

Residential Lease Agreement

THIS LEASE AGREEMENT is made and entered into this 6 day of August, 2024, by and between Edgar J. Millan hereinafter referred to as "Landlord" and Elliott J Domagola & Ereka H. Morton, hereinafter referred to as "Tenant".

1. Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 18502 Pebble Lake Ct, Tampa FL 33647 for the period commencing on the 1st day of September, 2024 (commencement date), and thereafter until the 31 day of August, 2025, at which time this Lease Agreement shall renew, if both parties agree upon for another year unless terminated in writing. Prior the end of the lease period, the Tenant is required to give the Landlord in writing a notice 60 days in advance of his/her moving. *Notice must be given by Tenant on the first day of a month. If notice is given after the first day of the month, the 2 months notice will not start until the following month.* Rent may be increased at any time after first year.
2. Tenant shall pay as rent the sum of \$ 1,900 per month, due and payable monthly, in advance, no later than 5:00 p.m. by the third day of every month. Tenant further agrees to pay a late charge of \$ 60.00 for each day, if rent is not received on the third day of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$ 60.00 will be paid to Landlord for all dishonored checks and a \$ 60 per every delivered 3-day notice when applicable. Rent should be deposited into the Landlord's Bank Account unless Landlords decides otherwise. Landlords account info is as follows: Name: **Edgar J. Millan. Bank of America. Account Number: 2290 3738 3432. Routing number 063100277.** Rent should arrive on or before the third of every month to avoid late charges.
3. If Tenants need to break the lease prior the termination date, Tenant will be responsible for all the costs associated with the landlords finding another tenant including real estate commission costs, utilities, repairs and maintenance fees. The penalty fee for breaking the lease prior the expiration date will be the equivalent of 3 months (\$3,900) unless Landlord agrees to a lesser value once the tenant has moved-out.
4. Tenant agrees to use said dwelling as living quarters only for 2 (adults) and 0 (children), namely: **Elliott J Domagola & Ereka H. Morton**. A reasonable number of guess may occupy the premises with prior written consent.
5. Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition, or to pay a special cleaning charge of \$ 250.00 upon vacating the premises. The carpets are to be professionally cleaned. Carpet cleaning cost is in addition to cleaning charge above.
6. PETS ARE **NOT** ALLOWED without the landlord approval and the association approval. All pets on the property not registered under this lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law.
7. Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.
8. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

Initials: By Landlord EM By Landlord 2: _____ By Tenant ED By Tenant EM

9. All rights given to Landlord by this Lease shall be cumulative to any other laws, which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
10. Tenant will be responsible for opening new accounts under Tenant's name and to pay of all these utilities -such as electricity, water and phone and/or cable- on time. Tenant will be responsible to remove any bee hive, rodent or snake. Tenant can either do it himself or at his/her own expense hire a contractor. Tenant will be required to maintain the driveway and the adjacent walkways in a clean (pressure washed-condition if needed) and weeds free condition at all times. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.
11. No rights of storage are given by this Agreement. No storage containers should be placed outside the property. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. **Tenant shall purchase renter's insurance with \$100,000.00 . Landlord is to be named as additional Insured**
12. IMPROVEMENTS TO PROPERTY - Any improvements to the property made by tenant inside or outside must by approved by Landlord. This includes landscaping, scrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Once approved, any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc.
13. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
14. Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or to show property to a prospective tenant or buyer. In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled on the date the new owner takes possession of property. Tenant has thirty days to vacate the property or sign new lease with new owner at new owner's option.
15. Tenant agrees to pay a Security Deposit of **\$_1400_** to bind Tenant's pledge of full compliance with the terms of this agreement- **due at execution of lease** (money order, cashier check or direct deposit). NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT!. Security deposit is reimbursable at the end of the term if there is not damage on the property.
16. To move in, Tenant will be required to pay the first month (or prorated amount). If move date happens on or before the 15th of the month then first month will be prorated. If first month happens after the 15th of the month, the Tenant will have to pay the first prorated month and the following month.
17. Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the following provisions:
 - The full term of the Agreement has been completed.
 - No damage to the premises, buildings, grounds is evident.
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Initials: By Landlord EM By Landlord 2: _____ By Tenant ED By Tenant EM

- The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and left clean and odorless.
 - All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc. WATER/POWER/UTILITIES BILLS MUST BE PAID IN FULL AND COPY OF PAID FINAL BILL SENT TO LANDLORD.
 - All keys have been returned.
 - A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.
 - It is the tenant's responsibility to call, make arrangements, and be at residence to let meter readers in for final reading on electric, and water. If Landlord has to do this, there is a **\$_25.00_** charge for each utility.
18. The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay on time. No payment by the tenant or receipt by the landlord of any amount of the monthly rent herein stipulated shall be deemed to be other than **on account** of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the landlord may accept such a partial payment without prejudice to his rights to collect the balance of such rent.
 19. If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant there from; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.
 20. Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made via electronic transfer, cashier's check, money order or certified check.
 21. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord.
 22. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease, including, but not limited to **\$_40.00_** for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent, Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rents or gaining possession of the premises, Tenant agrees to pay all expenses so incurred, including all court costs and reasonable attorney's fees. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Hillsborough County, State of Florida. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued.
 23. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and

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Initials: By Landlord EM By Landlord 2: _____ By Tenant ED By Tenant EM

agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motorhome, recreational vehicle or trailer of any type on the premises.

24. Tenant's obligations are as follows:
- A. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
 - B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
 - C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
 - D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
 - E. Conduct himself, his family, friends, guests, and visitors in a manner, which will not disturb others.
 - F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, and for pest control, maintenance estimates, serving legal notices, or emergencies.
 - G. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.
25. No additional locks will be installed on any doors without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.
26. Tenant agrees to install and maintain a telephone (or cell phone), and to furnish the Landlord/Property Manager the telephone number and/or any changes thereof within three (3) days of its installation/activation.
27. In the event repairs are needed beyond the competence of the Tenant, Tenant is urged to contact the Landlord. Tenant is offered the discount as an incentive to make his own decisions on repairs to the property and to allow Landlord to rent the property without the need to employ professional management. Therefore, as much as possible, Tenant should refrain from contacting the Landlord or his agent except for emergencies, or for expensive repairs. Such involvement by the Landlord or his agent will result in the loss of the discount and/or deductible.
28. Tenant warrants that any work or repairs performed by him will be undertaken only if he is competent and qualified to perform it. Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.
29. Tenant is responsible for HVAC filters change, lighting bulbs change, toilets minor repairs and bathroom caulking. Tenant is also responsible to provide the club house (HOA) office with a copy of the lease agreement so they can provide him with access to the clubhouse facilities and to purchase a gate clicker from the office if Tenant wishes to have one.

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30. Tenant should keep the appliances and systems at good repair and will contact the Landlord when a repair on the appliances and/or MEP systems is needed. Landlord is in charge of hiring qualified technicians on a timely matter to address any maintenance problem not covered by the warranty. Tenant, at his/her own expense can opt to choose a different vendor (approved by the Landlord/Property management) if Tenant does not want to wait or do not want to use the contractor hired by the Landlord or the warranty company.
31. Tenant is responsible for all glass, screen, and storm door repairs.
32. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.
33. Smoke Detectors have been installed and are in operable condition in the following places. **Entrance lobby area**, Tenant initials ED EM. From this time on you will be required to maintain the smoke detectors. Any new batteries are your responsibility. If you have any questions about the smoke detectors, you should call us promptly. I/We, the undersigned, have personally checked the smoke alarms in the unit which is provided and find it/them to be in working order. I/We understand that the law requires me/us to maintain the alarm/s and keep fresh batteries in the mechanism. Tenants failure to do so absolves the Landlord, or agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm.

Tenant signature Elliott Domagola Date 08/27/2024 08:59 PM

Tenant signature Ereka Morton Date 08/27/2024 09:01 PM

34. NO WATER BEDS PERMITTED.
35. NO SMOKING IS PERMITTED INSIDE THE PROPERTY
36. Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieves the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused.
37. From time to time, owner may be represented by an agent who will carry identification.
38. In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include, Owner or Lessor; and the term Tenant(s) will include Resident, Lessee or Renter.
39. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
40. TENANT agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

41. The Tenant was asked if he/she could speak, read and understand English. He/she was told that signing below would indicate that they understood what they were signing and that he/she did speak and read English.

YOU SHOULD READ AND UNDERSTAND THIS LEASE, IT IS A LEGAL AND BINDING CONTRACT.

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS 6th DAY OF AUGUST 2024, at 18502 Pebble Lake Court.

(Address, City and State)

Elliott Domagola

Tenant 1

08/27/2024 09:00 PM

Edgar Millan

Landlord 1

08/06/2024 09:24 PM

Ereka Morton

Tenant 2

08/27/2024 09:01 PM

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EXHIBIT "A"

The following appliances and devises are included in the lease. Tenant agrees, by the signing of this agreement, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order. If tenant fails to pay rent by the fifth day of the month, the landlord/manager or his representative may enter building and remove appliances or furniture belonging to Landlord without giving tenant advance notice.

***Washer and Dryer will be loaned and not leased. Landlord will deliver in good working order but after the first three weeks, Tenant will be responsible of maintain them, repair them or replace them if needed. ***

APPLIANCES AND/OR FURNITURE

	Furniture Description	Appliance Number or Item	Condition	Location
1	Dish-washer	1	Good	Kitchen
2	Stove / Oven	1	Good	Kitchen
3	Water heater	1	Good	Storage room
4	Washer / Dryer ***	1 / 1	Good	Laundry Room
5	Refrigerator	1	Good	Kitchen

Tenant: Elliott Domagola Tenant: Ereka Morton

Date: 08/27/2024 09:00 PM Date: 08/27/2024 09:01 PM

Initials: By Landlord EM By Landlord 2: _____ By Tenant 1: ED By Tenant 2: EM