

Three Palaces Realty Corp.

This rental agreement is between Three Palaces Realty Corp. and

1. TERM: Agent hereby rents to Tenant and Tenant hereby rents from Agent, in accordance with Florida Law and the conditions set forth in this rental agreement, Rental Property at:

_____ Hillsborough County, Florida for a term of _____ beginning on _____, and ending at midnight on _____.

If Resident earlier vacates, Tenant nevertheless shall be liable to Agent for rent for the full term, unless Agent accepts Surrender of the rental in writing. If a previous Tenant fails to deliver possession of the rental on the date the term is to commence, then the term shall begin when Agent is able to give possession to Tenant, and rent shall be abated until possession is given.

2. RENT: Tenant promises to pay to Agent monthly installments of rent in the amount of \$ _____ each. The first installment has been paid upon the execution of the Agreement; and each subsequent installment shall be paid in advance without demand on the first day of each calendar month while this Agreement remains in effect. After the 5th of each month, a late fee, equal to 10% of the monthly rent, will be automatically assessed. A \$50 handling fee is charged each time a rent check is returned by the bank. All rent shall be payable to **THREE PALACES REALTY CORP. at 6105 Memorial Highway (Suite A4), Tampa, Florida 33615.**

3. DEFAULT: If Tenant shall fail to pay rent when due or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Agent, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Agent may consider any property left on the premises to be abandoned and reasonably believes that such abandoned property has no value, it may be discarded.

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE AGENT SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Agent (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page.

All property on the premises is hereby subject to a lien in favor of Agent for payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due , or (b) at any time terminate all Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the agreement, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

4. USE: The premises shall be used exclusively as a Tenant for Tenant and the members of Tenant's immediate family and at no time shall be occupied by more than _____ adults and _____ children. Occupancy by guest staying over 15 days will be considered to be in violation of the provision.

5. ASSIGNMENT: Tenant shall not assign this Agreement, or any interest herein; nor sublet all or any portion of the rental without Agent's prior written consent.

6. MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, furnishings and **plumbing stoppages** therein and shall surrender the same at termination hereof; in as good condition as received, normal wear and tear excepted. **Tenant shall be responsible for the changing and or cleaning of the Air Conditioning and heater filter. Tenant will be charged for any damage caused by not doing so.** Tenant shall be responsible for replacing all types of interior and exterior light bulbs. Tenant shall be responsible for pest control. Tenant shall be responsible for damaged caused by his negligence and that of his family or invitees and guests. **Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without prior written consent of the Agent.** Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the resident. **Tenant shall be responsible for the cost of cleanup or replacement of any areas due to oil stains left on any concrete driveways or asphalt areas. Tenant shall be responsible for cleaning the carpets upon termination of this agreement.**

7. UTILITIES: Tenant shall furnish the utilities for the rental, at Tenant's expense except for the following:

8. THIRTY DAY NOTICE: Tenant must give rental Agent thirty days (30) notice of their intentions to renew their Agreement or move.

Agent (_____) and Tenant (____)(____) acknowledge receipt of a copy of this page.

9. HOLDING OVER: If Tenant remains in possession of the rental with Agent's consent after expiration of the Agreement, said continued possession shall be deemed a tenancy from month to month, subject to all provisions of this Agreement. If Tenant remains in possession after termination or expiration of this Agreement without agent's consent, Tenant shall pay to Agent double rental without prejudice to any other right or remedy of Agent.

10. RENEWAL/EXTENSION: The Lease can be renewed or extended only by a written agreement signed by both Agent and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

11. SUBORDINATION: This agreement is subordinate to any and all mortgages which may now or hereafter be a lien upon the rental.

12. LIABILITY: Agent shall not be liable to Tenant or any invitee of Tenant for any injury or damage to person or property caused by any defect in the rental, or the premises of which the rental constitutes a part, until a reasonable time in which to correct same; nor shall Agent be liable for any loss or injury to Tenant's person or property caused by any other Tenant, invitee of any other Tenant, or any other person on the premises without the Agent's actual knowledge and consent. Tenant shall indemnify and hold Agent harmless from any and all losses, damage, or expense including reasonable attorney's fees, arising out of any claim asserted by any person for loss of, or damage or injury to, person or property caused by any act, fault, or neglect of Tenant or any person on the premises with Resident's consent, whether actual or, implied.

13. SECURITY DEPOSIT: Agent acknowledges receipt of \$_____ from Tenant as security for Tenant's full performance of all provisions of this Agreement. If Tenant defaults with respect to any provision of this Agreement, Agent may apply such sum in reduction of all costs, damage and expenses Agent incurs because of such, default without waiving or limiting any other right or remedy Agent may have against, Tenant because of such default. If Tenant fully performs each and every provision of this Agreement, said security shall be returned to Tenant in full upon expiration of this Agreement. At no time may the Security Deposit be applied toward rental payment unless agreed to by Agent in writing. Your security deposit will be held by us or representative in a non-interest bearing back account at SUN TRUST BANK. You may not apply your security deposit toward any unpaid rent, as it is a good faith deposit for your faithful fulfillment of each condition of this Lease. Your security deposit may be applied by us, at our discretion, toward the payment of any money that you owe to us, including rent.

Agent (_____) and Tenant (____)(____) acknowledge receipt of a copy of this page.

The following information is provided pursuant to 83.49(3), Fla. Stat: YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE AGENT'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE AGENT YOUR NEW ADDRESS SO THAT THE AGENT CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE AGENT MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE AGENT'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE AGENT STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE AGENT'S NOTICE, THE AGENT WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY, IF THE AGENT FAILS TO TIMELY MAIL YOU NOTICE, THE AGENT MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE AGENT MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND, YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT, GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

14. GENERAL: No waiver by Agent of any default of Tenant under the Agreement shall be construed as a Waiver of the covenant itself of any subsequent breach thereof; and the consent of Agent to any act requiring Agent's consent shall not constitute consent to any subsequent act. The provisions of this Agreement shall be binding, and the benefits insured to the respective heirs, successors and assigns of Agent and Tenant; and the term "Tenant" shall include all persons signing this Agreement as Tenant, jointly and severally. Agent's remedies provided herein shall be cumulative to those provided by law. Each provision of this Agreement constitutes a material provision of this Agreement; and upon Tenant's breach thereof, Agent may terminate this Agreement without prejudice to any other right or remedy of Agent. Tenant shall pay to Agent all costs and expenses incurred by Agent in connection with the enforcement of this Agreement against Tenant, including reasonable attorney's fees.

15. AGENT'S ACCESS TO THE PREMISES: Agent may enter the Premises in the following circumstances: (A) At any time for the protection or preservation of the Premises. (B) After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises. (C) To inspect the Premises, make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services, or exhibit the Premises to prospective or actual purchasers, mortgages, tenants, workers, or contractors under any of the following circumstances:

(1) with Tenant's consent; (2) in case of emergency; (3) when Tenant unreasonably withholds consent; or (4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Agent of an intended absence, then Agent may enter only with Tenant's consent or for the protection or preservation of the Premises.)

Agent (_____) and Tenant (____)(____) acknowledge receipt of a copy of this page.

16. USE OF THE PREMISES: Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Agent's written consent to the alteration or improvement. Tenant may hang pictures and install window treatments in the Premises without Tenant's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Agent's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

17. RISK OF LOSS/INSURANCE: A. Agent and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

18. LIENS: THE INTEREST OF THE AGENT SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work of the Premises as Tenant's request that the Lease does not allow any liens to attach to Agent's interest.

19. MISCELLANEOUS:

A. Time is of the essence of the performance of each party's obligations under the Lease. B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Agent and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders. C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally. D. No agreement to accept surrender of the premises from Tenant will be valid unless in writing and signed by Agent. E. All questions concerning the meaning, execution, construction, effect validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida. F. A facsimile copy of the Lease or a copy scanned, sent and received by email or by electronic means and any signatures hereon shall be considered for all purposes originals.

Agent (_____) and Tenant (____)(____) acknowledge receipt of a copy of this page.

20. RADON GAS: As required by law, Agent makes the following disclosure: "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.

21. PETS & SMOKING: No Pets Shall be brought on the premises without the prior written consent of the Agent. If pets are allowed the Security Deposit shall be increased by (_____) which is not refundable.

There is no smoking allowed indoors of Property _____

22. OTHER: I have received a copy of the Florida Residential and Landlord Tenant Act and/or downloaded it from www.threepalacesrealty.com.

23. TENANT'S TELEPHONE NUMBER AND EMAIL: Tenant shall, within 5 business days obtaining telephone services at the Premises, send written notice to Agent of Tenant's telephone numbers at the Premises.

Phone: _____ Email: _____

24. ADDITIONAL:

The Lease has been executed by the parties on the dates indicated below.

Agent's Signature _____ Date _____

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Agent (_____) and Tenant (_____)(_____) acknowledge receipt of a copy of this page.