

# UGC REALTY, LLC

2601 SW Archer Rd. Gainesville, FL 32608

Tel: 352-377-6700

Standard Lease  
 Pet Lease  
 Renewal

## Lease

This lease is made by and between UGC REALTY, LLC, the Owners representative, hereinafter referred to as the "Agent" and \_\_\_\_\_, hereinafter referred to as the "Tenant". Both parties agree on the following terms and conditions for the address known as 2601 SW Archer Road, Building \_\_\_\_ Unit \_\_\_\_\_, Bedroom \_\_\_\_, Gainesville, FL 32608.

Tenant hereby agrees to pay the following sums of money to the Agent in consideration of this Lease:

Term of Lease Beginning: 08/01/2015 and Ending: 7/31/2016.

Monthly Rent	Deposit	Pro Rated Rent	Pet Fee	Lease Date	Reservation Fee
\$ <u>395</u>	\$ <u>0</u>	\$ _____	\$ <u>0</u>	_____	\$ <u>0</u>

**Special Conditions:** Tenant shall move in after 9:00 a.m. on the Begin date and move out prior to 5:00 p.m. on the End date of the Lease.

Auto Make and Model: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate Number: \_\_\_\_\_ State: \_\_\_\_\_

1. **Rent:** The amount of monthly installment due hereunder ("Rent") is due on the 1<sup>st</sup> of each month at UGC REALTY, LLC, CLUBHOUSE, 2601 SW Archer Rd. Gainesville, FL 32608. **ABSOLUTELY NO CASH ACCEPTED.** Checks must be made payable to UGC REALTY, LLC. Payments must have complete address, including unit and bedroom information for identification. **Rent is due on the first day and is considered late at midnight on the third day of each month. If the 3<sup>rd</sup> day of the month falls on a Saturday, Sunday, or a holiday observed by UGC REALTY, LLC the rent must be received by the opening of the first business day following the weekend or holiday. Payment is late on the 4<sup>th</sup> regardless of holidays or weekends.** Payments received on the fourth of the month are subject to a **\$35.00 late fee.** Late Payments Fees are as follows: \$45.00 if paid after the 10<sup>th</sup> of the month, \$55.00 if paid after the 15<sup>th</sup> of the month, \$65.00 if paid after the 20<sup>th</sup> of the month, and \$75.00 if paid after the 25<sup>th</sup> of the month.

If rental payments are mailed, the late charge will be applied to any mail received after the 3<sup>rd</sup> day of the month. Payments paid after the 4<sup>th</sup> of the month must be made by money order or cashier's check. Insufficient funds and returned checks will result in assessment of service fees of \$35.00, plus all late fees applicable until payment is made by money order or cashier's check. All charges, late fees, utility charges, cleaning, trash, redecorating fees, application fees, charges for damages, security deposits and any other monies due under this Lease are defined and treated as RENT. All payments received shall first be applied to any outstanding charges (such as late charges, return check charges, utility charges, charges for damages, security deposits, application fees, redecorating fees or cleaning service fees) incurred by or on behalf of Tenant prior to applying the same to current monthly rent. Any applicable sales tax will be the responsibility of the Tenant.

2. **Breach, Abandonment, Forfeiture, Termination:** In the event Tenant fails to take occupancy or vacates prior to the end of the above Lease term Tenant remains liable for rent and for all associated costs including but not limited to advertising, rental commissions, cleaning,

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painting, repairs, court costs, collection costs and legal fees. UGC REALTY, LLC may, upon Tenant default and without releasing Tenant, take possession of rental space and re-rent all or a part of it on Tenant's account for a term longer or shorter than the period of time of Tenant's remaining obligation at a rent higher or lower than rate of Tenant's Lease. In the event of a default under this Lease, each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2) (B) (1993) as amended from time to time. If Tenant has removed all or a substantial portion of Tenant property from rental space, Agent may immediately enter rental space to prepare area for re-renting without any allowance to Tenant and such shall not change or end this Lease. Tenant remains responsible for any costs in excess of monies held. If this Lease is placed with an attorney for enforcement, Tenant is liable for all costs, including court costs, and attorney's fees incurred, whether suit is filed or not. The parties specifically agree, understand and hereby waive their right to a jury trial in any litigation involving this Lease. The parties agree that any action brought under this Lease whether by Agent or Tenant shall be brought only in the county in which the rental space is situated and Florida law shall apply.

**3. Non-Refundable Reservation Fee:** In addition to Rent and the Deposit, Tenant shall pay a one-time non-refundable reservation fee (the "Reservation Fee") in the amount of \$0 which is due on the Execution Date.

**4. Security Deposit: TENANT SHALL NOT USE SECURITY DEPOSIT AS PAYMENT AT ANY TIME DURING THE LEASED PERIOD.** Monies held by Agent as security deposit are deposited into an account at \_\_\_\_\_. Tenant's security deposit will be accounted for within 30 days of the end of the Lease term specified above unless Tenant's actions relieve Agent of notice requirements. Agent will deduct costs of cleaning, painting, carpet cleaning, administrative costs, repairs, etc. associated with Tenant occupancy and/or necessary to put rental space in ready to rent status (refer to attached Departing Procedures). Any unpaid rent, charges, or fees referenced in this Lease or parts incorporated by reference are NOT waived and will be deducted from monies held. Time is of the essence regarding all payments and Agent may terminate a Lease without notice prior to move in if Tenant fails to pay deposit as due. Monies held by Agent as security deposit may increase due to changes in the Lease. Tenant hereby acknowledges receipt of rental space in apparent good repair and clean condition; any exceptions must be in writing and delivered to Agent within 7 days of beginning of Lease. Any exceptions do **not** relieve Tenant of returning the rental space in clean, ready to rent condition.

**5. Condition of Premises:** Tenant hereby acknowledges that as of the beginning of the Term the Premises and its furnishings and fixtures are in good repair and tenantable condition, except as otherwise specifically noted on the CONDITION REPORT which is completed at move-in or returned within 24 hours. A copy of condition report can be provided when requested. **It is understood that the unit may be occupied by other Tenant (s) prior to the Tenant's scheduled occupancy date. In the event that Tenant moves into an occupied unit, Agent assumes no responsibility for the condition of the common areas.**

**6. Pets:** University Commons is not a pet friendly property and Tenant(s) are not allowed to keep cats or dogs in their unit. Tenant acknowledges they will be evicted from their unit and responsible for the remaining of the lease if they are found with a pet inside their unit. Other pets, such as fish, turtles, birds, hamsters can be kept without a fee or deposit but such pets must be contained in a proper cage, aquarium or habitat.

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Notification to Agent must be made at the time of Lease and any damages resulting from same shall be deducted from the Security Deposit. Any and all amounts not covered by Security Deposit shall be due and owing from Tenant at the time of incident. Nondisclosure of pets of any nature shall be grounds for immediate termination of the Lease.

**7. Tenant Obligations and Responsibilities:** Tenant agrees to keep and maintain the premises in good and clean condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without the prior written consent of the Agent. The Tenant will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to the Property Manager. The Tenant shall reimburse the Agent for the cost of all repairs made necessary by, or resulting from, Tenant's abuse or careless use of the Premises. Agent will provide you with a charge list for any cleaning and/or damages upon your request.

Tenant shall be liable for and shall pay all costs and expenses for damages to the bedroom leased to Tenant (including, but not limited to, replacing or repairing all broken or damaged furnishings or fixtures, and any defacement or damage to walls, ceilings, floors, carpets and doors) regardless of whether such damage is caused by Tenant or Tenant's guests or invitees.

It is understood that Tenant will be occupying the apartment unit jointly with another tenant, and Tenant shall also be held liable for a pro rata share of any damages to the common areas of the Premises and its furnishings, fixtures, walls, ceilings, floors, carpets and doors unless the party solely responsible for such damages can be reasonable ascertained. Accordingly, Tenant must exercise responsibility to see that the entire apartment unit is maintained in good order and repair. Tenant shall immediately report to the Property Manager and the local law enforcement authority any acts of vandalism to the Premises or the apartment unit in which the Premises are located. Tenant shall promptly report to the Property Manager any repairs which need to be made to the Premises.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Tenant only, and any persons occupying the Premises as a guest for more than three (3) days during the Term shall be treated as guests only if the Property Manager is notified in writing by Tenant and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said three (3) day period shall be deemed a breach of this Lease, and Agent shall be entitled to recover from the Tenant and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Tenant, in addition to the right of Agent to declare the Lease in default and pursue any of Agent's other remedies hereunder or by law.

**8. Repairs:** Agent will do all major repairs to maintain the premises and appliances in proper condition. Minor repairs (cosmetic repairs, replacing light bulbs, A/C filters, smoke detector batteries, etc.) are the responsibility of Tenant. All requests for service should be called into or delivered to the office. Excessive damages caused by Tenant or Tenant's guests' negligence or any non-reporting of necessary service repairs will be chargeable to Tenant. Tenant is responsible for periodic testing of any smoke detector and prompt reporting to Agent via certified mail of any malfunction of same or the existence of any safety hazard. Failure to do so shall relieve Agent of any responsibility and or liability that might otherwise exist for any related loss that might occur. Denying access to service personnel will result in a fee of \$100.00 being charged. Any alteration to the interior (painting, carpet, tile, etc.) or exterior (removal of light fixtures, signs, etc.) of unit, including surrounding landscape and property, is FORBIDDEN without the expressed, written permission of the Agent.

**9. Liability:** Neither Owner, Owner's Agent, their associates or consultants shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guest or invitees, or with any other tenants that reside at 2601 SW ARCHER ROAD, GAINESVILLE FL 32608. Therefore, a conflict between tenants does not constitute grounds for termination of lease. Neither Agent nor Agent shall be liable for any personal injury to Tenant or damage loss to Tenant's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, or in any storage room or space, or anywhere on

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the adjacent property of Agent shall be at Tenant's sole risk and Agent shall not be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers, renters or similar insurance to cover any loss or damage to personal property.

All personal property kept by Tenant shall be at Tenant's sole risk and Agent is not responsible for loss, damage or inconvenience due to malfunctioning appliances, utilities etc. or for damage to or loss of property of any kind which may be lost, stolen, damaged or destroyed by fire, water, defective refrigeration or otherwise while on or about the Leased premises. To the maximum degree allowed by law, Agent is not liable for injury to Tenant or anyone in the rental space or on the premises with Tenant acquiescence, knowledge or permission, nor does Agent insurance cover same or their belongings. Tenant agrees and acknowledges that protection against criminal action is not within the power of the Agent, and even if security services are provided, those services cannot be relied upon by Tenant and shall not constitute a basis for liability in any manner for criminal or wrongful actions by others against Tenant or invitees. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Tenant and Co-Tenant(s) in the Unit or Tenants that reside at the Community does not constitute grounds for termination of Housing Lease by Tenant. Tenant agrees and acknowledges that Agent shall not provide and shall have no duty to provide any security services to Tenant of community. Tenant shall look solely to the public police force for security protection. In the event of any claim, judgment, decree, etc. against Owner or Owner's Agent, Tenant agrees that Tenant shall look solely to Owner's interest in the building of the Leased premises and in no event shall any other property, real or personal, be subject to levy, execution, enforcement etc. **Tenant acknowledges that Agent suggests that Tenant obtain insurance to cover loss or damage to personal property, personal injury, and liability insurance. Such insurance should name UCG Realty, LLC as an additionally insured party.**

**10. Agent's Right of Inspection and Entry:** Tenant agrees that Owner, Owner's Agent, their associates or consultants may enter the Premises at reasonable hours for the purpose of making inspections and repairs with 24 hours written notice. A maintenance or management request by one of the co-tenants of the apartment unit occupied by Tenant shall constitute permission for the Agent to enter the apartment unit. Tenant shall reimburse Agent for the cost of any repairs attributable to or caused by Tenant's abuse, carelessness, or misuse of the Premises and Agent shall invoice the Tenant for the costs of any such repairs, including a reasonable charge for management overhead, which charges shall constitute additional rents. Tenant shall also permit the Agent, or its agents or employees, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective tenants or purchasers. No such prior appointment shall be necessary if this Lease has been declared in default of if the Premises have been abandoned by Tenant or in any emergency situation.

**11. Assignment of Rental space:** Tenant shall not assign, sublet, or re-rent rental space or Lease or any part of either without Agent written consent. Tenant must pay \$200.00 to assign and furnish a qualified substitute (of the same gender) unless otherwise approved by Agent in writing. Agent may charge up to a \$400.00 re-rental fee to Lease an abandoned, evicted or vacant rental space. **TENANT MUST CONTINUE TO PAY RENT UNTIL TENANT FINDS A SUBSTITUTE.** Once apartment has been assigned, Tenant may not change or switch rooms without notifying the office and Management may charge a \$200.00 transfer fee. Cleanliness is the responsibility of the assignor and assignee. The security deposit will transfer in an assignment and any adjustments in the amount are the responsibility of the assignment parties. Agent may at its discretion void the assignment and enforce the original Lease if the assignee doesn't meet Agent's Application standards.

**12. Occupancy:** Occupancy shall be no more than one person per bedroom. Tenant agrees to abide by policies set by Agent for the care and use of the exterior premises, unit and rental space. The storage and/or use of personal grills, charcoal or gas, on patios, balconies and/or in common areas require written approval by management (Refer to Community Standards, Policies and Procedures). The Bedroom shall be

used solely as a private Tenant dwelling only and for no other purposes. If Tenant desires to have a guest, which for the purposes of the Housing Lease shall be defined as any person staying in the Bedroom or Unit for more than one night, then Tenant shall register the guest(s) with Agent.

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In the event of the occupancy by any unregistered or unauthorized guest(s) of the Bedroom or Unit, Agent shall be entitled to recover from the Tenant and guest(s) (whose liability shall be joint and several) an amount equal to the amount of the most recent Lease payment, in addition the right of Agent to declare the Housing Lease in default and pursue any of Agent's other remedies hereunder or a law and equity. There shall be no illegal activity of any kind specifically including, but not limited to, the possession, use, or sale of illegal substances in the rental space or on the premises or battery/assault on a Tenant, employee or guest on the property. Agent shall not be liable to Tenant for any damages resulting from inability to give Tenant occupancy of the rental space because of holdover or delay in occupancy by the previous Tenant.

**13. Roommate Agreement:** The communal living arrangement created by this agreement is structured as Tenant(s) have been permitted to rent an undivided portion of a unit at a rental rate that is less than the rental amount for the entire unit and Agent intends to rent any other undivided portions to other persons. **Agent is not and will not be responsible for the acts or omissions of the Tenant(s) in the unit and Tenant(s) assumes the risk of living with others under this arrangement. Any illegal actions on the part of co-Tenant(s) should be reported to the proper law enforcement agency or agencies immediately.**

If the unit is rented at less than full occupancy, Agent may lock the doors to the bedroom(s), which are not rented and deny access to that area. Tenant acknowledges any and all vacant rooms in the unit are the property of the Agent and may not be used by Tenant(s) for any reason. **If at any time during tenancy, vacant room(s) show signs of use, all Tenant(s) of said unit will pay the evenly divided current rental rate of the vacant room(s) plus the charges incurred by Agent to return the room(s) to rentable condition, including a \$50 fee to re-key and re-lock the vacant rooms.** Tenant(s) also understands that all Tenants of a unit are responsible for the upkeep of the common area, including but not limited to: routine cleaning, reporting damages and keeping of the common area in a livable condition.

**14. Utilities:** Agent agrees to furnish at Agent's expense only the services checked below:

Electric     Water     Sewer     Pest Control     Refuse Collection     Cable     Internet

Rent includes pro-rata shares of Agent's estimated cost of normal utility consumption attributable to Tenant's use of the Premises. In order to promote responsible use of and conservation of electricity, water or sewage Agent has placed caps on Agent's obligation to pay for electric, water and sewage in units. **Bills over this cap will be divided equally and billed to Tenant's by bedroom on a monthly basis, which Tenant hereby agrees to pay by the first of the next rental due date.** Tenant acknowledges that regular cable service experiences may fluctuate nominally as is normal and any temporary outages are not the responsibility of Agent, or cause for any damages.

**15. Services:** Each apartment unit at 2601 SW ARCHER ROAD, GAINESVILLE FL 32608 has a separate meter for utilities and Tenant and any co-tenants of the apartment unit occupied by Tenant shall be solely responsible for paying for all utilities furnished to said unit. **The Agent provides a monthly total of \$30.00 per month abatement for electric and water. The tenant agrees to pay any overages as rent and will be paid by the first of the next rental due date.**

Neither Owner nor Agent shall be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the apartment complex in which the Premises are located. Neither Owner nor Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises.

In no event shall Owner nor Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage and agrees to indemnify Owner and Owner's Agent against any and all claims of injury or damages as may be asserted by invitee of Tenant.

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**16. Parking:** *Roam Towing* is in place in all areas of University Commons. All cars must be registered with Agent and owned by Tenant. No more than 1 car per Tenant. Non operative, without tags, or "For Sale" cars are prohibited and will be towed without warning. Do not park in non-designated areas or on the grass. Parking in handicapped spaces without the proper decal is prohibited. Residents found parking in handicapped spaces may be subject to towing of their vehicle and additional fines by Agent. All parking policies are subject to change with prior notification. It is the Resident's responsibility to make sure their personal vehicle is properly registered with a current decal. All visitors must park in VISITOR PARKING or are subject to towing. Visitors must occupy renter's apartment while parked on property. Agent is not liable for cars towed which belong to Tenants, visitors, or the general public.

**17. Condition of Unit:** Tenant hereby acknowledges that the Unit and Bedroom are being delivered in "ready to rent" condition, and Tenant's acceptance of the Bedroom and Unit at the beginning of the Leased term constitutes Tenant's acknowledgment that the Unit and Bedroom and its furnishings are in good repair and tenantable condition, except as otherwise specifically noted on the Condition Report, which is to be completed at move-in.

**18. Relocation:** For purposes of operating efficiency, Agent reserves the right, upon five (5) days advance written notice to relocate Tenant to another apartment unit at the Community. Furthermore, Agent retains the right to assign Tenants to other bedrooms in the Units. Agent, to the extent practical and in Agent's sole discretion, will honor Tenant's requests for the sharing of a particular Unit. Tenant may request relocation to another apartment unit in the Community by providing thirty (30) days written notice to Agent of the desire to relocate. Once apartment has been assigned, Tenant may not change or switch rooms without notifying the office and Agent may charge a \$200.00 transfer fee Agent, in its sole discretion, may allow or refuse such relocation. Tenant shall be responsible for all costs associated with switching utilities (phone, etc.) and Services to the new Unit. Tenant may be required to pay a new RESERVATION FEE upon relocating.

**19. Hold Over:** Apartments are rented back to back. Any time between the end of your lease and the start of the next lease is critical for putting the unit in ready to rent status. **It is imperative that you are completely moved out of your apartment by 5:00 PM on the last day of your lease. Hold over tenancy (as defined by failure to return all keys to Tenant's unit, and/or removal of all belongings from assigned unit) will result in a minimum charge of \$500.00 and daily double pro-rated rent being assessed to Tenant. Any other associated expenses or losses incurred by Agent due to such holdover will also be assessed to Tenant.** Tenant acknowledges responsibility for obtaining receipt from Agent that keys were returned at move-out. All keys mailed must be received by Agent no later than the lease end date. Mailed keys must be sent return receipt, certified mail to Agent's office.

**20. Security:** Agent may, at its sole option, employ courtesy managers who may reside at the 2601 SW ARCHER ROAD, GAINESVILLE FL 32608. Although the presence of courtesy managers is for the benefit and convenience of the Agent, it is expressly understood and agreed that the providing of courtesy managers is purely discretionary on the part of Agent and in no way has Agent agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants of University Commons. Agent, at its sole option, may elect to install certain security devices or measures that are not required by law. For example, each apartment unit may be equipped with a switch which, when activated, will sound an alarm indicating an emergency within that particular apartment unit. The installation of such an alert or alarm system shall not be construed as an undertaking or representation by Agent that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. It is further understood that the Agent may elect to discontinue this service at any time, with or without notice to Tenant. Tenant agrees to comply with the security procedures and response actions set forth in the Rules and Regulations affixed hereto ad UNIVERSITY COMMONS RULES AND REGULATIONS.

**21. Disclosures:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings

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in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **Buildings built prior to 1980 are known to contain traceable amounts of asbestos containing materials (ACMs) and lead based paint.** ACM's are generally found in original kitchen tile, acoustical ceiling treatments, drywall and joint compound, and original sink undercoating. These areas of the apartment should not be disturbed and any maintenance issues relating to these areas should be referred to the management office.

**22. General:** It is not the Agent's duty to locate each individual roommate to collect rent. Tenant acknowledges that this Lease for the purposes of renewal of any previous Lease for same rental space constitutes acceptance of that rental space in "as is" condition. **TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, AGENT SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.** Interest on any past due amounts owed under this Lease, or on any court judgment for money damages, shall accrue at the highest (18%) percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent. Tenant shall be responsible for and indemnify Agent against any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident, caused by Tenant's wrongful act or negligence, or regardless of Tenant's wrongful act or negligence if such fire, flood or accident occurs within the demised premises under Tenant's possession and control, whether such may be of known or unknown origin or causation and regardless of whether Tenant's wrongful act or negligence is related to any known or unknown suspected origin or causation. Tenant acknowledges that if security services are provided, additional fees, including but not limited to, alarm permit fees and false alarm fees may be assessed to Tenant and it is Tenant's responsibility to pay for such additional fees and to comply with all governmental regulations regarding security alarm systems. Tenants obligations to provide guaranties, proof of income, or pay security deposit are stipulated and understood **not** to constitute conditions precedent to this Lease being fully effective and binding on undersigned Tenants but are requirements which must be met before Tenants can physically occupy the rental space; the failure of any or all undersigned Tenants to provide any such requirements shall not operate to void or negate this Lease and Tenants' monetary obligations in any way. If a guaranty is required by management or executed on behalf of Tenant it shall be the Tenant's obligation to notify any/all guarantor(s) of any renewal, modification or execution of this Lease or any subsequent Lease agreement. Resident understands that this Lease will become effective when the attached Application for Residency is approved by Property Manager. Resident acknowledges receipt of Community Standards, Policies and Procedures, and Departing Procedures which are part of this Lease and incorporated by reference. Resident acknowledges that any future addendums and guaranties to this Lease are part of this Lease and incorporated by reference. The undersigned Residents have read, understand, and agree to these and such other policies as Agent feels are necessary in its good faith judgment to insure harmonious operation.

This Tenant Lease is the entire understanding between the parties and shall **NOT** be altered orally. The waiver of any clause of this Lease is neither a continuing waiver nor a waiver as to the entire Lease.

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## ACKNOWLEDGMENT

TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE AGREEMENT, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT. TENANT AGREES THAT ANY PROCEEDINGS TO ENFORCE THIS AGREEMENT OR RELATED RIGHTS SHALL BE BROUGHT IN ALACHUA COUNTY, FLORIDA FOR PURPOSES OF VENUE, AND TENANT CONSENTS TO PERSONAL JURISDICTION ON FLORIDA.

**Tenant (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant (sign):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Leasing Agent (sign):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Management (sign):** \_\_\_\_\_ **Date:** \_\_\_\_\_



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## UNIVERSITY COMMONS COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your lease agreement with University Commons. We provide these Rules and Regulations for your benefit and the benefit of the other residents of University Commons. By abiding by these Rules and Regulations, we expect that all residents will better enjoy living at University Commons. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, and increased utility costs. Please note that any violation of one of these Rules and Regulations constitutes a default in the lease agreement and University Commons may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. In accordance with your Agreement of Lease, and security deposit hereunder, you will be charged for violation of these Rules in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's rent. Renters insurance is strongly suggested for all residents. Renters insurance protects your belongings in cases of theft, fire, flood, etc.

**Safety:** Speed limits within the community are 10 MPH or as posted. Fire code requires that walkways be kept clear at ALL times. Plants are acceptable only on exterior walkways and only if they do not obstruct a normal pathway. Bicycles, tools, clothing, grills, and other items are not permitted on walkways. Any property left in halls, stairways, or landings shall be considered abandoned or trash and Renter will be charged for removal. Motorcycles, mopeds, and all other gasoline powered items must be stored outside the unit away from the bldg. Fireworks, firearms and other dangerous articles are expressly prohibited. The use of a personal charcoal or gas grill is expressly prohibited.

**University Commons is not responsible for the replacement or repair of stolen or damaged belongings. Resident is encouraged to secure apartment-dwellers, renters or similar insurance to cover any loss or damage to personal property through an insurance agency of their choosing.**

The Landlord acknowledges the right of resident to entertain friends and to have parties and guests. Resident, members of resident's family and guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort to interrupt the sleep of other residents. All radios, television sets, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. Accordingly, the following shall apply to complaints concerning a Resident's violation of this rule.

- FIRST:** was filed. A written warning will be issued to the Resident, specifying the complaint that
- SECOND:** be assessed against Upon a second complaint, which is not refuted by Resident, a \$25.00 charge will resident.
- THIRD:** assessed and the Upon a third complain, which is not refuted by a Resident, a \$50.00 charge will be parent or sponsor signing the Guaranty will be notified.
- FOURTH:** discretion, declare A charge shall be imposed in the amount of \$100.00 and Landlord may, in its the Lease to be in default.

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**Use:** Resident agrees: (i) to abide by all applicable governmental laws, orders, rules and regulations, (ii) to avoid any disruptive behavior or conduct, (iii) to obey the rules and regulations outlined for the community, (iv) not to injure the reputation of the Community or its residents, (v) not to take any action or inaction which would cause an increase in the rate of insurance at the Community, (vi) not to use profane language, (vii) not to exhibit loud or boisterous conduct, (viii) not to engage in the use or sale of any illegal or controlled substance, participate in the manufacture of illegal drugs or have in your possession of drug paraphernalia) (ix) not to have firearms or explosives of any kind in the Community, and (x) not to engage in any activity which interferes with or decreases the use and enjoyment of the Community by other residents. (xi) Smoking of any kind inside any unit is expressly forbidden. All smoking must be done outside of units or buildings with all doors or windows to the unit closed.

## **Visitors and Guests:**

**A.** Although Resident may have visitors from time to time, Landlord requires that no more than ten (10) persons be allowed in the Unit at any one time, and that order and tranquility prevail at all times. If Resident is in violation of this condition of the Lease Agreement, the total cost of repairs for any and all damages caused by an excess number of people in the Unit or areas outside the Unit will be the responsibility of Resident. All residents of the unit will have shared liability for common area damages.

**B.** Resident shall not allow the Premises, Unit or Facility to be used for any unlawful purpose whatsoever. Without in any way limiting any of the foregoing, Resident further agrees to not allow in the Premises, in the Unit, or in the Facility any illegal manufacture, sale, possession or use of any drugs or substance controlled by the state in which the Premises, or Facility are located or by the United States Federal government by Resident or by any of Resident's guest or invitees. Resident also agrees not to possess or keep any explosives, flammable or any hazardous substances, or any item or thing of a dangerous nature in or on the Premises or the Facility, or to allow any guest or invitee to possess or keep the same in or on the Premises, Unit, or Facility. Resident understands and agrees that violation of this paragraph shall constitute a material default of the Lease Agreement, which may not be cured. Possession of any firearm or weapon also will constitute a material default of the Housing Agreement, which may not be cured.

**C.** Resident or resident's guest shall not allow or use any and all vacant Bedroom(s) in the unit. All vacant/un-rented Bedroom(s) are the property of Management. Any vacant bedroom(s) found to be used by resident or resident's guest will be charged any and all cost(s) to get the unit / bedroom(s) back to rent ready condition.. In the event of the occupancy by any unregistered or unauthorized guest(s) of the Bedroom or Unit, Landlord shall be entitled to recover from the Resident and guest(s) (whose liability shall be joint and several) an amount equal to the amount of the most recent contract payment, in addition the right of Landlord to declare the Lease Contract in default and pursue any of Landlord's other remedies hereunder or law and equity. This may include but is not limited to the cost to house a new tenant while mgmt makes the unit ready.

**Maintenance:** All requests for service should be called into or delivered to office and Resident must request and maintain a service request number referencing the specific service requested. Excessive damages caused by Resident or Resident's guests' negligence or any non-reporting of necessary service repairs will be chargeable to Resident. Resident is responsible for periodic testing of any smoke detector and prompt reporting to Mgt via certified mail of any malfunction of same or the existence of any safety hazard. Failure to do so shall relieve Mgt of any responsibility and or liability etc. that might otherwise exist for any related loss that might occur. Resident is responsible for periodic changing of air filters. False activation of any fire alarm will result in a \$300 fine and payment shall be due within seven days. No article, clothing or otherwise, should be hung over any railings or out of any windows. The Landlord shall have the right to correct any unreasonably dirty or unkempt condition, as determined by the Landlord's sole discretion, which may exist in leased premises. Any expense incurred in correcting such a condition shall be considered the Resident's expense and must be paid immediately upon billing. The Landlord may exercise the right only after three (3) days written notice to the Resident.

**Grounds:** Take pride in your community- PLEASE DO NOT LITTER. Residents and Mgt. alike take pride in the overall appearance of their community. Please help us in maintaining that appearance by keeping the area around your unit litter free, maintaining the area around your unit, calling the office in regards to areas of concern, and having guests abide by the same standards. Thank you in advance for helping us maintains the overall appearance of your community. All garbage should be immediately delivered to the appropriate refuse container. Any articles of trash left outside of the unit tend to attract unwelcome pests and will be removed and assessed a \$25 per bag/item charge. All cigarette filters found on grounds or breezeways that were

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generated from Resident(s) unit will be removed and Resident(s) assessed fined \$2 per cigarette filter. Please make sure not to contaminate the clearly marked Recycling dumpsters. Recycling cans are for the recyclable materials listed on the can only. They are there as a service to our Renters and the environment and if contaminated, they are removed as waste, not recycling. There is a \$100 fine assessed to any Renter found contaminating the Recycling cans.

**Pets:** Residents shall not have or allow any pet to be in the Bedroom or Unit, except for guide dogs accompanied by sight-impaired persons and with prior written consent by Landlord. The following shall apply to a violation of this policy per pet:

**First:** A written warning will be issued to the Resident(s) specifying the complaint; a \$150 charge will be assessed per pet against the Resident(s) and Landlord may, in its discretion, declare the Lease Agreement to be in default.

**Second:** Upon a second violation, a \$300 charge will be assessed per pet against the Resident(s) and the Landlord may declare the Lease Agreement to be in default. Any damages caused by the illegal pet(s) will be assessed to Resident(s).

If ownership of a pet found in a unit cannot be determined to belong to a single Resident than charge(s) will be divided evenly amongst the Residents of that unit unless admission of ownership is made by one or more Residents of that unit.

**Noise:** Resident shall at all times maintain order in the unit and Bedroom, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb other tenants of the community. All radios, TV's, stereo equipment or any other band instruments or items which may cause noise, etc., shall be turned down to a level of sound that does not annoy or interfere with other Residents of the Community. No music lessons, either vocal or instrumental, shall be permitted on the Premises at any time. No candles, halogen lamps, incense or other odor producing items shall be used on the Premises. Tenant shall not permit any offensive noises and/or odors to originate from the Premises at any time. Accordingly, at management's option in lieu of declaring a default in the housing agreement the following violation policy shall apply: **First violation: written warning; Second violation: written warning and a \$25 violation fee will be assessed per Tenant to Tenant's account; Third violation: written warning and \$50 violation fee will be assessed per Tenant to Tenant's account; Forth violation: written warning and \$100 violation fee will be assessed per Tenant to Tenant's account and at management's option the lease may declared in default.**

In order for a Tenant to refute a complaint, it is understood that the burden of proof is upon the Tenant who must refute such charge with clear, convincing and undisputable evidence. Landlord expressly retains the right to increase the charges set forth herein if the initial charges fail to cover costs and expenses. Such charges are expressly included as an item guaranteed in the Parental or Sponsor Guaranty form. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.

No incense or other odor producing items shall be used on the premises. Because of the nature of the apartments, it is understood that offensive noises and/or odors are expressly prohibited.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles and other vehicles or any purpose other than ingress and egress.

**Satellite Dishes:** University Commons respects our Resident's right of choice when it comes to choosing access to cable television. Satellite dishes are such an alternative. Resident must obtain written approval from management prior to installation, placement and positioning of all satellite dishes. Guidelines are available in the office. Permanent alterations to the exterior building structure (i.e. drilling holes, attaching brackets, etc.) shall not be permitted at any time.

**Common Facilities:** Hours: 9am-11pm. Swim at your own risk; there is no lifeguard. Health code does NOT permit alcohol, glass containers, or pets within the pool gates. Children under 17 must be accompanied by adults, and no more than two guests per renter. Pool Rules are enforced as posted. Renters and their guests assume all risk and liability associated with the use of equipment while in the Fitness Center. Tennis/Basketball/ Volleyball Courts, pool, Fitness Center, and Clubroom, are for the use of Renters only. Renter must accompany guests at all times to any common facilities. Residents consuming alcoholic beverages in common areas (where permitted) MUST be of legal drinking age and are responsible for any consumption of alcohol by their guests while guests are on the property or at/in any common areas. Swimming is NOT permitted in any ponds, lakes or water landscaped areas. Loitering is strictly prohibited anywhere on the property by anyone whom is NOT a Resident or guest of a Resident. Tenant shall

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have no rights by reason of this Housing Contract to the use of any Amenities covered in this section. The use of the Amenities may be regulated, denied, or restricted at any time by Management. Tenant acknowledges Management retains the absolute right to alter, modify, or eliminate said Amenities should it so elect.

**Parties/Gatherings:** All parties/gatherings must be of a size to remain within the rented apartment unit or clubhouse facility. Residents and their guests MAY NOT congregate in any parking lot, courtyard, or space outside the unit. Please refer additionally to the City/County noise ordinance(s) regarding excessive noise and disruptions. If you witness or host a party that gets out of control, please call the local Police or Sheriff's department or 911 immediately. When hosting a party, residents must first notify the office in order to ensure that the community is aware of the event. Additionally, residents are responsible for all actions and behaviors of their guests at ALL times. Any damages or litter resulting from guests of parties hosted by the Resident(s), whether expressly invited or not, are the responsibility of the Resident(s) and will be charged accordingly for remedy.

**Parking:** Each Unit will be allowed ONE non-reserved parking space per bedroom. All cars must be registered with Mgt and owned by Resident. Resident may be issued a decal to be placed on the BOTTOM CORNER OF THE DRIVER'S SIDE FRONT WINDSHIELD. Replacement of lost vehicle decals are charged at \$75, unless proof is provided that previous decal was lost in a substantial vehicle accident and was irretrievable. **All guests must park in VISITOR spaces which are marked with the word "VISITOR"**. Failure to do so will result in the offending vehicle being towed at owner's expense. Abandoned, non-operative, without tags or registration, or "For Sale" cars are prohibited and will be towed without warning. Do not park in non-designated areas or on grass. Cars must be parked inside white lines identifying each parking space. Violation of parking policies may result in the renter's vehicle, or vehicle owned by guest of renter, being towed at the owner's expense without warning. All parking policies are subject to change with prior notification. Roam towing is in place in all areas of University Commons and all vehicles not properly decalated will be towed.

Recreational vehicles, boats, jet skis, etc., are prohibited from being parked on the premises. Parking of tenant vehicles in other than designated parking area is strictly prohibited. Motorcycles must be parked in a designated parking spot. Tenant is not allowed to park or store motorcycle on patio or in breezeway area. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. This is to include, any vehicle which is inoperable; is leaking fluids; or is lacking proper license/registration. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or on football or other sports or college activity weekends. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited area, park on landscaped areas or otherwise violate parking provisions in force from time to time.

**No Business Usage or Signs:** Resident shall not carry on any organized business for remunerative purpose from the Unit nor use any Unit phone number for business purposes. Resident shall place no signs, placards or other advertisement of any character in the Unit and Bedroom, or anything visible from the outside.

**Interior Conditions:** Windows and doors shall not be obstructed. Use of foil and other similar unsightly materials over windows including but not limited to, neon or flashing signs, advertising etc., over windows is strictly prohibited. It is the Resident(s) and Co-Resident(s) responsibility to keep Unit in a clean and sanitary condition at all times.

**Move-In and Move-out Procedures:** Immediately preceding Resident's taking possession of the Bedroom, Resident may conduct an inspection of the Unit and Bedroom and shall note on the Check-In/Check-out Inspection Report (the "Inspection Report"), which shall be incorporated by reference and made a part hereof upon completion, any defects or damages, and any other conditions observed. Resident shall sign the Inspection Report within 48 hours of move-in as conclusive evidence of existing defects, damages, or conditions and of a full inventory of furniture and fixtures. If Resident fails to conduct the Inspection and/or sign, return the Inspection Report or specifically dissent in writing to any damage or defect, then Resident waives the right to dispute any assessment of damages to the Bedroom and/or Unit upon Resident's surrendering possession of the Bedroom and Unit at the termination of the Housing Contract, Landlord shall note in the space provided on Landlord's copy of the Inspection Report the present condition of the Unit and Bedroom, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Resident's occupancy and use of the Unit and Bedroom, and Resident may inspect the Bedroom and Unit.

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**Security Alarms/Fire Alarms:** Some apartments are equipped with a code activated intrusion alarm system that will be monitored 24 hours a day by an independent security monitoring firm and **Landlord assumes no responsibility** for any aspect of the equipment or services provided by such firm. The installation of such alarm shall not be construed as a representation that the Landlord guarantees immediate response when an alarm has been activated. It is the Resident's responsibility to register their alarm with the False Alarm Reduction Unit regardless of whether or not their alarm is activated and to pay all fees associated with the alarm and the permit. Permit fees are due to the False Alarm Reduction Unit and alarm permits must be renewed annually. As of January 2004, the annual permit fee was \$15.75 per permit. This fee is determined by the False Alarm Reduction Unit and is subject to change. Any damages caused by the tenant activating the any fire sprinkler system will be the liability of the tenant inclusive of but not limited to water damage to carpet, walls, and appliances. False activation of any fire alarm will result in a \$150 fine and payment shall be due within seven days.

Each bedroom is furnished with a switch which, when activated, will sound a silent alarm indicating an emergency within that particular apartment unit. If the alarm is falsely activated the following shall apply. False alarms will be billed by the F.A.R.U. Unit of Alachua County. Tenant is also responsible for any guests who falsely activate the alarm.

**Resident (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Resident (sign):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## **MOLD & MILDEW ADDENDUM**

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN UGC REALTY, LLC, AND THE RESIDENT FOR THE PREMISES LOCATED AT 2601 SW ARCHER ROAD, GAINESVILLE, FL 32608.

**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 excessive 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 reduce 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. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS ANY AIR CONDITIONING.

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

- KEEP THE PREMISIS 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 (if unit is exhaust fan equipped)
- 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 DRY CLOTHES BY HANG DRYING INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS WITHIN BATH WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- 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 IS PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WACHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

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**RESIDENT(S) SHALL REPORT IN WRITING IF ANY OF THE FOLLOWING IS FOUND IN ANY UNIT, STORAGE ROOM, GARAGE OR OTHER COMMON AREA:**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CIELINGS
- MOLD 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 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:** Owner or agent reserves the right to terminate the tenancy and RESIDENT( S) agree to vacate the premises in the event owner 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 RESIDENT (S) or other persons and/or RESIDENT (S)' actions or inactions are causing a condition which is conducive to mold growth.

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

**VIOLATION OF ADDENDUM:** IF RESIDENT (S) FAIL TO COMPLY WITH THIS ADDENDUM, Resident(s) can be held responsible or property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Resident(s) failure to notify Owner or Agent of any mold, mildew, or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against RESIDENT(S) at law or in equity and RESIDENT(S) shall be liable to Owner for damages sustained to the Leases Premises. RESIDENT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of RESIDENT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** Tenant shall hold the managing agent and owner harmless for any injury or damage as may arise out of the failure of tenant to comply with the aforementioned covenants as stipulated in this Mold Addendum.

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**PARTIES:** THIS ADDENDUM IS BETWEEN THE RESIDENT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISION OF THIS ADDENDUM SHALL GOVERN. ANY TERM THAT IS CAPITALIZED BUT NOT DEFINED IN THE LEASE SHALL HAVE THE SAME MEANING FOR PURPOSES OF THIS ADDENDUM AS IT HAS FOR THE PUPOSES OF THE LEASE.

**Resident (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Resident (sign):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

COPY ONLY



# UCG REALTY, LLC

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## Bedbug Addendum

This community has a comprehensive plan of action to follow when we encounter bedbugs in our community. Following a systematic plan will ensure that issue is mitigated quickly and will protect other residents, family members and guest in the community. Every effort is made to protect resident from the social embarrassment associated with bedbug infestation. We require a licensed pest control management professional be engaged to help respond and treat infested apartments. Without full cooperation of the residents, this treatment program will not be successful. Because this plan is very difficult and costly, we require residents to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Lack of cooperation will result in termination of tenancy.

This bedbug Addendum (this "Addendum") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between UCG REALTY, LLC the "Agent") and \_\_\_\_\_ (the "Tenant"). This Addendum will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

Landlord has inspected the unit and is aware of no bedbug infestations upon move in on (date) \_\_\_\_\_.

Resident(s) claim that all furnishings and personal properties to be moved into the premises are free of bedbugs.   x   \_\_\_\_\_ (resident initials). Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

1. Inspection: Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Duty to report: Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs rapidly multiply to create major infestation that can spread to other units. Manager will then be given access to rental unit for inspection within 24 hours of Resident being given notice.
3. Mandatory Cooperation: Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem.
4. Bed Bug Treatment: In the event of a bedbug issue, Resident agrees to the Bedbug Treatment Plan. In addition, Resident must comply with recommendations and requests from the pest control specialist prior to the professional treatment including but not limited to: (1) Place all bedding, drapes, curtain and small rugs in plastic bags for transport to laundry or dry cleaners. (2) Empty dressers, night stands and closets. Remove all items from the floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items. Used plastic bags must be disposed of properly. (3) Wash all machine washable items on the hottest water temperature and dry on the hottest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard all items that cannot be decontaminated. (4) Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of property. (5) Move all furniture toward the center of the room so that the technician can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.
5. Indemnification: Resident agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

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6. **Property Insurance:** It is acknowledged that the Landlord shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to obtain personal property insurance to cover such losses.
7. **Default:** Any Default of the Addendum or of the lease by Resident shall entitle Landlord to pursue all rights and remedies under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident's right to possession of the premises for material non-compliance. The following will be considered material non-

Compliance of the Lease and Addendum: (1) Any misrepresentation by the resident in this addendum. (B) Refusal to execute the bed bug treatment plan. (C) Failure to notify the Landlord of the presence of bedbugs. (D) Failure to adequately prepare for treatment in the sole discretion of the pest control professional. (E) Failure of the Resident to have personal property insurance to cover damage or losses to furniture. (F) Refusal to allow the Landlord to inspect the premises. (G) Any action that prevents treatment of the Unit or potentially exasperates or increases the bedbug issue.

8. **Conflicts:** To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

Dated: \_\_\_\_\_

Resident: \_\_\_\_\_

Community Manager: \_\_\_\_\_

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## MODEM ADDENDUM

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN UCG REALTY, LLC, (the "Agent) AND \_\_\_\_\_ (The "Tenant") FOR THE PREMISES LOCATED AT 2601 SW ARCHER ROAD, GAINESVILLE, FL 32608.

**MODEM:** The Agent agrees to provide one (1) modem per apartment for basic internet and cable access provided by Cox Communications. The modem is the property of UCG REALTY, LLC, and is being provided to the Tenant as part of the Lease Agreement. The Tenant agrees to pay, or have deducted from their security deposit, a sum of \$50.00 for replacement of the modem if it is found to be removed, broken or damaged in the duration of their occupancy, upon their move out, and/or at the conclusion of their Lease. The Tenant also agrees to never switch modems with another apartment or tenant, and to also notify Agent if they have decided at their own discretion and sole expense to use an alternative cable or internet service provider.

Building: \_\_\_\_\_ Apartment: \_\_\_\_\_ Bed: \_\_\_\_\_

Modem Serial No.: \_\_\_\_\_

Customer Serial No.: \_\_\_\_\_

\_\_\_\_\_  
Tenant Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date