



RENTAL AGREEMENT

DATE: _____ UNIT #: _____ - _____ W. Saint Augustine St. Tallahassee, FL 32304

Rental Term: Starting: August 1, 20____. Ending: July 31, 20 ____ at 5:00 pm.

Parties to Rental Agreement

This agreement was entered in the (Above Date) by and between:

TENANT: _____
(Hereinafter known collectively as "Tenant")

TENANT SIGNATURE: _____

LANDLORD: _____
(Owner, Property Manager, or Agent of Rental Property Nole Quarters, hereinafter known as "Landlord")

LANDLORD SIGNATURE: _____

Tenant rents from Landlord the premises as described above under the Terms and Conditions that follow. Only the named persons above shall occupy the Premise of the room or any part of the Complex unit listed above and no other, without Landlord's Prior written consent. All rooms must be filled and deposits paid at signing of the lease in order to rent an apartment.

Non-Refundable Deposit: \$ _____ (see # 4 of lease)

Rent per Month per Person: \$ _____ () Bedroom unit.
Due Date is on the 1st of each month and LATE BY THE 5TH of each month.

Rent Start Date: August 1, 2016 First Month's rent due August 1.
Late Rent Charge: 10% of rent plus \$ 5.00 a day each day after the 5th.

Total collected at signing of lease: \$ _____
Non Refundable Deposit + LAST Months Rent

Make all checks payable to: NOLE QUARTERS, LLC.

Nole Quarters

850-577-3100

TERMS: A twelve month lease Commencing on: AUGUST 1st and ending on: JULY 31ST at 5:00 pm. Move in date NO earlier than August 5th. If tenant(s) move in prior to August 5th, all terms and conditions of this agreement shall be in full force. Landlord shall use its best efforts to put Tenant in possession of the Premises on August 5th. If Landlord is unable to timely provide the premises or another unit within a reasonable time after move in date of August 5, rent shall abate for the period of delay. A reasonable time of delay being no longer than 15 days after move in date of August 5th. Tenant shall make no other claim against Landlord for any such delay. No Failure of Landlord to enforce for any term hereof shall be deemed a waiver of said term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. The tenants will be held jointly and severally liable for the above unit.

1. **PAYMENTS:** Tenant payment of rent and charges shall be paid at the office listed below. Make payment to: NOLE QUARTERS, LLC. and send to: 813-A, West Saint Augustine St, Tallahassee, FL, 32304

Acceptable forms of payment are personal checks, cashier's check or money orders. Payment by debit or credit card must be approved with Landlord and a signed written agreement made. All sums received by Owner from Tenant shall first be applied to past due rent and fees, then to current amounts due. Credit card payments are subject to Service Charge. Rates may vary. See automatic withdraw form for specific charges. Rent checks tendered from individuals or entities not named in this Agreement, including Co-Signers and Guarantors (if any) to this Agreement, will be considered third-party, and shall not constitute a Landlord & Tenant relationship, or any other legal relationship between Landlord and any third party. Nothing herein shall be deemed to require Landlord to accept a third-party check at any time without prior written approval.

2. **LATE RENT CHARGES:** If Landlord does not receive Tenant's complete rent payment POSTMARKED or paid PRIOR TO THE FIFTH (5th) of each month, Tenant agrees to pay Late Rent Charge of 10% of the monthly rent and \$5.00 per day until rent is paid in full. Late payments will be charged to late fee balance first. All parties to this Agreement acknowledge that damages resulting from the late payment of rent would be impracticable or extremely difficult to fix and that this amount is fair.
3. **RETURNED CHECKS:** If Tenant's rent check is returned by Tenant's bank for any reason, Tenant shall pay Landlord \$35.00 for the costs incurred thereon. Tenant will automatically incur the late charge provided above if Tenant's check is returned after the third day the rent is due. If the Tenant's checks are returned by Tenant's bank, Landlord reserves the right to require Tenant to make future rent payments by cash, cashier's check or money order only. Landlord will apply payment first to any unpaid balances and the unpaid rent. By accepting less than the full amount of rent due, Landlord does not waive any other remedy provided by law, regardless of any endorsement or statement Tenant makes in connection with the payment.

- a. Florida Statutes, Chapter 83, Subsections 51, 52, 56 provide remedies to BOTH LANDLORD and TENANT(s) to obtain compliance regarding certain obligations. Certified notice must be provided, clearly stating the non-compliance, and allowing seven days in which to remedy the problem. Leases may not be terminated without following Chapter 83. For notification purposes.

4. **NON-REFUNDABLE DEPOSIT:** In addition to the Rent you agree to pay, a one-time non-refundable Fee required to cover the normal expenses incurred by the Landlord returning the Apartment to its original condition. No portion is refunded to tenant. No portion of this payment is construed or applied to rent or owed fees. Tenant agrees to pay Landlord within 10 days of written itemized notification of any damages above normal wear and tear not including any portion of Non Refundable deposit. **Examples of normal wear and tear at move out:** carpet cleaning, painting, cleaning, small pin holes in walls, blinds, light bulbs, etc. **Example of Above Normal wear and tear:** Holes in walls, holes in doors, stolen items, broken windows, broken doors, damaged floors, broken blinds, painted walls etc. These items may be necessary to collect payment from tenant throughout the year if repairs deem necessary by Landlord. This does not release you from leaving your apartment cleaned of all personal possessions.
This non- refundable deposit also eliminates a timely move out process for the tenant.
5. **COMMON AREA DEFINITION:** Common areas include but are not limited to: laundry rooms, kitchens, bathrooms, hallways, patios and all other jointly used spaces for the common use of Tenants, Tenants' guests and invitees on the property. All Tenants of the Nole Quarters are jointly and severally responsible for the condition and upkeep of the common areas.
6. **CONDITIONS OF PROPERTY:** Condition of Premises/Alterations/Damage/Repairs: Unless otherwise stated immediately below, it is the representation of both the Tenant and Landlord that they have inspected the premises notwithstanding the foregoing, prior to **MOVE IN**, it will be noted and agree that the Premises is thoroughly clean; painted; there are no holes in any walls; carpets are either new or recently shampooed and in good condition (without holes); blinds are clean and working; all appliances (if any) are in good working order; all electrical, plumbing, A/C and heating systems are functioning properly and in good working order. Written notice must be given to Landlord at MOVE IN of any of the above mentioned items not met. Light bulbs will be supplied at move in and tenant is responsible for replacing throughout the term of the lease. Any attached, glued, painted, improvements to the Premises (whether or not Landlord has consented) will become Landlord's property unless Landlord agrees in writing otherwise. Tenant (while living on the premises) shall be fully responsible for the costs of clearing any plumbing stoppages caused in the Premises due to Tenant or Tenants' invitees as well as (but not limited to) stoppages due to hair or foreign matters. It is the responsibility of Tenant to provide access to the Premises at all reasonable times in order for repairs to be made. During Tenant occupancy of the premises, any damage (other than normal wear and tear) detected and repaired in the Tenant premises or common area shall be paid by Tenant to Landlord upon 10 days written notice of work performed and the amount due.
7. **AIR CONDITIONER/HEATING:** Tenant shall not place/install any "air conditioners" of any kind, through any window, door openings or any place in or about the Premises of the Nole Quarters without Landlords' prior written approval. Landlord will change and provide A/C filters monthly with reasonable notice. During the months of cold weather, you shall not permit the heat to be cut off and the thermostat not set lower than 50 degrees Fahrenheit. During vacations, **DO NOT TURN OFF POWER** in electrical panel, power effects refrigerator-food spoilage, heat, water pipes and security systems.
Tenant does not need to be present for installation or repairs. If an emergency exists, the requirement for notice may be shortened or waived.

8. **PLACEMENT OF PERSONAL PROPERTY:** Tenant shall not place any items of personal property outside of the Premises or in any outdoor common areas, nor place any item (other than a light weight patio style table and chairs) in or on Tenant's personal balcony/patio area (if any). **ABSOLUTELY no gas or charcoal grills on the upstairs decks. No outdoor fires are allowed on the surrounding property. Lower decks may have grills with proper matt to catch debris. This is a city fire code. No Open Flames. Landlord shall not be liable for the loss, theft or damage to such property.**
- Game day flags, tents, etc. will be expected to be removed from building following the game day. No hammocks or swings shall be attached on upper decks, rails or buildings.
 - No items will be attached permanently to the buildings or surroundings properties.
 - A fee of \$10.00 will be charged to Tenant for each occurrence of removal of trash left on property and decks. Trash must be placed in dumpster on property.
 - Bicycles and other belongings of Tenant should be on the deck or inside the units.
 - See attached addendum.
9. **PARKING:** Each building is allowed one parking space per Tenant. Tenant shall not place or store any personal property other than his/her vehicle. Extra parking may be available on the property. No vacant cars shall be left on property at any time. Each Tenant must have a current parking sticker adhered to the left front windshield of their registered vehicle. Cars will be towed at the owner's expense. All Tenants' invitees with a vehicle parked on the property, must have an issued pass from the Landlord placed in their windshield while on property. Each pass must be signed by the Landlord. **VISITOR: A guest of a current paying tenant, #21 in lease and must be visiting a specific tenant while tenant is present on property. Each pass must be filled out completely and dates not crossed out.** They must park in the back of the buildings or designated areas, not occupying a tenant's parking space at any time. Visitors may never park in front of the buildings occupying a tenant's space. Nole Quarters Landlord, owner or its agents assumes no responsibility for the care or protection of any vehicle or its content while it is on NQ property. Valuables should not be left in parked vehicles at any time. Vehicles should be locked when not in use. Thefts or damages that occur should be immediately reported to the Tallahassee Police Department. **See attached addendum or notices concerning specific parking instructions as they could change throughout the term of the lease. Tenants will be notified of Home Game Day Parking rules, subject to change.**
10. **SUBLEASING:** Tenant will not sublet or assign any part of the premises without the written consent of the Landlord and signed sub lease agreement between tenant and sub leaser. It being further understood said premises will be occupied by only the person in the signed agreement. The Tenant further agrees to pay an additional \$175.00 non –refundable transfer fee. It is the responsibility of the Tenant, not Landlord, to find a sub leaser. Tenant is responsible for full term signed lease with Landlord, regardless of Sub lease agreement between tenant and sub leaser. **See Sublease Agreement.**

11. **EARLY TERMINATION BY TENANT:** If for any reason Tenant vacates the Premises prior to the term as agreed in the Lease Agreement or any Extension Period, Tenant shall pay 100% of the cost to re-lease the Premises until such time that the Premises is re-rented. Tenant shall be responsible to pay for lost rents for the remainder of the Agreement Term as they become due if Landlord is not able to rent to a new resident. If Landlord is not able to rent to a new resident at the same Agreement Rent, Tenant will be responsible to pay the difference for the remainder of the Agreement Term.
12. **PREMISE RULES/REGULATIONS:** Tenant agrees that he/she and those occupying said Premises with him/her (including guests and invitees), shall abide by all reasonable rules and regulations that Landlord may post from time to time for the protection, good order, safety and cleanliness of the Premises and N. Q. No alterations to the interior of the apartment are allowed. No paints, stains, or screws to interior or exterior walls, floors, or furnishings, including, but not limited to patios, railings, doors, and ceilings, are to be applied without written consent of the Landlord. Lightweight picture hangers and temporary adhesive hooks are permitted. ONLY lightweight patio furniture may be placed on both upper and lower patios (no hammocks). No grills (gas or charcoal), or fire hazards on top decks. Damages and fines will be determined by Landlord accordingly. **SEE ADDENDUM**
13. **PETS: ABSOLUTELY NO ANIMALS** of any kind or description including Dogs, Cats, Birds, Fish nor any animal or reptile are allowed (even temporarily) anywhere in Tenant's apartment unit, decks or surrounding property. In the event an animal is seen on the premises by tenant or visitor, resident will pay the fine of \$500.00 at no delay to the Landlord for each animal plus \$ 10.00 for each day that the pet is on or about the premises. All animals may be removed by the Landlord if not removed by tenant when asked. It is the tenant's responsibility at the signing of this lease to have read and understand that no exceptions will be made once the lease is signed. **SEE ADDENDUM**
14. **INSPECTION/ENTRY/LOCKS:** Tenant agrees to allow Landlord entrance and inspection of the premises during business hours. Business hours are 8:00 am to 5:00 pm Monday through Saturday. The Landlord or any of its agents shall have the right to enter to examine or protect the same, to make such repairs, additions or alterations thereto as may be deemed necessary. Advanced notice will be given to Tenant by Landlord or agents. Landlord may enter premises without advanced notice in case of emergency. Tenant agrees not to add or change locks on the premises without Landlord's prior written approval, nor otherwise restrict entrances. If Tenant wishes to have lock on bedroom door, Landlord will change the lock for a fee and will require a copy of the key. Landlord may give advanced notice to do inspections of smoke alarms or any normal repairs. Landlord is not responsible in case of lockouts and a \$10 fee may be charged at Landlord's discretion. One entry key will be given to each tenant at move in. One mailbox key per apartment will be issued at move in.
15. **SECURITY:** Landlord does not provide security to Tenant other than normal locks on doors and is not responsible by law to provide added security such as cameras, alarms or fences. All units are wired

for alarms but Tenant must hold service and pay fee. Landlord must be given service providers name and any codes.

16. **DAMAGES:** All persons signing this Agreement, as Tenants, are jointly and severally liable for all rent under this Rental Agreement and for all damages to the Premises and Common Areas used or permitted by Tenants and their guests and invitees. Any damages or repairs must be reported to landlord through written letter or email for recorded purposes. Air condition and heating shall be maintained by us although you shall pay for any repair occasioned by your misuse. Example, not on proper settings. You shall use plumbing fixtures, facilities or other appliances in the manner designed. You must notify us immediately if smoke detectors are not working properly and will not remove smoke detectors from their position without reporting to Landlord.
17. **PEST CONTROL:** Pest control is provided by the Landlord. The exterior of the building will be treated and paid for by Landlord on a monthly basis. If Tenant needs interior spraying he/she must notify the Landlord and allow entry into the apartment, giving access to all areas of the apartment.
18. **LAW COMPLIANCE:** The Tenant agrees not to violate any of the ordinances of the City Of Tallahassee, or laws of the State of Florida or of the United States of America, or permit the premises to be used for any unlawful or immoral purposes whatsoever, and not for any purpose that will injure the reputation for said premises or neighborhood including but not limited to fires, fire arms, weapons or illegal acts. See City Ordinances.
19. **PROHIBITED CONDUCT:** You and your occupant's or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents or employees) in or near the apartment community; disturbing our business operations; possessing a weapon prohibited by state law; discharging a firearm or fireworks in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; tampering with utilities, fire extinguishers or bringing hazardous or illegal materials in the apartment community; or injuring our reputation by making bad faith allegations against us or others.
20. **GUESTS:** Out of respect for the other paying tenants in Tenant's apartment, each Tenant is allowed 1 overnight guest to stay on the premises no more than 2 nights during any 6-month period with the exception of parents who may be visiting during special events. Refer to # 9 in this lease.
21. **Liability Disclaim:** Tenant Insurance/Personal/Property: Tenant agrees and acknowledges that Property or Liability insurance coverage purchased by the Landlord is not intended to and will not protect against any loss or damage (i.e. burglary, vandalism, fire, smoke, water, mildew, mold, act of God, or any other perils) to Tenant's personal property or belongings or protect against any loss or damage resulting from Tenant or Tenants' invitees, actions or omissions. Tenant also understands that, by not having renter or personal liability insurance of Tenant's own, Tenant could be liable to

third parties and to the property Landlord for certain losses and understands that Tenant should not expect the property Landlord or Owner of N.Q. to be responsible for such losses. Tenant shall be responsible for and liable to Landlord for any damages incurred to Premises and any adjacent premises including any fixture or appliances as a result of a fire or other casualty by the negligence or willful acts of Tenant. Tenant agrees and acknowledges that Landlord or Owner of N.Q. does not maintain insurance coverage of "Personal Property" of Tenant in or about the Premises or anywhere on the N.Q. "Personal Property" includes, but is not limited to vehicles and all contents inside, furniture and furnishings, appliances, electronic equipment, stereo and computer equipment, clothing, jewelry, books, and all other property and things owned or belonging to Tenant, Tenant's family, invitees and all others. Insuring personal property is the responsibility of Tenant (not the Landlord or Owner). Landlord recommends that Tenant purchase insurance to protect yourself and your personal property.

22. **SURRENDER OF PREMISE:** Tenant agrees on the last day of the term of this Agreement by 5:00 pm to vacate and surrender to Landlord the Premises in broom clean condition, fixtures and all property belonging to Landlord in the same condition as when received, less reasonable wear and tear.
 - a. **Abandoned Personal Items:** Tenant agrees that any and all personal property of Tenant remaining in or on N.Q. property after term of this Agreement ends or any earlier termination shall be considered abandoned by the Tenant and hereby authorizes Landlord to dispose of such Tenant's abandoned property without further notice. Abandoned vehicles of any type will be removed and claimed at tenant's expense.
23. **EARLY SHOWING DURING OCCUPANCY:** Landlord reserves the right to show Tenant units in the N.Q. to incoming Tenants during the hours 8:00 am and 6:00 pm, Monday through Saturday, with proper advance notice to Tenant.
24. **TENANT HOLDOVER:** Tenant agrees not to extend their occupancy in the N.Q. Tenant understands and agrees that any unauthorized holdover will delay the Landlord in preparing the unit for incoming Tenants causing extreme hardship and monetary loss to Landlord. Holdover for any part of a day constitutes an entire day for calculation of holdover fine.
25. **ATTORNEY FEE:** If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney fees not to exceed \$500.00.
26. **RENEWAL OF RENTAL AGREEMENT:** Tenant shall have the option to sign a new lease at the discretion of the Landlord under the conditions herein contained. Requests of new leases may be asked in writing of the Tenant up to eight months prior to the move out date. If Tenant signs a new lease and does not have roommates to fill every bedroom, the Landlord may assign roommate(s) to fill the vacant room(s). If rooms cannot be filled by August 1, renting tenants may be asked to pay total rent divided equally.
27. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional

information regarding radon and radon testing may be obtained from your county public health unit.

28. **INDEMNIFICATIONS:** Tenant shall indemnify, protect, defend and hold Landlord, N.Q. Owner, its agents, employees, lenders and ground leaser, if any, harmless unless proven negligence from and against any and all losses and/or damages, costs, claims, liens, expenses, arising out of or concerning tenants negligence of the premises, or from any other activity, act of God, work or things permitted or suffered by Tenant or invitees in or about the Premises. Tenant hereby assumes all risk of damage to personal property of Tenant and Tenant's guests and invitees as well as injury to persons, in, upon or about the Premises arising from any cause, and Tenant hereby waives all the claims in respect thereof against Landlord, and N.Q. Owner, unless proven evidence of Landlords negligence. We will comply with the requirements of applicable building housing and health codes. However, we are not responsible for the costs or repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family or any other person on the premises, in the apartment or in the common areas of the property.
29. **DEFAULT BY TENANT:** In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have three (3) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant or Tenants guests and invitees, Tenant shall have seven (7) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph or Tenant or Tenant invitee caused an incurable breach of this Agreement, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may re-enter such premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. No money or deposits made at the signing of the lease will be refunded to tenant.
30. **DELAYS TO AGREEMENT:** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement, failure of power, regulations, weather, or a similar nature not the fault of the party delayed in performing repairs or acts under the Terms and if conditions of the Agreement, then performance of such act shall be excused for the period of delay, and the clock shall be stopped for that period of delay. The provisions of this section shall not excuse Tenant from prompt payment of rent or other amounts due Landlord under this Agreement. Unpaid balances are subject to a Credit Bureau Collection.
31. **ENTIRE AGREEMENT:** This Rental Agreement and the attachments hereto constitute the entire agreement between the parties. There are not oral or written representations or agreements made by Tenant or Landlord which supersede or modify this Agreement except for Addendums to this agreement. In the event any provision of this Agreement shall be deemed illegal or unenforceable, it shall not void this contract, or any provision thereof. The balance of the terms and conditions herein shall remain in full force and effect.
32. **RECEIPT OF AGREEMENT:** By signing this lease, it is understood that the Tenant has read and understands this Agreement and hereby acknowledges receipt of a copy of this Agreement.

33. **ENFORCEMENT:** A failure of the Landlord to insist upon the strict performance of any of the Agreements, rules, regulations or terms of this agreement shall not be construed as a waiver for the future performance of such agreement, rule, regulation, or term, but the same shall continue in full force and effect.

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

CANCELLATION POLICY: There will be no cancellation once the Rental Agreement is signed, unless at the discretion of the Landlord. You are liable for the lease under the full lease term. You shall not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service or as otherwise agreed to by the landlord in writing.

ACKNOWLEDGMENT: You hereby acknowledge that you have read this lease in its entirety. You understand 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 property. You acknowledge that this lease is a legal document and is intended to be enforced against you in accordance with its terms and conditions with all exhibits and addendums being part of this lease.



TENANT CONTACT INFORMATION

Tenant must notify the Landlord within 2 days of any changes in contact information.

Tenant's Name

Tenant's Phone Number

Tenant's Email Address

Tenant's Parents' Name(s)

Tenant's Parents' Phone Number(s)

Tenant's Parents' Email Address(es)

Tenant's Emergency Contact Phone Number(s)

Tenant's Social Security Number (optional)

Tenant must provide a copy of Tenant's Driver's License.