

Collegiate Properties, Inc.
 1331-A SW 13th Street
 Gainesville, FL 32608
 352-375-4541

Fax

352-375-7226

To: Kenny Oldham From: Amber @Oakbrook Walk
 Fax: 870-932-3892 Pages: 14
 Phone: _____ Date: 3/9/11
 Re: Corporate Housing CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• **Commental**

I have attached the leasing documents for our corporate housing. As we discussed, the lease is for 7 months with the option to terminate without penalty after two weeks. Dr. Poe mentioned the class begins on July 11, so I started the lease as of the Friday previous. If that date needs to be changed, just let me know. The rental amount of \$1550/month or \$52/day includes the internet, cable TV, electric, water, sewer, pest control, and parking. Washer & dryers as well as linens and kitchen ware is also provided. Please visit oakbrookwalk.com for more details and pictures. Thank You.

Personal Information Form

All units managed by Collegiate Properties, Inc. are NON SMOKING units.

In order for Collegiate Properties, Inc. db/a Oakbrook Walk to accept your personal checks for payment of rent or deposit, please answer all of the following information.

LESSEE INFORMATION:

Email Address _____

First Name _____ Middle Initial _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____ Day Phone # (____) _____

Driver License # _____ State _____ Date of Birth _____ Social Security # _____

Have you ever been convicted of a felony? No Yes (if yes please explain) _____

By my signature I hereby acknowledge that all of the above statements are true and complete and hereby authorize verification of same, including access to my credit file. I also acknowledge and agree that, having paid an activity charge and/or advance rents, in the event I do not move in for any reason that is out of the control of Collegiate Properties, Inc., all such monies paid will be non-refundable and I will remain liable under the terms of any lease signed.

Lessee/Resident's Signature _____ Date _____

LESSEE INFORMATION:

Email Address _____

First Name _____ Middle Initial _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____ Day Phone # (____) _____

Driver License # _____ State _____ Date of Birth _____ Social Security # _____

Have you ever been convicted of a felony? No Yes (if yes please explain) _____

By my signature I hereby acknowledge that all of the above statements are true and complete and hereby authorize verification of same, including access to my credit file. I also acknowledge and agree that, having paid an activity charge and/or advance rents, in the event I do not move in for any reason that is out of the control of Collegiate Properties, Inc., all such monies paid will be non-refundable and I will remain liable under the terms of any lease signed.

Lessee/Resident's Signature _____ Date _____

ACKNOWLEDGEMENT OF PARENT/GUARANTOR RESPONSIBILITIES:

Email Address _____

First Name _____ Middle Initial _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____ Day Phone # (____) _____

Driver License # _____ State _____ Date of Birth _____ Social Security # _____

I understand that by co-signing the Lease Agreement between Collegiate Properties, Inc., db/a Oakbrook Walk and the above listed Lessee dated _____, I have become jointly and severally liable under the terms of same.

I acknowledge that, before signing this agreement:

- a. I have read the Lease Agreement and fully understand my responsibilities there under;
- b. All of the above statements are true and complete and I authorize verification of same, including accessing my credit file.

Parent/Guarantor's Signature _____ Date _____

LESSOR: As agent for Owner by: X _____

STATEMENT OF RENTAL POLICY
Revised February 15, 2009

- AVAILABILITY:** Rental premises assignments are made by Lessor, within the limitations imposed by this lease, at Lessor's sole discretion. Where a unit preference is stated by a Lessee, Lessor will attempt to honor such preference if space allows, but Lessor is not otherwise obligated to assign a particular rental premises to this lease.
- RENTAL APPLICATIONS:** To be completed by all applicants or co-signers. An application fee is paid for each.
- OCCUPANCY:** Maximum of four persons in a two-bedroom residence.
- PETS:** No pets of any type will be allowed at Oakbrook Walk in units managed by Collegiate Properties, Inc. unless specified by a pet addendum. Violations of this policy will result in charges as specified in the lease contract.
- VEHICLES:** No recreational or commercial vehicles will be allowed. A parking permit is required to park in resident parking.
- CREDIT WORTHINESS:** In lieu of an approved Guarantor, established credit may, at the Lessor's sole and absolute discretion, be considered satisfactory. In such event, however: a. Applicant must not have bankruptcies or foreclosures in the last 60 months; b. If an agreement for a payment plan has been arranged on an outstanding debt, proper documentation must be provided; c. If an eviction has occurred within the last 60 months, the applicant will be automatically declined; d. Applicant must not have any outstanding debt to a previous landlord within the last 84 months or to any electric, gas or water utility company in the last 36 months, and e. Applicant may not have three credit accounts rated three or higher within the last 24 months or any possible landlord or utility collections in the last 60 months. When management notifies the applicant of debts that need to be satisfied, the applicant has 24 hours to make arrangements or the apartment reserved will go back on the market. All negative accounts that have been paid in full or have payment arrangements must be verified by written documentation.
- CRIMINAL OFFENSES:** Applications may be rejected, at Lessor's sole and absolute discretion, for felonies, misdemeanor convictions (excluding DUI) or crimes against persons.
- INCOME:** In lieu of an approved Guarantor, monthly rent shall not exceed 33% of combined gross monthly income of all residents or guarantors. All income may be verified by the last two paycheck stubs. Scholarships, study subsidies and/or inconsistent income such as alimony, commissions, or tips will require written verification. Self-employed applicants may provide the previous year's tax return. Unemployed applicants may provide documentation in the form of a bank statement, IRA or trust fund reflecting a balance equal to 12 times the amount of rent.
- EMPLOYMENT:** Applicant or Guarantor must have stable employment in this country for 12 months out of the last 15 months or have I-20 verification.
- RENTAL HISTORY:** Present and previous residence of at least 12 months out of the last 15 months must have a payment record reflecting no more than one late or one NSF within a six month period and sufficient notice must have been given prior to vacating.
- PARENT/GUARANTOR:** If, in Lessor's sole and absolute discretion, a guarantor is required, said individual must complete a lease guarantor addendum and meet the qualification requirements of these guidelines.

*We are pledged to the letter and spirit of the United States Policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing programs in which there are no barriers to obtaining housing because of race, color, national origin, ancestry, creed, religion, sex, physical or mental disability, marital status, and familial status (families with children under the age of 18).

I have read and understand the terms and conditions outlined above:

LESSEE: X _____

Guarantor: X _____

LESSOR: As agent for Owner by: X _____

LEASE AGREEMENT

CORPORATE HOUSING LEASE TERMINATION ADDENDUM

Addendum to Lease Agreement, dated 3/9/11, between Collegiate Properties, Inc. dba Oakbrook Walk, as agent for Owner, hereinafter designated as "Lessor" and Kenny Oldham, hereafter designated as "Lessee".

It is hereby agreed that the Lessee has the option to terminate this Lease Agreement after the fourteen (14) day minimum stay with a twenty four (24) hour minimum notice to vacate in order to accommodate the needs of the lessee. It is always appreciated if additional notice is given in order for Oakbrook Walk to schedule the preparation of the unit for the next Lessee.

All other provisions, covenants, addendums, rules and regulations, etc. in the Lease Agreement will become effective on the date of move in.

LESSEE: X _____

LESSEE: X _____

LESSOR: As agent for Owner: By: _____

LEASE AGREEMENT

last rent payment called for hereunder shall be in an amount sufficient, when combined with the aforementioned excess, to pay for the balance of the last month's rent.

- f. Strictly for purposes of any notice to pay or quit issued pursuant to this lease, but for no other purpose, any and all amounts payable under this lease, if not paid when otherwise due, shall be considered additional rent.
- g. In the event the Lessee elects to pay by check, the Lessee shall pay to the Lessor the charges specified in Section 68.065 Fla Stat. (2007) for any check tendered which for any reason fails to clear the issuer's bank. This charge shall be in addition to any and all other charges and remedies arising hereunder for failure on the part of the Lessee to have paid the rent on time. In the event a check is returned as set forth herein, all future payments hereunder must be paid in the form of cashier's check or money order. Lessee agrees and acknowledges that any and all amounts due hereunder, including late charges, shall, if not paid when due, accrue interest at the rate of eighteen percent (18%) per annum until paid. Lessor, in applying funds paid hereunder, and regardless of any designation or other restrictive direction given by the Lessee when making such, shall be entitled to apply such payment to any outstanding and overdue amounts hereunder prior to applying same to current or future rents or other amounts not yet due or which have only then come due (i.e., Lessor can apply any such funds to the "older" amounts due first).
- a. **KEY DEPOSIT** Lessee agrees to pay Lessor the sum of:

<u>Twenty five dollars and zero cents</u>	\$ 25.00
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as a key deposit otherwise refundable pursuant to Section 83.49, Florida Statutes. Lessee acknowledges that under no circumstances shall Lessee be entitled to have the key deposit applied as rent during the term of this lease or any extensions hereof. The key deposit will be returned after the Lessee has moved out, a satisfactory inspection of the premises has been performed by and the keys have been returned to the Lessor.
- h. **SUBLEASE POLICY:** Subleasing will not be allowed.

3) INITIAL PAYMENT SCHEDULE:

1 st Month's Rent	\$ <u>1550</u>	from <u>7/8/11</u> to <u>8/7/11</u>	
Key Deposit	\$ <u>25.00</u>		
Amount Paid	\$ _____	(Check # _____)	(Money Order # _____)
BALANCE DUE	\$ _____	to be paid on or before _____/_____/_____	

4) **USE AND OCCUPANCY:** The premises shall be occupied by Lessee's occupants as a private dwelling unit only. The occupancy of the Premises is intended for Lessee's designated occupants only. Lessor acknowledges that Lessee's occupants may entertain guests from time-to-time but it is expressly agreed that Lessee's occupants shall not have guests on the premises for any period in excess of forty-eight (48) hours consecutively without the express written consent of the Lessor. The management reserves the right to issue trespass warnings, in accordance with Florida Statute 810.09, to any person, other than those designated as Lessees, whose continued presence threatens the safety or security of Lessees, guests or employees, property, or disturbs the peaceful enjoyment of the Lessees of the surrounding neighborhood and community.

5) **SUBSTITUTION:** It is hereby expressly agreed and acknowledged that the Lessor is leasing to the Lessee an otherwise undesignated rental premises at Oakbrook Walk and not a particular unit therein. In this regard the Lessor reserves the absolute right to substitute an equivalent premise as the one described herein or ultimately

LEASE AGREEMENT

assigned upon reasonable written notice to the Lessee, which notice may be served in the manner prescribed in Section 83.56(4) Fla. Stat. (2008). In the event that the Lessee vacates the rental premises prior to the end of the term of this lease without securing a sublease, the notice requirement set out herein is thereby waived and the Lessor shall be entitled to assign this lease to any other equivalent premises, for any reason including convenience to the Lessor, at Oakbrook Walk without notice to the Lessee. Such substitution shall not be deemed a retaking of said Lessee's original premises for the benefit of the Lessor and Lessee shall remain liable for payment of the rent reserved herein for the balance of the term of this lease. It is expressly agreed that it shall not be a defense, in any action for rent and/or damage due hereunder, that the Lessor has substituted premises as provided herein as long as the Lessor retained and held an otherwise equivalent rental premises open and available for the Lessee for the term of this lease.

6) UTILITIES:

- a. The following utilities are to be paid by the Lessee: All; Electric; Gas; Water; Telephone; Sewer; Trash Collection; Pest Control; Cable TV; High-speed Internet Access.

- b. If utilities are to be paid by the Lessor the following will apply:

i. Monthly allowance for metered utilities will be capped at:

One hundred twenty five dollars and no cents (\$125.00)

for the entire rental premises. Any overage will be billed to Lessee in writing and shall be payable within seven (7) days of said billing.

ii. The telephone is the responsibility of and shall be obtained by the Lessee at Lessee's expense. Except for maintenance of telephone wiring present on the premises at the inception of this lease, Lessor shall not be responsible for maintaining phone lines or phone service to the apartment in any respect.

iii. Lessor will provide connections to utility, basic cable tv and internet service providers as chosen by Lessor. Lessee may find it necessary to purchase a Network Interface Card and/or other equipment to connect Lessee's personal computer to Lessor's network. This equipment and expense will be Lessee's sole responsibility. Any assistance connecting to and/or repair of said internet service shall be the responsibility of and paid for by the Lessee. In the event Lessee is in default under any of the terms of this lease, or in violation of the terms and conditions of any agreement with the Internet Service Provider, Lessor has the right to discontinue Lessee's connections to the Internet Service Provider as provided within the Florida Statutes. Should Lessee desire to use alternative cable TV or internet on-line services, Lessee shall have the right to do so, at Lessee's expense. Lessor will not be liable for any interruption, surge, or failure of utilities or services provided to Lessee or any damage directly or indirectly caused by the interruption, surge or failure.

iv. Should Lessee desire to use/install a satellite and/or antenna television system, Lessee shall have the right to do so, at Lessee's expense so long as the installation is pre-approved, in writing, by the Lessor. An additional security deposit may be required based on the location of the installed equipment in order to return the premises to original condition. Any such installation must be performed by licensed contractors and any such contractor's credentials must be provided to Lessor prior to installation. Lessor has the absolute right to deny installation of satellite and antenna equipment on the structure of the premises.

- 7) **ASSIGNMENT:** Lessee, without written consent of the Lessor, shall not sublet any part of the premises or assign its interest in this lease. Lessee agrees, however, that any approved sublease shall in no way release Lessee from the obligation of the lease.

LEASE AGREEMENT

violation—\$50.00 charge and the Lessor may, in its sole discretion, declare the lease to be in incurable default.

- e) All repairs to plumbing or to electrical wiring within a unit shall be made by plumbers or electricians authorized to do such work by proper governmental authorities. Lessee, however, shall be responsible for the replacement of all interior light bulbs and tubes, with all such bulbs and tubes to be operational at the time the unit is vacated for termination of the lease. Default in this part shall entitle the Lessor to replace any non-functional bulbs or tubes and assess a charge of \$1.00 per bulb and \$5.00 per tube for the replacements.
- f) Exterior alterations of the buildings shall not be permitted.

11) **PARKING:** Lessee's occupants may use the parking spaces only as assigned by Lessor. Parking in assigned, unassigned or guest spaces shall be limited to passenger automobiles, passenger station wagons, vans and trucks under a one (1) ton weight. All other vehicles, trailers, boats and other items not specifically authorized herein shall not be permitted in said parking spaces unless the Lessor gives its prior written consent. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, delivery, and other commercial services as may be necessary to effectuate deliveries to Lessee's occupants. Parking is not authorized on areas not specifically designed for vehicles.

- a) Only Lessee's occupants will receive parking decals. Decals must be properly affixed to the windshield of your vehicle using the adhesive provided on the face of the decal.
- b) Handwritten notes put in windows will not suffice as permission to park in a "decal only" paved parking area.
- c) Only Lessee's occupants with parking decals may park on the paved areas, between green lines, of the parking lots.
- d) All guests/visitors (including relatives) must park in the grass area west of the guardhouse. Temporary decals must be taped to the inside of the windshield and are available (on a case by case basis) at the office during business hours: Monday through Friday, 9 a.m. to 5 p.m..
- e) We have a **ROAM TOWING** contract with a towing company to randomly "patrol" the paved parking lot and remove any vehicles that do not have the proper decals or are improperly parked. The towing company patrols 24 hours a day, seven days a week.
- f) Should Lessee's occupants come home late at night and find no parking space is available in the paved parking lot, overflow parking is available in the grass parking lot. Fire lane violators, improperly parked vehicles and vehicles not adhering to the Parking Policy will be towed at all times, decal or no decal, regardless of parking availability.
- g) Performed maintenance on vehicles on Oakbrook Walk property is expressly prohibited.
- h) Paved parking is unassigned parking for Lessees with parking decals only.
- i) If Lessee's occupants suspect someone is improperly parked they should call the towing company at the number shown in e), above. The tow truck operator will make the decision as to whether to tow a vehicle.
- j) Parking decals are not transferable and must remain on the vehicle with the license tag to which it is registered. If any of the information regarding Lessee's car or registration submitted previously to the office changes one will need to stop by the office and update the information prior to parking in the paved areas.
- k) Decals will only be issued to Lessee's occupants with a vehicle registered in their name.
- l) Parking is limited to passenger automobiles, passenger station wagons, vans and trucks with a one ton or less rating. All other vehicles, trailers, boats or other items are prohibited. Vehicles that are abandoned, non-operating or deemed illegal to drive will be towed regardless if they have been issued a decal.

LEASE AGREEMENT

- m) A replacement fee of \$50.00 will be assessed for lost or stolen decals. If a new car is acquired the old decal should be brought to the office in order to have another decal issued in which event the replacement fee will be waived.
- n) Unauthorized vehicles parked in assigned/marked spaces designated for police, management, model or maintenance personnel will be towed.
- 12) **WAIVER:** The Lessor's enforcement or non-enforcement of any provision of this lease shall not be considered a waiver of the Lessor's right to demand performance of all other terms of the lease, including collection of rent due.
- 13) **DELAYED OCCUPANCY:** If possession of the leased premises is not delivered to the Lessee at the beginning of the term because a. the same are not ready for occupancy (e.g., in need of painting, repairs or other maintenance) after the unit was vacated by the prior tenants or b. the holding over of any previous occupant of said premises or c. complete or partial destruction of the premises by an act of God, fire, flood or other cause not within the control of the Lessor, then and in that event, but subject to the terms set forth below, the Lessor shall not be liable in damages to the Lessee therefore nor shall the Lessee be released from liability under this lease. During the period of such non-availability, however, the rental therefore shall be abated unless the Lessor is able to deliver the Lessee possession of an equivalent rental space within Oakbrook Walk. The decision to provide an equivalent space shall rest within the sole discretion of the Lessor and in the event such an equivalent space is provided any abatement shall only be for that period that Lessee is actually without a rental space. If Lessor is not able to deliver possession of the original space or an equivalent space to Lessee within fifteen (15) days of the date stated herein for commencement of the lease term Lessee may cancel and terminate this lease. In the event of such cancellation, and for this reason only, any funds previously given to Lessor in consideration of this Lease will be refunded. In no event shall non-availability of a rental space constitute grounds for cancellation of this lease prior to the expiration of fifteen (15) days past the original commencement date.
- 14) **INTERRUPTION OF SERVICES:** Lessor shall not be liable for any claim of damages or rebate or charge of any kind in case of the interruption of the supply of water, heat, air conditioning, sewerage, electric current, high-speed internet access or refrigeration occasioned by accident, failure of power supply, or any other cause beyond the control of Lessor. In the event, however, that the interruption of services renders this unit untenantable, the Lessor has the option of terminating this lease whereupon any rent prepaid but unearned shall be refunded to the Lessee. It is understood that if the interruption or casualty is a result of Lessee's occupants' fault or negligence the Rent hereunder shall continue to be due and payable and Lessee shall be liable for the costs of repair to the Premises. In the event of fire or other casualty Lessee shall immediately notify the Lessor or Agent. Lessor shall have no liability for loss or damage to such possessions as clothing, valuables, or other personal property.
- 15) **CONDEMNATION:** If the whole or any part of the leased premises shall be taken by any condemnation proceeding, this lease agreement shall terminate at the time the condemning authority takes possession of the part so taken. All damages awarded for such taking shall belong to and be the sole property of the Lessor.
- 16) **LIABILITY OF LESSOR FOR INJURY OR DAMAGE:** Lessor shall not be liable for any property damage or personal injury from any cause to Lessee's occupants or their property, or to said occupants' guests, invitees, employees, or anyone else on or about the premises of their respective property. **BY SIGNING THIS AGREEMENT LESSEE ACKNOWLEDGES AND AGREES THAT UPON SURRENDER OR ABANDONMENT AS DEFINED BY FLORIDA STATUTES LESSOR SHALL NOT BE RESPONSIBLE FOR THE STORAGE OR OTHER DISPOSITION OF THE LESSEE'S OR LESSEE'S OCCUPANTS' PERSONAL PROPERTY LEFT ON THE PREMISES.** Lessee acknowledges that Lessor has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Lessee acknowledges that Lessor does not warrant or guarantee the safety or security of Lessee's occupants or their guests or invitees against the criminal wrongful acts of

LEASE AGREEMENT

roommates or third parties. Lessee, for itself and its occupants, hereby specifically and completely releases the Lessor from any and all liability for injuries and damages sustained by the Lessee's occupants. This release relates to all injuries or damages, including property, and personal injury and binds all persons executing the lease, and any and all persons claiming by or through any such parties. Each Lessee, occupant, guest, and invitee is responsible for protecting his or her own person and property. Lessee acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. It is the Lessee's occupants' responsibility to securely close and fasten all unit windows and doors. Lessee acknowledges that one should not rely on such devices or measures but, rather, should protect themselves and their property as if these devices or measures did not exist. Should Lessee's occupants become seriously ill or injured on-site at Oakbrook Walk this lease constitutes authorization for the Lessor to call 911 emergency services at Lessee's expense, even though the Lessor is not legally obligated to do so.

- 17) **IMPAIRMENT OF USE OF LEASED PREMISES:** In the event of any impairment of the use of the leased premises for a period of three (3) days that does not **MATERIALLY** affect the beneficial use by Lessee's occupants, the obligation to pay rent shall not abate but the full use shall be restored or the rental period reduced proportionally at the option of the Lessor.
- 18) **REDELIVERY UPON EXPIRATION:** Upon the expiration of said term, or upon the termination of this lease agreement for any cause, Lessee shall immediately deliver to Lessor possession of the leased premises together with all the furnishings and equipment therein belonging to the Lessor in a clean and good condition subject only to reasonable wear and tear. **DIRT AND WALL MARKS ARE NOT CONSIDERED NORMAL WEAR AND TEAR.** Lessee also hereby agrees to the terms and conditions of that portion of the Inventory Condition List related to agreed charges for damaged or missing items in the rental unit, which List is provided to Lessee simultaneously herewith, incorporated by reference herein and made a part hereof, whether signed on the form thereof by Lessee or not. **IF ANY LESSEE OCCUPANT HAS NOT VACATED THE PREMISES AT THE EXPIRATION OF THE LEASE LESSEE WILL BE CHARGED HOLDOVER RENT AS DEFINED BY FLORIDA STATUTES.**
- 19) **PERSONAL PROPERTY:** Lessor shall not be liable for the personal property of the Lessee's occupants brought on the premises. Lessee and Lessee's occupants are encouraged to procure and maintain in force renter's insurance. Lessor gives no right of storage to the Lessee or its occupants. Lessee must remove all personal property at termination of the Lease Agreement unless parties enter into a written storage agreement.
- 20) **RENEWAL:** In the event the Lessee wishes to extend this lease beyond the expiration date, Lessee must **MAKE APPLICATION to extend IN WRITING AT LEAST SIXTY (60) DAYS** prior to the ending date of this lease and said extension shall be at the sole discretion of Lessor or his representatives.
- 21) **SUBORDINATION OF LEASE:** Lessor may encumber the premises by one or more mortgages securing such sums and upon such terms and conditions as Lessor may desire and any such mortgages so given shall be a lien on the leased premises superior to the rights of Lessee herein and upon request Lessee shall execute a subordination agreement.
- 22) **EXPENSES OF MISUSE:** Lessee shall be solely liable and fully responsible for and bear the expenses of correcting stoppages or damage to any equipment, appliances, utility, or fixtures in or on the premises caused by the misuse of the same. Lessee shall also be responsible for cleaning/replacement of air conditioning filters on an otherwise reasonable periodic basis. Lessee shall immediately notify Lessor of any stoppages or failures in any plumbing, fixture, utility or other equipment provided by the Lessor. Failure of the Lessee to so notify the Lessor of same shall constitute an absolute defense to any action by the Lessee by breach of the lease for failure on the part of the Lessor to maintain the failed or stopped item.
- 23) **INSPECTION OF PREMISES:** Lessee and Lessee's occupants shall permit the Lessor or any of its agents to enter the leased premises at all times during an emergency to examine and/or to protect the same, and at reasonable times and upon reasonable notice to show the leased premises to prospective buyers or renters or to

LEASE AGREEMENT

make such repairs, additions or alterations thereto as may be deemed necessary. **LOCKS SHALL NOT BE PLACED ON THE DOORS BY LESSEE.** No rubbish, refuse garbage or trash shall be allowed to accumulate in places other than the receptacles provided therefore, so that the premises, the common elements and limited common elements shall at all times remain in a clean and sanitary condition. If, upon inspection, Lessor determines that Lessee is keeping the premises in an unreasonably dirty, unhealthy or unsafe condition Lessor shall have the right to cause such condition(s) to be corrected with a charge (**\$20 per collected 20 gallon bag of trash or \$50 for any item that is too large to fit into a bag**) which shall be assessed against the Lessee where, after twelve hours notice, the violation is not cured and the Lessor, in its sole discretion, must act to correct the same for the preservation of the premises. All costs thereof shall be reimbursed to Lessor by Lessee within twenty four (24) hours of a written request for same. Violation of this part is expressly agreed to constitute a material violation of the lease.

- 24) **DEFAULT:** IN THE EVENT OF A DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS OF THIS LEASE AGREEMENT AND BY REASON THEREOF THE LESSEE OR THE LESSOR EMPLOY THE SERVICES OF AN ATTORNEY TO ENFORCE PERFORMANCE OF THIS AGREEMENT OR TO PERFORM ANY SERVICES RELATING TO SAID DEFAULT, THEN IN ANY OF SAID EVENTS, THE DEFAULTING PARTY AGREES TO PAY REASONABLE ATTORNEY'S FEES AND ALL EXPENSES AND COSTS INCURRED BY THE PREVAILING PARTY THEREIN. THE PARTIES FURTHER AGREE THAT ANY ACTION BROUGHT HEREUNDER WHETHER BY THE LESSOR OR THE LESSEE, SHALL BE BROUGHT IN ALACHUA COUNTY, FLORIDA. If the default shall be made in payment of the rent, or if Lessee shall violate any other covenants of this lease agreement or the TERMS, RULES AND REGULATIONS attached hereto and made a part hereof, the Lessee shall become a tenant of sufferance and Lessor shall be entitled immediately to all remedies provided for by law.
- 25) **ACKNOWLEDGEMENTS:** By their signatures hereon the parties expressly agree and acknowledge that this document contains the entire agreement of the parties and that neither party enters into this lease agreement relying upon, or intending to rely upon, any verbal representation, statement, promise or assurance by the other party or the other party's agents or representatives.
- 26) **PEST CONTROL:** Lessee shall be solely and fully responsible for and bear the expense of all pest control at the rental premises during the term of the lease, with the exception of termite treatment. If, upon inspection, Lessor determines that Lessee is not keeping the premises reasonably pest free, Lessor shall have the right to cause such condition to be corrected and all costs thereof shall be reimbursed to Lessor, by Lessee, upon twenty four (24) hours written request. Violation of this part is expressly agreed to constitute a material violation of the lease.
- 27) **YARD MAINTENANCE:** Lessor shall be responsible for providing lawn care services. Should Lessor be unable to have the lawn mowed due to personal belongings of the Lessee, excess debris, trash or other items being on the lawn, Lessor, at its sole discretion, may have said items removed from the lawn so that lawn mowing can be completed. Lessee shall be responsible for the cost of having said items removed from the lawn and shall pay any associated cost for same upon twenty four (24) hours written request. Violation of this part is expressly agreed to constitute a material violation of the lease.
- 28) **MOLD AND MILDEW:** Lessee acknowledges that it is necessary for the Lessee to provide appropriate climate control, keep the Unit clean and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Lessee agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible and to not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Lessee also agrees to immediately report to the management office (i) any evidence of water leaks or excessive moisture in the Unit, as well as in any storage room, garage, or other common areas; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit, and (iv) any inoperable

LEASE AGREEMENT

doors or windows. Lessee further agrees that Lessee shall be responsible for damage to the Unit and Lessee's Property, as well as injury to Lessee and Lessee's guests, resulting from Lessee's failure to comply with the terms of this lease provision. In this regard, the Lessee agrees, immediately upon written demand (which demand may be made by hand delivery, mail or facsimile), to hold Lessor harmless from and indemnify Lessor for any and all damages, whether to persons or property, which arise out of Lessee's failure to comply with the terms of this lease provision and for which the Lessor may be found to be liable. Default under the terms of this lease provision shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this lease provision and the terms of the Lease, the terms of this lease provision shall control. Any term that is capitalized but not defined in this lease provision that is capitalized and defined in the Lease shall have the same meaning for purposes of this lease provision as it has for purposes of the lease.

29) **RADON GAS NOTIFICATION:** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the County Public Health Unit. Receipt of the foregoing notification is acknowledged below.

LESSOR DISCLOSURE STATEMENT

Pursuant to Chapter 4 of the Rules adopted by the Florida Cabinet under the authority Section 501.205, Florida Statutes, Lessor makes the following disclosures to the Lessee:

Collegiate Properties Inc., 1331A SW 13th Street, Gainesville, Florida 32608, (352) 375-4543 (the Lessor), is authorized to receive notices and demands of the Lessees in regard to the leased premises.

Lessee acknowledges the foregoing lease and its entire contents and agrees to be bound by same.

FOR LESSEE: X _____

Corporate Officers Printed Name: X _____

LESSOR: As agent for Owner By: X _____

LEASE AGREEMENT

ATTACHMENT A

Corporate rental contents

Furniture:	Quantity	Remarks
Living Room Couch and Chair	1	
Coffee Table and two end tables	1	
Home Entertainment Center	1	
Table Lamps	4	
Dining Room Table and chairs	1	
Full Size Bed	2	
Bed Frame	2	
Bed Table	2	
Desk	2	
Dresser Drawers	2	
Television	1	
Kitchen:		
Coffee Pot	1	
Toaster oven	1	
Pots and Pans	1	
Dishware set for 4	1	
Silverware set	1	
Kitchen Utensil set	1	
Decorations:		
Wall Pictures	1	
Consumables:		
Hand soap, bath soap, dishwashing liquid, laundry detergent, etc		Consumables are supplied at move in only and not restocked.
Linens:		
Bed in a Bag	2	
Bathroom Towel Set	2	
Corporate Cleaning:		Light cleaning performed on a biweekly basis.

Cleaning Check List