

Circa Properties, LLC
111 NW 16th Street, Office A01
Gainesville, Fl. 32603

RESIDENTIAL 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 the premises known as _____, beginning at 12:00 noon on _____, and ending at 12:00 noon on _____, for a sum of \$ _____ payable in monthly installments of \$ _____ including \$ _____/month for _____. The security deposit shall be \$ _____. You agree to pay a non-refundable \$175 per bedroom administrative fee. 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, and you will not be assigned any unit until all lease requirements are met at which time we shall execute this Lease. If the rental unit is to be assigned prior to move in, you will be placed based on your desired preferences on an “as available” basis but we cannot guarantee any or all preferences will be met. 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** paid 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 received after the fourth accrue an additional late fee of \$5 per day.** We reserve the right to require payment by certified check or money order if you make payments that are returned due to lack of sufficient funds.

2. **Personal Guarantee:** Failure by you to provide fully executed Personal Guarantee Forms for each resident within 2 business days of signing this Lease may, at our sole discretion, result in the Lease being declared void. If credit checks of you or any of your Guarantors results in an insufficient credit rating, we may, at our sole discretion, void this lease within twenty days from the last document submitted by refunding all moneys paid.

3. **No pets** are permitted in your unit, even temporarily, unless allowed through execution of a separate pet lease. If we find a pet on the premises, you agree to immediately pay a \$150 fee as liquidated damages, and an additional fee of \$25 for each day the pet remains on the premises.

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 signed by both parties, there will be no verbal agreements. 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.

5. **Security Deposit:** In the event you fail to take occupancy or vacate prior to the end of the lease term, you remain liable for all rent and 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. Further information on how security deposits are held and returned to you are found in the Move Out Policy.

6. **Liability & Indemnification:** You agree fully insure your personal property in the unit or on the premises; we are not responsible for damage that would typically be covered by Rental Insurance. Damages to our property caused by misuse or neglect of you or guests are your responsibility. You will indemnify and hold us harmless to the maximum degree allowed by law for any and all claims, including but not limited to claims for bodily injury and/or property damage, and any related damages/costs in connection to your use of the premises. In the event of any claim, judgment, decree, you agree that you shall look solely to Circa Properties, LLC and in no event shall any other entity or property, real or personal, be subject to levy, execution, enforcement or judgement.

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. 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

Initials _____

enforce this lease, the remaining rent due for the balance of the lease shall become immediately due and payable. All monies due under this lease and any Final Judgement rendered will bear interest at 18% per annum. By execution of this lease, you acknowledge receipt of the following Documents: General Policies and Information Form, Move Out Policy, Parking and Towing Agreement, Addendum for specific residences (if any), Internet Agreement (if any), Pet Lease (if any), all of 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, sublease, or transfer by us or you. 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, change air conditioning filters on a scheduled basis, 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. Prior to move-in, if you fail to make all payments of rent, security deposits and fees when due, we may terminate your lease without notice.

8. **Repairs:** We will maintain the property in compliance with all applicable housing, building, and health codes. 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 that might otherwise exist for any related loss that might occur. You must not make repairs or additions to the property without our specific written consent. You are responsible for any stoppages of plumbing caused by you or your guests.

9. **Utilities:** You agree to pay all utilities unless specifically excluded by an Addendum for certain residences. 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 plus the greater of \$30 per billing cycle or an additional 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.

10. **Occupancy** shall be the lesser of ____person(s) or as permitted by law.

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

<p>Due at signing</p> <p style="margin-left: 40px;">Security Deposit \$ _____</p> <p style="margin-left: 40px;">Administrative Fee \$175/bedroom \$ _____</p> <p style="margin-left: 40px;">Date Paid ____/____/____</p> <p>Due before move-in</p> <p style="margin-left: 40px;">1st Rent Due \$ _____</p> <p style="margin-left: 40px;">_____ \$ _____</p> <p style="margin-left: 40px;">_____ \$ _____</p> <p>_____/____/____</p> <p>Authorized Agent for Circa Properties Date</p>	<p style="text-align: center;">_____/____/____</p> <p style="text-align: center;">Resident Signature</p> <hr/> <p style="text-align: center;">Printed Name</p> <hr/> <p style="text-align: center;">_____/____/____</p> <p style="text-align: center;">Resident Signature</p> <hr/> <p style="text-align: center;">Printed Name</p> <hr/> <p style="text-align: center;">_____/____/____</p> <p style="text-align: center;">Resident Signature</p> <hr/> <p style="text-align: center;">Printed Name</p> <hr/> <p style="text-align: center;">_____/____/____</p> <p style="text-align: center;">Resident Signature</p> <hr/> <p style="text-align: center;">Printed Name</p>
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