

# BOARDWALK AT ALAFAYA TRAIL, LLC

## LEASE APPLICATION

Applicant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_  
Social Security # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Driver's License # \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Present Street Address: \_\_\_\_\_ City State \_\_\_\_\_ How Long? \_\_\_\_\_  
Home Phone(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ email: \_\_\_\_\_  
Present Landlord's Name & Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Why are you leaving your present residence? \_\_\_\_\_  
Employer: \_\_\_\_\_ Address: \_\_\_\_\_  
Occupation: \_\_\_\_\_ How Long? \_\_\_\_\_ Phone # \_\_\_\_\_ Income: \_\_\_\_\_

### IF YOU WILL PARK A VEHICLE ON THE PREMISES, PLEASE PROVIDE:

Type of Vehicle: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Tag # \_\_\_\_\_ State: \_\_\_\_\_  
If you are a student, what school will you attend? \_\_\_\_\_ Major? \_\_\_\_\_  
What year in college are you? Freshman Sophomore Junior Senior Grad  
Have you ever broken a lease agreement, or left owing money to an owner or landlord? YES NO  
Have you ever been arrested, pleaded no contest, or been convicted of a misdemeanor or felony? YES NO  
If you answered YES to either of the above, please explain: \_\_\_\_\_  
In case of emergency, notify (name) \_\_\_\_\_ Relationship \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**CORRECT INFORMATION:** Applicant represents that all of the above statements are true and complete, and hereby authorized verification of above information, including residential history, employment history, credit records, and criminal history/court records. Applicant acknowledges that false information herein may constitute grounds for rejection, termination of right of occupancy, and/or consideration of reservation fee, and may constitute a criminal offense under the laws of this State. **Applicant agrees to the terms of the "Application Reservation Fee Agreement" below.**

Applicant has submitted the sum of \$35.00, which is a non-refundable payment for credit check and processing charges. Such sum is not a Rental payment or Security Deposit. Management to cover the cost of processing this application as furnished by Applicant will retain this amount; any false information will constitute grounds for rejection of this application.

All applicable Lease paperwork is to be completed with rental application. In the event, application is denied, all Lease paperwork and addenda will be considered null and void.

- **APPLICATION RESERVATION FEE AGREEMENT:** Applicant has paid an "Application Reservation Fee" of \$360.00 in consideration for owners taking said apartment off the market, and/or placing applicant on a priority waiting list, while considering approval of this application. **If applicant is approved but fails to promptly enter into the contemplated Lease, the application reservation fee shall be liquidated damages to the owner.** The application reservation fee will be refunded only if application has been rejected. Keys will be furnished only after contemplated lease and other rental documents have been properly executed by all parties and only after applicable rentals and application reservation fees have been paid. This application is preliminary only and does not obligate owner or owner's agent to execute a lease or deliver possession of the proposed premises. Possession of keys will not be provided until fully executed guaranty forms are received. If forms are not received within five (5) days of lease execution or prior to schedule date of Lease commencement, whichever is earlier, the Lease will default at option of Lessor and deposits shall be forfeited.

APPLICANTS Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## INDIVIDUAL LEASE AGREEMENT

This LEASE, entered into this date \_\_\_\_\_ between Boardwalk at Appleyard LLP hereinafter referred to as LESSOR as agent for Boardwalk at Alafaya Trail, LLC and \_\_\_\_\_ hereinafter referred to as LESSEE, each of which, intending to be legally bound, and to bind their respective guarantors, heirs, administrators, personal representatives, successors, and assigns, (referred to collectively as Lessee parties) in consideration of covenants contained herein, hereby agree as follows:

LEASE TERM runs from \_\_\_\_\_ (at noon) through \_\_\_\_\_ (at noon). Total rent due for lease term covered \$ \_\_\_\_\_ payable in \_\_\_\_\_ equal installments due on the first day of each month in the amount of \_\_\_\_\_. Rent shall be made payable to Boardwalk at Alafaya Trail.

Lease Premises: Apartment/Room Number (One Room in a Four Bedroom Unit) \_\_\_\_\_  
Address: \_\_\_\_\_

**1. LATE PAYMENT:** Rent is due on or before the FIRST DAY OF the month, and is late on the FOURTH DAY of the month. For each month of Rent paid on or after the fourth day of the month a late fee must be included in the additional amount of \$30.00. The late fee shall be assessed \$5.00 per day until paid, not to exceed \$160.00 per month for each month payment is late. Delinquent Rent payment shall not be accepted without concurrent late fees, and NSF fees if applicable. Late fee does not apply toward total Rent for term of lease. All late fees, fines, damages, NSF fees, etc. shall be deemed additional rent. If a check is returned unpaid then Lessee, shall be required to pay an NSF fee of \$35 plus any late charges accrued due to late payment and at Lessor's option, all further rent payments shall be paid by cashier's check or money order. A check returned NSF shall not be re-deposited. Lessor has the right to refuse post dated checks.

**2. RENTAL CONCESSIONS:** In the event any terms, conditions or obligations of this lease are breached by Lessee then all rental concessions of any type shall be cancelled and shall become due and owing as additional rent.

**3. ELECTRONIC CHECK DEPOSIT:** Lessor hereby notifies Lessee, and Lessee hereby acknowledges and agrees that Lessor may convert or deposit a check by means of electronic transfer or electronic deposit of checks, receipt of check shall constitute authorization of such electronic fund withdrawal.

**4. OTHER FEES:**  
Lease Processing Fee: \$35.00 (non-refundable)  
Returned Check Fee (NSF): \$35.00  
Security Deposit: \$225.00 (held in escrow)  
Move-In Fee: \$100.00 (non-refundable)  
Assignment Fee: \$200.00  
Transfer Fee: \$200.00  
Fines/Damages: varies (all fines/damages shall be deemed additional rent.)

Any moneys or payments owed to Lessor by Lessee which includes but not limited to late fees, and NSF fees shall be deemed additional rent under this Lease. All payments will be applied first to the oldest of any outstanding balance.

**5. UTILITIES AND SERVICES** are provided to the premises and are included with some limitation as follows:  
Television: Basic Service  
Internet Service  
Refuse Collection: Picked up at compactor.  
Utilities: Electrical usage in excess of \$160.00 monthly per apartment shall be deemed rent, and shall be divided up equally among the number of lessees (roommates) occupying the apartment, and due before the next month's rental charge.  
Lawn Maintenance Pest Control

**6. SECURITY DEPOSIT:** The security deposit, if applicable, is collateral for the timely performance of all Lessee's agreements under the lease. Security deposit is held in a non-interest bearing account. This security deposit is not an advance rental payment and Lessee shall not deduct any portion of the deposit from rent due to Lessor. Upon completion of the lease term, and fulfillment of Lessor's obligations according to the lease, vacating of the premises,

written notice delivered to Lessor sixty (60) days prior to vacating apartment, leaving it in good, clean condition with no unusual damage, and all keys returned to Lessor, the premises and content inspected, the Lessor shall return said deposit to Lessee less any sums paid or deducted for repair of damages or excess wear or other sums owed as prescribed by law. In addition, Lessee shall pay for any additional damages or rent beyond that covered by the security deposit and shall owe for rent until the premises is re-rented if lease term is not complete. Forfeiting security deposit does not cancel this lease.

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Pursuant to Florida Law LESSEE is hereby provided the following STATUTE 83,49(3)(3)(a)

Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

*This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to Boardwalk at Alafaya Trail, 11801 Boardwalk Drive, Orlando, Florida 32826.*

*If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.*

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive this or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

**7. NOTIFICATION:** Any notifications from Lessor to Lessee regarding security deposit shall be sent by certified mail to Lessee's last known address, which, for purposes of this agreement, shall be deemed the leased premises unless Lessee has, in writing, provided a different address.

**8. AGREEMENT TO LIVE IN A COOPERATIVE MANNER:** Lessee understands and agrees that Lessee is renting an individual portion of an apartment unit at a rental rate less than would be required for rental of the entire apartment unit, and that Lessor intends to rent any other individual portions to other Lessees. Lessee knowingly consents to this agreement, and agrees to live in a cooperative manner with the other Lessees who will share the unit. Lessee understands that Lessor has no way of ensuring that other Lessees of the unit will be acceptable to or compatible with lessee, or that their character and habits will be impeccable. The living arrangement created by this agreement is structured as an accommodation to Lessee. Lessor is not and will not be responsible for the acts or omissions of the other Lessees in the unit, and the Lessee assumes the risks of living with others under this arrangement. Any lease violations of Co-Lessees should be reported to Lessor in writing immediately by certified mail.

**9. WAIVER OF LIABILITY:** Neither Lessor, Owner or agents, regardless of negligence of Lessor, Owner or agents, shall be liable to Lessee, Lessee's family, guests, or invitees for any personal conflict, personal injury, damages, or losses to personal property caused by Co-Lessees, Lessee's guests, invitees, or with any other Lessees at Boardwalk at Alafaya Trail To the maximum extent permitted by applicable laws, Lessee hereby waives any liability of Lessor, Owner or agent, regardless of the negligence of Lessor, Owner or agent, for bodily injury or death of Lessee, or any other person, for damage to or loss of property arising out of, or in connection with, Lessee's use and occupancy of the premises, the building, and related facilities, and agrees to indemnify, defend, and hold harmless, Lessor, Owner and agent for any such liability including, but not limited to, any injury, loss or damage caused by burglary, assault, vandalism, theft, or any other kind of crime. Lessee agrees all personal property kept or stored on Lessor's premises shall be at Lessee's sole risk. Any personal property remaining in the premises at the end of the lease term shall be deemed abandoned by Lessee and may be disposed of by Lessor as Lessor sees fit at Lessee's cost.

Lessee hereby agrees that Lessee is to obtain renter's insurance during residency to insure for personal injury liability, and personal property brought onto the premises by Lessee, Lessee's family or guests. Failure to obtain this insurance is a breach of this Lease, and Lessee acknowledges that any injury, damage, or loss of personal property while on the premises is the responsibility of the Lessee.

If any of Lessor's employees or agents are asked to render any services, such as moving automobiles, handling furniture, cleaning, assistance with moving, signing for or delivering packages, or any other such service, then such employee or agent shall be deemed the agent of the Lessee, and Lessee agrees to indemnify and hold harmless Lessor, Owner and agent from any and all losses of Lessee or other persons in any of these circumstances, as used in this section Lessor, Owner and agent includes their respective officers, directors, shareholders, employees and agents.

**10. LESSEE'S OBLIGATIONS AND RESPONSIBILITIES:** Lessee agrees to keep and maintain the premises in good clean condition excepting reasonable wear and tear, and make no alterations or additions thereon or therein without prior written consent

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of the Lessor or Lessor's agent. Lessee will keep sinks, lavatories, and commodes open and report any malfunction immediately upon occupancy or occurrence. Lessee will pay for misuse or reimburse Lessor for any service calls made necessary by Lessee's negligence or misuse of heating system, plumbing system, or any other aspect of the premises and repay the Lessor for the cost of all repairs made necessary by negligent or careless use of said premises. Lessee agrees to promptly report any repairs, which need to be made to the premises.

Lessee shall be liable for and shall pay all costs and expenses for damages to the bedroom leased to Lessee (including, but not limited to; replacement or repair of all broken or damaged furnishings or fixtures, and any defacement or damage to walls, ceilings, floors, and doors) regardless of whether such damages were caused by Lessee or Lessee's guests or invitees. It is understood that Lessee will be occupying the apartment unit jointly with other CoLessees, and Lessee shall also be held liable for any damages to the interior or exterior common areas of the apartment unit and its' furnishings, fixtures, walls, ceilings, floors, doors, windows, screens, locks, siding, fire alarms, smoke detectors, security system, and exterior light fixtures. Accordingly, Lessee must exercise responsibility to see that the entire apartment unit is maintained in good order and repair. No monthly rent shall be reduced or offset for Lessee incurred expenses under any circumstances whatsoever, except as otherwise required by law.

**11. NOTIFICATION OF ACCIDENTS/LOSSES:** Lessee shall IMMEDIATELY report to Lessor, and to emergency first responders (Police/Fire) as appropriate, all fires, accidents, personal injuries, injuries to others, vandalism, criminal acts, and property damage anywhere in, on or outside of the premises or anywhere else at the property.

**12. MEDICAL CONDITIONS:** Neither Lessor, Owner or Agents shall be obligated to provide any kind of health or medical care to Lessee or to assume any responsibility with respect to any medical condition, allergy, or other medical reaction.

**13. RIGHT OF ENTRY:** Resident hereby grants to Lessor the right to enter upon the apartment at any time without notice for the preservation of the premises, to inspect the premises, to make necessary or agreed repairs, decorations, alterations or improvements, to supply agreed services, to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, residents, workmen or contractors, or for any other reasonable business purpose connected with the operation of the apartment community. Lessor reserves the right to videotape or photograph the apartment for damage at move-in inspection, the move-out inspection, and at times during the Lease to document damage to the apartment.

**14. LESSOR'S OBLIGATIONS:** Lessor agrees to maintain all common areas of the apartment community (excluding the apartment) in a clean and sanitary condition, to comply with the requirements of applicable building, housing, and health codes, to make all reasonable repairs (subject to notification by Lessee of the need for such repairs, and Lessee's obligation to pay for damages caused by Lessee, or Lessee's family or invitees) and to comply with all applicable state and local laws. Notwithstanding the foregoing, Lessor is not responsible for conditions created or caused by the wrongful or negligent acts or omissions of Lessee, the Lessee's family or invitees. Lessor's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Lessee's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give Lessee any right to abatement or withholding, or escrowing of rental payments, except as may be otherwise provided under state law.

**15. VENUE:** This lease shall be governed by the laws of the state of Florida, and in the event of any litigation under same, the venue shall be in Alachua county Florida, and Florida Law shall apply.

**16. LEASE GUARANTY:** At Lessor's option, this lease may be rendered null and void if a qualified guarantor does not execute and return a signed copy of the guarantee within (15) fifteen days of lessee's execution of lease. The guaranty shall be valid for the entire term of the lease as well as additional terms or renewals without the need to have guarantor execute a reaffirmation of such guaranty.

**17. MOVE-IN PROCEDURE:** At the time Lessee takes possession of the premises, Lessee shall conduct an inspection of the premises, specifically the bedroom/bath assigned to Lessee and the common shared areas of the apartment, and all furniture provided in same. Lessee shall note on the MOVE-IN/MOVE-OUT INSPECTION REPORT which includes all the furniture and furnishings present in each room in the premises at move-in, any conditions which are unacceptable to Lessee, those which Lessor agrees to correct, repair or otherwise remedy, and any other conditions observed, whether or not Lessor agrees to repair or remedy same. These reports are to be delivered to the Lessor and are incorporated in this lease by reference.

**18. CONDITION OF PREMISES:** Lessee accepts the premises as is, acknowledges receipt of furniture/furnishings, subject to the conditions as set forth in the MOVE-IN/MOVE-OUT INSPECTION REPORT. It is agreed Lessee shall pay for damages or loss to premises, furniture or furnishings, unless an exception is expressly noted on the MOVE-IN/MOVE-OUT INSPECTION REPORT. Lessee waives any and all objections to the condition of premises and furnishings provided.

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**19. PAYMENT FOR DAMAGES:** In the event of any damages to the leased premises or equipment therein, reasonable wear and tear excepted, caused by Lessee, Lessee's family, guests or agents, Lessee agrees to pay Lessor the full amount necessary to repair or replace the damages, premises or equipment. Lessor's cost in making said necessary repairs shall be payable by the Lessee as additional rent under the Lease and shall be due with the next subsequent monthly rent payments. Lessor hereby discloses that each apartment will be inspected periodically. Lessee will permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals between the hours of 8:00 a.m. to 9:00 p.m. Payment for the repairs will be due with the next scheduled monthly payment. Such repairs shall be deemed rent. Whereas Lessee will occupy premises jointly with other Lessee's, and, if the premises is damaged and Lessor is not reasonably able to ascertain which Lessee caused the damage, then Lessee shall pay to Lessor, on demand, a pro rata share (based on the number of Lessees in the premises) of Lessor's cost to repair any loss or damages to premises during the Lease term or as of the lease expiration date.

**20. MOVE-OUT PROCEDURE:** When Lessee moves out of the premises, an inspection of the condition of same shall be made after all the personal effects of Lessee have been removed. Lessor shall accompany Lessee through the inspection process. Failure of Lessee to do so shall constitute a concurrence by the Lessee in Lessor's assessment of charges or cleaning. After inspection by Lessor, appropriate charges will be assessed against Lessee by Lessor for any missing items, damages or repairs to the premises, or its contents (normal wear and tear excepted); insufficient light bulbs, scratches, burns, or holes in the walls, doors, floors, blinds, carpets, and/or furniture; and for cleaning the premises (including all kitchen appliances). A reasonable charge for each unreturned key (including mailbox key) will be made, and a reasonable charge of no less than \$50.00 for replacing locks shall be assessed, if all door keys to the premises are not returned to the Lessor.

**21. SECURITY:** Lessee acknowledges that neither Lessor nor Agent has made any representations, either written or oral, to Lessee concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. Lessee acknowledges that Lessor, Owner and Agent neither warrant nor guarantee the safety or security of Lessee or its guests against any criminal, tortious or wrongful acts of any person. Lessee acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Lessee acknowledges that Lessee should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property as if these devices or measures did not exist. Lessee agrees to immediately notify Lessor or Agent of any malfunctions involving locks, doors or windows in writing. Lessee, for itself and all other Lessee Parties, hereby releases all, and covenants not to sue any, Landlord Parties, and waives any and all liability of, and all claims, suits, actions and causes of action against, all Lessee, Owner or Agent's Parties, with respect to any and all personal injury, death or property damage suffered by any Lessee Party as a result of any criminal, tortious or wrongful act by any person, including without limitation another Lessee of the Facility, but excluding gross negligence and willful misconduct by Lessor or Agent.

**22. USE, ASSIGNMENT:** Lessee shall not Lease or Assign the premises, or any part of this Lease, without the prior written consent of the Lessor.

**23. POSSESSION UPON TERMINATION:** Lessee agrees that at termination of this Lease the Lessee shall yield up immediate possession of the premises to Lessor. Upon failure to do so, Lessor will have all rights provided for under state law.

**24. ACCELERATION:** If default should be made in payment of rent, or any portion thereof, or in any of the covenants and agreements herein contained to be kept by Lessee or his/her assignee, Lessor shall be entitled to recover immediately as a component of its damages, an amount equal to the unpaid rental for the balance of the rental term. Any sums received by Lessor in re-letting the leased premises during the unexpired term of the agreement will be credited to Lessee's account or, if said account is satisfied, refunded to Lessee.

**25. UTILITY USAGE:** Utility usage in excess of the amount specified on the face of the Lease shall be deemed rent, and be divided equally among roommates (Lessees) and payable with the next month's rental payment.

**26. WAIVER OF DEFAULT:** Lessor's failure to object on any default on the part of the Lessee shall not be construed as a waiver of such default, nor shall any custom or practice that may grow up between the parties in the course of administering this instrument be construed to waive or lessen the right of the Lessor to insist on the performance of the operations of this Lease.

**27. BINDING EFFECT:** This Lease shall inure to and be binding on the guarantors, heirs, successors, executors, administrators and assignees of the parties.

**28. NOTICES:** All notices or demands of any kind may be served on Lessee (as an alternative to personal services) by leaving a copy of such demand or notice at the apartment, or by mailing a copy thereof by registered or certified mail, postage prepaid to Lessee at the premises. Services shall be deemed complete at the time of leaving said notice or within five (5) days of mailing the same.

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**29. PEACEFUL USE:** Lessee agrees that he/she will not cause or permit unlawful acts, or loud, boisterous or unseemly noises or actions in and about the premises objectionable to other Lessees or Lessor, nor shall Lessee interfere in any way with management's performance of its duties.

**30. PLURAL SUCCESSORS:** The words 'Lessor' and 'Lessee' wherever herein occurring shall be construed to mean 'Lessors' and 'Lessees' in case more than one person constitutes either party to this Lease; all covenants and agreements herein shall be binding upon and inure to their respective guarantors, successors, heirs, executors, administrators, and assigns, and shall be exercised by his or their attorney or agent.

**31. DELAY OF OCCUPANCY:** If possession of the leased premises is not delivered to Lessee at the beginning of the term because the same are not ready for occupancy or because of holding over of any previous occupant of said premises, Lessor shall not be liable for damages to Lessee, therefore, but during the period Lessee shall be unable to occupy the leased premises, the rent there shall be abated. Landlord, at Landlord's option, may relocate tenant to another bedroom or apartment. If Lessor is unable to deliver possession or relocation, to Lessee within thirty (30) days of the date named for the commencement of said Term; Lessee may cancel and terminate Lease. In the event of such cancellation, and for this reason only, any funds previously given to the Lessor in consideration of this Lease will be refunded.

**32. ATTORNEY'S FEES AND COSTS:** If Lessor shall at any time incur any expense, including reasonable attorney's fees and costs, for successfully enforcing any provision of this agreement by litigation or otherwise, the sum paid by Lessor shall be deemed damages in favor of Lessor against Lessee and shall be immediately due and payable. Such fees shall begin to accrue as of time of notification of breach or delinquency. If the services of a collection agency are required then all sums owing as rent and/or attorney fees shall be increased sufficient to offset the costs of collection.

**33. COMPLIANCE WITH THE RULES AND REGULATIONS:** The faithful observance of the Rules and Regulations attached to this Lease and made part of it, and of such other and further Rules and Regulations as may, in the future, be made by Lessor, are conditions on which the Lease is made and accepted. Failure by Lessee to comply with such Rules and Regulations, shall, at Lessor's option, work a forfeiture of this contract and Lessee's rights under this Lease. Lessee hereby acknowledges receipt of a copy of the rules and regulations.

**34. SEVERABILITY:** If any portion of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease, nor any other portion hereof, nor shall it affect the application of any portion thereof to other persons or circumstances.

**35. INTERRUPTION OF SERVICES:** Neither Lessor, Owner nor agent shall be liable for loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, internet, cable television, loss of mail, interruption of mail delivery, E911 Service, or any other utility services, or for the malfunction of machinery or appliances serving the premises, or for any part of the property in which the premises are located.

**36. ADDITIONAL SERVICES:** If Lessor or agent elects to provide any optional services, such as laundry service, cleaning service, rental of vacuum cleaners or small appliances, etc., the charges for such other services utilized by the Lessee shall be deemed additional rent and Lessee's failure to timely pay for such services shall be treated as a default hereunder.

**37. NO VERBAL AGREEMENTS:** Lessee hereby agrees that there is no agreement or verbal understanding of any kind or nature whatsoever with the Lessor or any of its' representatives, except as set forth in the application and Lease agreement.

**38. RELOCATION:** It is understood that the apartment unit in which the premises are located contain other bedrooms wherein other Co-Lessees may reside. For purposes of operating efficiently, Lessor reserves the right, upon five (5) days advance written notice when possible, to require Lessee to relocate to another apartment unit, as well as the right to require Lessee to change bedrooms within an apartment unit at Boardwalk at Alafaya Trail. Lessor also retains the right to assign Lessee to other bedrooms in the apartment unit in which the Premises are located. Lessor, to the extent practical, will honor Lessee's requests for the sharing of a particular apartment unit. In no event shall Lessor be responsible for problems or disagreements arising out of any differences in personality, style of living, etc. among co-Lessees, regardless of the negligence of Lessor, or any officer, director, employee, or agent.

**39. APPLICATION OF FUNDS:** It is hereby agreed between the parties that all amounts paid by Lessee to Lessor shall be applied first to any past due and unpaid charges, and thereafter to current charges. Acceptance by Lessor of an amount less than the monthly rent and other payments stipulated to be due under this Lease shall not be deemed to be other than a payment on account of the earliest such rent or other payments then due or in arrears nor shall any endorsement or statement on any check or

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letter accompanying any such payment be deemed an accord and satisfaction. Lessor may accept any check for payment by Lessee without prejudice to Lessor's right to recover the remainder of any rent or other payment then in arrears and Lessor may pursue any other remedy provided in this Lease. No acceptance by Lessor of any payment of rent or other sum by Lessee shall be deemed a waiver of any of the obligations of Lessee under this Lease.

**40. INTENT TO VACATE NOTIFICATION REQUIREMENTS:** At least sixty (60) days prior to the expiration of the Lease term, Lessee shall notify Lessor in writing that Lessee offers to sign a new Lease, or that the premises will be vacated by the end of this Lease, or that a continuation of possession is desired on a month-to-month tenancy at the rent set by Lessor, in the manner permitted by law and subject to provisions of this Lease which may be applicable and consistent with a month-to-month tenancy. Failure to provide written notice to Lessor, on or before the first day of the final sixty (60) days of the Lease term, will automatically renew the Lease on a month-to-month basis, and will obligate the Lessee to pay rent through the full sixty (60) day notice period. Notwithstanding anything herein to the contrary, Lessor shall not be obligated to enter into a new Lease or agree to a continuation of possession on a month-to-month tenancy. Any agreement to adjust the Lease termination date forward or back a few days must be in writing and signed by both Lessee and Lessor.

**41. GUARANTEED RENEWAL PERIOD:** It is agreed and understood that because this is primarily student housing, and because many incoming students make resident arrangements months in advance, and due to the demand for apartments at Boardwalk at Alafaya Trail, Lessee must execute a Lease Renewal at least 120 days prior to expiration of Lessee's current Lease in order to guarantee renewal of Lease upon expiration or Lessee's apartment may subsequently be leased and upon expiration of Lessee's current Lease renewal may not be possible and Lessee will be required to vacate at Lease end.

**42. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** If Lessee abandons or vacates the Premises prior to the expiration of the term, then; at its sole option Lessor may peacefully re-enter and repossess the Premises, and remove and put out Lessee and Lessee's personal property. In the event of such re-entry and repossession by the Lessor, Lessee shall be liable for all costs, fees, and damages incurred by Lessor and such reentry shall not be deemed an acceptance by the Lessor or a surrender of any rights of Lessor or otherwise constitute a release of the Lessee from the terms of this Lease Agreement. According to state law, upon surrender of abandonment of the apartment by the Resident, the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property. It is intended that Lessor's rights and remedies for Lessee's breach of this Lease Agreement shall be as broad as permitted under state law and shall include, without limitation, (a) the right to cancel this Lease Agreement, reserving the right to collect any unpaid rents, charges and assessments for damages to the Premises; or (b) the right to accelerate the entire unpaid balance of the rent for the term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to release and rent the Premises for the account of the Lessee, in which event the proceeds from re-letting shall be applied first to the cost of re-letting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to the Lessee's rental obligations hereunder, with the Lessee and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the term.

The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, nor of the Lessor's right to avail itself of any remedy allowed by state law. In the event of a default hereunder, in addition to any other remedies, the Lessor is entitled to employ an attorney to enforce Lessor's rights hereunder, and all reasonable fees and costs connected therewith shall be paid by Resident. Any rentals or damages, which remain unpaid after default, shall bear interest at the rate of 1 1/2% per month, but in no event greater than the highest rate allowable under state law.

**43. SUBORDINATION:** This Lease and Lessee's rights, are subject and subordinate to all present and future: (a) Leases for the building or the land on which it stands, (b) mortgages on the Leases or the building or land, (c) agreements securing money paid or to be paid by lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Lessee must promptly execute any certificate(s) that Lessor requests to show that this Lease is so subject and subordinate. Lessee authorizes Lessor to sign these certificate(s) for Lessee.

**44. DAMAGE TO PREMISES:** If, during the term of the Lease, the premises are partially destroyed by fire or other casualty not attributable to the negligence or carelessness of the Lessee or the Lessee's family or invitees, the premises shall be promptly restored and repaired by the Lessor and any rent for the period that the premises are untenable shall abate, unless Lessor provides Lessee with suitable alternative living space, in which event rent will not be abated. If, however, the premises are substantially destroyed, and cannot be restored in thirty (30) days, then this Lease may be terminated by either Lessor or Lessee, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Lessee shall not be excused from paying rent if the damage or destruction to the premises is the result of or is attributable to the negligence of Lessee; or the guests or invitees of Lessee, and Lessee shall be charged for the cost of any repairs or clean-up attributable to Lessee's carelessness or negligence.

**45. ASSIGNMENT OF LEASE:** The Lessor agrees to terminate this Lease prior to the expiration date shown on this Lease upon Lessee's payments of all reasonable expenses involved in securing another Lessee acceptable to the Lessor (including

## BOARDWALK AT ALAFAYA TRAIL, LLC

advertising, showing property, and credit report). This will be in addition to the Lessee being liable for rent payments until a new Lessee occupies the premises. The assignment fee does not release Lessee from contractual responsibilities.

**46. COMMON AREAS AND PARKING:** It is understood that the premises form a part of a living unit located in a building in an apartment complex. Associated with the apartment complex are various areas designated for the use in common by all Lessees, including the parking area, walkways, clubhouse, swimming pool, and other amenities made available from time to time at the discretion of the Lessor. Lessee agrees to abide by the governing Rules and Regulations which are attached hereto and incorporated herein by reference. Lessee agrees that Lessee will be responsible for any damages to other portions of the unit, portions of the building in which the unit is located, other portions of the apartment complex, and all common areas if caused by the Lessee or by guests or invitees of the Lessee.

**47. ANIMAL AND FIREARMS POLICY:** With the exception of Guide Animals; animals, firearms, or any kind of weapons are not allowed on the premises. Neither the Lessor, Owner nor Agent (regardless of negligence of Lessor, Owner or Agent) shall be liable for any personal injury to Lessee or damage or loss of Lessee's property resulting from failure of Lessor, Owner or Agent to enforce any of the provisions of this Lease. "Lessor", Owner and "Agent" shall include their respective officers, partners, directors, members, employees and agents.

**48. PETS:** Due to the nature of the individual Lease, and the number of Co-Lessees sharing and responsible for the apartment, pets are strictly prohibited, and Lessee hereby agrees not to allow or keep any pets (including but not limited to dogs, cats, birds, snakes, rodents, and lizards) in premises or building. This prohibition applies to pets of Lessee's visitors. Many co-lessees may be allergic to some animals, they may have phobias or fears, they could also be bitten or otherwise injured. If Lessor finds a pet on the premises, Lessee hereby agrees to pay a fee per pet of three hundred (\$300.00) dollars and to remove the pet(s) immediately. This fee shall be assessed for each violation. In addition, Lessee agrees to pay all costs of vacuuming, cleaning, sanitizing, pest control and any charges necessary to clean the entire apartment and content in the event a co-Lessee experiences any adverse medical problems due to the presence of the pet. If Lessor observes the pet a second time on a subsequent day, then Lessee's right to possession shall terminate and Lessee shall vacate the premises immediately and pay all sums due hereunder, including rent and penalties for the balance of the term of the Lease.

**49. LOCK ACKNOWLEDGEMENT:** Resident must notify Lessor in writing about lock problems or lock complaints. Lessee agrees to inspect and test all door and window locks and latches in the apartment during Lessee's Lease, and shall immediately notify Lessor in writing if any lock, or latch fails to operate properly, if there is any change in the condition of any lock or latch, or if Lessee needs additional locks, or latches.

**50. FLORIDA MULTI MEDIA (FMM) SERVICE:** If applicable, Florida Multi Media may be your service provider for Phone and Internet service.

**51. KEYS:** All keys must be returned to Lessor by noon on the date this Lease agreement expires. If all keys are not returned, or if Lessee loses a key during the course of the Lease, a fee of fifty (\$50.00) dollars for changing the entry door lock or key and three (\$3.00) dollars to replace keys or twenty-five (\$25.00) dollars for electronic door key will be charged to Lessee. In addition, Lessee will be charged twenty-five (\$25.00) dollars for replacing the mailbox lock, and five (\$5.00) dollars for a replacement mailbox key. If Lessee is locked out of the apartment during office hours and Lessor unlocks the door, there will be a charge of ten (\$10.00) dollars payable in advance. If Lessee is locked out of the apartment during non-office hours and Lessor unlocks the door, there will be a charge of thirty-five (\$35.00) dollars payable in advance.

**52. NO GUARANTEE OF SAFETY:** I recognize that Lessor, Owner or Agent does not guarantee or assure my personal security and I am aware that I am responsible for my personal safety and security. Intrusion alarms and panic buttons are audible noisemakers only; they do not notify local police or a third party service.

**53. SURVEILLANCE CAMERA'S:** It is understood that the surveillance cameras are not used for security or protection. They are not monitored live. In no way are the cameras to be considered as security for the residents.

**54. TENANT OBJECTION NOTIFICATION:** Lessee shall, within five (5) days after occurrence, notify Lessor, in writing, of any alleged violation by Lessor of any of its obligations to Lessee arising under this Lease or otherwise. The failure of Lessee to make such notification, in writing, within the time prescribed shall to the extent permitted by applicable law constitute a total and complete waiver of said objection.

**55. DESCRIPTION OF LEASED PREMISES:** The leased premises consists of the exclusive use and occupancy of the bedroom/bathroom identified above, and the shared use of the common areas of the unit such as living room, dining room, kitchen, balcony/patio, laundry room, and hallways which are shared jointly, and in common with other Lessee's in the apartment.

Lessee Initials \_\_\_\_\_

Version Jan 29, 2009





**BOARDWALK AT ALAFAYA TRAIL, LLC**  
**RULES, COMMUNITY SERVICES AND POLICIES**

***Office Services***

**OFFICE HOURS**

Office hours for the community are 9:00 a.m. – 7:00 p.m. Monday through Friday 10:00 a.m. – 7:00 p.m. on Saturday and 1:00 p.m. – 5:00 p.m. on Sunday. Schedules may vary depending on seasonal requirements during the year, so please check with the Property Manager for confirmation of hours.

**OUTGOING MAIL/PACKAGE DELIVERY**

Mailboxes and outgoing mail slots are conveniently located in the mail kiosk. The office staff will accept packages, which are delivered while you are away from home. You must show identification when picking up your package.

**MAINTENANCE**

Please make maintenance service requests by telephone or at the leasing office during office hours. If a maintenance emergency occurs, please call the office immediately. If a maintenance emergency occurs after office hours, you will be connected to our answering service which will forward request to the on-call maintenance person.

***Examples of Emergencies:*** Fire, flood, electrical shortages, sewer backups, and broken locks or windows are considered emergencies.

**COURTESY OFFICERS**

Our courtesy officer is from a contracted security company hired by Boardwalk at Alafaya Trail, LLC to protect the owner's assets. They may be available for dealing with excessive noise from a neighbor's apartment as well as additional non-emergency issues. If any issues occur after office hours, please contact the courtesy office. In the case of an emergency, please call 911 immediately.

*Note:* Landlord is not responsible for providing any live, or "on-foot" security. The safety and welfare of the Resident and Resident's property is the responsibility of the Resident. Doors and windows should be locked, and visitors identified before allowed in your apartment. Try not to walk on campus, through parking lots, or in courtyards alone, especially after dark. Use good common sense, and think about safety. If there is any suspicious activity around the apartment complex, call 911 immediately.

**KEY RELEASE**

If you want management to allow a furniture company, repairperson, friend, family member, etc., access into your apartment when you are not home, you must give us written authorization. The staff is not able to release a key via a telephone request. Due to time constraints, the staff is unable to accompany visitors to your apartment. Management will release a key to all persons listed on a written request providing proper identification is provided and verified. **Remember: Please plan ahead! For your protection, we will not accept a key release authorization over the telephone! – It must be in writing!** We will accept a fax request with a copy of your driver's license.

**FAX, COPIER, NOTARY AND OTHER FEES**

For your convenience, we offer use of the fax machine and copier. Faxes are \$1.00 per page to accept & \$2.00 per page to send long distance. Ten (10) copies or less are free, additional copies are .10 per page. Our notary service is \$5.00 per document. Other fees may be assessed for various other services.

## **BOARDWALK AT ALAFAYA TRAIL, LLC**

### **PEST CONTROL**

The building exteriors are treated on a regular basis. If you notice a pest control problem in your apartment, notify the office. Our staff will have pest control pay special attention to your apartment during their next visit. You are asked to assist our pest control efforts by maintaining a high standard of good housekeeping.

### **PETS**

Pets are not permitted on any portion of the community. The following shall apply to a violation of this policy:

- A \$300.00 fine will be assessed to the resident and the landlord will declare the lease to be in default. Any damages or clean up costs related to such pet occupancy shall be assessed in addition to fines.

(Some residents, roommates or visitors may be allergic to certain pets, have phobias of certain animals, or may be bitten or otherwise injured by pets presence, or disturbed by the barking or odor of pets.)

### **PARKING AND ROADWAY COURTESY**

To keep our community safe and attractive, we ask that you please:

- Keep the speed to less than 10 mph within the community.
- Park your car only in designated parking spots.
- Parking is not permitted on the grass, curb areas or fire lanes. Double parking is not permitted. Parking is only allowed in spaces designated for this use. Local police will ticket your vehicle for parking in handicap spaces, fire lanes, sidewalks, etc. without proper identification.
- All residents are required to use parking decals. Decals are available at the rental office. Resident vehicles and the vehicles of resident guests may be subject to being towed at resident's expense and/or fines by the landlord if parking procedures are violated in any way.
- Should you have guests, please advise them of our parking procedures.
- Unsightly vehicles (cars with flat tires, on blocks, with broken windows, rust or otherwise in need of obvious repair) are not permitted on the premise. In addition, vehicles must be operable, i.e. have current license tags, etc.
- Boats, recreational vehicles, commercial vehicles and trailers are not permitted to park on the premises.
- No mechanical work on vehicles or washing of vehicles on premises is permitted.

### **TRUCKS**

- No trucks larger than pickups or vans are permitted on the premises.
- No semi-tractor trailers.
- Trucks must adhere to the same parking and roadway procedures as stated for cars in the Rules, Regulations and Community Policies provided herein.
- All trucks not adhering to current vehicle policies will be towed at the owner's expense.

## ***Moving In...Making a Smooth Transition***

### **INSPECTION REPORT**

You will find an inspection report in your move-in packet. This report is considered part of your lease agreement and must be completed and returned within 48 hours. If your apartment should need any immediate repairs, they will become priorities on our maintenance schedule. A parking decal will not be assigned until form is signed and turned into office.

## ***Apartment Life...Maintaining the Standard***

## **BOARDWALK AT ALAFAYA TRAIL, LLC**

### **ALCOHOL AND DRUGS**

Resident or guest or other person under the resident's control shall not engage in criminal activity, including drug related criminal activity, on or near any properties owned or managed by Boardwalk at Appleyard, LLP. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)). A single violation of this policy shall be deemed a serious violation and a material noncompliance with the lease. It is understood that a single violation shall be good cause for termination of the lease.

### **ADVERTISING**

Residents will not advertise or permit the advertising of the premises as a place for holding a public function, party or social gathering.

### **PULLING FIRE ALARMS**

Pulling fire alarms without the threat of a fire is a hazard to residents, an inconvenience and most importantly a Federal Offense. Anyone caught committing this Federal Crime will be prosecuted. Boardwalk offers a \$500.00 reward for information leading to an arrest and conviction of any and all persons guilty of this crime. You will receive a Seven Day Notice as well as be responsible for the amount fined by the Fire Department. The current rate is \$250; subject to change without notice.

### **DECORATING AND ALTERATIONS**

Our staff wants you to feel comfortable in your new apartment home. Please contact the office if you have any questions regarding alterations to your apartment. Listed below are several items you need to be aware of.

- When hanging pictures, mirrors, etc., you may use nails and regular hangers, but please do not use adhesive hangers. Adhesive hangers damage the wall when removed
- Please use shelf and drawer liner paper that does not damage or leave behind residue when removed.
- Do not use nails, screws, or hooks of any kind on doors or ceilings, as they can cause permanent damage.
- Please do not use decorative decals in the bathtubs. Removal mats are effective and easy to clean.
- Please meet with the Community Manager for written approval before you add to, change, or alter any locks in your apartment.
- Please meet with the Property Manager before painting any part of the residence.
- For your safety, no alterations or additions to electrical, plumbing or heating fixtures are permitted. To maintain a consistently attractive appearance in your community, no window alterations are permitted, such as foil, sheets, blankets, cardboard, drapes, decals, etc. Only blinds provided by the Landlord are permitted.

### **MOLD AND MILDEW**

Because this apartment community is located in Florida, which has a climate conducive to the growth of mold and mildew, it is necessary to provide proper ventilation of the apartment to retard or prevent the growth of mold and mildew. You are responsible for ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew. Do not store any items in the air conditioning closet as this will slow ventilation to the apartment. Management is not responsible for damage to the apartment or the personal property of the resident caused by mold and mildew.

### **BIKES**

Bikes must be kept in bicycle racks provided for your convenience. They cannot be left outside on lawns or sidewalks. No motorcycles, scooters or any other motorized vehicles are permitted inside the apartments.

## **BOARDWALK AT ALAFAYA TRAIL, LLC**

### **GUEST**

We welcome your guests, friends and family members to our community. Remember to inform them of our parking policies and community policies. Resident is solely responsible for their guests and any damage done to the property by themselves or their guests. No overnight guests will be permitted. Because of the nature of the apartments, it is understood overnight guests are expressly prohibited. No more than 15 guests or visitors may visit an apartment at a time.

### **OCCUPANCY**

Only those persons whose names appear on the lease may occupy the apartment, the apartment may be used solely for private leasing; you may not assign this lease except as provided in the lease and subject to written approval.

### **NOISE**

For the mutual enjoyment of all residents, we ask for everyone's cooperation in keeping the volume of noise to comfortable levels. All radios, television sets or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. Quiet hours are from 8:00 pm to 8:00 am.

### **TRASH**

For your convenience, trash facilities are located within the premises. Please do not leave trash inside or outside of your apartment at any time as this attracts unwelcome pests. Resident is responsible for cleanliness of area in front of their apartment and for any common area used by resident or their guests. Landlord reserves the right to impose a reasonable fine for the violation of this provision as well as for any littering by resident or resident's guests.

### **APARTMENT INTERIORS**

- Resident, at resident's expense, shall be responsible for replacement of all interior light bulbs with the exception of appliance bulbs. All bulbs must be operational at the time the resident vacates the premise.
- There shall be no air rifles, firearms, pellet guns, slingshots, explosives or any other similar devices in the apartments or on the premises at any time for any reason. If any such item is found in your possession, or in your apartment, you will be subject to eviction and possible criminal prosecution.
- Storage of any flammable or explosive items, to include grills, is prohibited on or about the premise or apartment exterior or interior of any building.
- Residents will be charged \$35.00 for each broken or missing screen. If a screen is broken or missing when you move in, report it to management immediately, and note it on your move-in inspection report.
- Dartboards are not permitted in the apartments. The repair of an area around a dartboard will easily cost over \$100.00. If a dartboard is found, you will be asked to remove it immediately. If it is discovered a second time, your apartment will be fined \$100.00. Payment of the fine is required within 5 days of the notice.
- Smoking or burning of incense on the leased premises is discouraged out of respect and as a courtesy to other roommates and their guests. Should it become necessary to fumigate or deodorize the premises upon vacating, said cost will be charged to responsible resident(s).

### **BUILDING EXTERIOR**

- No radio wires, television or other serials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- Residents are not permitted to go on any roof of any building at any time.

# BOARDWALK AT ALAFAYA TRAIL, LLC

## SOLICITATION

Solicitation shall not be permitted on the premise, either by Residents or outside solicitors without the prior written permission of the management.

## FURNITURE

No furniture designated for indoor use will be placed outdoors for any purpose. Any furniture moved outdoors would be removed by maintenance and the cost of moving, storage and/or replacement of the furniture will be charged directly to the Resident. Resident is required to promptly notify Management in writing of any defects, weaknesses or any apparent unsafe conditions in chairs and other furniture. Unless advised of such defects Management shall assume furniture is in good condition and safe.

If it is deemed by Management to replace furniture due to the resident's negligence Management will not be held liable for providing the damaged furniture to the resident at the time of replacement.

## COMPLAINTS

In order for a Resident to refute a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and indisputable evidence. Landlord expressly retains the right to increase the fines set forth herein if the initial fines do not prove to be significant enough inducement. These rules are not totally inclusive. There are life safety issues not covered in these rules but are covered in applicable city and county ordinances. You will be responsible for conduct of yourself and your guests within city, county, and/or state laws and codes.

### *Community Areas...For the benefit of all!*

## POOL AND SPA

The pool is a popular community facility. The following considerations help keep these areas clean and enjoyable.

- You may invite up to two guests to accompany you to the pool.
- Glass is a safety hazard. Only use unbreakable containers in the pool area.
- Suntan oils can cause maintenance problems with the pool equipment. Please lather lightly.
- Ropes and Life Rings are for safety and emergency use only.
- Health regulations prohibit pets in the pool area.
- Profanity, bicycle riding, skating, skateboarding, or harassment of others is not permitted.
- For everyone's protection, please refrain from using the pool if you have a health condition.
- An adult must supervise children under the age of 14 at all times.
- For everyone's enjoyment, the pool is open from 8:00 a.m. to 10:00 p.m.
- Diving is not permitted.

## BASKETBALL COURT (If applicable)

Please accompany your guests to the basketball court. When the court is busy and others are waiting to play, court time is limited to one hour. No glass containers, skateboards, roller skates, or bicycles are permitted on the courts. Please do not leave personal items or trash on the court when you leave.

## FITNESS CENTER

Our Fitness Center offers a variety of physical fitness equipment. It is available for resident's use from 8:00 a.m. to 10:00 p.m. (unless otherwise stated). However, for your safety, we ask that you follow these guidelines.

- Check with your physician before beginning a program, which might include the use of this type of equipment.

## **BOARDWALK AT ALAFAYA TRAIL, LLC**

- You must be at least 18 years of age to use the fitness center.
- Understand that you will be using the equipment at your own risk.
- Guests are only permitted in the fitness center when accompanied by a resident.

### ***Moving out...***

#### **MILITARY SERVICE**

If you are a member of the United States Armed Forces and are required to move due to a military transfer of fifty (50) miles or more or are relieved from active duty you may cancel your lease agreement without penalties by providing:

- A thirty (30) day written notice.
- Full rent payment and any other outstanding charges during the thirty- (30) day notice period.
- Copy of all military orders.

You will be eligible for refund of your security deposit less any damages or outstanding balances. No notice is required if you are called into active duty during a declared war, however we will need a copy of the military orders.

#### **MOVE OUT PROVISIONS**

Once you have decided to move you need to:

- Submit a sixty- (60) day written notice.
- Be certain that your lease will expire when giving notice.
- Complete and sign a Notice to Vacate form. (This form can be obtained from the rental office.)
- Return all keys -there is a \$50.00 charge for apartment keys, a \$25.00 charge for mailbox keys if not returned.
- Confirm your forwarding address on your Notice to Vacate form.
- Clean your apartment thoroughly, including the bathroom, windows, carpet and floors. A cleaning fee will be deducted from your deposit for items that were overlooked.
- Take all of your possessions with you.
- Notify all creditors, family and friends of new address. Forward mail at your local post office.
- Contact US Postal Solutions at 866-378-8157 to inform them of your new address, fee may apply.

#### **RESIDENT WAIVER OF ABANDONED PROPERTY**

You release the property owner and its agents from liability and responsibility of the storage or disposition of any personal property you leave in the apartment when you move out. This would include surrender or abandonment of the apartment. This is pursuant to the Florida Statute 83.67 (3).

#### **NOTICE OF CHANGES**

Owner reserves the right to modify these Rules, Regulations and Community Policies as owner deems necessary. All residents shall be notified, in writing of any changes to these Rules, Regulations and Community Policies. All changes shall become effective no later than one-week (seven days) after date of owners written notification to resident.

#### **ENFORCEMENT OF RULES, REGULATIONS AND COMMUNITY POLICIES**

A resident shall be considered familiarized with the Rules, Regulations and Community Policies upon execution of his/her lease and of this addendum. This addendum shall be attached to the residents lease and shall be considered an enforceable part of the lease.

## BOARDWALK AT ALAFAYA TRAIL, LLC

We are pleased to have you as a resident. Please have respect for the property and respect the rights of fellow residents, we want all residents to enjoy living. These Rules, Community Services and Policies are in place to make this community better and safer for all of us.

### SECURITY NOTICE TO RESIDENTS

The management of this apartment community (including the owner and owner's authorized property manager) does not promise, warrant or guarantee the safety or security of resident's personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect themselves and to maintain appropriate insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security systems, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personal absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, our Management does not warrant that my security systems, security devices, or services employed at this community will discourage or present breaches of security, intrusions, thefts, or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time, and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.

Resident agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms and any other security related device. If Resident's apartment is equipped with an intrusion alarm, resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. Resident is advised to keep assigned bedroom deadbolt locked at all times when not present in the apartment and locked upon retiring for the night.

**ACKNOWLEDGMENT BY RESIDENT: I have read, understood and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any security or any security system on the property, or guaranteed or that the apartment community was or will be free of crime. I further acknowledge that Management is not obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, my family, guests and invites from acts of crime is the sole responsibility of myself and law enforcement agencies.**

**I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided, subject to Management's compliance with state statutes regarding door locks and window latches. Resident acknowledges that the foregoing shall also be binding upon Resident's heirs, successors, and assigns.**

This document contains the entire agreement with respect to the subject matter. Management representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed.



# BOARDWALK AT ALAFAYA TRAIL, LLC

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager Signature

\_\_\_\_\_  
Date

Lessee Initials \_\_\_\_\_

Version Jan 29, 2009

**BOARDWALK AT ALAFAYA TRAIL, LLC**

**ROOMMATE MATCHING PROFILE**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: Female/Male  
Contact Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
University/College: \_\_\_\_\_ Field/Major: \_\_\_\_\_  
YR: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> Graduate

Coed Living: YES NO MAYBE  
Smoker: YES ONLY OUTSIDE NO BOTHERS ME IF OTHERS  
DO  
Drink Alcohol: YES SOMETIMES NO BOTHERS ME IF OTHERS  
DO  
Entertain Guests: YES WEEKENDS SELDOM  
Study: 1 (seldom) 2 3 4 5 (often)  
Do you clean? OFTEN OCCASIONALLY SELDOM NEVER  
I am... AN EARLY BIRD A NIGHT OWL BOTH

Hobbies or other info I would like to include:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pet Peeves:

\_\_\_\_\_  
\_\_\_\_\_

I am a member of \_\_\_\_\_ Sorority/Fraternity

Roommate Requests:

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ (Initials) I hereby allow Boardwalk at Alafaya Trail to release or share any of the above information relative to pending residents who are searching for a roommate. We cannot guarantee you will be matched with the perfect roommate or receive the preferences you requested, but we will try our best to fulfill as many of your requests as possible. Roommate matching is only based on the information given.

# BOARDWALK AT ALAFAYA TRAIL, LLC

## PLACEMENT AGREEMENT

I, \_\_\_\_\_, understand that I am being placed on a “priority waiting list” to reside at Boardwalk at Alafaya Trail. I understand that Boardwalk is filling up fast; however, they cannot guarantee a room or all my preferences that I have requested. Placement is done after Boardwalk has reached their 100% pre-listed occupancy. I understand that should I not be able to be placed at Boardwalk at Alafaya Trail, management will attempt to place me at Riverwind Apartments. We cannot guarantee placement at any time and will assign apartments based on availability. Boardwalk cannot always accommodate all preferences including and not limited to bedroom preference, floor preference or building preference although we will do our best. Although our first priority is to place you with your requested roommates, if this cannot be accomplished you will be notified in advance.

If we are unable to place you in an apartment at Boardwalk Apartments or Riverwind Apartments you will have the option to remain on our waitlist.

Management’s priority is to accommodate as many requests as possible although they cannot be guaranteed. **I understand that the lease cannot be cancelled if management is not able to accommodate all requests.**

**Cancellations: Per your application and lease agreement. If you wish to cancel your lease you must contact Boardwalk Management. You will be placed on a replacement list to re-fill your spot, depending on availability and when the cancellation is requested. YOUR LEASE WILL NOT BE CANCELLED WITH BOARDWALK APARTEMNTS UNLESS YOUR POSITION IS RELEASED TO SOMEONE ELSE. ALL MONIES PAID WILL BE FORFIETED.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

# BOARDWALK AT ALAFAYA TRAIL, LLC

## APARTMENT INFORMATION PAGE

Move-In Date is August 15th

My roommates I am applying with are (up to 3 people):

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I would prefer to live on the **(based on availability)**:

1 2 3 no floor preference (please circle all that apply)

I would prefer to live in bedroom **(based on availability)**:

A B C D no bedroom preference (please circle all that apply)

I understand that these are ONLY requests and placement is based on order of application submission and approval date. Boardwalk at Alafaya Trail will do their best to match me with my preferences however, cannot guarantee availability.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

## BOARDWALK AT ALAFAYA TRAIL, LLC

### Are you interested in being the Model Apartment for Boardwalk at Alafaya Trail?

#### What is the Model Apartment?

- Your apartment will be our show room for the new upcoming residents of the new year.
- Only 2 rooms open per day, many people will come and marvel at your wonderful apartment.
- You and your roommates will help us show off Boardwalk Apartments and our luxury student living lifestyle.

#### What's in it for me?

- Enjoy a discount off your monthly rent of \$100
- No utility cap
- Maid Service
- Pre-decorated apartment by Boardwalk Management

Please initial one of the following:

\_\_\_\_\_ No, Thank You

\_\_\_\_\_ Yes, please consider me!