

# **CASABLANCA APARTMENTS LEASE**

407 South Melville Avenue, Tampa, Florida, 33606

<u>Lease Date</u>	<u>Term of Lease</u>	<u>Monthly Rent</u>	<u>Security Deposit</u>	<u>Prepaid Final Month</u>
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Beginning Date

Ending Date

**Tenant Address**

407 South Melville Ave.

Apt. #3

Tampa, Florida, 33606

**Landlord/Agent**

**Hyde Park Historical Restoration Inc.**

P.O. Box # 425

New York, N.Y., 11791

In consideration of the mutual agreements and covenants set forth below (the same being fully included as part of this lease), the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, for a private dwelling the apartment designated above, together with the fixtures and accessories belonging thereto, for the above term. All parties listed above as the Landlord and Tenant are herein referred to individually and collectively as the Landlord and Tenant respectively. This lease contract represents the entire agreement.

**Co-signer Clause:** As a Co-signer you are guaranteeing that all terms, covenants and provisions of this Lease between Landlord and Tenant are unconditionally met and agree to all terms of said Lease. As a Co-signer you are jointly and severally liable for all terms of the lease including rent, damages, and all rules and regulations. Co-signers cannot be removed from the lease during the lease term. If any problems during the lease term (i.e. noise complaints, pet problems, or any other kind of problems arise due to the Tenant not following the rules and regulations of this lease, the Co-signer is held equally responsible. If any problems persist and management has no other option but to evict the Tenant, the Co-signer will be held equally responsible for unpaid rent, utilities, and any damages. The Co-signer is not a Tenant and has no right to occupancy.

**Note:** Tenant agrees to fulfill the term of this lease, and to give written notice of intent to vacate the premises sixty (60) days prior the ending date of the term, or forfeit one month of rent security deposit described above.

All agreements and covenants of this lease are still in force in the event Landlord allows tenant to stay on a month-to-month basis, including sixty (60) days written notice to vacate or forfeiture of one month of rent from security deposit. There will be a monthly fee of \$100.00 added on to the current rent amount if the tenant carries on at a month-to-month basis.

Tenant (Signature)

Landlord: David Machson (Signature)

Co-signer Signature

Date

1 # of Adults

**Please make check/money order payable to:**  
**Hyde Park Historical Restoration Inc.**  
**P.O. Box #425, Syosset, N.Y., 11791**

\*Please note, any insufficient funds (NSF) checks or electronic payments returned will be subject to a \$50.00 return check processing fee and will be considered as non-payment of rent, subject to a 10% late fee. All future rent payments will then be accepted certified funds only (cashier's check or money order).

## **LEASE AGREEMENTS AND COVENANTS**

### **SECURITY DEPOSIT:**

1. The Tenant has deposited with the Landlord, the necessary security deposit set forth for the performance of each and every covenant and agreement of this Lease. Landlord shall have the right, but not the obligation, to apply said security deposit in whole or in part for any breach of these lease agreements and covenants. It is understood and agreed that this security deposit is not the last month's rent and that any late charges not paid will be deducted from the security deposit. The apartment is to be left clean and approved by the Landlord or Agent for renting to a new Tenant. A general clean-up cost of one hundred and forty dollars (\$140.00) will be deducted from the security deposit, if necessary. If actual costs of damage or a breach of the terms of the rental agreement exceed the amount of the deposit, Lessee shall personally pay any excess cost. All keys must be returned to Landlord before security deposit is returned.

### **RENT:**

2. Total rent for the term of the Lease term is the sum of \_\_\_\_\_, payable monthly in advance, in installments of \_\_\_\_\_ via Tenant Portal created by Landlord for Tenant.
- 2A. Tenant lease will commence on \_\_\_\_\_, therefore rent is prorated to \_\_\_\_\_ for the first month of tenancy. First month rent due prior to occupancy is \_\_\_\_\_. Thereafter, the Tenant shall on the first day of each month pay to the Landlord in advance the rent set forth above. The time of each and every payment is of the essence to the Lease. It is further understood and agreed that if the rent is not paid by the fifth (5<sup>th</sup>) day of the month, Tenant agrees to pay a late charge of ten (10%) percent of monthly rent plus an additional ten dollars (\$10.00) for each additional day payment is late. Tenant further agrees to pay a fifty -dollar (\$50.00) charge for each returned check or electronic payment.

### **FINAL MONTH RENT:**

3. Tenant is required to prepay Final Month Rent at commencement of lease. The final month rent is to be used for final month of lease term only. If there is a lease extension or renewal the final month will carry forward unless there is a written agreement stating otherwise. If Tenant breaches lease or is in violation of lease terms, or vacates early, Tenant waives their right to prepaid final month rent.

### **LEASE RENEWAL:**

4. If Tenant is in good standing at end of lease term; Landlord at his discretion will give Tenant the option of renewing lease as indicated in Rent Schedule/Period below:

**Year 1:** \_\_\_\_\_

**Year 2:** \_\_\_\_\_

### **UTILITIES:**

5. Tenant is responsible to set up account with Tampa Electric and is responsible for all fees associated with their account. Tenant is responsible and will be separately billed for Sewer, H2O and Garbage by National Exemption Services.

### **FALSE APPLICATION:**

6. The application of this Lease and any representations and promises contained therein are hereby made a part of this Lease. The Tenant warrants that the information given by the Tenant in the application is true. If such information is false, the Landlord may at the Landlord's option, terminate this Lease.

### **CONDITION OF APARTMENT, UPKEEP:**

7. The Tenant has examined the apartment or and acknowledges that, except for the work the Landlord has agreed to do in the application or otherwise in writing, the Tenant is satisfied with the present physical condition of the dwelling and that neither the Landlord nor the Landlord's Agent have made any representations or promises concerning the physical condition except those specifically set forth in this Lease. In the event the premises are destroyed or so damaged by fire or other unavoidable casualty as to be unfit for occupancy or use, this Lease shall, at the election of the Landlord, be terminated or ended. In the event any repair or replacement is necessitated by negligence or willful act of the Tenant, the Tenant shall on demand reimburse the Landlord for the cost thereof. Upon termination of the Lease, the Tenant shall return the dwelling to the Landlord in like condition, reasonable wear excepted. If the Tenant fails to keep the condition and repair in good order, the Landlord or the Landlord's Agent may enter and put the dwelling in good condition and repair. On demand, the Tenant shall pay the Landlord the cost for such work. **NOTE: Wood floor protectors are required to be installed on all heavy furniture to prevent scratching. Also, a protective mat should be used underneath rolling chairs.**

### **USE OF APARTMENT:**

8. The apartment shall be occupied solely for residential purposes only by those persons listed in the application for this Lease. None of these persons shall perform or permit any practice that may damage the reputation of or otherwise be injurious to the dwelling or the neighborhood, or be disturbing to other tenants or increase the rate of insurance on the building. Tenant needs written approval if occupancy changes (number of occupants). Landlord will charge an additional fifty dollars (\$50.00) per month towards rent for an additional permanent Guest once approved.

### **ASSIGNMENT, SUBLETTING, ABANDONMENT, RELETTING, TERMINATION OF RIGHT OF POSSESSION, RE-ENTRY:**

9. The Tenant agrees not to sublet all or part of this apartment or to assign this Lease without the written consent of the Landlord. If Tenant is not renewing, Tenant is required to give Landlord written sixty (60) days' notice prior to the final days of their current lease. If this notice is not given, Landlord has the right, but not the obligation to hold the Tenant liable for a full thirty (30) days' worth of the rent for the apartment and may be liable for Security Deposit. If the Tenant vacates or abandons the apartment, twenty (20) days without occupation being deemed abandonment, or breaches any covenant or agreement in this Lease, the Tenant's right to possession of the apartment shall immediately terminate. If the electricity or water is turned off due to non-payment of bills by the Tenant, this Lease is automatically terminated. The notice to vacate must commence on the first day of any month. If Tenant fails to do so Tenant waives right to final month rent and security deposit. Tenant must indicate in writing that they would like a month to month agreement.

### **EARLY TERMINATION:**

10. If Tenant terminates lease early without an Early Termination agreement, the Tenant is responsible for the remainder of the lease. At the Landlord's discretion an early termination agreement will be drawn. See paragraph #10A (below) - Good Guy Clause.

### **GOOD GUY CLAUSE:**

- 10A. If Tenant is in good standing and has followed all lease requirements the Tenant can request and early termination of agreement. It is the Landlords discretion to terminate the lease under the conditions described below.
1. Sixty (60) day written "Notice of Intent to Vacate" commencing on the first of any month.
  2. Upon Landlord's acceptance, a one month penalty is to be paid.
  3. Rent must be paid by the 3rd day of each month for the following sixty (60) days or until Tenant vacates.
  4. Tenant waives their right to use or make a claim to their Prepaid Final Month Rent.
  5. Security Deposit is not to be used for rent payment or penalty month.

### **ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES:**

11. The Tenant shall make no alterations or additions nor install nor maintain in the apartment or any part of the building, interior or exterior, major appliances or devices of any kind without in each case obtaining written consent of the Landlord and on the terms and conditions specified in such written consent. All alterations, additions and fixtures (including locks and deadbolts) shall remain as part of the apartment, unless the Landlord otherwise reflects. See Rules and Regulations. Tenant must get written consent to paint unit any other color than flat white/linen or gray before doing so and must paint unit back to original color before moving out. If Tenant fails to do so he/she forfeits Security Deposit.

### **ACCESS:**

- (1) The Landlord will coordinate a time with the Tenant to enter the dwelling in order to inspect the premises; make repairs, decorations, alterations or improvements; supply agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workmen. The Landlord will give tenant at least 24 hours' notice to enter the premises.
- (2) The Landlord may enter the dwelling unit for the protection or preservation of the premises. The Landlord will give Tenant at least 24 hours' notice to enter the premises.
- (3) The Landlord may enter the dwelling unit when necessary for the purposes set forth in subsection (1) under any of the following circumstances:
  - a. With the consent of the Tenant;
  - b. In case of an emergency;
  - c. When the Tenant unreasonably withholds consent; or
  - d. If the Tenant is absent from the premises for a period of time of 20 days. If the rent is current and the Tenant notifies the Landlord of an intended absence, then the Landlord may enter only with the consent of the Tenant or for the protection or preservation of the premises.

### **SURRENDER OF APARTMENT:**

12. At the termination of this Lease by lapse of time or otherwise, the Tenant shall surrender up immediately possession to the Landlord and deliver all keys to the Landlord or the Landlord's Agent at 407 S. Melville Ave. or in lockbox located in the building lobby of leased premises. If the Tenant fails to do so, the Landlord shall recover DOUBLE the amount of rent due on the apartment for the period during which the Tenant refuses to surrender possession.

### **LEGAL EXPENSES:**

1. If the Tenant is in violation of the lease terms the Tenant shall pay to the Landlord all the costs, expenses and attorney fees in and about enforcement of covenants and agreements of this Lease.

### **LIABILITY:**

13. All personal property including vehicles that Tenant places in/on the Lease premises shall be at the risk of the Tenant or the owner of such personal property. Landlord shall not be liable for any loss or damage to such personal property for or any injury to Tenant arising from accidental bursting or leaking of water pipes, electrical malfunction, or from any act of negligence by Tenant, occupant of the building, or any person other than Landlord, his agents and employees. Landlord strongly recommends that Tenant obtain a renter's insurance policy to cover damage or loss to personal property and belongings. Tenant is required to carry auto liability and damage insurance on any car parked on Landlord's property. Any and all claims are to go through Tenant insurance carrier.

### **RULES AND REGULATIONS:**

14. The Rules and regulations attached to this Lease shall be a part of this Lease. The Tenant covenants and agrees to keep and observe these rules and regulations. The Tenant also covenants and agrees to keep and observe such further and reasonable rules and regulations as may be later required by the Landlord or the Landlord's Agent for the necessary, proper and orderly care of the property.

## **RULES AND REGULATIONS**

These rules are for the mutual benefit of all Tenants. Please cooperate. Violations may be considered a breach of lease and may cause termination of your Lease.

1. **PETS:** No animals, including visitors' pets are permitted except upon specific written consent of the Landlord and then they are on probation, with the Landlord reserving the right to require their permanent removal. Pets which have been approved will remain on a leash while outside the Tenant's apartment building and will not be allowed in the common areas of the apartment building. If the Landlord so chooses, he may permit Tenant to keep small pets with the understanding that an additional non-refundable pet fee be required. Upon vacating the premises, the Tenant will have the apartment treated by a reputable company satisfactory to the Landlord for flea infestation. The Tenant will be responsible for any and all damages both inside the dwelling as well as outside including the common areas of the apartment building, as a result of the pet. In such case, Landlord may deduct costs of flea pest control from security deposit.
2. **PREMISES:** No signs, signal, illumination, advertisement, fabric, material, notice or any other lettering or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or in any part of the outside or the inside of the apartment building, without the prior written consent of the Landlord. No awnings or other projections including air conditioners, television or radio antennae or wiring shall be attached to or extended from the outside walls of the building. The Tenant shall not alter any locks or install new locks or knocker or any other attachment on any door of the dwelling without the written consent of the Landlord. NO WATER BEDS are allowed in the apartment. No spikes, hooks or nails shall be driven into the walls, stucco, paneling or woodwork, and no adhesive applied to the drywalls of apartment or floor surfaces without first obtaining the written consent of the Landlord. No painting of anything is allowed in the apartment or within ten (10) feet of the building, personal property included.
3. **PARKING LOT:** Parking space is for general use by our tenants on a first come basis as provided. No trailers are to be parked and no car repairs are to be made in the parking area. Only vehicles that are in daily use are permitted to be parked in parking lot.
4. **STREET PARKING:** Parking Permits are given out by the City of Tampa. It is the responsibility of the Tenant to obtain a parking permit and to pay all summonses related to their vehicle
5. **SOUND OR DISRUPTIVE BEHAVIOR:** No noise, music or other sounds shall be permitted at any time in such a manner as to disturb or annoy other occupants of the building. Friday and Saturday there is an 11:00 PM noise and music curfew. The noise and music curfew Sunday through Thursday is 10:00 PM.
6. **SMOKING:** Absolutely no smoking of any substance in apartment buildings or common areas.
7. **PREVENTIVE MAINTENANCE:** Tenant must report all maintenance issues to Landlord immediately. It is the Tenants responsibility to take care of any minor maintenance issues, for example plunge toilet, changing light bulbs. Tenant must keep premises free from clutter, food and garbage. Tenant is to keep porch free of clutter. Barbecues are prohibited. If Tenant sees water marks or hears any running H2-O from plumbing, Tenant is to request a repair immediately on Maintenance Portal.
8. **ILLEGAL BEHAVIOR:** If Tenant engages in any illegal behavior, lease will be terminated immediately without warning and Tenant will be liable for rest of lease payments.
9. **COMMON AREA:** Tenant is to respect common areas. No Bicycles or other Tenant belongings to be left in hallway. No garbage is to be left in halls or on premises by Tenants and their guests. All garbage and refuse and discarded belongings to be placed in designated garbage bins. It's the Tenants responsibility to notify Landlord if large objects are left outside bin for special pick up. Tenant is responsible for pick-up fee.