



THE
COMMONS
LEASE AGREEMENT

NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE

NAME: _____ ("Tenant") SS# _____ DATE: _____

PERMANENT ADDRESS: _____

And EDR TALLAHASSEE LIMITED PARTNERSHIP (Referred to in this Lease as the "Owner" or "us," "we" or "our") represented by Allen & O'Hara Education Services, Inc., the "Manager"). You acknowledge that this lease is for an essential necessity and that you will be fully bound by all of the terms and conditions hereof, irrespective of your age or legal status.

Starting Date of Lease Term: _____ **Ending Date of Lease Term:** _____

Your "Rent" for the Term is \$ _____ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in one of the following payment options (please select one):

_____ Option A: Full term payment in the amount of \$ _____, due on or before _____, _____.

_____ Option B: Two equal installments in the amount of \$ _____, due on or before _____, _____ and _____, _____.

_____ Option C: _____, (_____) equal installments of \$ _____ payable as follows; the first installment due on _____, _____, with remaining installments due on or before the 1st day of each month beginning _____.

The breakdown of your regular installments are:

\$ _____ for "Base Rent";
 \$ _____ for _____
 \$ _____ for _____

Total Rent Installment: \$ _____

APARTMENT COMMUNITY: The Commons, located at 1325 W. Tharpe, Tallahassee, FL 32303, the "Community."

LEASED PREMISES: This Lease entitles you to exclusively occupy one furnished bedroom (referred to herein as your "Bedroom") in a _____ including the bathroom, living room, kitchen, and where applicable, laundry facilities within the Apartment (the "Common Areas"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "Apartment." In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You understand and agree that we will assign, in our sole discretion, a specific apartment and bedroom number on or before the move-in date.

1. LEASE TERM. The Lease starts on the Starting Date, and ends at 12:00 NOON on the Ending Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You shall not be released from your liability under this Lease for any reason, except for involuntary military service, including but not limited to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, or bad health. You may not occupy your Bedroom until the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that your Bedroom is not available for occupancy on the starting date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

2. DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:

- a. Your sole use of your Bedroom within the Apartment;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas;
- c. Together with the other residents of the Community, your joint use of those areas of the Community to which all residents have general access;
- d. Your sole use of the furniture within your Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
- e. Your joint use of the mail box that is assigned to you by us (the "Mail Box"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," your mail will be placed in the Mailbox, but we assume no liability for loss or delays in delivery and/or failure of delivery.

3. RENT AND ADDITIONAL CHARGES. With the exception of the first installment, you will pay us the "Rent Installment," which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable at the business office (or such other place of which you are notified in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any additional charges to your account will be deemed as additional rent except as provided by law.

If your Rent is not paid by midnight on the second (2nd) day of the month you will be charged \$30.00 in addition to your Rent. In addition, beginning with the sixth (6th) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. Late fees will be treated as additional rent. Partial payments will not be accepted.

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to any amounts due to us under any prior leases, second to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; third to maintenance and repair costs chargeable to you; fourth to outstanding legal fees and/or court costs legally chargeable to you; fifth to outstanding utility bills that are your responsibility; sixth to deposits or portions thereof due from you; and seventh to Rent.

5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked (X): X cable TV, ___ electricity, ___ gas, X water, X sewer, X garbage removal, X internet, ___ telephone. If the electric bill for the Apartment is in excess of \$_____ for a _____ bedroom apartment, the excess charges will be equally divided among the persons leasing the Apartment. Your portion of the excess of the utility bill will be due within five (5) days upon receipt of invoice. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the cable, telephone and/or internet service provider. It is your responsibility and you agree to maintain all applicable utilities not included by us, including but not limited to electricity, at all times during the duration of the Lease; failure to do so may result in finding your lease to be in Default as explained in Section 12 of this Lease. You will be responsible for any damages and subsequent repairs caused by your inability to maintain your portion of any utilities not provided by us.

6. **RELOCATION.** It is understood that the Apartment contains other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$_____ will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

7. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of \$_____ is required for the use of facilities and service-related functions associated with this Lease (the "Service Fee"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

8. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you received them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

9. **RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment and your Bedroom at all reasonable times (or at any time in the event of an emergency), without notice to you and without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers or representatives of insurance or lending institutions. **You may not change any locks.**

10. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. **You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

11. **DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

12. **DEFAULT.** You are in violation of this Lease if:

- You fail to pay Rent or any other amount owed as directed by this Lease;
- You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or Misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal

- drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- g. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- h. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- j. You keep any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.

13. **REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
 - b. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
 - c. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
 - d. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
 - e. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
 - f. Report all violations to credit reporting agencies; and
 - g. Do any combination of a, b, c, d, e or f.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

14. **RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us (“**Rules and Regulations**”). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

15. **CONDITIONS OF PREMISES.** An Apartment Condition Form will be provided to you at the time that you move into the Premises. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR “AS-IS” CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person’s violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

16. **RIGHT OF REFUSAL.** Until we have executed this Lease, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

17. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

18. **YOUR DUTIES UPON TERMINATION.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least **seven** days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

19. **CONSENT TO JURISDICTION AND VENUE.** This Lease has been entered into in the **County of Leon in the State of Florida** You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Leon County, Florida and no other venue.

20. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the **State of Florida**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

21. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

22. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.

23. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

24. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.

25. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

26. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the new resident must take possession of your Bedroom before the assignment will be considered complete.

27. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

28. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.

29. **SALES.** Any sale of the Community 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 Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

30. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

31. **HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of \$150.00 per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.

32. **NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

33. **PARKING.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage.

34. **PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image taken of you while you are in any public spaces, grounds, offices at The Commons Apartments or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant The Commons Apartments, Allen O'Hara Education Services, Inc. and EDR TALLAHASSEE I, LLC and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used

in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless The Commons Apartments, Allen O'Hara Education Services, Inc. and EDR TALLAHASSEE I, LLC and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge The Commons Apartments, Allen O'Hara Education Services, Inc. and EDR TALLAHASSEE I, LLC, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

35. **PROPERTY LEFT AFTER SURRENDER OR ABANDONMENT.** By signing this rental agreement the tenant agrees that upon surrender, abandonment or your death, as provided by chapter 83, Florida statutes, the Landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.

36. **RADON GAS.** 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 in Florida. Additional information regarding radon and radon testing may be obtained from your county health department

37. **DRUG AND CRIME FREE ENVIRONMENT.** You acknowledge The Commons Apartments has a strict Drug-Free Policy and agree as follows:

- a. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
- b. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
- c. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near, or within sight of the premises or otherwise.
- e. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare of any persons.
- f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this section of the Lease Agreement shall be deemed a serious violation and material noncompliance with the Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: _____
Printed Name

OWNER: EDR TALLAHASSEE I, LLC

BY: _____
Your Signature

BY: _____
Authorized Signature

DATE: _____

DATE RECEIVED: _____

RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these “**Rules and Regulations**” for the purpose of preserving the welfare, safety, and convenience of tenants in The Commons Apartments, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a Default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment. Failure to remove any and all additions covered under this section may result in a daily fee of \$25.00 until it is removed.
4. Pets are not permitted in or about the Apartment except for animals assisting disabled or handicapped persons. If a pet is found in the Apartment, your lease may be terminated as provided by law. Additionally, the following fees will apply:
 - First: A written warning will be issued to you specifying the complaint and a \$200.00 charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet and furniture due to any damage by the pet(s) and for charges incurred for pest control treatment and odor/stain removal.
 - Second: Upon a second violation, a \$300.00 charge will be assessed against you. You will also be responsible for cleaning and/or replacement of carpet and furniture due to any damage by the pet(s) and for charges incurred for pest control treatment and odor/stain removal.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly. All smoke detectors within the Apartment and around the Community must remain plugged in and equipped with batteries. Removal of these devices will result in \$25.00 fee for every device removed.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on the property. Grills have been provided to you on the property.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent. Failure to comply with and agreement to live within the multi-tenant and residential nature of the Community and violation of this section may result in fees and/or finding your lease to be in Default.
11. Smoking is not permitted in the Apartments. Smoking in the clubhouse/community building or other recreational areas is not allowed. All cigarette butts must be disposed of properly. Failure to comply with this section may result in fees as well as charges associated with odor/stain removal and other repairs associated with this violation, including but not limited to painting, and carpet/furniture replacement.
12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you. Vehicles must comply with all rules as governed by the Lease Addendum provided by the Community entitled 'Parking Rules and Regulations'. Non-moving storage devices, such as PODs, are not authorized to be placed on the property at any time. Residents are restricted to (1) one decal; residents found to have multiple decals assigned to them risk having all vehicles towed and parking privileges revoked from the property. The property is a 24 hour tow away zone and all non-residents must park in visitor parking spots or risk being towed without notice at owner's expense.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$25.00 per key will be made for each key lost or not returned. A charge of \$50.00 will be made for each keycard lost or not returned. Locks are changed at a cost of \$75.00 per lock, including unauthorized locks installed by Residents without prior written consent. A fee of \$30.00 may be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. A returned check charge of \$50.00 will be assessed for any check returned unpaid. Late fees will begin to accrue immediately until payment is received in full via certified funds.
16. No furniture/appliance is to be removed from public areas or from the Apartment.
17. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fees up to \$50 for each item, per day, until it is removed. You must maintain your apartment in a sanitary condition that does not promote vermin, pests, or is otherwise deemed unhealthy by us. Failure to do so may result in fees including but not limited to the cost of cleaning the apartment, or penalties as otherwise described in Section 12 of this lease.
19. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
20. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package. Packages accepted will be kept for a total of 3 weeks before a final notice may be delivered to your apartment and the package returned to sender.



PARENTAL OR SPONSOR GUARANTY

Tenant Name: _____

In consideration for, and as an inducement to enter into a Lease with the above-named tenant, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally the full performance and observance of all the agreements contained in the lease and of any amended, revised, continued or renewal lease, including, but not limited to, the payment of Rent and other amounts payable by the above-named tenant, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by the above-named tenant. Guarantor waives each and every notice to which Guarantor might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by the above-named tenant. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This Guaranty shall apply to the term granted by the Lease, any extension or renewal thereof and to any holdover term following the term granted by the Lease or any extension or renewal thereof. When the term "Guarantor" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty. Each such person waives any right to require the Landlord to enforce this Guaranty against any other person(s). The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s). Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of State of Florida or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by the Landlord, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Leon County in the **State of Florida**.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: _____
SIGNATURE OF GUARANTOR* DATE*

PRINTED NAME OF GUARANTOR* DATE OF BIRTH*

BILLING ADDRESS* CITY/ STATE/ZIP CODE* TELEPHONE*

SOCIAL SECURITY NUMBER* CELL PHONE NUMBER* GROSS MONTHLY INCOME

DRIVER'S LICENSE NUMBER AND STATE* EMAIL ADDRESS*

ALL LINES MUST BE FILLED OUT LEGIBLY, AND COMPLETE TO BE APPROVED

STATE OF _____, _____ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, _____.

[NOTARIAL SEAL] Notary Public
My commission expires: