

## RESIDENTIAL LEASE

This agreement, made this 13 day of August 2018, between **Sandra Allan**, hereinafter referred to as the LANDLORD, and **Jonathan Gonzales** hereinafter referred to as the TENANT, concerning the lease of the following described property: **1024 Pine Isle Ln., Naples, FL 34112** is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the OWNER(s) of the premises, its heirs, assigns or representatives and/or any AGENT(s) designated by the OWNER(s).

**TERM OF LEASE:** **October 01, 2018 to September 30, 2019.** If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. This lease shall terminate early, at LANDLORD'S option, upon sale of premises or contract for sale entered into concerning the premises, and TENANT agrees to vacate within 60 days' written notice from LANDLORD.

**OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: **Jonathan Gonzales**. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**ADVANCE RENT:** TENANT agrees to pay the sum of **\$925.00** as advance rent representing payment for the last month of lease term or any renewal.

**RENT:** TENANT agrees to pay the monthly rent amount of **\$925.00** plus any applicable sales tax as rent on the 1st day of each month in advance without demand at **AMERIVEST REALTY, 4851 Tamiami Trail, N., Naples, FL 34102** Phone number **(239) 272-0645** Emergency phone number **(239) 272-0645**. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of **\$25.00** plus **N/A** per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 4th day of each month. TENANT acknowledges in the event electronic payments and/or direct deposits are permitted, LANDLORD reserves the right to suspend or terminate electronic payments and/or direct deposit arrangements in the event of default by TENANT under this lease and to demand payment at a physical address. Cash payments are not accepted. If TENANT'S payment is dishonored, all future payments must be made by money order or cashier's check; dishonored payments will be subject to the greater of 5% of the payment amount or a **\$40.00** charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a payment, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the payment. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored payment charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

**PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of **\$925.00**, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with **First Florida Integrity Bank, Naples, FL 34102**.

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.

Florida statutory law, 83.49(3) provides:

(3)(a) 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 last known mailing address of his 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 s. 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 (LANDLORD'S address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the TENANT objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

**ASSIGNMENTS/SUBLETTING:** TENANT shall not assign this lease, transfer any interest, advertise or solicit any third parties to advertise any rental or use of the premises, rent to another or sublet the premises or any part thereof for any period of time. Airbnb or similar types of renting, subletting, room rentals, couch surfing, advertising to rent or use, or home exchanging is expressly prohibited and shall be a material breach of the lease agreement.

**APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, TENANT agrees to make good faith effort in diligently complying with association approval process.

**FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT is strictly prohibited from installing or using a permanent or portable fire pit anywhere on the premises, and may not otherwise light exterior fires. TENANT acknowledges burning of candles or incense is NOT permitted on the premises. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD. No aquariums are allowed without Landlord's prior written consent.

**SMOKING:** Smoking is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke-related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.

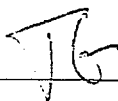
**RISK OF LOSS:** All TENANTS' personal property shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **TENANT is strongly urged to secure insurance for personal property.**

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

**ATTORNEY'S FEES:** The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: **WATER, SEWER and GARBAGE.** The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. In the event the premises is currently on well water, if the municipality or county decides to connect the premises to city/municipality water, TENANT agrees that TENANT shall be responsible for paying for the monthly water bill and monthly sewer bill if no longer on septic and shall place the water/sewer utility in TENANT'S name unless prohibited by the municipality to avoid any interruption in service. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease. Tenant is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if Tenant chooses to have phone land line service and/or cable service.

**VEHICLES:** Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises: None.



**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT is responsible for the expense of any service calls requested by TENANT deemed to be unwarranted or unnecessary by the service technician, or if the service technician deems the service call need is due to the TENANT'S misuse, or if the service technician is unable to gain access due to TENANT'S actions, even if the other terms of this lease would ordinarily make the LANDLORD responsible for such a service call charge. **TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, REFRIGERATOR WATER FILTERS, LOCKS/KEYS and SMOKE ALARM BATTERIES.** In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test each smoke detector and shall maintain same. In the event there is a garbage disposal on the premises, LANDLORD has the option to remove the garbage disposal if it fails and re-plumb accordingly. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. In the event the TENANT is responsible for paying for LP/Propane gas, TENANT shall pay the fees and costs associated with the rental of the tank. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred.

**VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event all keys are not returned upon move-out, there will be a minimum charge to be deducted from the security deposit in the amount of \$50.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit at Market Rate.

**RENEWAL:** LANDLORD or TENANT shall have 60 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

**RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect.



**MOLD:** LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event LANDLORD in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold professional that TENANT is failing to use the air conditioning, and this is causing mold or mildew, LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no less than 7 Days' Notice and hold TENANT responsible for any damages caused by mold or mildew.

**WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**INDEMNIFICATION:** TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his AGENTS, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his AGENTS, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

**DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

**MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

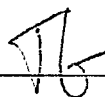
**RADON GAS:** State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**ABANDONED PROPERTY:** 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 PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**ADDITIONAL STIPULATIONS:**

- 1) TENANT agrees to pay balance of last month's rent in the amount of \$75.00 due at lease signing.
- 2) TENANT agrees to pay balance of security deposit in the amount of \$75.00 due at lease signing.

**ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:**  
**MOLD ADDENDUM**



**SIGNATURE PAGE**

Jonathan E. Gonzales TENANT  
Jonathan Gonzales

Sandra Allan OWNER  
Sandra Allan

\$30. - lease fee due at  
signing of lease from tenant

This lease has been drafted by the Law Offices of Heist, Weiss & Wolk, P.A. 1 800 253 8428  
Reference #777235

Initials

JE



## MOLD ADDENDUM TO LEASE

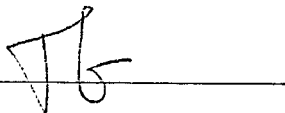
THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Sandra Allan (OWNER OR AGENT) AND Jonathan Gonzales (TENANTS) FOR THE PREMISES LOCATED AT 1024 Pine Isle Ln., Naples, FL 34112.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** TENANT(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

### TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- REGULARLY EMPTY DEHUMIDIFIER IF USED
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE



**TENANT(S) AGREE TO REPORT IN WRITING:**

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE, ACCIDENTS
- ANY AND ALL MOISTURE AND MUSTY ODORS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** OWNER or AGENT reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event OWNER or AGENT in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that OWNER or AGENT may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to TENANT(s) failure to notify OWNER or AGENT of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and OWNER or AGENT shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to OWNER for damages sustained to the Leased Premises. TENANT(S) shall hold OWNER and AGENT harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises is or was managed by an AGENT of the OWNER, TENANT(S) shall hold AGENT harmless and shall look solely to the property OWNER in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428  
Reference #777235

Initials JK



**\*\*Lease terms are a minimum of 90 days, maximum of 3 times in a calendar year. In accordance with the Governing Documents this application must be submitted with all required documents at least 20 days prior to the lease start date to allow time for processing. Approval must be received prior to the lease renewal period.**

**For your information: PRIOR TO LEASE EXPIRATION:**

**If lease will renew or extend at the end of 12 month period, LEASE RENEWAL APPLICATION must be submitted 20 days before lease expiration. Contact Directors Choice for Lease Renewal Application.**

Initial below - Check off list of required documents attached.

- ☒ Lease Renewal - Application completed.  
☒ Lease Addendum - from Boca Ciega that is a part of this application – ADDENDUM REQUIRES ALL SIGNATURES of unit owner and tenant(s) ARE WITNESSED.  
☒ Lease – Extension or Lease Renewal that you provided to your tenant signed by you and your tenant.  
☒ Driver's License –Color (or clearly readable) copy of - for each person 18 years or older.  
☒ All Rules & Regulations signature pages MUST BE SIGNED. You keep the 9 pgs. of R&R for your records.

**\*\*\*IF ADDITONAL PEOPLE ARE BEING ADDED TO THIS LEASE that were NOT on last year's lease, FOLLOWING MUST BE PROVIDED:**

- \_\_\_\_ Driver's License –Color (or clearly readable) copy of - for each person 18 years or older.  
\_\_\_\_ Background Screening Authorization forms signed for each person 18 years of age or older.  
\_\_\_\_ \$40.00 Non-Refundable Background Screening Check Fee payable to "Directors Choice, LLC"  
for EVERY person to reside in the unit 18 years of age or older.  
\_\_\_\_ Personal Interview with Board Member is required prior to approval. A Board member will contact you for the interview. Directors Choice, LLC notifies unit owner if this application has been approved or not.  
Please return this completed application and all items above to:

**Boca Ciega Village Condominium 1 Association, Inc.**

C/O Directors Choice, LLC  
3784 Progress Avenue, Suite 107  
Naples, Florida 34104  
[office@directorschoicellc.com](mailto:office@directorschoicellc.com)  
E-FAX (requires area code) 239-791-1076  
PHONE 239-877-7457

Date:

8/13/18

**LEASE RENEWAL- APPLICATION**

Account #BCV- 1024 Unit Address: Pine Isle Lane, Naples, Florida 34112

Term of Lease Renewal: Start Date: 10/1/18 Ending Date: 09/30/19

**You may lease on a month to month basis after the expiration of the initial lease term, for as long as you and your landlord agree. The Association's approval of occupancy is given for only 12 months at a time and renewal applications for continued occupancy approval must be submitted every 12 months.**

Current Owner(s): Gandora L. Allen E-Mail: Gallen19@roadrunner.com

Current Owner(s) (Real Estate Agent if applicable): Leslie Rollins E-Mail: leslierollins1@gmail.com

I (we) as the owner of this unit agree that in the absence of the owners, the Association is granted full power to take whatever action necessary, including eviction, to prevent or stop violations by lessees and their guests.

Unit Owners signature: \_\_\_\_\_

for owner

Use of this home is for single family residence only, with two occupants per bedroom.

**LIST ALL NAMES, RELATIONSHIPS AND AGES OF ALL PERSONS  
WHO WILL OCCUPY THE HOME, INCLUDING CHILDREN**

<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IS ANYONE ON THIS APPLICATION ACTIVE DUTY MILITARY? If so, please note who it is.
---

Occupant #1. Name Jonathan E. Gonzales DOB 09/04/1991 Relationship Myself

Phone # 954-822-3268 E-Mail jonedgonzales@gmail.com

Occupant #2. Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_

Occupant #3. Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_ #

Occupant #4. Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_

**\*\*\*IF ADDITIONAL PEOPLE ARE BEING ADDED TO THIS LEASE that were NOT on last year's lease, FOLLOWING MUST BE PROVIDED:**

1. Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_

Current Employer: \_\_\_\_\_ Position Held: \_\_\_\_\_ Phone: \_\_\_\_\_

Have you ever been convicted of a felony? \_\_\_\_ Yes \_\_\_\_ No

If yes, please explain: \_\_\_\_\_

**TRUCKS, COMMERCIAL VEHICLES, MOTORCYCLES, CAMPERS, MOTOR HOMES, MOBIL  
HOMES, BOATS, TRAILERS OF ANY DESCRIPTION, ARE PROHIBITED**

Make of Car: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ Plate number: \_\_\_\_\_ State: \_\_\_\_\_

Make of Car: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ Plate number: \_\_\_\_\_ State: \_\_\_\_\_

**PETS ARE NOT ALLOWED IN LEASED UNITS**

Initial below:

JG I do not have a pet. Pursuant to the Governing Documents, No pets are allowed in Rental Units.

Please note: It is the responsibility of the owner to provide all keys i.e. Mailbox, Pool & Storage keys.

**DUMPSTER SURROUNDS – DUMPSTER AREA**

Unit Owner AND Tenant, Initial below:

JG Tenant: I understand it is my responsibility to contact Directors Choice, LLC to schedule pick up of any debris left in or around dumpster unit. I understand I will pay any fees charged by Waste Management to remove debris. Example: TV, Mattress, Appliances, or any item not approved to be deposited in the dumpster or recycle bins.

Unit owner: I understand it is my responsibility to contact Directors Choice, LLC to schedule pick up any debris left in or around dumpster unit. I understand I will pay any fees charged by Waste Management to remove debris. Example: TV, Mattress, Appliances, or any item not approved to be deposited in the dumpster or recycle bins.

**TENANT MUST SIGN – I UNDERSTAND AND WILL FOLLOW THE COMMUNITY DOCUMENTS AND RULES AND REGULATIONS:** Jonathan E. Gonzales

**TENANT MUST SIGN – I UNDERSTAND AND WILL FOLLOW THE COMMUNITY DOCUMENTS AND RULES AND REGULATIONS REGARDING THE COMMUNITY POOL:** Jonathan E. Gonzales

I hereby affirm that the information supplied above is true and correct and consent to further investigation concerning this information or any information which comes from that inquiry which is necessary for approval of this request. Your signature will acknowledge your receipt of and your agreement: To abide by the Declaration, By-laws, Amendments, Articles of Incorporation as stated in the Governing Documents and the Rules and Regulations of Boca Ciega Condominium 1 Association, Inc.

Unit Owner Signature [Signature] for Allen Date \_\_\_\_\_

Tenant-Occupant #1 Signature Jonathan E. Gonzales Date 8/13/18

Tenant-Occupant #2 Signature \_\_\_\_\_ Date \_\_\_\_\_

**UNIT OWNER INFORMATION**

Unit Owner Signature [Signature] Date 8/19/18

Wood Crest Dr Queensbury NY 12804  
Mailing Address City State Zip

Phone: 518 796 6734 Fax: \_\_\_\_\_ Other: \_\_\_\_\_

E-mail: Sallan19@roadrunner.com

This application has been designed for the purpose of protecting you and the current property owners. It is the desire of the present owners of the Association to welcome you to an environment in which pride in ownership and adherence to all Rules and Regulations will ensure an Ideal private and community life.

9/6/2018

Gmail - Signed pages



Leslie Rollins <leslierollins1@gmail.com>

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## Signed pages

1 message

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**Sandra Allen** <sallen19@roadrunner.com>

To: Leslie Rollins <leslierollins1@gmail.com>

Thu, Sep 6, 2018 at 11:29 AM

Leslie,  
Here are the signed pages. If you need to sign on my behalf, please do.  
Thanks  
Sandi

Sent from my iPhone

## BOCA CIEGA VILLAGE CONDOMINIUM 1 ASSOCIATION - LEASE ADDENDUM

THIS LEASE ADDENDUM is entered into this 18 day of AUGUST, 2018, by and between the unit owner: Sandra E. Allen

as Owner, (hereinafter referred to as "Lessor") of the real property described as: Unit No. 1024 of Boca Ciega Village Condominium 1 Association, Inc. (hereinafter referred to as the "Unit") located within, and subject to the jurisdiction of Boca Ciega Village Condominium 1 Association, Inc. (hereinafter referred to as the "Association", and the Tenant: Jonathan E. Gonzalez (hereinafter referred to as "Lessee"), which supplements and modifies that certain Lease Agreement dated \_\_\_\_\_ by and between Lessor and Lessee for the leasing of said Unit. The parties hereby agree as follows:

**1. RULES AND REGULATIONS.** Lessee, and his/her guests, invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium of Boca Ciega Village Condominium 1 Association, Inc., and the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and all exhibits and amendments thereto of the Boca Ciega Village Condominium 1 (hereinafter collectively referred to as the "Association Documents"), and by execution of this Lease Addendum, Lessee acknowledges that Lessee has received copies of the foregoing Association Documents. Lessee understands that Lessee takes subject to same and agrees to abide by all provisions of the Association Documents, as same may be amended from time to time, and that the breach by Lessee (or Lessee's guests, invitees, licensees and servants) of any such rule or regulation, or of any of the terms, conditions and covenants of the Declaration of Condominium, or the exhibits thereto, shall constitute a breach of a substantial obligation under the Lease. Failure of Lessee to abide by said Association Documents shall entitle the Association to all the rights of Lessor to terminate the Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (i) a default by Lessee in the performance of Lessee's obligations under the Lease, or (ii) a foreclosure of a lien placed on the Unit by the Association in accordance with the Declaration of Condominium. In the event the Association brings any action, proceeding or litigation to terminate the Lease and/or to evict Lessee, the Association shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred therefore.

**2. USE AND OCCUPANCY.** The Unit shall be used solely as a private residence for Lessee, and the following individual List all Occupants: Jonathan E. Gonzalez

Lessee hereby specifically agrees to abide by any and all rules, regulations, covenants and restrictions contained in the Association Documents pertaining to guests within the Unit and/or upon Association property, as same may be amended from time to time. Lessee agrees not to use the Unit, or permit the Unit or any portion of the Association Property to be used, for any illegal, immoral, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by Lessee. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind which is detrimental to the Unit or any portion of the Association Property, or to the comfort of any of the other inhabitants of the Association.

**3. ASSIGNMENT AND SUBLETTING.** Lessee shall not assign nor sublet the Unit or any part thereof, nor shall the Lease Agreement be assigned by Lessee, without the prior written approval of the Lessor and the Association.

**4. RIGHT TO RENT.** In the event Lessor is delinquent in Lessor's obligation to pay to the Association any "common expenses" as defined in the Association Documents, the Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof, sufficient to pay said delinquent common expenses, directly to the Association, upon the Association giving written notice of the exercise of such right to Lessee and Lessor. This right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against Lessee or Lessor. Lessor agrees Lessee is paying rent to the Association to cover Lessor's unpaid debt and will not evict tenant during such time for nonpayment of rent as rent is being sent to the Association on the Lessor's behalf.

**5. RIGHT OF ENTRY.** The Association, its employees or their agents shall have the right to enter the Unit at all reasonable hours to examine the Unit, to make all repairs deemed necessary for the safety of the other residents of the Association or the preservation of the Association property (or any portion thereof), or to do whatever is deemed necessary to assure orderly use and proper maintenance of the Unit or any portion of the Association property.

**6. SUBORDINATION.** The Lease is hereby expressly made subject and subordinate to all Association assessments, ground or underlying leases, mortgages, building loan agreements and all advances which may now or hereafter affect or become a lien upon the Association real property, and to any renewals, modifications, consolidations, replacements or extensions thereof.

**7. INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless the Association from and against any claims for damages to person or property arising from Lessee's use of the Unit, or from any activity or work permitted or suffered by Lessee in or about the Unit. The Association shall not be liable for personal injury, or damages to Lessee's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, riots or other causes whatsoever. The provisions of this paragraph shall survive the termination of the Lease.

**8. MODIFICATION OF LEASE.** The Lease may not be modified, amended, extended, or assigned without the prior written consent of the Board of Directors of the Association. Any multi year lease requires the Lessee must re-apply annually, 20 days prior to Lease Annualized date. Lease Renewal application must be approved by the Board of Directors prior to the beginning of the next 365 day period.

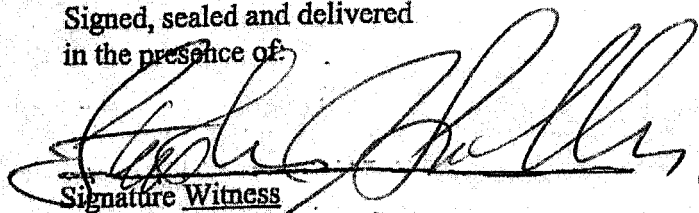
**9.** Nothing contained in the Lease, this Lease Addendum, or the Association Documents, shall in any manner (i) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Association Documents, or (ii) create any rights or privileges of Lessee under the Association Documents or in or as to the Association.)

**10.** All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this:

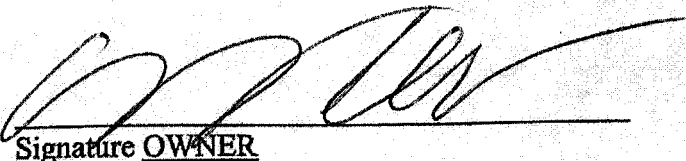
13 day of August, 2018.

Signed, sealed and delivered  
in the presence of:



Signature Witness

STEPHEN J. SMOLLER  
Print Witness Name



Signature OWNER

Sandra Allen  
Print Owner name

Signature Witness

Print Witness Name



Signature Witness

Krista Rollins  
Print Witness Name

Signature OWNER

Print Owner name

Jonathan E. Gonzales

Signature TENANT

Jonathan E. Gonzales  
Print Tenant name

Signature Witness

Print Witness Name

Signature TENANT

Print Tenant name

## Boca Ciega 1 Village, CAI

**RESIDENTIAL SCREENING AUTHORIZATION**

(CURRENT TENANT)

FIRST: Jonathan MIDDLE: Edward LAST: GonzalesAddress: 1024 Pine Isle LaneCity, State, and Zip: Naples, FL 34112SSN: 132-78-1619 DOB: (MM/DD/YYYY) 09/04/1991

Tel# \_\_\_\_\_

Cell# 954-822-3268Email: jonedgonzales@gmail.com*I have read and signed the Disclosure and Authorization Agreement.*SIGNATURE: Jonathan E. Gonzales DATE: 8/13/18

**\*\*This 2 page Residential Screening Authorization form is required for each adult 18 years of age or older residing in unit\*\***

**\*\*\*\*ONLY IF AN ADDITIONAL PERSON IS BEING ADDED TO THIS LEASE that was NOT on last year's lease, this 2 page Residential Screening Authorization form must be completed and submitted with the Lease Renewal Application. Additional information required for the new occupant is listed on the front page of the Lease Renewal Application.**



**Boca Ciega 1 Village, CAI**  
**DISCLOSURE AND AUTHORIZATION AGREEMENT**  
**REGARDING CONSUMER REPORTS**

**\*\*This 2 page Residential Screening Authorization form is required for each adult 18 years of age or older residing in unit\*\***

**DISCLOSURE**

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for and/or continued residence. **A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your residence.** Upon timely written request of the management, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you. Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, and a summary of your rights under the Fair Credit Reporting Act.

**AUTHORIZATION**

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish Directors Choice, LLC with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated, You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

**READ, ACKNOWLEDGED, AND AUTHORIZED**

Jonathan E. Gonzales PRINT NAME (One Form per Adult)

Jonathan E. Gonzales SIGNATURE 8/13/18 DATE

- ☐ For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please place an "X" on the circle.

**Florida**  
DRIVER LICENSE CLASS E  
G524-425-31-324-0  
JONATHAN EDWARD  
GONZALES  
1024 PINE ISLE LN  
NAPLES, FL 34112-6171  
DOB: 09-04-1981 SEX: M  
ISSUED: 03-22-2010 HGT: 5-05  
EXPIRES: 09-04-2016  
SAFE DRIVER  
Operation of a motor vehicle constitutes consent to any sobriety test required by law

WJ 1121600-20010