**RENTAL AGREEMENT**

When renting a property, do your due diligence and screen your tenants. It would be a shame to spend your hard-earned money to make a place beautiful only to have a tenant trash it.

This lease is soooooo long. It will take most tenants most of the lease to actually read it.

I’ll give you two great tips on renting or leasing:

1. When choosing tenants, show up at their residence **UNANNOUNCED** and ask to inspect the property. If they refuse to let you in, do not rent to them. They will use excuses like, “”We’re moving and the place is a mess. Can you come back?” Folks, there is a big difference between “a moving mess” and a “person who lives like a pig.” If their place looks like a pig pen today, guess what your place will look like tomorrow. I have walked away from many tenants because of this one tip.

2. Never tell the tenants that you are the owner. ALWAYS tell them that you work for the owners. Once they know you are the owner, they start asking for special favors or delays on rent with no penalties, and more. None of my tenants know I own their property. This way, when they ask if is okay to pay the rent late this month and to waive the late fees, I simply state that the owners are very strict and said no. It gets me of the hook and I don’t look like the bad guy.

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (the “Lease”) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”).

1. Demise. In consideration of and subject to all of the terms and conditions herein contained, Landlord leases to Tenant and Tenant leases from Landlord the following-described property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”)

2. Term. The term of this Lease (the “term”) shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. The fact that Tenant may occupy the Property prior to the Term shall in no way affect the Term.

3. Move In Date. The date that Tenant may take possession of the Property (the “Move In Date”) shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. If Landlord cannot give Tenant possession on the Move In Date because of construction or the holding over of a prior tenant or for any other reason, Landlord shall not be liable to Tenant in any respect for such delay. If the Move In Date is delayed for more than 15 days, Tenant may elect to terminate this Lease, provided however, that notice of such termination be either hand-delivered or mailed through Certified or Registered Mail, Return Receipt Requested, and received by Landlord not later than the fifth day after Landlord has given Tenant notification of such delay. If Tenant elects to terminate this Lease, Landlord shall promptly return Tenant’s security deposit.

4. Rent. (a) Tenant agrees to pay rent (“rent”) to Landlord in the following amounts per month for the Term: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month.

Rent reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the Term; provided, however, that if the Move In Date is on a date other than the first day of the month, on the Move In Date, Tenant shall pay to Landlord a prorate amount upon the remaining days in the month. Rent shall be payable to "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_"at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or such other accounts or place as Landlord may at any time or from time to time give notice to Tenant.

(b) If a rental payment is not paid by the fifth day after the date the Rent payment is due, then Tenant shall pay to Landlord a late charge of $\_\_\_\_\_\_\_ due on the sixth day after the date the Rent payment is due and will accrue daily at the rate of $\_\_\_\_\_\_\_ per day for each day thereafter so long as the full rental amount and late charge remains unpaid. Any payment made by Tenant shall be first applied to late charges, fines, service charges, maintenance charges, security deposits and pet related deposits and fees, past due Rent and last to current Rent.

(c) Tenant agrees to reimburse Landlord promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing) to the Property or any part thereof caused by negligence or improper use by Tenant, Tenant’s agents, employees, independent contractors, invitees, family or guests. Tenant shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Landlord.

(d) In addition to the Rent, any other payments which, by the terms of this Lease, Tenant is obligated to make to Landlord, including but not limited to utility charges, fines and damage charges shall be deemed Rent.

(e) If Tenant makes any payment by check and the check is returned for any reason, Tenant shall pay to Landlord a service charge of $20.00 in addition to any late charge that may apply.

(f) The acceptance of payments by personal check shall not be deemed a waiver of Landlord’s right to require that payments be made by good funds and if, during the Term, Tenant gives Landlord two checks which are returned and not paid, then all further payments due under this Lease shall be made by cashier’s check or money order.

(g) TENANT IS REMINDED THAT IF PAYMENT IS MADE BY A WORTHLESS CHECK, **SECTION 68-065 FLORIDA STATUTES, (1987)** PROVIDES FOR THE PAYMENT OF TRIPLE THE AMOUNT OWING.

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(h) Landlord’s failure or delay in demanding charges, or other sums due from Tenant, shall not be deemed a waiver thereof.

5. Security Deposit. Upon signing this Lease, Tenant has deposited with Landlord the total sum of $\_\_\_\_\_\_\_\_\_\_\_ as a Security Deposit to be held by Landlord until the Lease Agreement expires. At such time, provided all rents and additional charges are current and Tenant has caused no damage to the Property. Landlord will return Tenant's Security Deposit in accordance to the terms of this Lease Agreement.

6. Use and Occupancy of the Property. The Property shall be used by Tenant only as a private residence. A \_\_\_\_ bedroom house may be occupied by a maximum of \_\_\_\_\_ people at any given time. Landlord reserves the right to change this policy at any time without prior notice. All adult occupants of the Property and guarantors of the Lease must sign the Lease. Any adult occupant who fails to sign the Lease will be deemed a trespasser, will have no right of occupancy in the Property, and is subject to immediate removal from the Property by Landlord without judicial process. Tenant shall notify Landlord in writing of the name of any new occupant of the Property other than listed below. The Property will be occupied only by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Utilities. Landlord will not furnish any utilities whatsoever to the Property. It is the Tenant’s responsibility, at Tenant’s expense, to supply utilities to the Property. Tenant agrees to pay all utility deposits required in connection with use of such utility.

Landlord may modify the method in which utilities are furnished to the Property and/or billed to Tenant during the Term. In the event Landlord chooses to so modify utility service to the Property, Landlord shall give Tenant at least 30 days’ prior written notice of such modification and the amount by which Landlord charges shall be adjusted in respect of such modification and added to the Rent due hereunder.

Regarding electricity, Tenant shall supply Tenant’s own light bulbs and lighting fixtures.

8. Pet Policy. Pets are/are not allowed. If allowed, a minimum of \_\_\_\_ dogs and \_\_\_\_ cats being indoor/outdoor pets only. A separate non-refundable Security Deposit of $\_\_\_\_\_\_\_\_ per pet will be paid by Tenant to Landlord.

9. Acceptance and Care of the Property. Tenant has examined and accepted the Property subject to those items listed on the attached Move-In Inspection Report or, if the Property is not yet available for occupancy, with the Move-In Inspection Report signed by Tenant on or before the Move-In Date. Landlord, with reasonable diligence, will correct those defects so identified for correction on the Move-In Inspection Report. Defects and damages not identified on the report shall be deemed to have occurred during the Tenant’s occupancy of the Property. Tenant shall take good care of the Property, and shall at all times:

(a) Comply with all obligations imposed upon Tenant as a tenant by applicable provisions of building, housing and health codes;

(b) Keep the Property clean and sanitary;

(c) Not cause or allow any other person entering the Property by reason of the Tenant’s occupancy to cause the Property or any part thereof to be unclean or unsanitary;

(d) Promptly remove from the Property all garbage, trash and waste in a clean and sanitary manner and deposit same in garbage dumpster(s) or receptacle(s) which may be provided by Landlord, but in most instances, Tenant must furnish.

(e) Use and operate in a non-destructive manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances provided by Landlord;

(f) Not destroy, deface, damage, impair or remove any part of the Property nor permit any other person to do so;

(g) Conduct himself or herself, and require other persons in the Property with his or her consent or by virtue of his living there, to conduct themselves in a manner that does not disturb the Tenant’s neighbors or constitute a breach of the peace;

(h) Keep the front and back lawn of the Property mowed at a minimum of twice each month and keep all shrubbery in a manicured condition; and

(I) Promptly pay damages for violations of any of the foregoing, such damages may be denominated as “fines” which the parties acknowledge are liquidated damages and not penalties and have been determined and may from time to time be determined because the exact amount of such damages are difficult to ascertain.

No alteration, addition or improvement may be made to the Property or any part thereof without prior written consent from Landlord. No holes shall be drilled into walls, ceilings, woodwork or floors. Tenant may not alter original locks, nor add additional locks without prior written consent from Landlord. Antenna installations (including citizens band radio antennas) are prohibited. No water beds or fish tanks are permitted without prior written consent from Landlord and Tenant must carry floatation bedding system insurance included in Tenant’s renter’s insurance policy in an amount deemed reasonable by Landlord to protect the Landlord against personal injury and damage to the Property. Any such policy shall name the Landlord as a loss payee. Tenant shall not remove Landlord’s fixtures, appliances, furniture or furnishings from the Property for any purpose.

Any permitted alterations, additions and improvements made to the Property shall be at Tenant’s sole cost and expense, shall be surrendered with the Property and shall become the property of Landlord at the expiration or sooner termination of the Lease.

If Tenant does not keep the lawn in the condition expressed in paragraph 9(h) above, Tenant will have a 10-day grace period after one written notice from Landlord, to put the lawn in the condition required by paragraph 9(h) above. If Tenant fails to do so, a $\_\_\_\_\_\_\_ per month charge will be added to Tenant’s Rent figure due hereunder beginning in the month the notice letter from Landlord was mailed, in order for Landlord to cover the expense of maintaining the lawn. The Rent will be deemed increased by $\_\_\_\_\_\_\_ and said increased Rent will be the Rent now due hereunder.

10. Holding Over. For each day after the termination of the Lease that Tenant continues in possession of the Property without the permission of Landlord, Tenant shall pay to Landlord, in addition to all other damages provided for hereunder, the Security Deposit Agreement and state law, double the amount of Rent due on the Property based on a pro-ration of the month Rent provided for herein.

11. Rules and Regulations. Tenant and Tenant’s family, guests, licensees, employees, agents and independent contractors shall comply with all rules and regulations now or hereafter promulgated by the Landlord, the community or any controlling homeowner's association.

12. Landlord’s Liability. (a) All personal property of Tenant, Tenant’s family, guests, agents, employees or servants located in the Property shall be and remain at Tenant’s sole risk, and neither Landlord nor its manager, if any, nor either of their respective shareholders, officers, directors or employees shall be liable for any damage to, or loss of such personal property arising from any of their acts of negligence or the acts of negligence of any other persons, nor from the leaking of the roof, nor from the leaking or overflowing of water or sewer, nor from heating or plumbing fixtures, nor from electric wires or fixtures, nor from any other cause whatsoever, nor shall the Landlord or its manager, if any, or their respective shareholders, officers, directors or employees, be liable for any injury to the person of Tenant or any other persons in the Property; Tenant expressly agreeing to save Landlord harmless in all such cases.

(b) If any of Landlord’s or its manager’s, if any, employees are requested to render any services to Tenant, including but not limited to, the moving of automobiles, handling of furniture, cleaning, signing for or delivering packages, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service; and Tenant agrees to indemnify and hold Landlord and its manager, if any, harmless from loss or damage to person or property suffered by any person caused by the rendering of such services.

(c) Landlord shall in no event be liable for any damages caused by the involuntary interruption or failure of utility services whether furnished by Landlord or a utility company to the Property.

(d) Landlord shall in no event be liable for any damages caused by the interruption or failure, for any reason, of the cable TV and the security monitoring system, if any.

13. Insurance. Tenant shall do nothing and permit nothing to be done in the Property which will contravene any hazard insurance policy covering the same. If Tenant’s use or occupancy of the Property increases the premium on any hazard insurance policy, Tenant shall pay such increase.

14. Damage or Destruction of the Property. (a) Tenant shall immediately notify Landlord of any damage or destruction to the Property caused by fire, water or other hazard. In addition, Tenant shall immediately notify Landlord of the malfunction of any appliances, equipment or utilities furnished by Landlord.

(b) If the damages are such that the Property is tenantable, Landlord shall make repairs with reasonable promptness and the Rent shall not abate.

(c) If the Property is rendered uninhabitable due to the negligence of Tenant, its family, agents, guests or employees, the Rent shall not abate.

(d) If a portion of the Property is rendered uninhabitable by damage or destruction not caused by Tenant, a portion of the Rent shall be abated in a ratio equivalent to the ratio of the usable portion of the Property to the unusable portion of the Property.

(e) If the entire Property is rendered uninhabitable by damage or destruction not caused by Tenant, its family, guests, agents, or employees, then unless Tenant is offered a substitute Property as hereafter provided, the Rent shall abate during the period that the Property is rendered uninhabitable.

(f) If the Property is rendered uninhabitable, Landlord shall have the right to offer a comparable Property to Tenant for the remaining portion of the Term, in which event, all of Tenant’s rights to the Property under this Lease shall terminate and Tenant shall be obligated to take and lease the substitute Property for the remainder of the Term and subject to all of the same terms and provisions of this Lease. This paragraph applies only if Landlord has a vacant comparable Property at the same Rent price available and it is at Tenant’s option to choose to accept the comparable property.

(g) If the Property is rendered uninhabitable and Landlord does not offer a substitute Property to Tenant, Landlord shall have the option of either repairing the Property, in which case Tenant shall continue to be obligated under this Lease, or terminating this Lease, in which case Landlord’s obligation to lease the Property and Tenant’s obligation to pay Rent shall thereupon terminate.

(h) The tenantability of the Property shall be determined by Landlord at its sole discretion.

15. Right of Entry. Landlord, its manager, if any, and their agents and employees, from time to time and at any reasonable time, shall have the right to enter the Property to inspect the Property, make repairs, decorations, alterations, or improvements, supply services, or exhibit to prospective or actual purchasers, mortgagees, workmen or contractors without the consent of Tenant.

16. Subletting and Assignment. Subletting of the Property or assignment of the Lease is prohibited without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall remain fully liable for the payment of the Rent and performance of all of Tenant’s other obligations under the terms and provisions of this Lease. A consent to an assignment or sublet shall not be deemed a waiver of the requirement for consent for any subsequent assignments or sublets.

17. Landlord’s Obligations. Landlord, at all times during the tenancy, shall comply with the requirements of applicable building, housing and health codes, except for conditions created or caused by the negligent or wrongful act or omission of Tenant, a member of his family, or other person on the premises with his consent or as a result of his tenancy. Tenant hereby waives the obligation of Landlord pursuant to Florida Statutes, Section 83.52 (1987).

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18. Default by Tenant. (a) If Tenant fails to pay Rent when due and the default continues for three (3) days (excluding Saturdays, Sundays and legal holidays) after delivery of written demand by Landlord for payment of Rent or possession of the Property, Landlord may terminate this Lease.

(b) If Tenant materially fails to comply with **Florida Statutes, Section 83.52 (1987),** or material provisions of this Lease, other than a failure to pay Rent, or reasonable rules or regulations, Landlord may:

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(i) If such non-compliance is of a nature that Tenant should not be given an opportunity to cure it or if the non-compliance constitutes a subsequent or continuing non-compliance within twelve (12) months of written warning by Landlord of a similar violation, deliver a written notice to Tenant specifying the non-compliance and of Landlord’s intent to terminate this Lease by reason thereof. Examples of non-compliance which are of a nature that Tenant should not be given an opportunity to cure include, damage or misuse of Landlord’s property by intentional act or a subsequent or continued unreasonable disturbance. In such event, Landlord may terminate this Lease, and Tenant shall have seven (7) days from the date that the notice is delivered to vacate the Property.

(ii) If such non-compliance is of a nature that Tenant should be given an opportunity to cure it, deliver a written notice to Tenant specifying the non-compliance, including a notice that, if the non-compliance is not corrected within seven (7) days from the date that the written notice is delivered, Landlord shall terminate the Lease by reason thereof. Examples of such non-compliance which include, but are not limited to, activities in contravention of the Lease or **Florida Statutes, Chapter 83 (1987)** such as having or permitting unauthorized pets, guests, vehicles, or parking, or failure to keep the Property clean and sanitary.

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(iii) The delivery of written notice as required by sub-sections (I) and (ii) shall be by mailing or delivery of a true copy thereof, or if Tenant is absent from the Property, by leaving a copy thereof at the Property.

(c) In addition to the rights above-described, if Tenant fails to comply with the requirements of this Lease or **Florida Statutes, Chapter 83 (1987),** Landlord may recover the damages caused by the non-compliance. Damages shall include, but are not limited to, all court costs and reasonable attorneys’ fees incurred in connection therewith, collection agency fees, whether suit is brought or not, reasonable expenses necessary for the removal of personal property from the Property and for the reletting or attempted reletting of the Property, which shall include, but are not limited to, the cost of repairs and replacements, advertisements, commissions, brokerage fees and other expenses caused by Tenant’s breach of any of the terms and provisions of this Lease and the rent that would be due for the balance of the Term.

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19. Abandonment of the Property. Should Tenant abandon the Property prior to the expiration of the Term, Tenant shall pay to Landlord damages for terminating the Lease in an amount equal to the sum of the following.

(i) The amount of the Security Deposit.

(ii) A short-term rent charge of $\_\_\_\_\_\_\_\_\_\_\_ per month for each month remaining on the Term.

(iii) One month’s Rent charge.

(iv) A $\_\_\_\_\_\_\_\_\_ administrative fee for reletting the Property.

Landlord and Tenant agree that the foregoing are reasonable liquidated damages and not a penalty and that the exact calculation of damages would be difficult and not easily susceptible to proof.

ACTION WILL BE TAKEN TO SECURE A JUDGMENT AND COLLECT SUCH JUDGMENT SHOULD TENANT ABANDON THE PROPERTY WITHOUT PAYMENT OF ALL FINANCIAL OBLIGATIONS REQUIRED UNDER THIS LEASE. FAILURE TO MAKE THE PAYMENTS REQUIRED BY THIS LEASE MAY ADVERSELY AFFECT TENANTS CREDIT RATING.

The liquidated damages provided by this section are solely to compensate Landlord for Tenant’s abandonment of the Property before the expiration of the Term and are in addition to and not in lieu of any other damage that Landlord may have suffered by reason of any other breach by Tenant of any other provision of this Lease.

20. Landlord’s Lien.

(a) **Florida Statutes, Section 713.691 (1987)**  provides that Landlord has a lien on all personal property that Tenant located in the Property to secure the payment of accrued Rent due to Landlord under the lease. This lien is in addition to all other liens upon Tenant’s property which Landlord may acquire by law.

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(b) Tenant hereby gives and grants to Landlord a security interest to secure payment of all rentals and the other sums of money becoming due pursuant to this Lease from Tenant to Landlord and to secure the payment of any damage or loss which may be suffered by reason of the breach by Tenant of any covenant, agreement or condition contained herein upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently or hereafter situated in the Property and all proceeds therefrom and such property shall not be removed therefrom without the consent of Landlord until all Rent and other payments due hereunder shall have first been paid and discharged and all of the other covenants, agreements and conditions of this Lease have been fully complied with and performed by Tenant.

(c) Landlord shall have all of the rights of a secured party as provided in **Florida Statutes, part 5 of Chapter 679 (1987).** Tenant acknowledges that notice of sale as reasonable has been given at least ten (10) days before the time of sale. Tenant agrees that a sale will be deemed to have been conducted in a commercially or residentially reasonable manner if made at the Property after the time, place and method of sale and a general description of the types or property to be sold have been advertised in a daily newspaper published in the county in which the Property is located for five (5) consecutive days before the date of the sale. Tenant hereby gives and grants to Landlord an irrevocable power of attorney coupled with an interest to execute and file such financing statements as may be necessary to perfect the security interest of this Lease.

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21. Mortgages.

(a) This Lease is and shall forever be subordinate and inferior to any and all mortgages now existing or hereafter given which encumber all or any part of the Property. Tenant shall not be released from its obligations hereunder by a foreclosure of any such mortgage and Tenant shall attorn to any subsequent owner of the Property.

(b) Upon the transfer of title to the Property, Landlord shall be released and relieved of all obligations hereunder and Tenant shall look solely to the then owner of the Property for the performance of the duties of Landlord hereunder from and after the date of such transfer of title.

22. Tenant Information. Tenant has supplied information to Landlord by means of an Application or similar instrument. Tenant covenants that all such information was given voluntarily and knowingly by Tenant, and if such information proves to be false or misleading in any material respect, Tenant shall have committed a material default under this Lease that Tenant shall not be permitted to cure. Tenant has authorized Landlord to order and obtain a Consumer Report (Credit Report) from a Consumer Report Agency to be used in connection with the execution of this Lease. Tenant agrees to pay Landlord the cost of the report.

23. Successors. The terms and conditions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, personal representatives, successors and assigns (subject to Paragraph 17 thereof).

24. Notices. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Tenant at Tenant’s address at the Property, and to Landlord at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (or at such other address or addresses as Landlord may at any time or from time to time designate to Tenant). Personal delivery of any such notice by Landlord or Tenant at the above addresses shall also be deemed effective delivery hereunder.

25. Rent Escalation. Anything to the contrary herein notwithstanding, in the event of increase in utilities, taxes, insurance premiums, maintenance costs, or other operating expenses of the Property, Landlord may increase the Rent by the amount of the increase upon thirty (30) days prior written notice to Tenant. The total Rent increase assessable by Landlord hereunder during the initial Term shall not exceed ten percent (10%) of the Rent set forth herein.

26. Misc. Terms.

(a) This Lease including any addendum now or hereafter added thereto is the entire agreement between the parties. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified except by an instrument in writing signed by Tenant and an officer of Landlord or its manger, if any.

(b) IN THE EVENT OF MORE THAN ONE TENANT, EACH TENANT IS JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THE LEASE.

(c) Each Tenant states that he or she is of legal age to enter into a binding lease for lodging.

(d) This Lease shall be governed by and construed in accordance with **YOUR STATE** law.

(e) Time is of the essence of this Lease.

(f) Manager, if any, is the agent of Landlord and may act as Landlord in all matters regarding this Lease until such time as Landlord has given a notice to Tenant notifying Tenant that such agency has been terminated. At such time and from time to time, Landlord may appoint a successor Manager to act as Landlord’s agent with respect to this Lease. It is understood and agreed that all of the covenants, agreements and obligations of Landlord hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Manager and Landlord.

27. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

28. Attorneys’ Fees. In any action brought to enforce the provisions of this Lease or to recover damages arising out of a party’s breach of any provision of this Lease, the prevailing party may recover reasonable court costs, including attorneys’ fees, from the non-prevailing party.

29. Security. Tenant is aware that unlawful acts occur in the local community and that neither Landlord nor its manager, if any, can be held responsible for unlawful acts committed against Tenant’s person or property or the person or property of any other person within the Property by reason of the Tenant’s occupancy of the Property. The security of Tenant’s and such other person’s person and property is solely the responsibility of Tenant and neither Landlord nor its’ manager, if any, assume any responsibility in this regard.

30. Waiver of Notice, Demand or Claim. Except as specifically provided in this Lease or by law, Tenant hereby waives the right to notice of any action, demand or claim by Landlord.

READ THIS INSTRUMENT BEFORE SIGNING.

TENANT: LANDLORD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: Print Name:

Witness: Witness:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: Print Name:

Date: \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_