

THIS LEGALLY BINDING CONTRACT WAS CREATED BY: *Patrick M. Singer, Esq.*
14502 N Dale Mabry Hwy. Suite 200 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 1st 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: _____

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 (____) 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 _____ (____) month term and to vacate the Premises. **If Tenant fails to renew or vacate**, after the _____ (____) month and _____ day, this Rental Agreement will convert to a month-to-month tenancy with the MONTHLY RENT TO AUTOMATICALLY INCREASE BY 20% to \$_____.

RENEWAL CLARIFICATION: The 20% rent increase applies only if the lease expires without proper written notice and the Tenant remains in possession of the Premises. It does not apply to properly renewed leases.

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 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 and 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 authorize 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 \$_____ 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 picture 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 Tenant(s) 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 following 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, fence, ice maker and/or water dispenser in a refrigerator.

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 . 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.
- c. If a water softener is present, tenant is responsible for maintaining the salt levels in said water softener.

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 CEILING 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
- AVOID 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 FAUCETS, 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. 2nd 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.

Pet Addendum

TENANT(S) Signature _____

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 effect 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. 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 turn 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
Tampa, FL 33605
813-831-RENT (7368) Fax: 813-621-5363

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

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
Refrigerator filter replacement - 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

- 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).

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 & MAINTENANCE 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 the greater of 5% of the check amount or a \$40.00 (forty dollar) charge as additional rent, 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 5th 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

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



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

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 Twenty Five 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 1st 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 1st 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.

_____ (Applicant/Applicants) originally
dated application _____ (date) concerning the premises known as:

All applicants below agree to be jointly and severally liable under the Maintenance Repair Costs Addendum to Lease Agreement and must abide by any and all terms of the Lease including but not limited to any Addendums.

Tenant Signature

Date

Tenant Signature

Date

Landlord/Owner/Agent

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

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

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

ELECTRONIC NOTICE ADDENDUM (PURSUANT TO FLA. STAT. §83.505)

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

ELECTRONIC NOTICE ADDENDUM

This is an addendum to the Rental Agreement between _____

“Landlord” And _____ “Tenant(s)” for real property

located at _____.

TENANT ELECTION:

Notices from a Landlord may contain time-sensitive information about a Tenant’s housing. The election to receive notices from the Landlord by email is voluntary.

Benefits of electronic delivery include:

- Faster delivery of notices
- More discretion and privacy than posting a notice on your door
- Convenient recordkeeping
- **Incentive:** Tenants who opt in to electronic notice will receive **one waived late fee per lease year.**

I, _____, the Tenant, agree to receive notices required by the rental agreement or under Part II of Chapter 83, Florida Statutes, from the Landlord by e-mail. I designate the following e-mail address for receipt of notices from the Landlord:

_____ (Tenant e-mail)

I do not agree to receive notices by e-mail.

I understand I may **opt out at any time** by providing written notice to the Landlord. To opt out, I will email renewals@tampastressfree.com . Opt-out is effective upon delivery and does not affect the validity of any notice previously sent via email.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the Landlord specifying the new e-mail address, which takes effect upon delivery of such notice.

LANDLORD ELECTION:

Notices from a Tenant may contain time-sensitive information about the Tenant’s housing. The election to receive notices from the Tenant by email is voluntary.

I _____ the Landlord or the Landlord’s agent, agree to receive notices required by the rental agreement or under Part II of Chapter 83, Florida Statutes, from the Tenant by e-mail. I designate the following email address for receipt of notices from the Tenant:

_____ (Landlord e-mail)

ELECTRONIC NOTICE ADDENDUM (PURSUANT TO FLA. STAT. §83.505)

I do not agree to receive notices by e-mail

I may revoke my agreement to receive notices by e-mail by providing written notice to the Tenant which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the Tenant specifying the new email address, which takes effect upon delivery of such notice.

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: _____

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 _____.

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



September 2013

Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

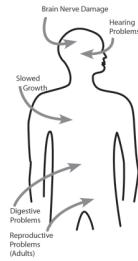
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

3

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

4

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

5

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

6

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

7

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

8

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

9

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

10

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

11

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

12

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

13

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

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**U. S. Environmental Protection Agency (EPA)
Regional Offices**

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-83)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-6425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U.S. EPA Washington DC 20460
U.S. CPSC Bethesda MD 20814
U.S. HUD Washington DC 20410

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

I have received the LEAD PAINT PAMPHLET:

Tenant

Date

Tenant

Date