 30 days after which the Lease may be voided at either parties option if the Premises is still not available. Any rents will be prorated as appropriate.

16. **USE OF THE PREMISES:** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

17. **ALTERATIONS:** Any changes, alterations or additions that improve the Premises which were obtained without Landlord's prior written consent or paid for by Landlord will become the property of the owner. Any changes, alterations or additions that reduce the value of the Premises, will be corrected and/or repaired at the Tenant's expense as additional rent due and payable immediately.

18. **PERFORMANCE DEPOSIT:** Before you may occupy the Premises, you must pay Landlord the full amount of performance deposit due indicated on the face of this Rental Agreement. You may not apply your performance deposit as rent at any time. It is a good faith deposit for any physical damages to the Premises caused by you or your invitees, and for your full and faithful performance of all terms as set forth

in this Rental Agreement. You agree to forfeit the full amount of your deposit without notice if you violate or otherwise fail to comply with any and all terms and covenants, in whole or in part, of this Rental Agreement. If for any reason Landlord has to evict you from said premises, you authorize Landlord to use said performance deposit for such purposes and you will be held responsible and accountable for any and all damages to the premises in addition to the cost and expenses for said eviction.

19. PEST CONTROL: Tenant(s) are responsible for all pest control, except for rodents and termites, which must be reported immediately via a maintenance request in the tenant portal. If the property is not properly maintained and Landlord must address pest issues (excluding rodents or termites), the Tenant will be responsible for the full cost of the service.

20. DISORDERLY CONDUCT: Tenant and Occupant agree not to permit or directly cause any disorderly conduct, noise, vibration, odors, or any other nuisance which directly impairs the peaceful and quiet enjoyment of any person occupying adjacent properties. No machinery which damages or permanently alters the Premises may be used at the Premises.

21. ILLEGAL ACTIVITY: If Tenant, Occupant or any of their invitees engage in any conduct that is deemed to be illegal, this Rental Agreement shall be subject to termination immediately and you will vacate the premises upon seven days' written notice and your performance deposit shall be forfeited, as liquidated damages, immediately.

22. LEAD BASED PAINT DISCLOSURE: The premises involved in this Lease Agreement \_\_\_\_ was / \_\_\_\_ was not built prior to 1978 and may or may not contain Lead Based Paint. Tenant waives any liability to or from Landlord, and/or its employees regarding any actions or claims whatsoever involving such Lead Based Paint. The "Lead Based Paint Hazard Disclosure and Waiver" is attached to and incorporated into this Rental Agreement.

23. RADON GAS: Radon gas is a naturally occurring radioactive gas that when it has accumulated in building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Broker makes no representations about the existence of radon gas on the premises involved in this Lease Agreement.

24. LIABILITY OF 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.

25. MAINTENANCE:

- a. Tenant is responsible for keeping and maintaining the premises in a clean and sanitary condition at all times. Tenant is responsible for exterior lawn care, including mowing the grass, watering the exterior landscape, trimming the trees and removal of vines.
- b. Tenant shall maintain smoke detector(s), carbon monoxide detector(s), and fire extinguisher (s). Tenant agrees to test smoke detector(s) and/or carbon monoxide detector(s) on a regular basis and to change batteries as necessary.
- c. All non-emergency maintenance requests are to be made online through the online Tenant Portal at [https://stressfreepm.appfolio.com/connect/users/sign\\_in](https://stressfreepm.appfolio.com/connect/users/sign_in) . Maintenance **emergencies** must be submitted through tenant portal and then by phone to Property

Manager at (813) 831-7368; no other phone numbers of Owner or Property Manager may be used by Tenant(s). Additional information related to submitting a Maintenance Request will be listed on the Online Rental Payment and Maintenance Request Addendum, which is attached hereto and incorporated into this Rental Agreement.

- d. Tenant(s) understands that Landlord or Owner DOES NOT provide or maintain fire extinguishers. Any fire extinguishers found on the property, were not placed there by Sensible Property Management or the Owner, will not be maintained by Landlord or Owner, and should be disposed of immediately.

26. KEYS AND LOCKS:

- a. Tenant has inspected existing locks and latches and agrees that they are safe and acceptable, subject to Landlord's duty to make needed repairs of the same upon written request of Tenant.
- b. Landlord shall have NO DUTY to furnish alarms of any kind, security guards, or additional locks and latches.
- c. **Tenant may NEVER change locks.** \_\_\_\_\_ **Tenant Signature.** If for any reason, it is found that the Tenant has changed a lock, the locks will be changed and the Tenant will be charged a \$150.00 service fee as additional rent.

27. WAIVER: If Landlord fails to enforce any part of this lease it is not to be deemed as a waiver of Landlord's right to enforce any or all other parts of this agreement.

28. RECORDING OF RENTAL AGREEMENT: Tenant shall not record this Rental Agreement on the Public Records of any public office. In the event that Tenant shall record this Rental Agreement, this Rental Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

29. LIENS: THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Rental Agreement does not allow any liens to attach to Landlord's interest.

30. SUBORDINATION: The Rental Agreement is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

31. MOTOR VEHICLES: Vehicle(s) must be owned by Tenant, currently registered, operational, and properly parked. Tenant agrees to abide by all parking rules established now or in the future by Landlord or by condominium/homeowner associations' rules, if applicable. No trailers, campers, recreational vehicles, vehicles on blocks, motorcycles, boats, or commercial vehicles are allowed on or about the Premises without Landlord's prior written approval. Tenant is not to repair or disassemble vehicles on or within 200 feet of the Premises. Vehicles not meeting the above requirements and rules shall be towed at Tenant's expense after posting a 72-hour notice in a conspicuous place on the vehicle indicating Landlord or Property Manager's intent to tow said vehicle. Parking on the grass is prohibited. Tenant agrees to indemnify Landlord for any expenses incurred due to the towing of any vehicle belonging to Tenant and/or the guest or invitee of Tenant. Tenant agrees that only the following motor vehicles will be parked on the Premises:

- a. \_\_\_\_\_ (yr/make/model/plate)
- b. \_\_\_\_\_ (yr/make/model/plate)

32. **LEGAL AND NON-LEGAL FEES:** Tenant shall be liable to Landlord for any and all fees incurred in the enforcement of performance of this Rental Agreement. Such liability shall be inclusive of, but not limited to, all attorney and all non-attorney related fees that Landlord incurs to enforce the tenant's obligations under the terms of this lease, specifically including but not limited to any non-attorney eviction costs or fees.

33. **JOINT AND SEVERAL LIABILITY:** Each Tenant agrees and understands that by signing this Rental Agreement, each Tenant is liable for the full amount of any and all financial obligations herein. It is further agreed that each and all signors herein are jointly and severally liable for any and all financial obligations.

34. **SEVERANCE:** If any unlawful and/or unenforceable paragraph or sentence of this Rental Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the paragraph or sentence will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant paragraph or sentence will be deemed to be deleted).

35. **APPLIANCES:** Tenant agrees that all appliances in or on the Property are in good working order and condition and Tenant(s) shall be responsible for them to be in the same condition when giving possession of the unit back to the Landlord.

- a. Tenant is responsible for the return of the premises and its appliances in the same working order and condition as when Tenant rented the premises. If Tenant fails to return said appliances in the same working order and condition at the end of the lease to the Landlord, or if Tenant is evicted or vacates the premises and fails to leave said appliances in the Premises, Tenant agrees that Landlord shall be entitled to a judgment against Tenant for the Replacement Value of each appliance.
- b. Washer and Dryer \_\_\_\_\_ is or \_\_\_\_\_ is not present at the Premises and shall not be removed from the Premises by the Tenant. If included, Washer and Dryer is included as a convenience. Tenant and Landlord agree that Landlord is under no obligation to repair or replace either the Washer or Dryer.

36. **NON-SMOKING POLICY:** Tenant agrees and acknowledges that the Premises to be occupied by Tenant(s) and Occupant(s) has been designated as a smoke-free living environment. The Tenant further understands that if smoke damage has occurred, the Tenant will be charged for the increased maintenance, cleaning, carpet cleaning or replacement, and redecorating costs, such as painting, due to the damage from smoke.

37. **ASSIGNMENT:** Tenant(s) may not assign or transfer this lease without the prior written consent of the Landlord.

38. **HOMEOWNER'S ASSOCIATION:** IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE RENTAL AGREEMENT IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF THE RENTAL AGREEMENT, EITHER PARTY MAY TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE RENTAL AGREEMENT IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS AS SPECIFIED IN PARAGRAPH 16, IF MADE. Tenant agrees to use due diligence in applying for Association approval and to comply with the requirements for obtaining approval. Tenant shall pay the security deposit required by the Association, if applicable.



39. ASSOCIATION RULES AND REGULATIONS: Tenant(s), Occupant(s), and any invitees of Tenant(s) or Occupant shall comply with all Association rules and regulations which shall be incorporated into and considered a part of this Rental Agreement. Tenant(s) shall be liable to Landlord for any fines or fees assessed by Association as a direct result of Tenant(s), Occupant or any invitee of Tenant(s)/Occupant(s). Landlord will assess a \$100 processing fee for each HOA, code or lease violation for processing and following up with the violation until its resolution. Tenant or Occupant will also be liable for any work/maintenance/repairs incurred to correct any violation(s) as a direct result of Tenant or Occupant. Upon receiving any violation, we will issue you a 7-day notice to cure. If corrections are not completed to the HOA's/code enforcement's satisfaction by the due date, we will make the correction and bill you the total cost of the work plus the \$100 processing fee. The Association may make reasonable rule changes, to be effective immediately, if in writing and in conformance with the Association's By-Laws.

40. FORECLOSURE DISCLOSURE: In the event that the Premises is involved in a foreclosure process, the Premises may be sold as part of the foreclosure process. If you rent the Premises, and a foreclosure sale occurs, the sale may affect your right to continue to live in the Premises during the term of the Rental Agreement. Your tenancy may continue after the foreclosure sale and that the new owner may honor the Rental Agreement. In the event the new owner did not honor the Rental Agreement, the new owner must provide you with written notice prior to any eviction or possession.

41. FORCE MAJEURE: Except as expressly agreed to in the COVID-19 Waiver and Addendum attached hereto, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by the reason of epidemic, pandemic, quarantine, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrections, wars, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire or other casualty or other reason (but excluding financial inability) of like nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

42. INDEMNIFICATION: All rights, protections, indemnifications, under this lease that specify the Property Manager, Landlord, or Owner's Agent, also covers and shall include the Owner of Record and their officers, directors, managers, trustees, and owners.

Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property occurring on the premises, or any part thereof. Tenant shall save and hold Landlord harmless from any claims for damages no matter how caused.

LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

**TENANT HEREBY AGREES THAT ALL QUESTIONS HAVE BEEN ANSWERED AND THAT TENANT HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS RENTAL AGREEMENT AS TO THE RIGHTS, DUTIES, AND OBLIGATIONS OF ALL PARTIES HERETO.**

**THIS IS A LEGALLY BINDING CONTRACT AND IS THE ENTIRE AGREEMENT. NO OTHER AGREEMENTS, WRITTEN OR ORAL, SHALL BE ENFORCEABLE WITHOUT LANDLORD'S SIGNATURE BEING AFFIXED THERETO.**

**TENANT EXPRESSLY STIPULATES AND WARRANTS THAT HE OR SHE HAS THE LEGAL RIGHT TO BIND ALL OCCUPANTS TO THE TERMS OF THIS RENTAL AGREEMENT AND TO SIGN FOR THEM IN COMMITTING TO THIS RENTAL AGREEMENT.**

Tenant(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Landlord/Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature /Print

Witness: \_\_\_\_\_

Signature /Print

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## PERFORMANCE DEPOSIT AGREEMENT

This agreement is made by and between \_\_\_\_\_, as Landlord, and  
\_\_\_\_\_ as Tenant(s), for receipt and  
deposit to hold the premises described as:  
\_\_\_\_\_.

Landlord acknowledges receipt of the sum of \$\_\_\_\_\_ from the Tenant(s) for payment of the PERFORMANCE DEPOSIT for the aforementioned premises. This deposit holds the rental unit available to the Tenant(s) and is non-refundable should the Tenant(s) fail to move in and pay the required rent on or before \_\_\_\_\_ (date). Once the rent is paid, and the Tenant(s) has moved in, the deposit shall become a performance deposit and treated as such in accordance with the lease and Florida Law.

Name of Depository where held: \_\_\_\_\_

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

\_\_\_\_\_

The Tenant(s) \_\_\_\_\_ is \_\_\_\_\_ is not entitled to receive interest.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT.  
GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND  
ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO  
DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

TENANT SHALL NOT OCCUPY ANY PART OF THE PREMISES UNTIL THE PERFORMANCE DEPOSIT IS PAID IN  
FULL.

Dated this date of: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Landlord/Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## RENTAL AGREEMENT ADDENDUM

### CHOICE OF DAMAGES, EARLY TERMINATION OF RENTAL AGREEMENT

This is an addendum to the Rental Agreement between \_\_\_\_\_  
“Landlord” And \_\_\_\_\_ “Tenant(s)” for real  
property located at \_\_\_\_\_.

Upon the early termination of the Rental Agreement, Tenant(s) may choose to pay a liquidated damage or early termination fee instead of other statutory damages to which Landlord may be entitled. Tenant(s) may pay a fixed amount or allow landlord to charge what is allowed by statute. This choice must be made at the time the Rental Agreement is signed. If no choice is made, and Tenant(s) terminates the Rental Agreement early, the Landlord will charge what is allowed by statute. These charges apply in the event tenant breaches the Rental Agreement.

LIQUIDATED DAMAGES: Pursuant to Statute 83.595 of the Florida Statutes:

\_\_\_\_\_ Tenant(s) agrees, as provided in the Rental Agreement, to pay \$\_\_\_\_\_, or an amount equivalent to two (2) month’s rent, as liquidated damages or an early termination fee and elect to terminate the rental agreement, and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession. The early termination fee is due upon notice of lease break. Security deposit cannot be used to pay the early terminate fee. The security deposit must be reserved for any potential damages and will be returned in accordance with standard move-out procedures.

Tenant(s) will still owe rent (as well as any other charges due under the terms of the Rental Agreement or Florida Law) until the end of the month in which Tenant(s) vacates. Tenant will also owe any prior unpaid rent, fees, or other damages. After the month in which tenant vacates the premises, Tenant(s) will not owe any further rent.

\_\_\_\_\_ Tenant(s) do not agree to liquidated damages or an early termination fee, and acknowledge that the Landlord may seek damages as provided by law. Tenant(s) may owe future rents as they become due under the terms of this lease.

Dated this date of: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Landlord/Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## **MOLD ADDENDUM TO RENTAL AGREEMENT**

This is an addendum to the Rental Agreement between \_\_\_\_\_  
“Landlord” And \_\_\_\_\_ “Tenant(s)” for real  
property located at \_\_\_\_\_.

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

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

### **TENANT(S) AGREE TO:**

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CELING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVAOID AIR DRYING DISHES
- NOT HANG DRY CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE

- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT(S) SHALL REPORT IN WRITING:

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

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

TERMINATION OF TENANCY: Landlord or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event Landlord or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

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

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Landlord or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Rental Agreement, and Landlord or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to



Landlord for damages sustained to the Premises. TENANT(S) shall hold Landlord and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises are or was managed by an agent of the Landlord, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Landlord in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND LANDLORD AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE RENTAL AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE RENTAL AGREEMENT AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

---

Tenant Signature

Date

---

Tenant Signature

Date

---

Landlord/Owner/Agent

Date

## AC FILTER ADDENDUM

This is an addendum to the Rental Agreement between \_\_\_\_\_ "Landlord" And  
\_\_\_\_\_ "Tenant(s)" for real property located at  
\_\_\_\_\_.

**INDEMNIFICATION:** Resident shall indemnify, defend, and hold Owner and Landlord harmless for any negligence, claim, loss or liability arising out of or related to any activity on premises of Resident, and any guest. Tenant(s) agrees to hold harmless and will not hold liable Landlord or Owner from any claim concerning any accidents or injuries that arise as a result of using the property, including the lawn/yard.

As per Lease Agreement the A/C Filters are to be changed each month or more often if its necessary, to maintain proper maintenance of the HVAC system.

Tenant(s) is required to provide proof each month that the A/C filter is changed with date/time stamped picture attached to a maintenance request through your tenant portal with "MONTHLY FILTER CHANGE" in the description/subject. If tenant(s) does not comply; tenant will be in violation of said Lease Agreement and Landlord will, at tenant's expense, inspect the A/C filter and change if applicable.

Landlord will inspect HVAC filter and coil during the course of ANY maintenance requested or needed, and if Landlord finds the filter dirty and/or coil to be impacted due to Tenant(s) negligence, Tenant(s) will be responsible for the cost of the filter change, and repairs and cleaning of the coil. Additionally, Tenants(s) monthly rent will increase by \$30 per month for the remainder of the lease term and Landlord will handle filter changes for the remainder of Tenant(s) lease agreement. Tenant(s) refusal to allow for an HVAC filter and/or coil inspection and photos during the course of any maintenance requested or other Landlord inspection or visit, will result in a \$50 fine.

Change and maintenance of the A/C Filter is the responsibility of the \_\_\_\_\_ Owner or \_\_\_\_\_ Tenant(s).

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Owner/Agent

\_\_\_\_\_  
Date



Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## PET ADDENDUM

This is an Addendum to the rental agreement between: \_\_\_\_\_ "Landlord" And  
\_\_\_\_\_ "TENANT(S)" for the Real Property

Located at: \_\_\_\_\_

\_\_\_\_\_ No, I have no pets. \_\_\_\_\_ Yes, I have pets as described below for LANDLORD approval.

TENANT(S) desires to keep that certain pet described below ("Pet") on the Premises, and the Lease specifically prohibits allowing pets on the Premises. The Lease is hereby amended by this Pet Addendum to grant such permission to the TENANT(S) subject to Tenant's compliance with the terms hereof. In exchange for this permission, TENANT(S) agrees as follows:

### PET FEES AND DEPOSITS:

The monthly rent due under the Lease is increased to \$\_\_\_\_\_ per approved animal for the remainder of the Term regardless of whether the Pet remains on the Premises. If TENANT(S) provides Landlord with evidence that the Pet has been permanently removed from the Premises, TENANT(S) may request that rent be adjusted back to the rent stated in the Lease. Following such request Landlord shall inspect the Premises and if no damage is found in excess of that which is covered by the Pet Deposit, Landlord shall reduce the rent to that provided in the Lease. Any rental adjustment shall be made in writing and shall be subject to Landlord's determination in its sole and absolute discretion that additional sums are not required to offset any damage to the Premises. In no event shall the Pet be replaced without Landlord's prior written consent and the readjustment of rent as determined by Landlord.

On or before the date the Pet moves into the Premises, TENANT(S) shall pay Landlord an additional deposit of \$\_\_\_\_\_ ("Pet Deposit"). The Pet Deposit is an increase to the Security Deposit in the Lease and shall be deemed part of the Security Deposit for all purposes. This Pet Deposit is not refundable before the Term ends, even if the Pet is permanently removed from the Premises. Any refund of the Security Deposit, including the Pet Deposit, is governed by the Lease terms.

In addition to the foregoing, Tenant, upon execution of this Addendum, shall pay Landlord \$\_\_\_\_\_ as a one-time non-refundable payment for allowance of the Pet in the Premises.

### PET RULES:

TENANT(S) agrees as follows:

1. To keep the Pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the Pet;
2. To comply with all applicable statutes, ordinances, restrictions, owners' association rules and other regulations which shall apply to the Pet;

Pet Addendum

TENANT(S) Signature \_\_\_\_\_

4. To ensure that the Pet shall not create any conflict or disturbance with others and shall not threaten any physical harm to anyone; To keep the rabies shots of the Pet current;
5. To confine the Pet, if a dog or cat, when outside, by fences or on leashes under Tenant's control and to confine the Pet, if other than a dog or cat, in appropriate cages at all times;
6. To keep the Pet under control at all times;
7. To promptly remove any Pet waste from the Premises or other areas, including all living areas, garages, storage areas, yards, porches, patios, courtyards, decks;
8. To keep the Pet from damaging any property belonging to the Landlord or others;
9. To immediately pay for any injury, damage, loss, or expense caused by the Pet. In this regard, it is expressly understood that at no time shall TENANT(S) be permitted to apply any part of the Pet Deposit towards such amounts due, but rather, TENANT(S) shall make restitution immediately and separately from the Pet Deposit. It is understood that such restitution shall be made over and above any rent or Pet Deposit paid in accordance with this Pet Addendum;
10. To hold the Landlord harmless from all liability arising from Tenant's ownership or keeping of the Pet, including but not limited to any liability resulting from Landlord turning the Pet over to local pet policing authorities should the home presumed to be abandoned and the Pet be found unsupervised.
11. To control flea infestation and exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by Tenant.
12. To allow for a yearly animal inspection of the home.
13. May not substitute any animal from the approved animal list without written consent from Landlord
14. In the event any pets have offspring, TENANT(S) will be in breach of this Lease Agreement.
15. Tenants pet(s) must be removed from the area during maintenance activities, including but not limited to interior repairs, lawn care, HVAC work, and pool services. A \$50 trip charge will be assessed if Landlord or assigned vendors are unable to perform scheduled work at the home due to unsecured pets.

**UNAUTHORIZED PETS:**

Only pets specifically identified on this Lease Agreement are allowed and such pets must be pre-approved prior to bringing pet on the premises. Pet sitting for any length of time, for anyone and for any reason is unauthorized. If Landlord determines that Tenant(s) is pet sitting, Tenant(s) will pay either a \$250 fine or begin paying the monthly pet rent per pet for the remainder of the lease term to continue until TENANT(S) provides Landlord with evidence that the Pet has been permanently removed from the Premises. 2<sup>nd</sup> violation of unauthorized pet will result in permanent pet fee charged monthly regardless if pet is removed. Unless, pet is not authorized by owner. In that event, pet must be removed in 7 days and pay a \$250 fine. Any future violations regardless of pet type will result in additional \$250 fine and non-renewal or eviction.

**ACCESS:**

TENANT(S) shall remove or confine the Pet at any time that the Pet is likely to limit or prohibit Landlord's or other persons' access to the Premises as permitted by the Lease.

**LIABILITY:**

TENANT(S) is responsible and liable for the entire amount of any damage to the Property or any item in the property, and personal injuries to any person, and any damage to any person's property caused by any animal. This provision applies to all parts of the home to include carpet, drapes, doors, walls, wallpaper, windows, screens, furniture, and appliances as well as landscaping or any other improvements. If an item may not be satisfactorily cleaned, TENANT(S) will pay for the replacement cost.

**RESTRICTED BREEDS:** Pit Bull, American Staffordshire Terrier, Bull Terrier, Rottweiler, Doberman Pinscher, German Sheppard, Bull Mastiff, Cane Corso, Wolf Hybrid unless you have prior written approval.

**Assistance or Service Animals:** When allowed by applicable laws, we may require written verification on or make other inquiries regarding the disability-related need for assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for an authorized assistance or service animal. Except as provided by law, all other provisions of this lease apply.

**Fraudulent Assistance or Service Animals:** Should it be determined that a TENANT(S) or Occupant of the Property has allowed an animal to occupy the home under false terms or fraudulent proof as an Assistance or Service Animal, TENANT(S) shall incur a \$5,000.00 fee payable to Sensible Property Management LLC, per animal, under this provision.

Should TENANT(S) fail to comply with any part of this Pet Addendum, Landlord reserves the right to revoke permission to keep the Pet. In such event, TENANT(S) agrees to permanently remove the Pet from the Premises within 48 hours of receiving written notice thereof from Landlord. Failure to comply with same shall be grounds for immediate termination of the Lease.

TENANT(S) agrees that Landlord shall not be responsible for the injury, harm, or death of the Pet and agrees to hold Landlord harmless from and against any damages suffered as a result of any harm caused on the animal or by the animal upon a guest, employee or any other person whether within or outside of the Premises. TENANT(S) shall be responsible for the entire amount of all damages caused by the Pet as well as the entire amount of any injury to individuals or property. TENANT(S) is encouraged to obtain a pet liability policy that can be added as a rider to its renter insurance policy.

**IDENTIFICATION OF PET:**

The permission granted in this Pet Addendum shall be limited to that certain Pet(s) named \_\_\_\_\_, and described as follows: \* please attach a recent photo of the Pet.

**Type of Pet:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Weight:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Gender:** \_\_\_\_\_

**Color:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Spayed/Neutered:** yes or no: \_\_\_\_\_

**Type of Pet:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Weight:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Gender:** \_\_\_\_\_

**Color:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Spayed/Neutered:** yes or no: \_\_\_\_\_

**DISCLOSURE CONCERNING PETS:**

Is TENANT(S) aware of whether the Pet(s) has ever bitten or injured another person? ( ) Yes ( ) No

If Yes,

**explain:** \_\_\_\_\_

BY SIGNING BELOW, TENANT(S) ACCEPTS FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF THE PET. TENANT(S) UNDERSTANDS THAT VIOLATIONS OF THIS ADDENDUM MAY BE GROUNDS FOR REMOVAL OF THE PET AND/OR TERMINATION OF THE LEASE.

**TENANT:**

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**AGENT:**

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

Print Name: \_\_\_\_\_

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## 30 DAY NOTICE TO VACATE ADDENDUM

This is an addendum to the Rental Agreement between \_\_\_\_\_  
“Landlord” And \_\_\_\_\_ “Tenant(s)” for real property  
located at \_\_\_\_\_.

**I understand that I must give a 30-day written notice to vacate to Landlord.** Whether my Lease is expiring, I am on a month to month Lease or I am terminating my Lease early, I understand that a written notice is required and that my Lease will continue/extend on a month to month basis until my 30-day written notice is physically received by Landlord.

\_\_\_\_\_  
Initials Further, I agree that the notice must be physically received by Landlord at least 30 days prior to my move- out date. Notices must be received before 4:00pm during a business day to be valid for that day. Notices received after 4:00pm or on the weekend will take affect the following business day.

\_\_\_\_\_  
Initials **I understand that my 30-day notice to vacate cannot be submitted verbally** and must be emailed along with my forwarding address to [RENEWALS@TAMPASTRESSFREE.COM](mailto:RENEWALS@TAMPASTRESSFREE.COM) . I understand that it is my responsibility to obtain a receipt of my notice to vacate from Landlord or Agent.

\_\_\_\_\_  
Initials I understand that if proper notice is not given 30 days prior to move out, I will be responsible for the rental payment 30 days from the date my notice is received by Landlord.

\_\_\_\_\_  
Initials I understand that on the date of my move out, I must physically turn in all keys to Landlord. I understand that if I do not tum in my keys, that I will still be considered in possession of the home and will be responsible for rent until the keys have been received by Landlord.

\_\_\_\_\_  
Tenant Signature Date

\_\_\_\_\_  
Landlord/Owner/Agent Date

\_\_\_\_\_  
Tenant Signature Date

Sensible Property Mgmt.  
4501 E Columbus Drive  
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## MOVE-OUT CLEANING/REPLACEMENT CHARGES ADDENDUM

### GENERAL

Painting - Current Contractor Pricing  
Cleaning – Current Contractor Pricing  
Carpet cleaning - Current Contractor Pricing  
Stain removal - Current Contractor Pricing  
Carpet replacement - Current Contractor Pricing  
Carpet repair - Current Contractor Pricing  
Sliding glass door cleaning - \$10- \$25 each  
Vinyl floor cleaning - \$10- \$25 each  
Lock change - \$150  
Keys - \$10 each or per key agreement  
Re-screen window - \$10-\$35 each  
Re-screen slider - \$20-\$48 each  
New slider screen door - \$100  
Interior door - \$100-\$120 each  
Bi-fold door - \$100 each  
Extermination treatment - Current contractor pricing  
Smoke Detector - \$20.00 each  
Removal of large items (furniture) - \$75.00 per item  
Removal of bagged debris - \$10 per bag  
Drywall repair(s) - \$20.00/6"x6" area  
Blinds (regular mini) - \$12.50 - \$21.00 each  
2" faux wood blinds - \$50.00 each  
Vertical blinds - \$65.00-115.00 each  
Vertical blind replacement slat - \$4.00-\$8.00 each  
Broken window or slider glass - Current contractor pricing  
Track lighting - \$45.00-\$65.00 each  
Satellite removal - \$150.00  
Regular light bulbs - \$3.00 - \$6.00 each  
Vanity light bulbs - \$2.00- \$4.00 each  
Filters (ex but not limited to: refrigerator, microwave, pool) -  
Current retail price

- Prices do not include cost of installation or labor. Any damages that require installation or labor will incur an additional cost of \$50.00 per hour with a minimum of 1/2 hour.
- Prices stated above are for items that exceed normal wear and tear.
- Prices are subject to change. Items that would be classified as extremely dirty or filthy will incur additional fee(s).

### KITCHEN

Refrigerator cleaning – current contractor/materials pricing  
Oven cleaning - current contractor/materials pricing  
Range top cleaning - current contractor/materials pricing  
Microwave cleaning - current contractor/materials pricing  
Dishwasher cleaning - current contractor/materials pricing  
Washer/Dryer cleaning - current contractor/materials pricing  
Cabinet cleaning - current contractor/materials pricing  
New garbage disposal - current contractor/materials pricing  
Sink stopper - current contractor/materials pricing  
Burner element - current contractor/materials pricing  
Drip pans (each) - current contractor/materials pricing  
Burner plug - current contractor/materials pricing  
Crisper tray - current contractor/materials pricing

### BATH

Bathtub cleaning - current contractor/materials pricing  
Toilet cleaning - current contractor/materials pricing  
Vanity cleaning - current contractor/materials pricing  
Porcelain chip - current contractor/materials pricing  
Toilet seat - current contractor/materials pricing  
Toilet tank or bowl - current contractor/materials pricing  
Complete toilet - current contractor/materials pricing  
Bathroom mirror - current contractor/materials pricing  
Bathroom exhaust fan - current contractor/materials pricing  
Towel rack - current contractor/materials pricing  
Soap dish/Toothbrush holder - current contractor/materials pricing  
Shower head - current contractor/materials pricing

---

Tenant Signature

Date

---

Landlord/Owner/Agent

Date

---

Tenant Signature

Date





Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## LOCKBOX ADDENDUM

THIS AGREEMENT is attached to and made a part of the Residential Lease Agreement between  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
(Landlord) and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
Tenant(s) for real property located at

We hope for your understanding in the need for this procedure. We process several move-ins each week and do not have the manpower to go pick up lockboxes. We ask that they are returned but a simple agreement, wasn't getting them back to us and we were spending tons of money on new lockboxes!

There is a small charge to you for the box and as soon as you bring it back, we credit your tenant ledger. Thanks for your understanding!

### CHARGE AND RETURN OF LOCKBOX:

The cost of the lockbox is \$15 and is charged to your move-in. Upon return of the lockbox, we will credit your tenant ledger the full amount of the lockbox charge that was billed to your move-in. Credit can take 7-10 days, please log on to your tenant portal and verify the credit before you deduct it from your rent payment.

Tenant(s) may deliver lockbox to the office of the Landlord located at 4501 E. Columbus Dr, Tampa FL 33605. Tenant(s) must obtain a written receipt signed by a staff member of Sensible Property Management, stating the lockbox had been returned. DO NOT hook lockbox to fence, we have no idea who's those are, and you will not get credit.

Tenant(s) acknowledges that there is currently a lockbox owned by Sensible Property Management located at the above-mentioned address.

Tenant(s) understands that the owner has the right to change the lockbox code at any time prior to move in and that any information regarding a new code will not be released to Tenant(s) until the date of move in. Landlord is not required to release any information to Tenant(s) unless all deposits and move in monies are paid.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Owner/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## ONLINE RENTAL PAYMENT & MAINTENACE REQUEST ADDENDUM

THIS AGREEMENT is attached to and made a part of the Residential Lease Agreement between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ Tenant(s) for the leased premises located at: \_\_\_\_\_.

### **Rental Payments:**

Any and ALL sums due under the terms of this lease agreement are to be considered as ADDITIONAL RENT and must be paid through the APPFOLIO online Tenant Portal.

Tenant(s) acknowledge our company requires all Rental Payments and Fees are to be paid online through their AppFolio tenant portal.

**Payments will not be accepted in person.**

Tenant(s) understand that the Landlord has the right to change the way the payments are submitted, with written notice to be sent, to the leased premises listed above or by electronic notification (Email or Text Message).

### **Maintenance Request:**

All Maintenance Request, must be submitted online through, the AppFolio tenant portal.

Tenant(s) further understand that Maintenance request will not be taken in person, by phone, email, or notes written with rental payments.

Once your maintenance request is submitted as requested, you can view the status through the online system.

By signing below the Tenant(s) understand and accepts the terms stated on this addendum.

### **APPFOLIO ONLINE PORTAL**

#### **How does it work?**

Simply provide your email address, cell phone number, AND service provider, and we will send you a link to activate your online account. Your login will be the same as your email address. Once you click the link you will be asked to create a password. You will immediately be logged in and have access to your online portal! You can also access the portal by going to:

<https://stressfreepm.appfolio.com/connect/login>

Please save the link to your bookmarks or save the email somewhere you will easily be able to find it. If a rental payment is late because you lost the link, you will be responsible for any late fees.

**What if payment gets returned for any reason?**

Be very careful when inputting your routing, account or credit card numbers. If the numbers are entered incorrectly, or your payment gets returned for insufficient funds, you will be responsible for the returned payment fee of \$40.00 (forty dollars,) and will be required to make your rent payment by certified funds (cashier check or money order). In addition, if the return payment is after the 5<sup>th</sup> day of the month, you will be required to include a late fee. This is stipulated in Section 1. TERMS, of your lease agreement.

If required to pay by certified funds, payment will not be accepted in person, however you will be required to drop the payment off in our **Drop box**.

This box is located on the right side of the entry gate. Easily accessible if gate is closed. There is a **Big Black Box** (See Picture below). After receipt of certified funds, we will grant you access to continue to make payments using the Online AppFolio Portal.



\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Carrier: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Carrier: \_\_\_\_\_

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## ADDITIONAL KEYS & REMOTES CHECK-OUT AGREEMENT

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

Property Address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant(s) has received the following for the above referenced property. Please note that these are base rates, if the community or HOA charges more, replacement will be at the actual cost. Please note replacement costs to be billed at move-out if checked-out keys are not returned:

| TYPE:               | #OF KEYS RECEIVED: | REPLACEMENT COST: |
|---------------------|--------------------|-------------------|
| Alarm Fob           |                    | \$100 each        |
| Amenities/Gym pass  |                    | \$100 each        |
| Side or Back Door   |                    | \$50 each         |
| Fan Remote          |                    | \$100 each        |
| Garage Remote       |                    | \$75 each         |
| Gate Card           |                    | \$100 each        |
| Gate Fob            |                    | \$100 each        |
| Mail Box Key        |                    | \$75 each         |
| Pool Key            |                    | \$100 each        |
| Storage Key         |                    | \$50 each         |
| "Do Not Copy" Keys  |                    | \$200 each        |
| Other Key           |                    | \$50 each         |
| Other Key           |                    | \$50 each         |
| Lock Change         |                    | \$150             |
| Lock Out (key copy) |                    | \$150             |

Return of checked out keys: Tenant(s) acknowledges that ALL additional keys/passes/remotes must be returned with their house keys at the time of move-out. If checked-out keys are not returned, the above referenced charges will apply and be deducted from the tenant's performance deposit.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Owner/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

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## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

***Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.***

### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- (ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Tenant/Lessee

Date

\_\_\_\_\_  
Landlord/Lessor/Agent

Date

\_\_\_\_\_  
Tenant/Lessee

Date



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## **RENTAL AGREEMENT ADDENDUM MAINTENANCE REPAIR COSTS**

### **Resident Responsible for First \$125 of Repairs**

This is an addendum to the Rental Agreement between \_\_\_\_\_  
“Landlord” And \_\_\_\_\_ “Tenant(s)” for real  
property located at \_\_\_\_\_.

**INDEMNIFICATION:** As per Section 13. MAINTENANCE, subsection b. under the Lease Agreement Tenant(s) understands that Tenant(s) is responsible for the first (\$125.00) One Hundred Dollars of maintenance repairs requested per month (excluding roof leaks). If the repairs are less than \$100.00 for the entire month the Tenant(s) is only responsible for that dollar amount. The Owner is responsible for all costs after the first \$125.00 UNLESS repairs are due to Tenant(s) negligence. The Tenant(s) is responsible for all repair costs for repairs that are due to negligence.

Other Examples of First \$125 Tenant(s) Responsible Maintenance Costs:

- (1) Clear Drain Clog – Cost as an example \$200.00. Tenant(s) cost is \$125.00 of that \$200.00 cost. This will be applied to the Tenant(s) account as “additional rent” on the 1<sup>st</sup> of the next month.
- (2) Broken Window/Glass Replacement caused by Tenant(s) OR other outside negligence– Cost as an example \$214.00. The tenant(s) is responsible for ENTIRE cost. Broken Glass Replacement is ALWAYS the responsibility of the tenant(s), UNLESS caused by Owner or Agent of Sensible Property Management. This cost will be applied to the Tenant’s account as “additional rent” on the 1<sup>st</sup> of the next month.
- (3) Please Note: If included in the home the follow items are included as a convenience for the tenant, but Owner/Landlord is under no obligation to repair or replace: washing machine, clothes dryer, and microwave.

**This Maintenance Repair Costs Addendum to Lease Agreement shall be attached to and for all purposes made a part of the Lease Agreement upon an approved Application and execution of said lease.**

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---

Date \_\_\_\_\_

## LAWN/EXTERIOR PROPERTY MAINTENANCE / POOL ADDENDUM

This is an addendum to the Rental Agreement between \_\_\_\_\_ "Landlord"

And \_\_\_\_\_ "Tenant(s)" for real property located at

\_\_\_\_\_.

### **Lawn and Exterior Maintenance:**

Lawn care (cutting) is the responsibility of the ☐ Owner or ☐ Tenant or ☐ HOA or ☐ NA

Lawn CUTTING fee is required by the owner: ☐ Yes ☐ NO

Tenant(s) understands that they will be required to maintain the lawn, trees, weeds, all landscaping, and exterior maintenance of the property.

Exterior Appearance - Resident is responsible for exterior appearance of the rental property. No driving on the lawn or parking vehicle(s) on lawn. Any vehicle found on lawn will be towed without notice and resident will be responsible for any, and all damage to underground utilities, irrigation, septic and lawn repair.

Tenant(s) understand that they are liable for any City and/or County Code Violations that result from violating the conditions in this addendum. Tenant(s) further understands that Landlord will charge a \$100 fine for each City and/or County Code violation for processing and following up with violations until its resolution.

Furthermore, tenant(s) is responsible for all exterior property maintenance; which include but not limited to the following:

\_\_\_\_\_ Lawn service, cutting & edging (unless provided by owner as indicated above)  
Initials

\_\_\_\_\_ Watering the lawn within guidelines of city/county watering days  
Initials

\_\_\_\_\_ Weeding all landscaping, driveway cracks and sidewalks, and flower beds.  
Initials

\_\_\_\_\_ Removing all vines from exterior of the property, fence, and air  
Initials conditioning unit

\_\_\_\_\_ Provide pest control for lawn. To preserve the sod and avoid having to  
Initials replace.

\_\_\_\_\_ Trim trees at roof height, trim all bushes, shrubs, and plants  
Initials

\_\_\_\_\_ Must call in a maintenance request to report if tree limbs are touching the  
Initials Roof of the property to prevent damage.

\_\_\_\_\_ Remove mildew build up from all exterior areas of the property. Take necessary measures to prevent mildew  
Initials from accumulating on the exterior of the property including but not limited to: Lanai, sheds, and fence(s).



## **Pool**

Pool Service and Pool Maintenance is the responsibility of the

☐ Owner or ☐ Tenant or ☐ HOA or ☐ NA

\_\_\_\_ Tenant will be responsible to maintain water levels for the pool. Pool water levels should be maintained midway to  
Initials the skimmer opening. If pool water level is below the skimmer, damage to the pool pump will occur.

\_\_\_\_ Pool cage and/or fence if applicable should be left unlocked on service days to allow vendor access to the pool and  
Initials pool pump equipment.

\_\_\_\_ Pets must be secured away from the pool area on service days.  
Initials

\_\_\_\_ While pool maintenance schedule is generally set for the same day each week, sometimes weather, staffing and  
Initials holidays can require changes to the date during those times.

\_\_\_\_ Report all concerns related to prevent property damage caused by the pool  
Initials

### **Ensure the pool is secure at all times.**

If failure to report results of property damage tenant will be responsible for all expenses incurred due for repairs.

**INDEMNIFICATION:** Resident shall indemnify, defend, and hold Owner and Landlord harmless for any claim, loss or liability arising out of or related to any activity on premises of Resident, and any guest. Tenant agrees to hold harmless and will not hold liable Landlord or Owner from any claim concerning any accidents or injuries that arise as a result of using the property, including the unsecured pool, physical home premise and yard. Tenant will be held responsible for any damages and/or repairs due to tenant negligence and for failure to report any occurrences.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Owner Agent

\_\_\_\_\_  
Date

## Right to Enter Addendum

This is an addendum to the Rental Agreement between \_\_\_\_\_

“Landlord” and \_\_\_\_\_ “Tenant(s)” for the  
Premises located at \_\_\_\_\_.

**Right to Enter: Tenant(s) agrees that when a work order is submitted through their online portal account, Tenant(s) will receive a call or email ahead to let you know we are coming out to do the Work Order Requested and confirm they are granting us access to the premises.**

**Tenant(s) understand that not returning our call or email after we have made one (1) attempts, will result in our Maintenance Technician automatically go out to the property to complete the work order.**

In addition, if we come out to the property, as agreed upon by tenant(s) to allow us access or if the Tenant(s) did not return our call or email after 1 attempts, and we cannot do the work due to any of the following:

- 1) Resident(s) or any person in the home refuses to let us in
- 2) Dogs are not put away requiring us to leave, because of Dog Bite Risk.
- 3) There are un-supervised children present, which means we must leave.
- 4) Our locks have been changed, which means our key no longer works and you are not home to grant access.

**Tenant(s) understand there will be a trip charge of \$65 for each time we come out to the property.** This cover the expense the Owner of the property will pay to have a maintenance technician drive out to the premises. In addition, Tenant(s) agrees if the locks have been changed by Tenant(s), we will change them to approved Sensible Property Management locks and charge Tenant(s) for the cost of the lock and changing of the lock.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Owner/Agent

\_\_\_\_\_  
Date

Sensible Property Mgmt.  
4501 E Columbus Drive  
Tampa, FL 33605  
813-831-RENT (7368) Fax: 813-621-5363

## **SPECIAL ADDENDUM**

This is an addendum to the Rental Agreement between \_\_\_\_\_  
“Landlord” And \_\_\_\_\_ “Tenant(s)” for real  
property located at \_\_\_\_\_.

Items particular to the specific address will go here. If you require this info  
before signing your PRE Lease, please ask your leasing agent asap. Thanks,

This special Addendum to Lease Agreement shall be attached to and for all purposes made a part of the  
Lease agreement upon an approved application and execution of said lease.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Owner/Agent

\_\_\_\_\_  
Date