

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

RESIDENTIAL LEASE

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 at the premises known as _____ floor plan _____ 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 payable hereunder and at the time of execution of this Lease shall be \$ _____. A non-refundable \$195 per bedroom administrative fee is due and payable at the time of execution of the initial Lease. 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 in your desired floor plan, any specific unit/address numbers are provisional and may change prior to final unit placement before move-in. Specific unit preferences are assigned on an “as available” basis and we cannot guarantee any or all preferences will be met.

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:** A personal guarantee is required for each resident prior to lease signing. If credit checks of you or any of your Guarantors reveals the existence of an insufficient credit rating we may, in our sole and absolute discretion, void this lease and refund to you all monies paid.

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

4. **Liability & Indemnification:** You agree to fully insure your personal property in the unit or on the premises and we are not responsible for damage that would typically be covered by Renters Insurance. Damages to our property caused by misuse or neglect of you or guests shall be your responsibility as provided by Florida law. You agree to and shall 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 person or entity be liable, nor shall their property, real or personal, be subject to levy, execution, enforcement or judgement for any such claim.

5. **Repairs:** We will maintain the property as required by Florida law. You are responsible for periodic testing of any smoke detector present on the property at the time of move-in or thereafter and prompt reporting to us of any malfunction of any such 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 modifications to the property without our specific written consent.

6. **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. 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 \$50 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. We are not responsible for interruption of utility service beyond our control.

7. **Occupancy** is limited to _____ person(s) for private residential use and no other purpose.

8. **General Provisions:** Residents are **jointly & severally liable** under this lease. Any resident is authorized to act for all residents in a unit. This agreement is the entire understanding between the parties and may not be altered orally. Your obligations to provide guaranties, deposits and fees are stipulated and understood not to constitute conditions precedent to this Lease being fully effective and binding but are requirements which must be met before you can physically occupy the rental space; your failure to provide any such requirements shall not operate to void or negate this Lease but your failure to provide any such requirements shall give us the option to cancel and void this lease in its entirety (and to notify you of such cancellation) at our sole discretion (which is specifically agreed not to be a mutual remedy) prior to the beginning of the lease term and within a reasonable time of notice of such failure to comply. Unless we decide to cancel and void this lease, your monetary obligations shall not be affected in any way. All binding commitments modifying this agreement must be in writing and signed by the Property Manager. This Lease shall **not** automatically renew. 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. 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 unenforceable as to either party, it is the express intent of the parties that the remainder of this lease shall remain in force without the unenforceable 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 to the fullest extent provided by Florida law. All monies due under this lease shall bear interest from the date otherwise due at 18% per annum, and the full amount of any Final Judgment entered hereon shall bear interest at 18% per annum from the date of entry. By execution of this lease, you acknowledge receipt of the following Documents: General Policies, Move Out Policy, Parking and Towing Agreement, Addendum for specific residences or furnishings (if applicable), Internet Use Agreement (if applicable), Pet Lease (if applicable), all of which are part of this lease and incorporated by reference. You agree that you shall remain liable hereunder notwithstanding 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 shall have access at all times in emergencies and at reasonable times in accordance with Florida law (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. Time is of the essence in all respects herein.

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

Due at signing Security Deposit \$ _____ Administrative Fee \$195/bedroom \$ _____ Additional Upfront Fees \$ _____ Date Paid _____	_____ Resident Signature _____ Date _____ Printed Name _____ Resident Signature _____ Date _____ Printed Name
Due before move-in 1st Rent Due \$ _____ _____ \$ _____ _____ \$ _____	_____ Resident Signature _____ Date _____ Printed Name _____ Resident Signature _____ Date _____ Printed Name
_____ Authorized Agent for Circa Properties _____ Date	_____ Resident Signature _____ Date _____ Printed Name