



Cottage Grove – Gainesville, FL

Agreement of Lease

Four Bedroom Lease - Cottage

THIS AGREEMENT OF LEASE (this "Lease") is made and entered into this _____ day of _____, 20_____ by and between Capstone Properties, LLC ("Agent"), as agent for the owner of the Apartments ("Landlord"), and each of the following persons (all such persons being referred to herein as "Tenant"):

Tenant

1. This Agreement of Lease is governed by the provisions of Florida Status Chapter 83, part II (hereafter "The Florida resident landlord tenant act").
2. DESCRIPTION OF APARTMENT UNIT AND TERM: Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, an apartment unit with a mailing address of 4600 SW 13th Street Gainesville, FL 32608 unit # _____ (the "Apartment Unit"). The Apartment Unit consists of four (4) bedroom, four (4) bathroom, a kitchen and a living/dining area, together with all applicable fixtures, furnishings and appurtenances. It is understood that Tenant's rental space consists of the exclusive use and occupancy of the Apartment Unit (together with any and all applicable fixtures, furnishings and appurtenances).

The Apartment Unit is to be used and occupied by Tenant as a residence exclusively, for the period beginning August 15, 2012 and ending July 31, 2013 at 1:00 P.M., unless terminated sooner as provided herein (hereinafter the "Term"). Under no circumstances shall this Lease be construed to extend beyond 365 days from the beginning date of the Term. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a College or University in Gainesville, Florida, or is unable to continue occupying the Apartment Unit for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Neither Landlord nor Agent shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Apartment Unit to Tenant at the commencement of the Term; provided, however, Tenant may cancel this Lease if possession of the Apartment Unit has not been delivered, due to Landlord's inability to deliver, within 30 days of the commencement of the Term.

3. RENT: Tenant, in return for the use of the Apartment Unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$6,960.00, without offset or deduction (the "Rent"). **Tenant hereby acknowledges that the Term of this Lease is less than a full calendar year, and the Rent has been allocated into 12 installments.** The first installment of Rent of \$580.00 is due no later than August 1, 2012. Commencing September 1, 2012. Rent shall be paid on the 1st day of each month when the installment is due, in advance and without demand, in monthly installments of- \$580.00. The last installment of Rent of \$580.00 shall be due on July 1, 2013. Rent shall be paid at the office of the Apartments and checks tendered for the Rent shall be made payable to "The Cottages." Tenant may not withhold or offset rent, except as permitted by prevailing law.
4. LATE FEES: In the event the Rent is not paid at the office of the Apartments prior to the close of business on the 3rd day of the month when the installment is due, Tenant shall pay a late charge equal to the below amounts:

- \$25.00 for rent received after the 3rd of the month
- \$50.00 for rent received after the 8th of the month
- \$75.00 for rent received after the 13th of the month
- \$100.00 for rent received after the 18th of the month
- \$125.00 for rent received after the 23rd of the month
- \$150.00 for rent received after the 28th of the month

If the 3rd day of the month falls on a Saturday, Sunday, or a holiday observed by the Apartments, the Rent must be placed in the designated rent drop prior to the opening of the first business day following the weekend or holiday; otherwise, the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the 3rd day of the month.

To ensure timely payment by the first day of the month, please mail the Rent by the 20th day of the previous month.

If the Rent is mailed, the late charge will be applied to any Rent **received** by mail after the 3rd day of the month in which it is due. Landlord reserves the right to refuse post dated checks. The acceptance of a post dated check will not reduce landlord's right to refuse future post dated checks. If a post dated check is accepted it will be at the tenant's liability.

In the event Tenant elects to pay the Rent by check, Tenant shall pay Landlord a charge of \$35.00 for any check returned to Landlord for non-sufficient funds, or if said check otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. Said charge shall constitute additional rent hereunder. Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due, whether

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such form of payment be cash, money order, credit card, e-check or check; provided, however, Landlord shall give Tenant no less than 15 days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder.

Tenant acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, telephone charges, returned check charges) incurred by or on behalf of Tenant prior to applying the same to the current monthly Rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord. Any and all monies due to Landlord from Tenant under this lease are considered, intended and defined as additional rent.

5. SECURITY DEPOSIT: Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in an amount equal to \$100.00 as set forth in Section 2 above (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees. Upon expiration or earlier termination of this Lease, and upon surrender of the Apartment Unit to Landlord pursuant to the conditions set forth in Sections 16 and 22 below, and upon full payment of all sums due Landlord hereunder, the Security Deposit or any portion remaining unapplied (without any interest) shall be returned to Tenant. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Apartment Unit, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to possession of the Apartment Unit for nonpayment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder. Tenant acknowledges and agrees that the Security Deposit and any charges applied against same are joint and several obligations with the other tenants in the Apartment Unit and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants in the Apartment Unit who actually paid money toward the Security Deposit.
6. CONDITION OF APARTMENT UNIT: Tenant hereby acknowledges that, upon Tenant taking possession of the Apartment Unit at the beginning of the Term, Tenant has inspected the Apartment Unit, and Tenant agrees that the Apartment Unit and its applicable fixtures, , furnishings and appurtenances are in good repair and in fit and habitable condition, except as otherwise specifically noted on the walk through inspection form (hereinafter Exhibit "A", which is incorporated herein by reference) which is completed by Tenant upon taking possession of the Apartment Unit. A copy of Exhibit "A" shall be provided to the Tenant upon Tenant's request.

This Lease and Tenant's interest in the Apartment Unit are and shall be subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Apartments by Landlord, to all advances made under any such lien or encumbrance, to the interest payable in respect of any such lien or encumbrance, and to any and all renewals and extensions of any such lien or encumbrance.

7. TENANT'S OBLIGATIONS AND RESPONSIBILITIES: Tenant agrees to keep and maintain the Apartment Unit in good and clean condition, excepting reasonable wear and tear, and to make no alternations, improvements or additions thereto without Landlord's prior written consent, said alterations improvements or additions to include any process that involves the sawing, sanding, filing, carving, or penetration of any component of the Apartment unit or Building which may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Apartment Unit by Tenant with Landlord's consent shall be made in accordance with all applicable ordinances, codes, rules, regulations and laws, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Apartment Unit at the expiration or earlier termination of this Lease. Any and all alternations, improvements or additions built, constructed or placed on the Apartment Unit by Tenant without Landlord's consent may be removed by Landlord and the Apartment Unit may be restored to their original state, all at the Tenant's sole expense, with such expense constituting additional rent hereunder.

Tenant will keep the sinks, lavatories, commodes and all other plumbing open and will immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice.

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, governmental fines, or fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead made necessary by, or resulting from, (a) any destruction, defacement, impairment or removal of any part of the Apartment Unit by the Tenant or Tenant's guests or invitees, regardless of whether or not Tenant is negligent or whether or not Tenant's guests or invitees are negligent or (b) the non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, with such fees, costs and expenses constituting additional rent hereunder. Tenant expressly agrees that they shall be strictly liable to Landlord for any and all destruction, defacement, impairment or removal of any part of the Apartment Unit by Tenant and/or Tenant's guests and visitors.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the Apartments are located, or (e) engage in any other illegal activities anywhere in the world. It is understood and agreed that a single violation of this Section 8 shall be a material violation of this Lease and good cause for termination of this Lease. Unless otherwise required by law, proof of violations shall not require criminal conviction

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but shall be by a preponderance of the evidence.

Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Apartment Home as if Tenant engaged in such acts or omissions himself/herself.

It is understood that Tenant will be occupying the Apartment Unit individually and is liable for any damages to the common areas of the Apartment Unit and its fixtures,, furnishings, appurtenances, walls, ceilings, floors, carpets and doors jointly and severally with other tenants in possession unless the Tenant solely responsible for such damages can be reasonably ascertained all tenants are responsible for their own guest and visitors actions. Accordingly, Tenant must exercise responsibility to see that the entire Apartment Unit is maintained in good order and repair. Tenant shall immediately report to Landlord and the local law enforcement authority any damage or vandalism to the Apartment Unit. Tenant shall promptly report to Landlord any repairs which need to be made to the Apartment Unit.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Apartment Unit is expressly reserved for Tenant only, and any persons occupying the Apartment Unit as a guest for more than 7 days during the Term shall be treated as a guest only if Landlord is notified in writing by Tenant and Landlord consents in writing thereto, which consent may be withheld in Landlord's sole and absolute discretion. Otherwise, the occupancy of the Apartment Unit by an unauthorized guest in excess of said 7 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant and the guest (whose liability shall be joint and several) an amount of Rent equal to that being paid by Tenant, in addition to the right of Landlord to declare this Lease in default and pursue any of Landlord's other remedies hereunder or by Prevailing Law.

- 8. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Apartments. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease. Neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Landlord; and Tenant hereby expressly waives all claims for such death, injury, damage or loss. Tenant agrees to indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorneys' fees, costs and expenses if permitted by Prevailing Law) arising by reason of any death, injury, damage or loss sustained by any person, including Tenant and Tenant's guests and invitees. All personal property placed or kept in the Apartment Unit, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Apartment Unit, and neither Landlord nor Agent shall have any liability with respect to the same.
- 9. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees that Landlord, Agent, or their respective agents, employees or representatives may enter the Apartment Unit, with or without Tenant's presence, at reasonable hours with prior written notice to Tenant (or at any time and without notice or consent in the case of an emergency), for the purpose of making inspections and repairs and to perform such other work that Landlord may deem necessary or at reasonable hours and with prior written notice to Tenant for the purpose of displaying the same to prospective tenants or purchasers. No such prior written notice shall be necessary if Landlord has reasonable cause to believe the Apartment Unit has been abandoned by Tenant.
- 10. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting or transferring of the Apartment Unit without the prior written consent of Landlord shall be null and void, and shall, at the option of Landlord, terminate this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 11 or as consent by Landlord to any subsequent assignment, subletting or transferring.

If Tenant wants to assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a third party. It is understood by Tenant that execution of re-lease agreement does not release Tenant from Tenant's obligations under this Lease, and Tenant understands that in the event an assignee, sublessee, or transferee is not found by either Tenant or Landlord, Tenant shall be responsible for payment of Rent for the entire Term of this Lease. Notwithstanding anything herein to the contrary, even if a third party executes the re-lease agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party.

In the event that Landlord consents to the assignment, subletting or transfer of Tenant's interest in Apartment Unit, Tenant shall remain liable under this Lease in the event of a default by the assignee or transferee. In order to document an assignment, sublease or transfer, Tenant must execute a re-lease agreement. Tenant will be assessed a fee equal to one monthly installment of Rent, as described in Section 2, above.

- 11. **USE OF APARTMENT UNIT; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Apartment Unit as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable ordinances, codes, rules, regulations, and laws and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Apartment Unit to be used in any manner that could or does result in any damage to the Apartment Unit. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct or similar instrument(s), and failure to do so may, in Landlord's sole and absolute discretion, be deemed to be a breach of this Lease by Tenant.

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12. **SERVICES:** Each apartment unit has a separate meter for utilities and Tenant and any co-tenants of the apartment unit occupied by Tenant shall be solely responsible for paying for all utilities furnished to said unit. Neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the apartment complex in which the Premises are located. Neither Landlord nor Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Premises. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage and agrees to indemnify Landlord and Agent against any and all claims of injury or damage as may be asserted by invitee of Tenant.
14. **OTHER SERVICES:** If Agent or Landlord elects to provide any optional services, such as laundry service, cable, rental of vacuum cleaners or small appliances, etc., the charges for such other services utilized by Tenant shall be deemed additional rental and Tenant's failure to timely pay for the same shall be treated as a default hereunder.
15. **SECURITY:** Landlord may, at its sole option, employ Courtesy Managers who may reside on site. Although the presence of Courtesy Managers is for the benefit and convenience of Landlord, Agent and Tenant, it is expressly understood and agreed that the providing of courtesy managers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. Tenant agrees to comply with the security procedures and response actions set forth in the Rules and Regulations affixed hereto as Exhibit "B".
16. **BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Upon Tenant's failure to make any payment of rent when due, or upon Tenant's breach of any other terms, covenants, agreements, or conditions herein contained, or if Tenant abandons or vacates the Premises prior to the expiration of the Term, then, at its sole option Landlord may peacefully re-enter and repossess the Premises, and remove and put out Tenant and Tenant's personal property in the manner allowed by Florida law. In the event of such re-entry and repossession by the Landlord, Tenant shall be liable for all costs, attorney fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under Florida law and shall include, without limitation, (a) the right to terminate this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the then entire unpaid balance of the rent for the term then remaining, or, the right to stand by and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising, commissions, attorneys fees and cost); second, to the cost of repairing any damage to the Premises, and third, to the Tenant's rental obligations hereunder, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Florida law.

In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce landlord's rights hereunder and all reasonable fees and cost connected therewith shall be paid by Tenant. Tenant acknowledges and agrees that in the event of any default, the minimum reasonable attorney's fee for which the tenant shall be liable is the sum of \$500.00. Any rentals or damages which remain unpaid after default, including any court judgment shall bear interest at the highest rate allowable under Florida law (currently 18%).

17. **DAMAGE TO THE APARTMENT UNIT:** If the Apartment Unit is partially damaged or destroyed by fire or other casualty not attributable in any way to Tenant or Tenant's guests or invitees, the Apartment Unit shall be restored and repaired, in a reasonably practicable timeframe based on the unique circumstances existing at the time, by Landlord and any Rent for the period that the Apartment Unit is untenantable shall abate, unless Landlord provides Tenant with suitable alternative living space, in which event Rent will not be abated. If, however, the Apartment Unit is substantially damaged or destroyed by fire or other casualty not attributable in any way to Tenant or Tenant's guests or invitees, Tenant may elect either to (i) immediately vacate the Unit and notify the Landlord in writing within 14 days thereafter of Tenant's intention to terminate this Lease, in which case this Lease terminates as of the date of vacating, or (ii) if continued occupancy is lawful, vacate any part of the Unit rendered unusable by such fire or other casualty, in which case Tenant's liability for Rent is reduced in proportion to the diminution in the fair rental value of the Unit. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent if the damage or destruction to the Apartment Unit is the result of or is attributable in any way to Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up related to such damage or destruction.
18. **INSURANCE:** Tenant acknowledges and agrees that: (A) In no event shall Landlord be required to insure any personal or other property of tenant located within the apartment or otherwise at or upon the property at any time during the term; (B) such personal or other property of tenant could be damaged, destroyed or stolen during the term; and (C) certain accidents, incidents or other events could arise or occur during the term which could result in injury, damage or liability to or for tenant or others. Therefore, Landlord strongly advises and recommends that tenant obtain renter's insurance or other available insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents.
19. **RELOCATION:** For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice when possible, to relocate Tenant to another apartment unit at the Apartments of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. In the event of such relocation, this Lease shall be automatically amended as to make the "Apartment Unit" the new apartment unit. Landlord shall assist Tenant in moving Tenant's personal property to such new unit, though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion; Tenant understands and agrees that Tenant shall not have any right to compel Landlord to assist Tenant to move in any particular manner, and Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any expenses incurred by Tenant in relocating to another apartment unit. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a material

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default of this Lease and shall permit Landlord to re-enter and re-take possession of the Apartment Unit via a summary ejectment lawsuit filed against Tenant.

20. **PARKING AND COMMON AREAS:** Various areas of the Apartments are designated and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, swimming pool, laundry facilities and other amenities made available by Landlord, which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against them.
21. **GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be liable for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease or terminate Tenant's possession of the Apartment Home in the event such Guaranty is not fully executed, notarized and returned within fifteen (15) days from the date of execution of this Lease by Tenant, or prior to Tenant's taking possession of the Apartment Home, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. **The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.**
22. **CHECK-IN AND CHECK-OUT PROCEDURES:** Preceding Tenant's taking possession of the Apartment Unit, Agent or its agent, employee or representative shall conduct an inspection of the Apartment Unit. Upon taking possession of the Apartment Unit, Tenant shall immediately conduct a walk through inspection of the Apartment Unit and note on Landlord's copy of Exhibit "A" attached hereto and incorporated herein by reference, any conditions observed, whether or not Landlord agrees to repair or remedy same.

Before surrendering possession of the Apartment Unit, Tenant must give Landlord advance written notice but such notice will not release Landlord from any liability for the full Term of this Lease and Tenant will remain liable for Tenant's obligations under this Lease for the remaining Term. Upon Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, Tenant may elect to conduct a joint inspection of the Apartment Unit with Agent or its agent, employee or representative and note in the space provided on Landlord's copy of said Exhibit "A" the condition of the Apartment Unit, including, but not limited to, all fixtures, , furnishings, and appurtenances therein, and any damage done thereto which is deemed by Landlord to have arisen during Tenant's occupancy and use of the Apartment Unit. Upon Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Apartment Unit in a clean and sanitary condition, including, but not limited to, all fixtures, furnishings, and appurtenances.

If Tenant vacates the Apartment Unit or is dispossessed and fails to remove any of Tenant's personal property, those items shall be considered abandoned by Tenant, and Landlord shall be authorized to dispose of those items as Landlord sees fit in its sole and absolute discretion, subject to any restrictions imposed by Prevailing Law, a court's judgment or warrant of eviction.

It is understood and agreed that Tenant's failure to follow the prescribed check-out procedures and to return all door keys, mailbox keys, and/or electronic access cards to Landlord may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages.

Tenant shall request a receipt for all door keys, mailbox keys, and/or electronic access cards submitted to Landlord. If all door keys, mailbox keys, and/or electronic access cards issued to Tenant are not returned to Landlord, Tenant shall pay all costs and expenses associated with re-keying the Apartment Unit.

If Tenant fails to comply with the check-out procedures of this Paragraph 22 by the end of the Term, and if Tenant fails to remove all personal property upon termination of the tenancy, then Tenant agrees that Tenant shall, in addition to any liability incurred under this Lease, be liable to Landlord for rent in an amount of \$150.00 per day for each day past the last day of the Term Tenant holds over and Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant checks out of the Apartment Unit and removes all personal property from same.

23. **TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Agreement. and in addition to, and not in lieu of the other duties and obligations under this Agreement, the Act, other applicable Laws, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to: (a) fulfill all requirements outlined in the Rules and Regulations; and fulfill or perform the following duties:
1. Remove all items of personal property that are not the property of the Landlord prior to the 1:00 p.m. check-out time on the Expiration Date (any such property not removed will be deemed abandoned)and Landlord shall have the right to remove the same from the Apartment (Tenant acknowledges that in the event Landlord shall remove any property of Tenant from the Apartment, Landlord shall have no obligation to store any of the same over an estimated value of \$200.00 beyond a period of fourteen (14) days);
 2. Immediately vacate the Apartment at the time of said expiration or termination;
 3. Return the Apartment to Landlord in substantially the same or better condition as the Apartment existed when Tenant took possession, clean and free of trash and debris, and

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with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;

4. Pay all unpaid rent and other charges or amounts due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
5. Return all keys to the Apartment to Landlord;
6. Remove all personal property of Tenant's, or Tenant's family, guests or subtenants, from any common areas, including, but expressly not limited to any items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out above).
7. Comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Agreement.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Paragraph 5 above, and, if permitted by the Act, actual damages.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN: (A) TENANT'S FAILURE MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH MAY BE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT OR (ii) ACTUAL DAMAGES, PLUS REASONABLE ATTORNEY'S FEES; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL IN AS MUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE APARTMENT TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

As a convenience to Tenant and in order to assist Tenant in the performance of Tenant's obligations under this Agreement upon the expiration or termination of the Term, Tenant hereby requests and authorizes that Landlord shall perform, or shall cause to be performed, the following basic services immediately subsequent to the expiration or termination of the Term ("Requested Post Term Services"): carpet cleaning, re-painting and basic apartment cleaning, such Requested Post Term Services to be similar to some of those performed by, or caused by Landlord to be performed, immediately prior to the Term. The reasonable cost of such Requested Post Term Services shall be payable by Tenant to Landlord as additional rent (the liability for which shall accrue during the Term, but which shall not become payable until the Requested Post Term Services are performed) and the obligation of Tenant to pay the same shall survive the expiration or termination of this Agreement. Tenant acknowledges that the performance of the Requested Post Term Services are not in lieu of the obligations of Tenant to otherwise perform its obligations under this Agreement including, without limitation, the obligations of Tenant to comply with the Care and Maintenance Guidelines, but rather are being performed, or Landlord will cause the same to be performed, because Tenant has requested the same as a convenience and in order to assist Tenant.

24. RULES AND REGULATIONS: Tenant understands and agrees that Tenant is subject to the rules and regulations attached hereto as Exhibit "B" (hereinafter the "Rules and Regulations"), which are hereby incorporated into and comprise a part of this Lease. By executing this Lease, Tenant acknowledges that Tenant has read and agrees to abide by the Rules and Regulations and to require Tenant's guests and invitees to abide by the Rules and Regulations. Tenant understands and agrees that non-performance or breach of any of the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Landlord may make changes to the Rules and Regulations, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein. **Pets are not allowed, absent a signed Pet Agreement, Exhibit "D".**
25. BILLING RIGHTS: Landlord, in its sole and absolute discretion, and as a service to Tenant, may bill Tenant in the form of an invoice monthly for Rent and other sums due. The absence of an invoice does not negate the amounts due. It is further understood that Landlord may elect to discontinue this service. If Tenant believes an invoice is incorrect, Tenant shall notify Landlord in writing within five (5) days of the date of the invoice. In the notice, Tenant shall include Tenant's name and apartment unit number and the dollar amount of the suspected error, and describe the suspected error and explain why Tenant believes there is an error. Tenant is still obligated to pay all amounts due until such time the questions are resolved.
26. RENTAL APPLICATION: Tenant warrants that all information provided by Tenant to Landlord on the rental application is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Apartment Unit to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion.
27. DISCLOSURES: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal or state guidelines have been found in buildings in the State in which the Apartments are located. Additional information regarding radon testing may be obtained from the local county health unit. Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate

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in any way based upon race, color, religion, sex, national origin, familial status or handicap. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, Landlord may provide it.

28. **TERMINATION-** It is understood that in the event Tenant wants to be released from the obligation of this lease agreement, he/she must find someone to take over the full obligation of his/her lease. If Tenant does not find someone, he/she may sign a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a prospective resident. It is understood by Tenant that completion of re-lease agreement does not release Tenant from his/her obligation until someone has completed all necessary paperwork and all parties including Landlord have signed said form. Tenant understands that in the event someone is not found by either Tenant or Landlord, Tenant will be responsible for payment for the entire Term of this Lease. Fees associated with the re-lease agreement are set forth in Paragraph 11, "ASSIGNMENTS OR SUBLETTING". **As stated in Paragraph 21, "GUARANTY", it is understood by Tenant that failure to return the Parental Guarantee document does not release Tenant from his/her responsibilities and obligations for the entire Term of this Lease.**
29. **NOTICES:** Landlord has designated Agent, as its agent for the purposes of managing and operating the Apartments, acting for and on behalf of Landlord for the purpose of service of process and receiving and accepting for notices and demands, and exercising any of Landlord's rights hereunder; provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's non-liability and non-duty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered or posted at the premises (ii) if mailed by certified United States mail, return receipt requested, in each such case upon receipt or refusal of delivery, (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication, (iv) if mailed to Tenant by regular first class United States mail, or (v) if sent via an authorized private overnight carrier such as FedEx or United Parcel Service. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Landlord shall be sent to Landlord c/o Capstone Development Corp., President, 431 Office Park Drive, Birmingham, Alabama 35223 or at such other address as Landlord shall have previously specified by notice in writing to Tenant. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to Tenant at the Apartment Unit or at such other address as Tenant shall have previously specified by notice in writing to Landlord or at the email address provided by Tenant in Tenant's rental application. Notwithstanding anything herein to the contrary, Landlord may not send notices and other communications by email if such notice or other communication is regarding termination of this Lease or eviction of Tenant.
30. **AMENDMENTS AND WAIVERS:** No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord or Agent and Tenant. No waiver of a breach of any term, condition, covenant or provision in this Lease shall be construed to be a waiver of a succeeding breach of the same term, condition, covenant or provision or any other terms, conditions, covenants and provisions of this Lease. The failure of Landlord to insist upon strict performance of any of the terms, conditions, covenants, or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions, but the same shall be and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any term, condition, covenant or provision hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, condition, covenant and provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding anything herein to the contrary, acceptance of Rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms, conditions, covenants and provisions hereof shall constitute a waiver of Landlord's right to terminate this Lease for such breach, unless otherwise agreed after such breach has occurred; provided, however, if breach of a continuing duty is involved, acceptance of Rent or performance will not bar Landlord's remedy for a later or other breach and acceptance of unpaid Rent paid after expiration of a termination notice does not constitute a waiver of the termination.
31. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with the laws of the State in which the Apartments are located, notwithstanding the residence or principal place of business of any party hereto, the place where this Agreement may be executed by any party hereto or the provisions of any jurisdiction's conflict-of-laws principles. Any action or proceeding seeking to enforce any term, condition, covenant or provision of, or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Apartments are located, in the county in which the Apartments are located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Apartments are located, and each of the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto anywhere in the world. Time is expressly declared to be of the essence of this Lease. Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Lease constitutes the sole and complete agreement of the parties hereto concerning the Apartment Unit and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this Lease, whether oral or in writing, which is not expressly set forth in this Lease, is null, void and of no legal force or effect. The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants and provisions hereof. Except to the extent otherwise stated in this Lease, references to "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular Section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's invitees or others using the Apartment Unit with Tenant's express or implied permission. In the event that any part of this Lease is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original,

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facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease.

- 32. **MOLD AND MILDEW:** Tenant agrees to regularly inspect the Apartment for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Owner in writing if Tenant detects leaks, mold or mildew within the Apartment. Tenant agrees to clean and remove mold and mildew in accordance with cleaning instructions described in Exhibit "C", which is incorporated as part of the Lease by reference, and Tenant acknowledges receipt of same or, in the alternative, Tenant agrees that Landlord shall provide Tenant a copy of Exhibit "C" upon request. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Owner so that Owner can remove mold and mildew from those areas.
- 33. **PEST CONTROL:** Tenant agrees to report any pest issues to Landlord for necessary remediation. It is the responsibility of the Tenant to keep the house clean; if Tenant consistently lives in an unsanitary environment, Tenant acknowledges and accepts that Landlord is limited in its ability to address the pest situations, and Tenant waives the right to hold Landlord responsible for continual issues. When inhabiting the Unit, Tenant agrees to inspect the house for fleas, bedbugs and termites to the best of Tenant's ability. After Tenant has returned the Move-In Inspection Form, and if Tenant has not made mention of the aforementioned pests, Tenant will be responsible for remuneration.

ACKNOWLEDGMENT – TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY EXHIBITS DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE APARTMENT UNIT AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE APARTMENT UNIT, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the day and year first above written.

CAUTION – IT IS IMPORTANT THAT TENANT THOROUGHLY READ THIS LEASE BEFORE TENANT SIGNS IT.

Capstone Properties, LLC,
As agent for Landlord

By: _____

Date: _____

Title: _____

Tenant (SEAL)

Date: _____

"Equal Housing Opportunity"



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Cottage Grove

ADDENDUM TO PARAGRAPH 10
AGREEMENT OF LEASE
UTILITY AGREEMENT

This Addendum to Lease Agreement is made this _____ day of _____, 20____ by and between Capstone Properties, LLC (“Landlord”) and _____ (“Resident”), in regard to lease agreement dated the _____ day of _____, 20 _____. The parties to hereby agree that Landlord will provide Tenant electric power, water service and sewage service provided that the actual cost of all services does not exceed the sum of \$40.00 per tenant in any month. In the event Tenant’s power/ water usages exceeds said sum, tenant shall be responsible for paying an equal share of said additional sum as additional rent for the subject premises. Except as amended by this Addendum, all other terms and conditions of Paragraph 10 of the lease Agreement remain in full force and effect.

Resident Name:

Signature of Resident:

Date:

Capstone Properties LLC

By: _____

Date: _____

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