

CIRCA PROPERTIES, LLC POLICIES AND INFORMATION FORM

Name (Please Print) _____
 Phone: () _____ SS# ____ - ____ - _____
 Driver's Lic.#: _____
 Birthdate: _____ Sex M F
 Student status **at the time you move in:**
 FR SO JR SR GRAD OTHER
 Expected graduation date _____

Name (Please Print) _____
 Phone: () _____ SS# ____ - ____ - _____
 Driver's Lic.#: _____
 Birthdate: _____ Sex M F
 Student status **at the time you move in:**
 FR SO JR SR GRAD Other
 Expected graduation date _____

Automobile Registration Information:

Make: _____ Model: _____ Year: _____
 Tag #: _____ Color: _____

Automobile Registration Information:

Make: _____ Model: _____ Year: _____
 Tag #: _____ Color: _____

Parents/Next of Kin:

Name: _____
 Phone: _____
 Address: _____
 City: _____ State: ____ Zip: _____

Parents/Next of Kin:

Name: _____
 Phone: _____
 Address: _____
 City: _____ State: ____ Zip: _____

Have you ever been convicted of a crime? Y N

If yes, what crime? _____

Have you ever been convicted of a crime? Y N

If yes, what crime? _____

I certify that the information provided above is true and correct. If any of this information is found to be false it is a breach of the lease and shall be subject to termination by Lessor. Your initials: _____

We'd love to know how you became aware of us. Please feel free to check more than one:

- Referred by a current resident
(Resident Name): _____
- Newspaper ad
- Referred by a visitor or non-resident friend
- Ad on RTS bus
- Ad on Craigslist
- Search Engine
- Other: _____

- Received a postcard or letter
- Gainesville Apartment and Condo Guide
- Saw our website
- Swamprentals.com
- Ad on Rent.com
- Facebook
- Saw signs outside

Repair Requests: Any request for repair or replacement services or security related matters must be submitted by you in writing using a work order form found in our apartment office. Our complying with or responding to any oral, email, phone request, or request by someone other than you (such as a parent or interested party) doesn't waive the strict requirement for written notices under this lease. Exceptions would be emergency issues such as fire, explosion, or crime in progress which should be addressed by calling 911, or uncontrollable water or sewage overflow, electrical shorts, or similar emergencies where you must immediately call the office or our emergency maintenance number.

Security Use common sense in practicing safe conduct, such as locking doors and windows—even when you are inside. If you choose to be out at night, be conscious of your surroundings and keep to lighted areas. Recognize that no security system is failsafe, and we disclaim any express or implied warranties of security. If you wish to activate the apartment's alarm system, it is your responsibility to contract with the alarm system company and pay the company directly for the service. A land-line phone is required. The city fee (\$17.50 in 2009) is your responsibility and is paid by check written to the False Alarm Reduction Unit. Activation of the alarm with the alarm company is your responsibility. You can initial here _____ if you are not interested in activating the alarm system, otherwise you must initial all of the following:

I understand I must receive training in the use of the alarm system by Crime Prevention prior to activation. Your initials: _____.
I understand that my alarm must be registered in compliance with the City of Gainesville Ordinance #0-00-36 and I am responsible for all false alarms that originate from my apartment. Your initials: _____.
Activation of an alarm takes 10-14 days, I understand that if I want an active alarm when I move in, it is my responsibility to initiate and follow the "Early Activation Procedure" which I may obtain upon request. Your initials: _____

Phone and Cable Repairs: We gladly provide access for AT&T land lines and Cox Cable but we do not repair or install services for either company.

Locks and keys: Your front door lock is replaced after all prior residents move out. You may not change or add exterior locks. As a convenience to you, you can request (with proper identification) that we unlock your apartment for a \$50 charge after office hours, or on weekends or holidays. There is no charge during normal office hours. Lessee may add interior locks with our express written permission, however a key to the lock must be provided to the office and the lock must be changed back to the original doorknob upon vacating the apartment or you will be responsible for a minimum \$25 replacement charge plus any labor or repair work associated with returning the unit to its original condition. Unless specified in writing otherwise, you are provided with one apartment key and one mailbox key per bedroom upon move-in.

Communication: We frequently communicate important information to you by e-mail or phone, and it is your responsibility to provide and maintain a current e-mail address and phone number with us.

Stairways, hallways, landings, etc.: Fire code requires that these be kept clear at all times. You agree not to store objects including bikes, plants, grills, etc. in these areas or attach any object to the outside of the apartment. You will be asked to remove property left in the halls, landings, etc. or be subject to a \$10/day fine. You must take trash directly to the dumpster as health code forbids storing refuse in the hall or outside the unit and we impose a \$10 fine for any violations.

Liability for rent: Each resident is jointly and severally liable for the entire rent of the unit. The office front door mail slot may be used after hours and holidays and rent will be considered received as of the following business day. The entire rent must be paid with one check and we will not accept cash, partial payment, or separate checks. If you are out of town, lack funds due to delay in financial aid funding or any other reason, you are still required to pay your rent on time. We may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. Rent cannot be withheld or offset unless authorized by statute.

Sublet: You shall not sublet or assign unit or lease or any part of either without our written consent. There is a \$150.00 charge for altering or re-writing a lease including but not limited to subleasing a unit or changing a roommate. It is your responsibility to provide a suitable tenant to sublet the unit, and an inability to find a sublessor **does not relieve you of any obligation to pay rent, utilities, and/or any other Lease obligations.** A sublet adds a new resident to the Lease as an occupant of the unit; it does not remove you from your obligations under this Lease. The condition of the unit when a sublessor takes occupancy is between you and the subletters, however, the unit must be left in clean, ready to rent condition at the end of the Lease.

Radon Disclosure: We are required by Florida Statute 404.056(5) to give the following notification to you. "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 health department."

Mildew and Mold: Mold consists of naturally occurring microscopic organisms which reproduce by spores and is found virtually everywhere in our environment, particularly in Florida where high heat and humidity provide an environment conducive to mold growth. Some types of mold are harmless, but other types and amounts of mold can lead to adverse health effects and/or allergic reactions. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. We recommend that you use air conditioning to keep humidity low, use exhaust fans when showering or cooking, and keep your apartment clean and free of moisture and spillage. Additional information regarding mold and mold testing may be obtained from your county public health unit. We make no representations to you concerning the presence or absence of mold in the apartment at any time or in any quantity. You hereby expressly release us from any personal injury, loss, claim, liability or damage now or hereafter arising from or related to the presence at any time of mold in the apartment. You must also report to us within 24 hours in writing of any leaks including plumbing, A/C, appliances, any evidence of moisture buildup such as discoloration of walls or ceiling. If mold has occurred on a small non-porous surface such as flooring or shower curtains, you agree to clean the area with soap or detergent and a small amount of water, let the surface dry, and then apply a nonstaining cleaner such as Tilex or Clorox cleanup 24 hours later. Failure to comply can result in your being held responsible for property damage to the dwelling and any health problems that may result. If you see or suspect mold or mildew may be present in any but a transient form, you must notify us within 24 hours, followed by certified mail within 48 hours. Your initials: _____

Waiver of Jury Trial: To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit related to this lease shall be to a judge and not a jury.

Disclosure of Ownership: All of the following properties are managed by Circa Properties, LLC and have the following owners: Looking Glass Apartments D building, whose address is 111 NW 15th Terrace, Bldg. D, Gainesville, FL. Is owned by Kallman Family Partners, LLLP. The Triplex apartments, whose address is 317 NW 15th Terrace, Gainesville, FL. is owned by Kallman Family Partners 317, LLC. Buildings A, C, F, EN, ES, DS are owned by Looking Glass Apartments, LLP. 8 and 18 SW 26th Street are owned by Hibiscus Park, LLC. 1419, 1421, and 1433 NW 3rd ave are owned by Terrapin B, LLC. The off-site parking lot is owned by Kallman 120, LLC. The apartment manager is authorized to receive or send notices and demands and these shall come from or be delivered to the address stated at the top of the lease.

General and Miscellaneous: These policies shall remain in effect if the Lease is renewed, extended, modified, released, or surrendered. All occupants 18 years and older must sign the lease. You shall have 10 days after lease start to provide a list of any pre-existing damage or missing items in your unit, otherwise we agree the unit was received in a clean, safe, and good working condition. At the termination of the lease, the unit must be returned in its original, ready to rent condition. We reserve the right to charge for occupancy in excess of the number of bedrooms. Advance moneys paid by you are deposited in a non-interest bearing account with Wachovia/Wells Fargo Bank, 104 N. Main Street, Gainesville, FL. 32601. Interest is not paid, in accordance with Florida law. If the premises are damaged or destroyed by fire, water, wind, or other act of God, we reserve the right to terminate this lease and adjust the rent up to the date of the casualty. Parking areas are monitored with Roam Towing, meaning any vehicles (including scooters) that do not display a valid parking decal may be towed without notice to you or us. We will provide pest control.

General Conduct and Prohibited Actions: You and your occupants or guest may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community, placing adhesives on walls, doors, or appliances; placing signs, posters, or decorations, of any sort in windows in such a manner that they are visible from the exterior; painting the apartment another color or gloss without our express, written permission; bringing or storing any hazardous materials including but not limited to gasoline or propane canisters; injuring our reputation by making bad faith allegations against us to others; or damaging or disabling a smoke detector or removing a battery without replacing it with a working battery (punishable under state statute for \$100 plus one month's rent, actual damages including damage/liability to others, and attorney's fees). Unit may be used for residential purposes only. If lessee is enrolled as a student in a college or university, lessee agrees to be bound by the rules and code of conduct of the college or university in which lessee is enrolled. The undersigned lessees agree to these and such other policies as management decides are necessary in its good judgment to insure harmonious operation.

Lessee: _____ Date: ___/___/___
___ I certify that I am a full-time student

Lessee: _____ Date: ___/___/___
___ I certify that I am a full-time student

E-Mail address: _____
(please write carefully so we can get your address correct)

E-Mail address: _____
(please write carefully so we can get your address correct)