Florida Residential Lease

Date: {TodaysDate}

- 1. **PARTIES.** This Florida Residential Lease ("Agreement") is between {TenantNames} (collectively, the "Tenant") and {PropertyManagerEntity} ("Landlord"). Each Tenant is jointly and severally liable for all terms of this Agreement.
- 2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} ("Premises").
- 3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
- 4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} ("Agreement Term"). Landlord and Tenant intend for this Agreement to be a tenancy with specific duration.
- 5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH Fees}.
- 6. CHARGES AND FEES. If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stoppayment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
- 7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
- 8. SECURITY DEPOSIT.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this

- Agreement by Tenant.
- B. **Separate Account.** Per Fla. Stat. § 83.49(1), Landlord shall deposit the security deposit in a separate account with a licensed and insured bank or savings institution located in the State of Florida. Landlord shall not commingle the moneys with any other funds of the Landlord.
- C. Allowable Charges. Landlord may apply the security deposit toward any breach of this Agreement including but not limited to damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
- D. Return Of Security Deposit. If Landlord does not intend to impose a claim on the security deposit, Landlord shall return Tenant's security deposit, along with any applicable interest, within 15 days after Tenant vacates the Premises. If Landlord does intend to impose a claim on the security deposit, within 30 days after Tenant vacates the Premises, Landlord must notify Tenant in writing of Landlord's intention to impose a claim and the reasons for such claim. The written 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 Fla. Sta. § 83.49(3). 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 ... (landlord's address)

Tenant will then have **15 days** to object to Landlord's notice. If Tenant does not object, Landlord shall return the remaining balance of the security deposit, along with any applicable interest, to Tenant within **30 days** from when Landlord notified Tenant of Landlord's intention to impose a claim. If Landlord fails to give the required notice within the 30 day period, Landlord forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit. Unless Tenant objects to the imposition of Landlord's claim or the amount thereof within 15 days after receipt of Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of Landlord's claim and shall remit the balance of the deposit to Tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of Tenant to make a timely objection does not waive any rights of Tenant to seek damages in a separate action.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s)

(collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

- 10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. Per Fla. Stat. § 83.67(1), Landlord shall not cause, directly or indirectly, the termination or interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, Landlord.
- 11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
- 12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. NOTICE TO QUIT AND HOLDOVER.

- A. Landlord's Responsibilities.
 - i. Notice Of Penalty. Per Fla. Stat. § 83.575, at least 45 days prior to the end of the Agreement Term, Landlord shall provide Tenant with written notice of the one month's rental amount penalty described in section 13(B)(i) that Tenant will incur if Tenant fails to provide 30 days' written notice of Tenant's intention to vacate at the end of the Agreement Term. If Landlord fails to provide such notice (and Tenant vacates without providing the 30 days' required notice described in section 13(B)(i)), Landlord may not charge Tenant for the rent due the following month.

B. Tenant's Responsibilities.

- i. Required Notice.
 - At least 30 days prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's forwarding address and intention to vacate the Premises by the end of the Agreement Term. If Tenant vacates without providing such notice, Tenant shall be liable for the rental amount of \${MonthlyRent} due for the following month, as long as the Premises is not rented to another tenant.
- ii. <u>Holdover.</u> Per Fla. Sta. § 83.58, if Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay

to Landlord **double the monthly rental amount** of \${MonthlyRent} under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

- C. Month-to-Month Tenancies. If this Agreement becomes a month-tomonth tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. <u>Notice by Landlord</u>. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
- 14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to start of any subsequent tenancy.
- 15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
- 16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
- 17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. MAINTENANCE RESPONSIBILITIES.

- A. Landlord's Responsibilities. Per Fla. Stat. § 83.51:
 - i. <u>Prior to Possession by Tenant.</u> Landlord shall reasonably inspect the Premises and make necessary repairs to transfer a reasonably safe dwelling unit, free of inherently unsafe or dangerous conditions that are not readily apparent to Tenant, unless Tenant waives the defect. Landlord must ensure that screens are installed in a reasonable condition. Thereafter, Landlord must repair damage to screens once annually, when necessary, until termination of this Agreement. Landlord shall

install working smoke detection devices.

- ii. <u>During Possession by Tenant.</u> Unless otherwise provided under Florida law, Landlord shall comply with all requirements of applicable building, housing, and health codes. If there are no applicable codes, Landlord shall maintain the roof, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components of the Premises in good repair and capable of resisting normal forces and loads. Landlord shall maintain the plumbing in reasonable working condition. In addition, Landlord shall make reasonable provisions for the following:
 - a. extermination of rats, mice, roaches, ants, wooddestroying organisms, and bedbugs. When vacation of the Premises is required for such extermination, Landlord is not liable for damages but shall abate the rent. Tenant must temporarily vacate the Premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph;
 - b. locks and keys;
 - c. the clean and safe condition of common areas;
 - d. garbage removal and outside receptacles; and
 - e. functioning facilities for heat during winter, running water, and hot water.

Landlord shall not be responsible for conditions created or caused by the negligent or wrongful act or omission of Tenant, a member of Tenant's family, or any other person on the Premises with Tenant's consent.

- B. **Tenant's Responsibilities.** Per Fla. Stat. § 83.52, Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:
 - i. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
 - ii. keep the Premises clean and sanitary;
 - iii. remove from the Premises all garbage in a clean and sanitary manner;
 - iv. keep all plumbing fixtures used by Tenant clean and sanitary and in repair;
 - v. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators;
 - vi. conduct himself or herself, and require other persons on the

Premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb Tenant's neighbors or constitute a breach of the peace; and

- vii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware.
- 19. **SURRENDER**. Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. REPAIRS AND ALTERATIONS.

- A. In General. Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
- 21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
 - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.

22. RULES AND REGULATIONS.

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
 - their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
- B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.
- 23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. ABANDONMENT.

- A. **Presumption Of Abandonment.** Per Fla. Stat. § 83.595, in the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling unit if Tenant is absent from the Premises for at least 15 days. However, this presumption does not apply if the rent is current or if Tenant has notified Landlord, in writing, of an intended absence.
- B. Landlord's Remedies. Per Fla. Stat. § 83.595, If Tenant has abandoned the Premises, Landlord may:
 - treat this Agreement as terminated and retake possession for Landlord's own account, thereby terminating any further liability of Tenant;
 - ii. retake possession of the Premises for the account of the Tenant, holding Tenant liable for the difference between the rent stipulated to be paid under this Agreement and what Landlord is able to recover from a reletting. If Landlord retakes possession, Landlord has a duty to exercise good faith in attempting to relet the Premises, and any rent received by the Landlord as a result of the reletting must be deducted from the balance of rent due from Tenant. For purposes of this paragraph, the term "good faith in attempting to relet the premises" means that Landlord uses at least the same efforts to relet the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to rent other similar rental units but does not require Landlord to give a preference in renting the premises over other vacant dwelling units that Landlord owns or has the responsibility to rent;

- stand by and do nothing, holding Tenant liable for the rent as it comes due; or
- iv. charge liquidated damages or an early termination fee, if agreed to by the Landlord and Tenant in a separate written addendum.
- C. No Liability For Tenant's Personal Property.

 Per Fla. Stat. § 83.67(5), Landlord is not required to comply with Fla. Stat. § 715.104 and is not liable or responsible for storage or disposition of Tenant's personal property.

25. PERSONAL PROPERTY.

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

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- 26. QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS. Per Fla. Stat. § 83.53:
 - A. Tenant shall not unreasonably withhold consent to Landlord to enter the Premises from time to time in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
 - B. Landlord may enter the Premises at any time for the protection or preservation of the Premises. Landlord may enter the Premises upon reasonable notice to Tenant and at a reasonable time for the purpose of repair of the Premises. "Reasonable notice" for the purpose of repair is notice given at least **24 hours** prior to the entry, and reasonable time for the purpose of repair shall be between the hours of **7:30 a.m. and 8:00 p.m.** The landlord may enter the Premises when necessary for the further purposes set forth in subsection (A) under any of the following circumstances:
 - i. with the consent of Tenant;
 - ii. in case of emergency;
 - iii. when Tenant unreasonably withholds consent; or
 - iv. if Tenant is absent from the Premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with the consent of Tenant or for the protection or preservation of the Premises.
 - C. Landlord shall not abuse the right of access nor use it to harass Tenant.

- 27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
- 28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

29. GROUNDS FOR TERMINATION OF THE TENANCY.

- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application; or
 - iii. otherwise provided by law.
- B. **Termination By Tenant.** Tenant may terminate this Agreement if:
 - Landlord materially fails to comply with Landlord's maintenance responsibilities or material provisions of this Agreement within 7 days after delivery of written notice by Tenant specifying the noncompliance and indicating the intention of Tenant to terminate this Agreement by reason thereof, per Fla. Stat. § 83.56(1);
 - ii. the Premises is damaged or destroyed other than by the wrongful or negligent acts of Tenant so that the enjoyment of the Premises is substantially impaired, per Fla. Stat. § 83.63;
 - iii. Tenant is a military servicemember who qualifies for termination of a lease, per Fla. Stat. § 83.682; or
 - iv. as otherwise provided by law.
- 30. INSURANCE AND LIABILITY. Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance

company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

- 31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
- 32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
- 33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
- 34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
- 35. **RADON GAS.** Per Fla. Stat. § 404.056(5):

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Information regarding radon and radon testing may be obtained from your county health department.

- 36. **UNITED STATES FLAG.** Landlord shall not prohibit Tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and ½ feet by 6 feet, in a respectful manner in or on the Premises. The United States flag shall be displayed in accordance with Fla. Stat. § 83.52(6). Landlord is not liable for damages caused by a United States flag displayed by Tenant. Any United States flag may not infringe upon the space rented by any other tenant.
- 37. **FLOTATION BEDDING SYSTEM.** Per Fla. Sta. § 83.535, Landlord may not prohibit Tenant from using a flotation bedding system in the Premises, provided the flotation bedding system does not violate applicable building codes. Tenant shall be required to carry in Tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect Tenant and owner against personal injury and property damage to the Premises. In any case, the policy shall carry a loss payable clause to the

- owner of the Premises.
- 38. **ADDITIONAL PROVISIONS.** Additional provisions are as follows: {AdditionalProvisions}
- 39. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs. However, attorneys' fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under Fla. Stat. § 83.51.
- 40. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
- 41. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 42. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
- 43. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 44. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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