

**LEASE
WHITEHALL APARTMENTS**

TENANT: _____

LANDLORD: Whitehall On West Call, LLC, a Florida limited liability company

LEASED PREMISES: 1704 West Call Street Apt # _____, bedroom # ____, in Tallahassee, Florida.

TERM OF LEASE: Noon on August 15, 2020, to Noon on July 31, 2021.

TOTAL RENT: \$ 6,060.00 payable in installments of \$ 505.00 per month beginning August 1, 2020.

WARNING: IF THE PAYMENT DUE August 1, 2020, IS NOT RECEIVED BY LANDLORD ON OR BEFORE THAT DATE, LANDLORD MAY, AT LANDLORD'S OPTION, CANCEL THIS LEASE AND MAKE THE PREMISES AVAILABLE TO OTHER TENANTS.

SECURITY DEPOSIT: \$ 225.00 .

OCCUPANTS:# 1 person(s) per bedroom in a 4 bedroom apartment.

DATE: _____.

LANDLORD'S ADDRESS: 1704 West Call Street #800, Tallahassee, Florida 32304

LANDLORD'S EMAIL: abs@whitehallstudentapartments.com

TENANT'S EMAIL: _____

By this agreement "Landlord", leases to the person named as Tenant above and whose signature appears below, herein referred to as "Tenant", the premises identified above and described below as LEASED PREMISES together with all appurtenances, for the term set forth above.

1. APPLICATION. Tenant has completed an Application and has provided it to Landlord's agent. A \$50.00 Application Fee is due at signing of the Application form. If the Tenant's Application is approved, Tenant agrees to keep the information provided in the Application current by providing Landlord with updated information, in writing, promptly following any change. If Landlord approves this Lease and subsequently finds that information given by Tenant in the Application is false, Landlord may, at its sole option, terminate this Lease. Tenant understands that Tenant is not entitled to possession of the above-described premises until the Application has been approved which will be demonstrated by execution of this Lease by Landlord's agent. At that time the Lease will become binding upon the Landlord and Tenant. If approval is not given, any deposit made by Tenant shall be returned to Tenant as hereinafter specified. Landlord is not required to state any reason for failure to approve or execute this lease and may do so for any reason in its sole discretion. Tenant waives and releases any claim for damages or specific performance against Landlord which arises out of Landlord's failure to approve the Application or to execute a lease with Tenant.

2. DESCRIPTION OF LEASED PREMISES: The leased premises consists of the exclusive use and occupancy of the bedroom indicated above in the indicated apartment and the shared use of the common areas of the apartment such as the living room, dining room, bathrooms, kitchen, and hallways which are shared jointly and in common with other Residents of the apartment. Landlord reserves the right to require Tenant to move to another similar bedroom in this apartment or in another apartment. Landlord has the right, when any bedroom within the apartment is unoccupied, to place a new resident in the unoccupied bedroom unless Tenant and/or one or all of the other tenants in the apartment agree in writing to pay rent at the going rate for the unoccupied bedroom. If the apartment is rented at less than full occupancy, Landlord may lock the doors to any bedrooms which are not let and deny access to that area unless Tenant and/or one or all of the other tenants in the apartment agree in writing to pay rent at the going rate for the unoccupied bedroom. Tenant acknowledges that this lease is for an essential necessity and that Tenant will be fully bound by all of the terms and conditions of this Lease, irrespective of age or legal status.

3. AGREEMENT TO LIVE IN A COOPERATIVE MANNER: Tenant understands and agrees that Tenant has been permitted to rent an undivided portion of an apartment at a rental rate that is less than would be required for the rental of the entire apartment and that Landlord intends to rent other undivided portions to other persons. Tenant knowingly consents to this arrangement and agrees to live in a cooperative manner with the other residents who will share the apartment. Tenant understands that Landlord has no way of insuring that the other residents of the apartment will be acceptable to or compatible with Tenant, that their character will be impeccable, or that they will be students. The communal living arrangement created by this agreement is structured as an accommodation to Tenant at Tenant's request. Landlord is not and will not be responsible for the acts or omissions of the other residents in the apartment and Tenant assumes the risk of living with others under this arrangement. Any serious problems with co-residents should be reported to Landlord, in writing, immediately. Conflicts or disagreements with co-residents will not serve as a basis for Tenant to terminate this lease.

4. RELEASE: In consideration of Landlord's leasing to Tenant under these terms with co-residents, Tenant, for Tenant's self and Tenant's personal representatives, heirs, and assigns, does hereby release, waive, discharge, and agree to indemnify Landlord, its owners, agents, and employees and their heirs, administrators, and assigns, all referred to as releasees, for and hold releasees harmless from any and all liability to Tenant, Tenant's personal representatives, heirs and assigns for any and all loss, injury or damage on account of injury to the person or property or resulting in death, caused by the co-residents or in any way relating to the presence or existence of the co-residents. Tenant agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. RENT. Rent shall be non-apportionable. Tenant agrees to pay, without demand, to Landlord as rent for the premises the monthly installment amount set forth above in advance on the first (1st) day of the month in which the term of this lease begins and on the first (1st) day of each calendar month thereafter during the term of this lease. (Rent is due in twelve equal installments with the first installment being due on or before the first day of August, 2020, and the final installment being due on or before July 1, 2021. Thus, rent is due in installments as stated without proration even though the lease term does not include a full 365 days. If this lease is a renewal of a lease for the preceding year of the exact same leased premises described above, the term will include the days subsequent to the end of the preceding term and the commencement of the term set forth above without additional rent. In such event all other terms and conditions of this lease shall apply during that period.) All payments shall be made to Landlord at the address set forth above as Landlord's address or at such other place as Landlord may designate in writing. The rent shall be paid by check, money order or cashier's check. **NO CASH** shall be tendered or accepted.

6. LATE FEES. All rents are due and payable in advance on or before the due date. A late fee of \$50.00 shall be due and owing for any installment not received by 5:00 P.M. on the 5th of the month. All sums are due and owing to the Landlord by Tenant for any reason with all accrued late charges and paid in full. All late fees and other charges imposed pursuant to this lease or the Rules and Regulations shall be considered as and treated as additional rent. THE LATE CHARGE PERIOD IS NOT A GRACE PERIOD and Landlord may demand unpaid rent on the day following the due date.

7. DISHONORED OR NON-SUFFICIENT FUNDS CHECKS. In the event any check presented by Tenant is returned for any reason without payment, Tenant shall be indebted to Landlord for an additional sum calculated as follows: if the check is for \$.01 - \$50.00, the fee shall be \$25.00; if the check is for \$50.01 - \$300.00, the fee shall be \$30.00; if the check is for \$300.01 - \$800.00, the fee shall be \$40.00; and if the check is \$800.01 or above the fee shall be 5% of the face value of the check. Late fees will apply according to the provision stated in paragraph 6 of the lease. These fees shall be considered and treated as additional rent due hereunder. If Tenant presents a check that is returned without payment, then Landlord, in its sole discretion, may refuse to accept future payments from Tenant by check.

8. SECURITY DEPOSIT. On the execution of this lease, Tenant shall deposit with Landlord the sum described above as security deposit as security for the faithful performance by Tenant of the term and covenants of this lease. If there is more than one person named above as Tenant, each such person shall deposit with Landlord a pro rata portion of the security deposit. Tenant shall not be entitled to use or apply the deposit as rent. The deposit shall be held in a separate account at Hancock Bank, Tallahassee, N. A. in Tallahassee, Florida, for the benefit of Tenant and shall not be commingled with other funds of the Landlord. The deposit shall be returned on a pro rata basis to each named Tenant, without interest, on the full and faithful performance by Tenant of the provisions of this lease.

DISCLOSURE REQUIRED BY F.S. 83.49(2)(d):
YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE

LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD 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.

(Tenant understands that Tenant is obligated to return possession of the premises and contents to Landlord in the same clean and rentable condition as received. Tenant's liability to Landlord in this respect may exceed and is not limited by the amount of the security deposit. Landlord is entitled to claim all or a portion of the security deposit because of things such as, but not limited to, physical damage to the premises or furnishings; failure to clean the premises; failure to remove all trash from the premises; abandonment of personal property brought into the premises by Tenant; failure to pay all rent or other charges due under this lease or the Rules & Regulations; and failure to return the keys.)

9. POSSESSION. If the Landlord is unable to deliver possession or is delayed in delivering possession of the premises on the date of the commencement of the term, because an occupant refuses to surrender possession, or for any other reason, the Landlord shall not be liable for failure to deliver possession. However, the rent payable under this Lease shall be abated until the Landlord is able to deliver possession. The termination date of the Lease shall not be extended by the delay in delivering possession. If the premises is not be ready for occupancy within sixty days after the beginning of the term, Tenant shall have right to cancel this lease by written notice delivered to Landlord at any time after the expiration of sixty days, but not after the premises are ready for occupancy. Tenant's remedy shall be limited to the right of cancellation, and on such cancellation, neither party shall have any further right against the other, save the Landlord shall repay any deposits made by Tenant. If Tenant shall occupy the premises prior to the beginning of the term, the occupancy shall be subject to the terms of this lease, and Tenant shall prior to occupying the premises pay rent for the period from the date of that occupancy to the beginning of the term.

10. GUARANTY. Landlord may require a Guaranty of performance of Tenant's obligations under this lease by a third party acceptable to Landlord as a condition precedent to this lease. If such a Guaranty is required by Landlord, the Guaranty form provided by Landlord for satisfaction of this condition must be signed by the Guarantor and received by Landlord within ten (10) days after the date of this lease. Should the Guaranty not be received within that time the Landlord, at Landlord's sole and exclusive option, may declare the lease void. If Landlord waives the requirement for a guarantor for performance of Tenant's obligations under this lease by a third party, then the Security Deposit by required under Section 9 shall total the amount of \$225.00 plus one month's rent for the lease premises.

11. MULTIPLE OCCUPANCY. Tenant understands that he or she will be occupying the premises jointly and in common with other Residents, and that Tenant will be held liable jointly and severally for any damages to the common area of the premises and its furnishings, fixtures, walls, ceilings, floors, and doors.

12. CHECK-IN LIST. Tenant shall obtain from Landlord and complete and return Landlord's "Check-in List", which includes an inventory of the furnishings in the apartment, to the Landlord within ten (10) days from the date the keys are given to Tenant. Should Tenant fail to obtain and return the Check-in List within the ten day period, the Leased Premises and furnishings will be conclusively deemed to have been in perfect condition at the time Tenant took possession and the furnishings on the list will be conclusively deemed to have been present in the premises.

13. CONDITION OF PREMISES. Tenant stipulates that Tenant has examined the premises and that, at the time of this lease, they are in good order, repair, and a safe, clean, and tenantable condition.

14. SUBLEASE; ASSIGNMENT AND TRANSFER.

1. Tenant may not sublet the leased premises or any part thereof without the prior written consent of the Landlord. If Tenant is permitted to sublease the Leased Premises, a \$200.00 fee is due to Landlord prior to execution of a sublease with the sublessee.

2. Tenant may not assign and/or transfer the leased premise or any part thereof, without the prior written consent of the Landlord. If Tenant is permitted to assign and/or transfer his/her lease AND secures a replacement tenant acceptable to Landlord, a \$300.00 Replacement Fee is due Landlord prior to execution of a new lease with the replacement tenant.

All sublessees, tranferrees, or assignees are required to fill out a Rental Application, along with the \$50.00 Application fee and have a background check done. A Guarantor is also required for all subleases, tranferrees, or assignees. Any sublease, transfer, or

assignment made without such prior written consent shall be void. Approval of an assignment, sublease, or transfer shall not relieve the Tenant of any obligations imposed by this lease and Tenant shall remain responsible for the performance of all duties imposed by the lease, including but not limited to the obligation to pay rent. Sublessees, transferees, or assignees, if approved in writing by Landlord, may be required to pay rent by means of a money order or cashier's check.

15. RULES & REGULATIONS. Tenant acknowledges receipt of a copy of the Rules & Regulations adopted by the Landlord and agrees to be bound by them as they are incorporated and made a part of this lease, as well as any revisions or amendments which might have been or might in the future be adopted by Landlord. Tenant shall inform Tenant's guests and invitees of the Rules & Regulations and cause them to abide by them. Failure to abide by the Rule & Regulations, as well as any revisions or amendments which might have been or might in the future be adopted by Landlord and so provided to Tenant, shall constitute default of this lease pursuant to Section 34 below.

16. ALTERATIONS. Tenant shall make no alterations of any kind to the Leased Premises; shall add no locks or bolts to the doors or windows and shall apply no paints, stains, nails, screws, tape, or glue to the woodwork, walls, floors, or furnishings without the written consent of the Landlord.

17. NOTICES. All notices required to be delivered by Tenant to Landlord under the Lease Agreement and the laws of this State shall be delivered to the Landlord's Address set forth above. Notice may be delivered to Tenant at the Leased Premises or to Tenant's Email set forth above. Upon vacation of the premises by Tenant, the physical address and e-mail address listed with Landlord as a permanent address, if any, may be used by Landlord for notice purposes unless Tenant provides another address in writing prior to vacation of the premises. Each Tenant appoints the other named tenants as agent for the acceptance and receipt of all notices required by this lease or by law. Notice given by Landlord to any person named as a Tenant shall be notice to all Tenants. **LANDLORD'S EMAIL ADDRESS IS NEVER TO BE USED FOR ANY FORM OF LEGAL NOTIFICATION REGARDING ANY MATTER COVERED BY THIS LEASE OR THE FLORIDA RESIDENTAIL LANDLORD-TENANT TACT, PART II CHAPTER 83, FLORIDA STATUTES. ANY FORMAL OR LEGAL NOTICE TO LANDLORD SHALL BE GIVEN TO LANDLORD AT THE LANDLORD'S ADDRESS SET FORTH ABOVE.**

18. USE OF PREMISES. The premises shall be used and occupied by Tenant exclusively as a private residence, and no part thereof shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of this lease.

19. PROHIBITED PURPOSES; NO SMOKING. Tenant shall not commit or permit others to commit any unlawful or immoral act in or about the Leased Premises. The premises shall not be used for any purpose or in any manner so as to increase Landlord's insurance rate. Tenant shall not permit the Leased Premises to be used for any purpose or any manner which will injure the reputation of the Landlord or the property or which will annoy, endanger, obstruct, or interfere with the rights and peaceful occupancy of the other tenants of the apartment complex or the inhabitants of the neighborhood. **THIS IS A NO SMOKING COMPLEX.** Neither Tenant nor Tenant's guests or invitees are allowed to smoke any product in the apartment.

20. OCCUPANCY. The premises shall only be occupied by those named as Tenants above and no others. If Tenant desires to have a guest, which for purposes of this lease shall be defined as any person staying in the Leased Premises for more than one (1) overnight stay, then Tenant shall register the guest(s) with Landlord. However, Tenant shall not have guest(s) for more than three (3) consecutive nights in any seven day period without the express written approval of Landlord. Guests are not allowed inside the Leased Premises without the Tenant being present at all times, In the event of the occupancy by any unregistered or unauthorized guest(s) of the Tenant, then Tenant shall be in default hereunder. Additional provisions for guests are set out in the Rules & Regulations.

21. STORAGE SPACE. In the event that storage space is provided on the premises, Landlord shall be deemed a bailee without hire and shall not be held liable for the loss or damage from any cause whatsoever to any article which the Tenant may store or cause to be stored therein at any time.

22. HALLWAYS, WALKWAYS & STAIRWELLS. The sidewalks, halls, passages, and stairways shall not be obstructed by Tenant, or used by Tenant for any purpose other than ingress and egress to and from the leased apartment. These portions of the building are reserved to, and under the exclusive control and regulation of, the Landlord. Landlord is authorized to remove any object including, but not limited to, bicycles, motorcycles, and grills, left or placed in violation of this provision and to charge the expense of removal to the Tenant with such expense to be treated as additional rent.

24. WATER BEDS. Tenant shall not utilize a flotation bedding system (waterbed) on the premises unless and until tenant secures and presents to Landlord a flotation insurance policy with a loss payable clause in favor of the Landlord in an amount acceptable to

Landlord to protect Landlord from personal injury and property damage and claims of others for same.

25. **DAMAGE TO PREMISES BY FIRE OR CASUALTY & REPAIRS.** If the premises, or any part of them, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the premises are untenable; provided that Landlord shall have the option of not rebuilding or repairing, in which event the term of this lease shall end and the rent shall be prorated up to the time of the damage. Regardless of liability to pay, all repairs shall be made by Landlord. If Tenant contracts for repairs with another, Tenant shall be responsible for all such fees and charges and, in addition, shall be liable for any damage done to the leased premises or related equipment during or by those repairs. Landlord expressly does not agree to any improvement made, or contracted for, by the Tenant during the term or any extended term of this lease agreement. The interest of the Landlord shall not be subject to liens for improvements made, or contracted for, by the Tenant. The Tenant shall notify the contractor making any such improvement that the Landlord's liability for the improvement is expressly prohibited by the lease. Tenant agrees that in the event it is necessary to cut off and stop heat, water, gas, or electricity on account of repairs, the Landlord shall be at liberty to do so without in any respect modifying any of the covenants or obligations of the Tenant, or rendering the Landlord liable for any damage or offset by reason thereof. If the premises is damaged as a result of Tenant's action or inaction the obligation to pay rent shall continue and shall not abate and Tenant shall be liable to Landlord for the costs of repair and clean up in addition to rent. Tenant shall notify Landlord immediately of any fire or casualty which occurs within or about the Leased Premises.

26. **SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall surrender the premises in as good a state and condition as they were at the commencement of this lease, reasonable use and wear excepted. Tenant is responsible for any damages to the interior or exterior (exterior is defined as all windows, screens, light fixtures, and siding located on the apartment) of the premises whether caused by negligence on Tenant's part, that of your co-resident(s), guests, or invitees, or as a result of vandalism, burglaries, or criminal mischief, by known or unknown persons.

27. **DANGEROUS MATERIALS.** Tenant shall not keep on the premises any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

28. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the premises.

29. **INSURANCE.** Landlord does not provide property insurance or liability insurance for the benefit of Tenant. **LANDLORD STRONGLY SUGGESTS THAT YOU OBTAIN INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Landlord shall not be liable in any manner for any loss, injury, or damage incurred by Tenant from acts of theft, burglary, or vandalism committed by either identified or unidentified parties, except for personal acts of Landlord where the acts are committed against Tenant, or guests of Tenant, or are committed against the Leased Premises. Tenant shall be responsible for all expenditures relating to arranging any security precautions that Tenant deems necessary for the safety of Tenant, guests, or property of Tenant located on the Leased Premises. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through either the acts or omissions of other tenants in the apartment complex.

30. **PETS.** Unless expressly allowed in a Pet Addendum in writing signed by Landlord, Tenant shall allow no animals, reptiles, birds, fowl, or pets of any description on or about the premises. Tenant shall be obligated to pay Landlord a \$200.00 fee, for any violation of this provision and, in addition, shall pay for all damage caused or occasioned by the pet. Such charges shall be considered as and treated as additional rent. If tenant decides to keep the pet in question for the duration of the lease, then a Pet Addendum and the Pet Fee of **\$300.00** must be paid in addition to the fee imposed, plus the additional **\$20.00** per month through the term of the lease.

31. **PARKING.** Tenant shall park only in designated parking areas in the parking lot. Tenant shall NOT park on grassed or landscaped areas of the premises. No inoperable vehicles are to be stored on or about the premises, and no mechanical repairs to vehicles are to be performed on the premises. Unless otherwise agreed to in writing signed by Landlord, Tenant is not assured of any particular parking place or any number of parking places. A **\$35.00** fee per decal is charged for each vehicle. Visitor parking is addressed in the Rules & Regulations.

32. **INSPECTION AND SHOWING OF PREMISES BY LANDLORD.** Landlord and its agents shall have the right at all reasonable times during the term of this lease and any renewal of it to enter the premises for the purpose of inspecting them. Tenant shall maintain the premises and its floors and fixtures in a reasonable state of cleanliness at all times. Landlord shall have the right upon reasonable notice to show the premises to prospective tenants or purchasers.

33. **RENEWAL AND HOLDOVER.** This Lease may only be renewed by the written consent of the Landlord on such terms and conditions as are acceptable to the Landlord. If Tenant holds over and continues in possession after the termination of this Lease

without written permission of Landlord, Landlord may, at its option, consider the Lease to be renewed for an additional term equal to that stated in the original lease at the then prevailing rental rate, consider the lease to be on a month to month basis, or take such steps as are allowed by law to recover possession in which case Tenant shall be liable for double the amount of rent usually due on the premises for the period that Tenant remains in possession.

34. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this lease, other than the covenant to pay rent, or of any rules and regulations that are now or may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the lease by reason thereof, Landlord may terminate the lease. If Tenant fails to pay rent when due and the default continues for three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the premises, Landlord may terminate the lease.

35. **ACCELERATION OF BALANCE DUE.** In the event that Tenant defaults under this Lease, then Landlord, at Landlord's option, may declare all rent due for the full term hereof to be due and payable in full at once.

36. **INTEREST ON AMOUNTS IN DEFAULT.** All sums due Landlord from Tenant not paid as provided hereunder shall bear interest at the maximum rate allowed by law from the date due until paid in full both prior to and subsequent to judgment.

37. **ATTORNEY'S FEES.** In the event Tenant defaults in the performance of any provision of this Lease that is to be performed by the Tenant, or if the Landlord is required to take any action to enforce this Lease, or to defend the validity of or interpret the Lease, or to recover possession of the premises, rental payments, or damages, the Landlord shall be entitled to recover all costs and reasonable attorneys' fees. Fees for services before, during, and after trial, should trial be necessary, shall be included, as shall any costs of appeal. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51. These fees and expenses shall be deemed to be additional rent.

38. **ABANDONMENT OR EVICTION.** If at any time during the term of this lease Tenant abandons the premises or is evicted, Landlord, at its option, may take possession of the premises. Such retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. Landlord, at its discretion, as agent for Tenant, may relet the premises for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of that reletting and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for the period realized by Landlord by means of the reletting. All property, installations, and additions required to be removed by Tenant at the end of the term, that remain in the premises after Tenant has vacated, shall be considered abandoned by Tenant. At the option of the Landlord, abandoned items may either be retained as the Landlord's property or may be removed by the Landlord at Tenant's expense. No act or agreement to accept the surrender of the premises from Tenant shall be valid unless in a writing signed by the Landlord. An acceptance by the Landlord of a partial payment shall not be deemed an accord or satisfaction.

39. **VENUE.** All actions to enforce this agreement or to construe its provisions, including actions for return of the deposit made by Tenant, shall be brought in the appropriate court in Leon County, Florida, and in no other venue.

40. **BINDING EFFECT.** The covenants and conditions contained in this lease shall apply to and bind the heirs, legal representatives and assigns of the parties to this lease, and all covenants are to be construed as conditions of the lease. The rights of the Landlord under this lease and the law shall be cumulative, and the Landlord's failure to properly exercise any such rights shall not operate to forfeit such rights. No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value, unless in writing and signed by the Landlord's authorized representative. Tenant acknowledges that this lease is for an essential necessity and that Tenant will be fully bound by all of the terms and conditions hereof, irrespective of tenant's age or legal status.

41. **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 public health unit.

42. **SPECIAL CLAUSES.** _____

43. **ENTIRE AGREEMENT.** Tenant acknowledges and agrees that there are no agreements or verbal understandings of any kind or nature whatsoever with the Landlord or any of its representatives, employees, or agents except as set forth in this agreement. This

agreement may not be modified, canceled, or rescinded except by a writing executed by all parties.

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

WITNESS our hands and seals the day and year first above written.

TENANT:

LANDLORD:
Whitehall On West Call, LLC

(Signature)

(Print name)

By _____
Anita Salter – Property Manager