

**THE DEAN
LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made this ---- day of -----, 2013 by and between THE DEAN (hereinafter referred to as "Owner"), and ----- (hereinafter referred to as "Resident" whether one or more). Apartment No. -----, unfurnished, located at 1415 Dean Street, Fort Myers, Florida in the The Dean Apartments (the "Apartment Community"), together with the furniture, furnishings and personal property contained therein, if any.

1. **OFFER TO LEASE:** Owner acknowledges receipt of the sums set forth below. If Owner does not accept this Agreement within ten (10) days of the date hereof, said money shall be refunded, less the Application Fee:

INITIAL TERM / RENEWAL	Payable		Balance Due
	Prior to Occupancy	Received	Prior to Occupancy
Apartment Rent for First Month	\$-----	\$-----	\$-----
Security, Cleaning or Damage Deposit	\$-----	\$-----	\$-----
Last Month's Rent	\$-----	\$-----	\$-----
Pro-rated Rent (---- to ----)	\$-----	\$-----	\$-----
Other (Pet Deposit)	\$-----	\$-----	\$-----
TOTAL	\$-----	\$-----	\$-----

2. **OCCUPANCY OF PREMISES.** Premises will be occupied only by: (list all adults and children with age)

3. **TERM.** The term of this Lease shall commence on, -----, 2013 and shall expire on -----, 2014. If actual commencement of occupancy of the premises is delayed because of construction or the holding over of a prior Resident, Owner shall not be liable to Resident in any respect for such delay, and this Lease shall remain in force, subject to the following: (1) The rent shall be abated on a daily basis during such delay, and (2) Resident may terminate this Lease by giving notice in writing to Owner no later than the third day of such delay, whereupon Resident shall be entitled only to a refund of Resident's security deposit. Such conditions shall not apply to cleaning or repair days.

4. **POSSESSION.** If there is a delay in delivery of possession, rent shall be abated on a daily basis. If possession is not granted within thirty (30) days after the beginning date, the Resident's sole remedy shall be the cancellation of this Agreement by written notice and full refund of any monies paid Owner. Owner shall not be liable for damages caused by the delay in possession.

5. **RENT.** Resident agrees to pay the sum of \$----- each month as rental. This sum is the total of the rent shall be payable in advance on or before the first day of each calendar month, without a grace period at the office of the Owner. Time is of the essence in this agreement. Rent payments must be made by one check or money order even if there is more than one Resident. Owner shall not accept cash for Rent or for any other payments. Rent paid after the first of the month is considered delinquent, and failure to pay by the first of the month authorizes all remedies in the lease. All payments will be applied to the oldest outstanding balance, if any.

6. **PARTIAL PAYMENTS.** Resident shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Owner's acceptance of a partial payment constitute accord and satisfaction. Nor will Owner's acceptance of a partial payment forfeit Owner's right to

collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Any modification to this lease must be made in a letter signed by the Owner, in which the Owner states and agrees to the modification. The Owner may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

7. **LATE PAYMENTS AND RETURNED CHECKS.** If rent is not paid by the 4th day of the month, Resident agrees to pay a Late Fee in the amount of \$50.00 the 5th day of the month due and payable immediately with said rent. If Resident's check is dishonored for any reason, Resident agrees to pay an additional \$35.00 for each dishonored check for additional bookkeeping costs and handling charges, plus late charge until acceptable payment is received. If more than two checks are returned dishonored by Resident's bank, all future rent and charges shall be paid in the form of cashier's check, certified check, or money order. Owner is not required to redeposit a dishonored check. The Resident agrees that late fees and or returned check charges shall be considered as additional rent and as a fair and reasonable amount of liquidated damages to the Owner to partially compensate the Owner for the loss of the use of the rental, and for the administrative, overhead, and other costs associated with the late payment of the rental. However, Owner reserves the right to refuse payments after expiration of Owner's demand for rent or possession as provided for in Florida Statutes. All late payments must be made by cashier's check or money order.

8. **SECURITY DEPOSIT.** A security deposit in the amount of \$----- to secure Resident's full and faithful performance of the terms of this Lease. Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of upon your security deposit, due to it is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to **The Dean, 1415 Dean Street, Fort Myers, FL 33901**. If the Landlord fails to give the required notice within the 30 day period, he or she forfeits the right to impose a claim upon the security deposit. The security deposit is deposited in a bank account at Florida Gulf Bank located in Fort Myers, FL. If the Owner changes the depository in which it is holding the security deposit, it shall notify the Resident within thirty (30) days of the change. The account in which the security deposit is being held is a non-interest bearing account. The security deposit is held in a separate account by Owner and is not commingled with other funds of the Owner.

9. **UTILITIES.** Notwithstanding anything contained in the Lease to the contrary, Resident agrees, upon the earlier of the commencement date of the Lease or the renewal date of the Lease, that certain utility services ("Utilities"), such as, but not limited to, water, wastewater/sewer, trash removal, electric, cable TV and gas, may, from time to time, may be billed by Owner to Resident at Owner's sole and absolute discretion. Resident acknowledges that the Apartment may not receive all of the Utilities listed in the preceding sentence or may receive additional Utilities and that it may be required to contract with, and/or pay directly, certain Utility providers. Resident agrees to pay Owner for those Utilities billed by Owner (a "Utility Bill"). Owner shall invoice Resident for Utilities pursuant to a Utility Bill based, in Owners sole discretion, on a ratio utility billing (RUB), estimate, flat fee or actual reading of a sub-meter for Resident's Apartment. Owner reserves the right at any time during the Lease or any extension or renewal thereof to require Resident to pay any or all Utility providers directly for Resident's own Utility usage on a sub-metered or other basis as determined by Owner. As a regular part of each monthly Utility Bill, Resident acknowledges that it will be charged, and agrees to pay,

a monthly service fee in the amount of \$3.00. The monthly service fee shall be charged in compliance with local and state laws and is in addition to the Utility service charges for which Resident is billed. The monthly service charge is intended to compensate Owner for administrative, billing, overhead and similar expenses and charges incurred or allocated to Owner for providing or processing Utility Bills. Owner reserves the right to utilize a third party billing provider during the term of the Lease, to provide such billing services directly, or to use a combination of a third party billing service or direct bill. To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the Lease to the same extent with the same remedies to Owner (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of rent. If Resident is in default under the Lease, Resident will be liable for all charges for the Utilities through the time it takes Owner to obtain possession of, and to release, the Apartment, regardless of whether Resident is still occupying the Apartment pending eviction. Owner is not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is Owner's fault, Resident's rent may be abated if service is not restored within a reasonable time. You may not occupy your Apartment without electric service for longer than 24 hours. If Resident's failure to establish service or to pay causes a threatened or actual discontinuance of utility service, Owner may, at its sole and absolute discretion, elect to have Resident's utility account transferred to Owner's name and pay the bills to avoid a utility shutoff. Resident shall reimburse Owner for any amounts paid to the utility company, plus a \$75.00 administrative fee, within seven (7) days of Owner's delivery of notice to Resident by first class mail that Owner has paid resident's utility bill(s).

10. **TERMINATION OR RENEWAL TERM.** Either party may terminate this Agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the term. If no notice is given, then the Agreement will be extended on a month-to-month basis. The rental rate will be current market rate with an additional amount of \$25.00 added to the rental rate as a month to month fee payable as additional rent. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

11. **EARLY TERMINATION.** Resident may terminate this Agreement as of the last day of the calendar month by: (a) giving Owner at least thirty (30) days prior written notice, plus (b) paying all monies due through the date of termination, plus (c) paying one month's rent as additional rent for liquidated damages, plus (d) paying the amount of one hundred fifty dollars (\$150.00) as expenses for re-marketing of Apartment as additional rent, and (e) Resident agrees to forfeit his/her security deposit. The foregoing shall not relieve Resident of obligations and liability for damage to the Apartment or Apartment Community.

12. **EARLY TERMINATION BY OWNER.** Owner may terminate this Agreement as of the last day of any calendar month prior to the end of the term otherwise provided, by giving Resident at least sixty (60) day prior written notice. Resident shall remain obligated to pay all rent, and shall remain liable for damage to the Apartment or Apartment Community, through the date of termination. Resident's security deposit shall be applied or refunded in such case as if the date of early termination were the end of the term otherwise provided.

13. **ASSIGNMENT OR SUBLET.** Resident may not sublet the Apartment or assign this Agreement without written consent of Owner. Owner may assign this Lease in the event the property is sold, financed, or otherwise transferred. In such event, Owner shall be immediately released from any further obligations under this Lease.

14. **OCCUPANCY.** Only those persons whose names appear on this Lease may occupy the Apartment without Owners prior written consent except guests for not more than seven days. The Apartment may be used

solely for private housing. If Resident will be absent for more than fourteen days, Resident must notify Owner in writing.

15. **USE.** The Apartment shall be used for residential purposes only. The Apartment or Apartment Community facilities shall not be used in violation of any applicable laws or ordinances nor so as to interfere with the other residents' quiet enjoyment.

16. **UNREASONABLE DISTURBANCES.** Resident at all times during the lease term shall conduct himself, and require other persons on the Premises with his consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.

17. **DRUG AND CRIMINAL ACTIVITY OF RESIDENTS, OCCUPANTS, GUESTS, FAMILY, AND AFFILIATES.** Residents, occupants, guests, family members, or other persons related to or affiliated in any way with the Resident shall not engage in any unlawful activity. In the event that Residents, occupants, guests, family members, or other persons related to or affiliated in any way with Resident, violate the above provision, Resident shall be subject to termination of lease and immediate eviction, as provided for in Florida Statutes.

18. **DESTRUCTION.** If the Apartment is made uninhabitable by fire not the fault of the Resident, then Resident may terminate this Agreement. If the Apartment Community is taken by or conveyed to a government authority in whole or part, or is destroyed by any cause, in whole or in part, Owner may, at its option, terminate this Agreement. Resident hereby releases to Owner all rights to any compensation by a governmental authority.

19. **RIGHT OF ACCESS.** Resident consents to Owner's entry into the Apartment during reasonable hours for inspection, repairs, display to prospective residents, maintenance, pest control services, and delivering notices and improvements. Owner may enter at any time to protect life and prevent damage to property.

20. **HOME BUSINESSES.** Conducting any kind of business in the Apartment or Community is prohibited except that business conducted in a home office by computer, mail, telephone, email, or fax is permissible if customers, clients, patients, or other business invitees do not come to the Apartment for business purposes.

21. **HOLD HARMLESS.** Owner shall not be liable for injury or damage on or about the Apartment for any cause whatsoever. Resident shall be responsible for obtaining fire, extended coverage, personal property, damage and liability insurance with respect to the contents of the Apartment. Under no circumstances shall Owner be responsible for damage to Resident's personal property.

22. **DAMAGE AND LOSS.** Resident shall at all times exercise due care in the use of the premises. Resident takes occupancy of premises and accepts the premises "as is" and "where is." Resident agrees that Owner shall not be liable to Resident, Resident's family, or guests or any other person for any loss, injury, or damage to person or property arising out of failure of any appliance, fixture, roof, plumbing, heating, cooling, electric, gas, water or sewage systems in or about the Premises, or caused by any casualty or catastrophe, including without limitation storm, flood, fire, criminal acts, moths, termites, or vermin, or caused by latent defects, or from any other cause whatsoever. Resident is responsible for obtaining their own casualty and liability insurance, and with respect to your family or invitees, agrees to save and hold us harmless and indemnify us from any liability. Owner strongly recommends that resident secures renter's insurance to protect themselves and their property. Resident's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

23. **NON-WAIVER.** Failure of Owner to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Owner's right to act on any violation.
24. **REMEDIES CUMULATIVE.** All remedies under this Agreement or by law or equity shall be cumulative.
25. **ATTORNEY'S FEES.** If Owner institutes legal action to enforce this Agreement, Resident shall pay reasonable attorney's fees in addition to court costs incurred by Owner.
26. **APPLICATION.** If any information given by Resident in Resident's application is false, Owner may, at Owner's option, terminate this lease. Resident will notify Owner promptly in writing of any change in the information provided to Owner in Resident's application.\
27. **SEVERABILITY.** If any provision of this Agreement is invalid under applicable law, such provision shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Agreement.
28. **NOTICES.** All notices shall be in writing and deemed delivered when mailed to you at your apartment by first class mail; or personally handed to Resident or anyone in Resident's Apartment; or left at Resident's Apartment in Resident's absence. If there is more than one Resident, one notice is sufficient for all of Residents. Any notice from Resident to Owner will be deemed delivered when received at Owner's office, certified mail, return receipt requested, or personally delivered to Owner's office staff during normal business hours. The name and address of the person authorized to receive notices and demands on behalf of Owner are: The Dean, 1415 Dean Street, Fort Myers, FL 33901.
29. **REPAIRS AND MAINTENANCE.** Resident accepts the Apartment "as is." Resident agrees to keep and, at the end of the term, return the Apartment and fixtures therein, in as clean and sanitary condition and in good repair as on the commencement date of this Lease. Resident may not alter, paint, paper, redecorate, or structurally change the Apartment nor remove any fixtures thereof, nor repair, tamper with, modify, or otherwise disturb the ceilings or walls of the Apartment. Damage to locks or keys lost or damaged by Resident will be repaired and/or replaced by Owner at Resident's expense. Owner will maintain air conditioning and heating equipment, plumbing fixtures and facilities, electrical systems, and appliances provided by Owner. Any damage to Resident's apartment or the premises, except for normal wear, caused by Resident or Resident's invitees will be corrected, repaired, or replaced at Resident's expense. Resident must immediately notify Owner in writing of any needed maintenance or repair. Owner will make repairs required by law to the apartment with reasonable promptness after receipt of written notice. Resident must inspect Resident's fire/smoke alarm at least once a month to determine if it is working properly and notify Owner of any deficiency. Resident must change or clean the air conditioning and heating filter monthly or more often if required.
30. **LAKES, CANALS, PONDS, AND WATERWAYS.** Resident acknowledges and understands that any lakes, canals, ponds or waterways that are located upon the premises are for aesthetic or water management purposes only, and are not provided as an amenity controlled by Owner. Resident understands that swimming is prohibited in any lake, canal, pond, or waterway. Resident agrees to take all necessary precautions around these areas so as to prevent any injuries to himself, resident's guests, invitees, or occupants. Resident agrees to abide by any rules or prohibitions posted at such locations.
31. **RULES AND REGULATIONS.** Resident, Resident's family and/or guests shall comply with all governmental laws and regulations and all rules and regulations issued by Owner, which may be changed upon written notification to Resident during the term of this Agreement.

32. **TRASH AND GARBAGE.** Resident is responsible for the removal of trash and garbage from Resident's Apartment to the appropriate collection point. All boxes must be broken down
33. **REIMBURSEMENT BY RESIDENT.** Resident must promptly reimburse Owner for loss, property damage, or cost of repair (including plumbing trouble) caused by negligence or improper use anywhere in the Apartment or the Apartment Community by Resident, Resident's family, occupants, guests, or invitees. Resident shall be responsible for any damage resulting from windows or doors left open. Such reimbursement, late payment charges, returned check charges, or other sums due from Resident, shall not be deemed a waiver thereof; and Owner may demand same at any time including the time of move-out. Owner may require payment at any time, including advance payment for repairs for which Resident is liable. Any delay in Owner's demand for payment is not a waiver. It is understood and agreed that management may at any time and from time to time deduct damage reimbursements, utility charges, late payment charges and/or returned check charges, or any portions thereof, from resident's security deposit, without waiver of any other rights or remedies of owner.
34. **ABANDONMENT.** Resident shall not abandon the Apartment. If Resident's personal property remains in the Apartment after termination or expiration of this Agreement or abandonment of the Apartment, Owner may, without notice, store or dispose of same and re-rent the Apartment. If Resident removes the personal property from the premises and abandons the Apartment for more than five consecutive days, Resident shall conclusively be deemed to have abandoned the Apartment whereupon Owner may immediately enter, take and re-rent the Apartment without providing notice to Resident. If Resident fails to deliver all keys and vacate on or before Resident's lease termination, Resident must pay double rent until Resident does so.
35. **SUBORDINATION.** Resident's rights under this Agreement shall at all times be junior and subject to any mortgage deed to secure debts which is now or is later placed on the premises of which the Apartment is a part. If requested, Resident shall execute promptly any certificate that Owner may request to specifically implement the subordination of this paragraph.
36. **DEFAULT BY AND REMEDIES.** If Resident defaults in complying with this lease or the law, Owner has the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of Resident's keys, or re-entry or any other action be considered as a termination of the Lease or retaking for Owner's own account. Resident must pay rent for the entire term of the Lease or until Owner re-rents Resident's Apartment if Resident vacates before expiration of Resident's Lease term. If Resident does not fulfill the original term or renewal of this Lease, Resident agrees to pay one month's rental as liquidated damage, plus paying the amount of one hundred fifty dollars (\$150.00) as expenses for re-marketing of Apartment as additional rent for Owner's re-rental expenses, and Resident agrees to forfeit his/her security deposit in addition to any other amount due including, for example, for any physical damage or unpaid rent. If Resident, occupants, guests and affiliates engage in criminal activity on the premises, such action will be a default for which Resident's lease may be immediately terminated. In addition to any of the foregoing, Resident and Owner have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this Lease will be entitled to recover reasonable attorney's fees and litigation costs.
37. **RADON GAS.** Owner is required by Florida Statute 404.056(8) to give the following notification to Resident. "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 the county public health unit."

38. **NON-LIABILITY FOR PERSONAL PROPERTY.** By signing this rental agreement the Resident agrees that upon surrender or abandonment, as defined by chapter 83, Florida Statutes, the Landlord or Owner shall not be liable or responsible for storage or disposition of the Resident's personal property.

39. **WAIVERS.** Owner's acceptance of rent after knowledge of a breach of this lease by Resident is not a waiver of Owner's rights nor is it an election not to proceed under the provisions of this lease or the law. Owner's rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive the Owner's right to other remedies. Resident's rights under this lease are subordinated to any present or future mortgages on the premises. Owner may assign Owner's interest in this lease. Resident and Owner waive any right to demand a jury trial concerning the litigation of any matters arising between Resident and Owner.

40. **MOLD AND MILDEW.** Resident acknowledges that the unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the unit to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the unit and the contents to retard and prevent mold and mildew and that management shall not be responsible for damages caused by mold and mildew. In an effort to assist you in making your unit as comfortable as possible we would like to advise you of the following:

- Allow fresh air to circulate in your unit by occasionally opening windows and /or running fans.
- Run your air conditioning system on a regular basis.
- Allow all rooms in your unit to be exposed regularly to light.

41. **SECURITY.** Resident hereby agrees and acknowledges that owner shall not provide and shall have no duty to provide any security services to resident or community. Resident shall look solely to the public police force for security protection. Resident agrees and acknowledges that protection against criminal action is not within the power of the Owner and, even if from time to time Owner provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner modify, the above Agreement. Owner shall not be liable for failure to provide security services or for criminal or wrongful actions by others against Resident, Resident's relatives, or Resident's guests.

42. **POLICIES.** In addition to the policies set forth in this lease agreement, Resident must observe any other reasonable policies which may be given to Resident now or are later implemented by Owner.

43. **ENTIRE AGREEMENT.** This Agreement and all attached addendum's constitutes the entire Agreement between Owner and Resident.

44. **OTHER STIPULATIONS** (if any).
NO PETS IN BUILDING(WITHOUT MANAGERMENTS APPROVAL AND DEPOSIT);
NO SMOKING IN BUILDING

45. **SPECIAL PROVISIONS OR CONCESSIONS.** The following special provisions, concessions and any addendums shall control over any conflicting provisions of this printed Lease form.

Resident agrees that if a concession was given at the time of move-in as noted above and the Resident does not fulfill the terms of the Lease as provided herein, he/she will be required to reimburse the Owner for the full amount of any concessions that were given at or during the time of Resident's tenancy.

IN WITNESS WHEREOF, this Lease is duly executed by the Lessee and by the Lessor, the day and year first above written.

NOTE: READ OTHER PAGES BEFORE SIGNING LEASE. UPON EXECUTION, LESSEE ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO THE PROVISIONS SET FORTH ABOVE.

WITNESS:

LESSEE(S):

1st Witness

1st Lessee

Print Name

Print Name

2nd Witness

Print Name

1st Witness

2nd Lessee

Print Name

Print Name

2nd Witness

Print Name

LESSOR: THE DEAN

1st Witness

By: Lauren Baugh
Property Manager for The Dean

Print Name

2nd Witness

Print Name