

Circa Properties, LLC
111 NW 16th Street, Office A01
Gainesville, Fl. 32603
(352) 376-1111

APARTMENT LEASE

L# / R# _____ Floor Plan _____

This Lease Contract (sometimes referred to as the “lease”) is between you (all residents who sign the lease, sometimes referred to as “Lessee(s)”), and us (Circa Properties, LLC, as agent for the property owner, or any successors’ in interest or assigns, sometimes referred to as “Lessor”). You are agreeing to rent _____ Unit _____ (or to be assigned), Gainesville, Fl. Beginning at 12:00 noon on _____, and ending at 12:00 noon on _____, for a sum of \$ _____ payable in monthly installments of \$ _____ including \$ _____ /mth for _____. You agree to pay a non-refundable \$350 administrative fee and \$800 security deposit. The administrative fee is a one time charge as long as the unit is occupied by you and is not part of the security deposit. All charges, late fees, damage assessments, and penalties imposed under this lease shall be treated as additional rent. You understand this lease is contingent upon availability of an apartment unit. Lease is subject to being in default at our sole discretion if you have not taken occupancy within 4 days of the first day of this lease.

1. **Rent is due on the 1st day of each month** made out to Circa Properties, LLC and delivered to the address above. **Payments received on the fourth of the month are subject to a \$50 late fee and payments made after the fourth accrue an additional late fee of \$5 per day.** Your initials: _____

2. **Personal Guarantee:** Failure by you to provide a fully signed and completed Personal Guarantee Form (obtained from Property Manager) within 10 days of signing this Lease may, at our sole option, result in the Lease being declared in default. If declared in default, you forfeit all monies paid. If credit checks of you or any of your Guarantors results in an insufficient rating, we may, at our sole option, void this lease within twenty days of you submitting the final documents by refunding all moneys paid less a \$75.00 application fee.

3. **No pets** allowed except de-clawed cats of at least one year of age. A separate pet lease is required for each cat prior to the cat being allowed to enter the unit. No dogs or ferrets are allowed in the unit, even temporarily. Violations are subject to a fine of double the cost of a pet fee calculated from the beginning of the Lease term plus cost of the pet deposit, all of which are liquidated damages.

4. **General:** Residents are **jointly & severally liable** under this lease regardless of whom else might be occupying the premises and any resident is authorized to act for all residents in a unit. This agreement is the entire understanding between the parties and shall not be altered orally. Binding commitments must be in writing, and verbal agreements are non-binding. Lease shall **not** automatically renew and may not be extended orally or by payment of additional rent. If you have removed all or a substantial portion of your property from the unit, we may immediately enter unit to prepare unit for re-renting without any allowance to you and such action shall not alter or terminate this lease. The waiver of any clause of this lease is neither a continuing waiver nor a waiver as to the entire lease. Your initials: _____

5. **Security Deposit:** In the event you fail to take occupancy or vacate prior to the end of the above lease term, you remain liable for rent and for all associated costs including but not limited to advertising, rental commissions, cleaning, painting, repairs, court costs and legal fees. We may, upon your default and without releasing you, take possession of the unit and relet all or a part of it on your account for a term longer or shorter than the period of time of your remaining obligation at a rent higher or lower than under your lease. You remain responsible for any costs in excess of moneys held. Your security deposit will be accounted for within 30 days of the end of the lease term as per Florida Statutes unless your actions relieve us of notice requirements. We may deduct costs of cleaning, painting, carpet cleaning, repairs associated with your occupancy and/or necessary to return unit to the apartment’s original, ready to rent condition. Any objection to deposit deductions must be made in writing within 15 days as per Florida Statutes.

6. **Liability:** Renter’s Insurance is recommended as we are not responsible for loss or inconvenience due to malfunctioning appliances, utilities or for damage to or loss of property of any kind which may be lost, stolen, damaged or destroyed by fire, water, defective refrigeration or otherwise while on or about the leased premises. Damages caused by misuse or neglect of you or guests are your responsibility. To the maximum degree allowed by law, we are not liable for injury to you or anyone in the unit or on the premises with your acquiescence, knowledge or permission nor does our insurance cover same for their belongings. In the event of any claim, judgment, decree etc. against us/Owner, you agree that you shall look solely to us/Owners interest in the building of the leased premises and in no event shall any other property, real or personal, be subject to levy, execution, enforcement etc. Upon surrender or abandonment, we are not liable or responsible for storage or disposition of your personal property.

7. **Other:** This lease is subordinate and subject to the lien of any mortgage or encumbrance now or hereinafter placed on the unit and/or general premises. This lease is governed by the Florida Landlord Tenant Act and the act shall apply where the terms of this lease might otherwise be in conflict. If any provision of this lease is held to be unconscionable as to either party, it is the express intent of the parties that the remainder of this lease shall remain in force without the unconscionable provision. If we must resort to court process to enforce this lease, the remaining rent due for the balance of the lease shall become immediately due and payable. By execution of this lease, you acknowledge receipt of the following Documents: Policy and Information Form, Move Out Policy, Parking and Towing Agreement, Broadband Agreement, Pet Lease (if any), and Off-Site Parking License (if any) which are part of this lease and incorporated by reference. These Documents will continue in effect as to any renewal, modification of the Documents or Lease, and any assignment or transfer by the landlord or you, or any subleasing. You agree to pay any sales tax due if required by law. We have access at all times in emergencies and at reasonable times (including but not limited to University of Florida vacation periods) to inspect unit, renovate or update unit, do routine repairs or maintenance, and to show unit to prospective purchasers or renters. Units are rented unfurnished. If you fail to perform any obligation including but not limited to returning your apartment to us in ready to rent condition, we may (but are not obligated to) perform it for you and charge you the cost of performance plus fifteen percent (15%) thereof to cover our administrative and overhead expenses. Time is of the essence regarding all payments and we may terminate a lease without notice prior to move in if you fail to make all payments of rent and security deposits as due.

8. **Repairs:** We will do all major repairs to maintain the premises and appliances in proper condition. you are responsible for periodic testing of any smoke detector and prompt reporting to us of any malfunction of a smoke detector or the existence of any safety hazard. Failure to do so shall relieve us of any responsibility and or liability etc. that might otherwise exist for any related loss that might occur. Minor repairs are your responsibility as are repairs undertaken without our specific written consent and all stoppages of plumbing (unless due to roots) after the first 30 days of the lease. Your initials: _____

9. **Utilities:** You agree to pay all utilities. You agree to transfer utility services to your name effective the first day of the Lease even if you plan to occupy the unit at a later date. You also agree to leave utilities on in your name until the end of the Lease term even if you move out prior to lease end. Proof of service transfer is required at time of occupancy. If you do not transfer utility service to your name effective on first day of lease and/or discontinue utility service prior to the last date of the lease, you shall still be responsible for all utility costs (including any fees to restart service) incurred during this time and shall pay the greater of \$20, or actual cost plus a 15% administrative fee. Although we continue utility services when an apartment is not leased to prepare for a new tenant and to control humidity, service may be automatically discontinued on the first day of the lease unless you have transferred service to your name, and you shall be responsible for any fees to restart service. You agree to pay any utility costs within seven days of notification.

10. **Occupancy** shall be the lesser of ____person(s) or as permitted by law. You agree to abide by policies set by us for the care and use of the premises and unit.

11. **Compliance:** You agree to cooperate in a timely manner, to sign any documents required by city, county, state or federal government agencies.

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Security Deposit</td> <td style="width: 20%;">\$</td> <td style="width: 50%; text-align: right;">__800.00__</td> </tr> <tr> <td>Administrative Fee</td> <td>\$</td> <td style="text-align: right;">__350.00__</td> </tr> <tr> <td>Rent</td> <td>\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TOTAL</td> <td>\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Date Paid</td> <td></td> <td style="text-align: right;">__/__/__</td> </tr> <tr> <td colspan="3">Due after signing</td> </tr> <tr> <td>1st Rent Due</td> <td>\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>_____</td> <td>\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>_____</td> <td></td> <td style="text-align: right;">__/__/__</td> </tr> <tr> <td>Property Manager / Agent</td> <td></td> <td style="text-align: right;">Date</td> </tr> </table>	Security Deposit	\$	__800.00__	Administrative Fee	\$	__350.00__	Rent	\$	_____	TOTAL	\$	_____	Date Paid		__/__/__	Due after signing			1 st Rent Due	\$	_____	_____	\$	_____	_____		__/__/__	Property Manager / Agent		Date	<p>Resident Signatures:</p> <p>_____/____/____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Printed Name</p> <p>_____/____/____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Printed Name</p> <p>_____/____/____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Printed Name</p>
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