

UNIT # _____

SECOND BAYSHORE CONDOMINIUM ASSOCIATION

•A 55+ COMMUNITY•

SUPPLEMENTAL LEASE

This Residential Lease shall evidence the supplemental terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent, _____ shall be referred to as "OWNER" and

Tenant(s)/Lessee(s), _____ shall be referred to as "RESIDENT."

OWNER agrees to rent/lease to RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at:

_____, Unit # _____, Bradenton, FL 34207.

1. TERMS: RESIDENT agrees to pay in advance \$ _____ per month on the _____ day of each month. This agreement shall be for a period of not less than three (3) months, but not longer than one (1) year, and commence on _____ and continue until _____.

If RESIDENT should move from the premises without notice prior to the expiration of this time period, he or she shall be liable for all rent due until such time that the Residence is occupied by an OWNER/ASSOCIATION-approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

2. TERMINATION: Either party may terminate this agreement by giving written notice of intention to terminate at least 30 days prior to the date of termination.
3. PAYMENTS: Rent and/or other charges are to be made payable to: _____.
4. SECURITY DEPOSITS: A deposit equal to the amount of _____ shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within _____ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within _____ days of vacating premises. If deposits are not sufficient to cover said costs and/or damages, the RESIDENT shall immediately pay said additional costs and/or damages to OWNER.
5. UTILITIES: RESIDENT/OWNER (circle one) agrees to pay all utilities and/or services based upon occupancy of the premises except: _____.

6. OCCUPANTS: Guests staying over fourteen (14) days without the written consent of OWNER shall be considered a breach of this agreement. Association Office should be notified of any overnight guests.
7. PETS: No animal of any kind may be kept on or about the premises. Service animals must have appropriate documentation submitted to the Association Office.
8. PARKING: One parking space, designated by the number of the OWNER'S Unit, will be assigned for RESIDENT'S use. Only passenger-type vehicles may be parked on the premises (see Condominium Documents for Rules).
9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of other RESIDENTS or OWNERS. Said noise and/or activity shall be a breach of this agreement.
10. CONDITION OF PREMISES: RESIDENT acknowledges that he or she has examined the premises and that said premises, all furnishings, fixtures, plumbing, heating, electrical facilities, are all clean and in good satisfactory condition except as may be indicated at the end of this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his or her guests and/or invitees, except as provided by law. At the termination of this agreement, all of above items in this provision shall be returned to OWNER in clean and good condition expect for

reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

11. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.
12. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in the proper receptacles and shall cooperate in keeping the garbage areas neat. Recycling is practiced on these premises.
13. ASSOCIATION RULES: RESIDENT shall comply with all Association rules as stated in condominium documents but which are deemed part of this rental agreement, and a violation of any of the rules is considered a breach of the rules of this agreement.
14. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
15. TERMINATION: After expiration of the leasing period a new lease agreement is required to be submitted to the Association Office for Board of Directors approval in the event the RESIDENT and OWNER wish to renew their lease agreement. The premises shall be considered vacated only after all areas, including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to remove all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages that may include damages due to OWNER'S loss of prospective new renters.
16. INSURANCE: RESIDENT acknowledges that OWNER'S insurance policy does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.
17. RIGHT OF ENTRY AND INSPECTION: OWNER and/or BOARD OF DIRECTORS of the Association may legally enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make alterations, repairs and maintenance that is OWNER'S judgment is necessary to perform.
18. ASSIGNMENT: RESIDENT agrees not to transfer, assign, or sublet the premises or any part thereof.
19. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
20. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
21. ATTORNEY'S FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
22. JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this Agreement.

23. ADDITIONS AND/OR EXCEPTIONS: PROPERTY CONDITIONS TO MAKE NOTE OF –

24. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S premises, and all notices to OWNER shall be served at

25. INVENTORY: The Unit contains the following items, that the RESIDENT may use:

26. CONDOMINIUM DOCUMENTS: RESIDENT acknowledges receipt of the Condominium Documents, which shall be furnished to RESIDENT by the OWNER, and deemed part of this agreement. NO LEASE WILL BE VALID WITHOUT THE RESIDENT HAVING POSSESSION OF THE CONDO DOCUMENTS.

27. KEYS: OWNER agrees to furnish RESIDENT with the following keys:

28. ENTIRE AGREEMENT: This Supplemental Agreement constitutes an agreement between OWNER and RESIDENT. This agreement may constitute the entire Agreement, or constitute an Addendum to the OWNER'S and RESIDENT'S lease agreement. No oral agreements have been entered into, and all modifications of notices shall be in writing to be valid. The Documents of Second Bayshore Condominium Association allow this Agreement, which must be signed, dated, and maintained in the OWNER'S file in the Association Office until expiration of the lease term.

29. CENSUS FORM: The OWNER and the RESIDENT must both, as per Florida State Statute, Chapter 718, fill out a Census Form every year, which shall be maintained in the OWNER'S file in the Association Office.

RESIDENT'S SIGNATURE _____ DATE _____

OWNER'S SIGNATURE _____ DATE _____

7/2018