RENTAL AGREEMENT

THIS AGREEMENT is hereby entered into between <u>Reef Properties</u>. OWNER/MANAGER and TENANT, for the rental of the dwelling at: <u>8260 NE</u>

4" Ave, Miami, Florida 33138, under the following terms and conditions:

1. COMMENCING

This agreement begins on August 12, 2014 and continuing through August 31, 2015.

2. OWNER CONTACT

The OWNER/MANAGER may be contacted at (954) 318-5560. Rent payments will be made out to Best Price Investments, Inc. (Manager) and delivered to: 1671 NW 144 Terrace, Suite 107, Sunrise, Florida 33323.

3. CHARGES

The rental amount is \$\frac{\text{\$1.100.00}}{\text{.00}}\$, due by 5pm on the 1st day of each month. A late charge of \$\frac{\text{\$50.00}}{\text{.00}}\$ is due and payable if the rent is not paid by the 5th of each month and shall be deemed additional rent.

NOTE: No excuse will be accepted if the payment is late- not ill health, loss of job, financial emergency or "it's in the mail." THERE ARE ABSOLUTELY NO EXCEPTIONS TO THIS RULE. TENANT FULLY UNDERSTAND THAT THE LATE PAYMENT OF RENT WILL AUTOMATICALLY BE CAUSE FOR TERMINATION OF TENANCY. A charge of \$40.00 will be made for delivery of a 3 day notice, and \$100.00 if TENANT is served an unlawful detained lawsuit, in addition to court costs and process server's fees. A charge of \$50.00 (deemed additional rent) will be made for any dishonored check whatever the cause, and OWNER/MANAGER may refuse to accept personal checks thereafter.

4. PAYMENT

TENANT will bear responsibility for payment. Lost rents will be considered as unpaid until actually received by the OWNER/MANAGER. TENANT is encouraged to deliver rent at least one week prior to the due date, and agrees to bear full responsibility if rent is not delivered on time, REGARDLESS OF REASON.

5. RESIDLATS

Premises shall be occupied only by the following persons:

6. TERMINATION.

Failure to provide a 60 day notice at the end of the lease term will automatically continue this lease on a month to month basis after the expiration date. Otherwise Tenant agrees to provide OWNER/MANAGER a 60 day written notice of the intent to vacate and terminate the lease.

7. PETS

Pets will not be allowed about premises. TENANT agrees to accept full responsibility for any damages or injury caused by any animal on premises, whether listed above or whether owned by tenant or not. TENANT agrees to hold OWNER/MANAGER harmless for any such liability caused by any animal on premises, regardless of cause, and to pay any attorney fees or damages to landlord sustained or resulting from the actions of said pets.

8. DUTIES

TENANT agrees to:

- A. Not violate any Governmental Law in the use of the premises.
- B. To keep the premises clean, sanitary and in good repair.
- C. To not paint the walls without the prior written consent of OWNER/MANAGER.
- D. To protect the OWNER/MANAGER'S property against damage, loss, removal, or theft, and to reimburse owner for same. TENANT shall pay for costs to repair, replace or rebuild any portion of premises damaged by TENANT or guests.
- E. Not to disturb or interfere any other resident or neighbor with loud music, parties or inappropriate behavior.
- F. To allow OWNER/MANAGER access to the premises for the purpose of inspecting, repairing or showing the property or for any other reason deemed necessary by the OWNER/MANAGER. In the event of emergency, OWNER/MANAGER may enter unannounced and without notice.

9. UTILITIES and LAWN

TENANT shall pay utilities that include: electricity, water, gas, telephone and trash disposal. TENANT also agrees to maintain the lawn.

10. INSURANCE

The OWNER/MANAGER shall not be liable for any loss or damage of TENANT to any of TENANT's property, regardless of cause. Said property is not insured by OWNER/MANAGER. TENANT shall bear risk of loss for his own property and for all of OWNER/MANAGER'S property, except where prohibited by law, during the term of this agreement.

11. REMOVAL

Any removal of OWNER/MANAGER'S property without express written permission shall constitute a major breech.

12. INSPECTION

Tenant has inspected subject property, and hereby agrees that everything is in satisfactory condition.

13. INVENTORY RECORD

TENANT agrees to thoroughly inspect the premises and to report any and all defects on an inspection form. TENANT understands that any item not marked as defective on this list, will be presumed to be operational, and that repair will be made to that item and subtracted from security deposit upon vacating. Evidence of any termite infestation is of particular importance and should be reported any time that is noted. If this agreement is not received by OWNER/MANAGER within 7 days from accepted date, it will be presumed that all items are operational and in satisfactory condition, time being of the essence.

14. REPAIRS

OWNER/MANAGER will not pay for any repairs or materials or services contracted by tenant without the written consent of OWNER/MANAGER.

15. DAMAGE

TENANT agrees to pay OWNER/MANAGER for any damage to property caused by abuse or neglect by TENANT during the term of this agreement.

16. VEHICLES

TENANT agrees to maintain vehicles, and not to store any automobile, trailer, motorcycle or any other vehicle in a non-running condition on the premises.

17. LOCKS

Locks will not be installed on the premises without written permission of OWNER/MANAGER. If any additional locks are installed, tenant shall give OWNER/MANAGER a duplicate key. Failure to do so will be a major breech.

18. SUBLEASE

Under NO circumstances may this contract be assigned. Tenant shall not sublet any portion of the premises without written consent. Violation of this provision shall be a major breech.

19. ATTORNEY FEES

TENANT agrees to pay all expenses of Sheriff's Deputies, Process Servers, Service of Notice Fees, Attorney's fees and Court costs.

20. HARMLESS

TENANT agrees to accept full liability for any accidents and to hold the, OWNER/MANAGER harmless. If any person who is voluntarily given access to the premises by the tenant shall be injured or harmed in any manner whatsoever, and that person shall file an action against the OWNER/MANAGER, TENANT agrees to defend OWNER/MANAGER, and to pay all attorney's fees and damages.

21. SECURITY

TENANT(s) to pay the sum of $\underline{\$1.100.00}$ for security deposit. Release of this deposit is subject to the following provisions:

- A. Formal written notice of intent to vacate has been received by OWNER/MANAGER 30 days prior to end of lease.
- B. There is no damage to apartment beyond normal wear and tear.
- C. The dwelling, including range, refrigerator, dishwasher, bathrooms, closets, and cupboards are clean.
- D. No unpaid late charges, or rent remains outstanding.
- E. All keys are returned including security cards.
- F. All debris, rubbish and garbage have been removed from premises.
- G. Forwarding address has been left with OWNER/MANAGER.
- H. Carpets have been professionally shampooed.
- I. House is ready for occupancy.

The above conditions must be met regardless of condition of apartment when TENANT took occupancy. If TENANT took occupancy with apartment in condition less than above, it is assumed that such occupancy was for value received, and that property will be left as agreed above.

Once the above conditions have been met to the satisfaction of the OWNER/MANAGER and any costs of labor and materials for repairs, along with any other charges due OWNER/MANAGER, the balance of the deposit will be deposited in mail to the TENANT at his forwarding address within the period prescribed by law.

SPECIAL NOTE: TENANT UNDERSTANDS THAT THE SECURITY DEPOSIT IS NOT TO BE CREDITED TO THE LAST MONTH'S RENT. He understands that if he gives notice to vacate or is requested to vacate and does not keep the rent current through the vacated date, he will be served a three-day notice and eviction will begin. In that event he will have to pay the applicable charges as listed in paragraph 3 of this agreement. He understands that charges for attempting to use such security deposit for rent may exceed \$150.00.

22. ABANDONMENT

If at any time during the term of this contract, Tenant abandons the Premises, Owner / Manager may, at its option, obtain possession of the premises in any manner provided or permitted by law, and, without becoming liable to Tenant for damages or for any payment. Landlord may at its discretion, as agent for Tenant, relet the Premises or any part thereof, for the whole or any part of the then unexpired term. Owner / Manager may receive and collect all rent payable by virtue of such reletting, and 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 contract had continued in force, and the rent collected by Owner / Manager by means of such reletting. Owner / Manager may also elect to do nothing and hold Tenant liable for all rent due for the remainder of the term of this contract. Upon such abandonment, all rent shall automatically accelerate and become immediately due and payable. If Owner / Manager's right of re-entry is exercised following abandonment, then any personal property belonging to the Tenant and left on the premises will also be considered abandoned. Owner / Manager may then dispose of all such personal property in any manner deemed proper, including any determination that such property is valueless trash and disposed of accordingly. Owner / Manager is hereby relieved of all liability for the disposition of such presumptively abandoned personal property.

Owner / Manager shall be entitled to conclusively presume that Tenant has abandoned the Premises and entitled to all legal and statutory rights and remedies associated with abandonment, in any instance where the Tenant has vacated the Premises prior to the expiration of the term of the contract and remains continuously away from the premises for 30 days; or in any instance where the Tenant vacates the property at a time when Tenant is delinquent in the payment of rent or any other charge due under this contract, and remains absent from the Premises for a period of at least 10 consecutive days. However, in the event Tenant intends to be absent from the Premises for any period of time in excess of 30 days, Tenant shall notify Owner / Manager in writing of the intended absence and Tenant shall nevertheless arrange for the timely payment of all rent and other charges due hereunder.

23. MISC.

Words denoting sex of OWNER/MANAGER or TENANT include both sexes, and the singular includes the plural. This contract represents the total agreement between parties, and if part of this contract shall be found to be in violation of the law, all other parts of it shall remain in full force and effect

Tenant states that they are not a member of the military or armed forces.

Rent Schedule:

Date:	Rent	Deposit	Total
8/11/14	1,100	1,100	2,200
9/1/14	760		760
10/1/14 - 8/1/15	1,100		1,100