**RESIDENTIAL LEASE AGREEMENT**

This Residential Lease Agreement (“Lease”) is entered into on the 24th day of September 2025, by and between **Sun Bay Apartments, LLC** (“Owner” or “Landlord”), and John Doe & Jane Doe (“Resident” or “Tenant”).

**Property Address:** Sun Bay Apartments, 708 S.W. 16th Avenue, Gainesville, FL 32601.

**1. PREMISES**

Owner hereby leases to Resident the apartment located at **704** SW 16th AVE, Apt**202**, Gainesville, FL 32601 (“Premises”). Occupancy of the Premises is limited to the individuals whose names and signatures appear on this Lease. **All adult occupants must sign this Lease.** Additional occupants or subtenants are prohibited without Owner’s prior written consent.

**2. TERM**

The Lease shall commence on the **1st** day of**MONTH 2026** (“Commencement Date”) and shall expire on the **31st** day of **MONTH** of **20****27** (“Termination Date”) at **12:00 p.m. (noon)**.

* Renewal is not automatic. Owner reserves the right to lease the Premises to others at any time without the leaseholders being notified.
* If Resident wishes to renew, they must respond to any renewal offer provided by Owner in writing by the deadline stated in such offer.

**3. RENT**

Resident agrees to pay monthly rent in the amount of **$****PRICE OF UNIT**. This rent includes water, sewer, \*stormwater (*see clause 13*), garbage, pest control, basic cable, internet, **$****PET FEE** pet rent, and N/A short term fee.

* **Payment Method:** Rent may be paid electronically via the Tenant Web Portal (ACH transfer). Personal checks, certified checks, or money orders payable to *Sun Bay Apartments* are also accepted. **Cash is not accepted**.
* **Convenience Fees:** Credit card payments made through the Tenant Web Portal are subject to a processing fee (minimum 3%) charged by the payment processor, not by Owner.
* **Due Date:** Rent is due on the **first (1st) day of each month**.
* **Late Fees:** Rent not received by the close of business on the 1st will incur a **$10 late fee**. An additional **$5 per day** will be charged until rent and fees are paid in full.
* **Application of Payments:** Payments are applied to the oldest outstanding rent balance first. Additionally all monies due under the lease are deemed rent.
* **Returned Payments:** Returned payments (NSF, stop payment, etc.) will result in a **$25 returned payment fee** plus any late charges. Additional charges may incur from the rent manager company and the third party company that processes the ACH/Card payments.
* **Partial Payments:** Owner is not obligated to accept partial payments of rent.
* **Rent Increases:** Owner may increase rent with **30 days’ written notice**. Resident may either accept the new rate or terminate this Lease by giving written notice within the 30-day period.

**4. SECURITY DEPOSIT**

Resident shall pay a security deposit of **$****DEPOSIT** due at signing, to be held in a **non-interest-bearing account at Bank of America**.

* The deposit secures Resident’s performance of this Lease. Deductions may be made for unpaid rent, damages beyond normal wear and tear, cleaning costs, and any other charges due.
* The deposit will carry forward if the Lease is renewed.
* Resident must give **30 days’ written notice by certified mail** prior to vacating the Premises on their lease expiration to preserve their deposit rights under Florida law.
* Retention of the deposit due to breach of contract does not limit Owner’s right to pursue additional damages.

**5. DEFAULT / BREACH OF LEASE**

If Resident (a) fails to pay rent when due, (b) vacates or abandons the Premises before the Lease expires, or (c) otherwise violates any provision of this Lease or the Community Rules, then:

1. **Owner may terminate the Lease immediately** and take possession of the Premises in accordance with Florida law; OR
2. **Owner may choose to keep this Lease in effect** and re-rent the Premises on Resident’s behalf. Resident remains liable for any deficiency between the rent owed under this Lease and the rent actually received from a replacement tenant, as well as all costs of re-renting.
* **Acceleration Clause:** If Resident fails to make any payment required under this Lease, Owner may declare the entire remaining balance of rent immediately due and payable.
* **Personal Property:** Any personal property left in the Premises after abandonment or eviction may be disposed of by Owner in accordance with Florida Statutes, Chapter 715.

**6. DELAYED OCCUPANCY**

If Owner cannot deliver possession of the Premises on the Commencement Date because (a) a prior tenant has failed to vacate, or (b) the Premises are uninhabitable due to major repairs, Owner shall not be liable to Resident for damages.

* **Rent Abatement:** Resident shall not owe rent until possession is delivered.
* **Termination Option:** If possession is not delivered within **thirty (30) days** of the Commencement Date, Resident may terminate this Lease by providing written notice to Owner. Any prepaid rent or deposits will be refunded in accordance with Florida law.

**7. USE OF PREMISES**

The Premises may be used only as a private residential dwelling. Resident agrees not to:

* Use or permit use of the Premises for any unlawful, disruptive, or hazardous purpose.
* Cause or allow excessive noise or disturbances that interfere with the comfort of other residents.
* Exceed occupancy standards: **two (2) persons per one-bedroom unit** and **four (4) persons per two-bedroom unit**, consistent with federal Fair Housing standards. All residents age 18 or older must be listed on and sign this Lease.

**Additional Occupants:**

* Minor occupants (under 18) must be listed below.
* No other persons may reside in the Premises without Owner’s prior written consent.
* Owner may assess a **$25.00 monthly occupancy surcharge** for each additional adult beyond one per bedroom to account for increased wear and utility usage.

**List of Minor Occupants (if any):**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_ Relationship to Lease Holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_ Relationship to Lease Holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Resident’s Obligations:** Resident shall:
A. Maintain the Premises in a clean, sanitary, and safe condition.
B. Properly dispose of garbage and waste in designated facilities. Improper disposal may result in a monetary charge to Resident’s account.
C. Properly use and maintain all appliances, electrical, plumbing, and HVAC systems.
D. **DO NOT INSTALL ANY** additional appliances (e.g., washer, dryer, bidet), fixtures, or locks.
E. Prevent infestation by not introducing items (e.g., furniture, plants) that harbor insects or rodents.
F. Refrain from storing flammable or hazardous materials in the Premises.
G. Avoid damaging or removing any part of the building, equipment, or facilities.
H. Ensure all guests or invitees comply with these obligations.
I. Follow all rules outlined in the Sun Bay **Community Codes**, as amended from time to time.

**8. SECURITY.**

* Owner does not guarantee the safety or security of Residents, their occupants, or guests.
* Security measures such as gates, cameras, or patrols, if present, are not a guarantee against crime or misconduct and may be subject to error, malfunction, or tampering.
* Residents are responsible for their own personal safety and property security as if such measures were not present.
* Residents agree to promptly report suspected or actual criminal activity to law enforcement and then notify Owner, providing an incident report number upon request.

**9. CONTENTS**

The Premises are leased **unfurnished**, except for the following: **range, refrigerator, heating and air conditioning equipment, dishwasher and flooring**. Any additional furnishings or equipment provided will be documented in a written **Inventory Addendum** signed by both parties.

**10. OWNER’S RIGHT OF ENTRY**

Owner and its agents may enter the Premises:

* **At any time in case of emergency** (e.g., fire, flood, urgent repair).
* **With at least 24 hours’ notice** for non-emergency reasons, including inspections, repairs, pest treatment, or to show the Premises to prospective renters, buyers, or contractors.
* Entry will be made at reasonable times and in compliance with Florida law.

**11. COMMUNITY RULES**

* The **Community Codes** attached to this Lease are incorporated herein by reference. Resident agrees to comply with these rules at all times. Owner may reasonably amend the Community Codes to promote safety, cleanliness, efficiency, or the comfort and welfare of residents. Any amendments will be provided in writing or posted in a visible common area and shall take effect **30 days after notice**.

**12. NO WAIVER**

* Owner’s failure to enforce any provision of this Lease shall not be deemed a waiver of that provision or of Owner’s right to enforce it in the future. A waiver of one breach shall not be considered a waiver of any subsequent breach.

**13. ASSIGNMENT & SUBLETTING**

Resident may not assign this Lease, sublet the Premises, or rent the Premises (or any portion thereof) without Owner’s prior written consent.

* Residents shall not rent out apartment as a short term rental or extended stay via, **Airbnb, VRBO, or similar platforms.**
* If Owner approves a sublease:
	+ A **$400 administrative fee** shall be paid by the original Resident.
	+ Rent will automatically adjust to the **current market rate**.
	+ Subtenants must meet Owner’s rental qualifications and comply with written sublet policies.

**14. UTILITIES**

* Owner shall provide the following utilities and services: **water (drinking/potable), sewer, garbage collection, pest control, and internet.** Resident shall be responsible for all other utilities, including but not limited to electricity and any applicable sales or use taxes.
* **\*\*Notice:** The City of Gainesville has announced its intent to shift responsibility for the **stormwater fee** from utility bills to the property tax bill of the landlord beginning in or around 2026. In the event of such change, Owner reserves the right to adjust rent accordingly.

**15. MAINTENANCE & REPAIRS**

Owner shall maintain the **exterior of the property, common areas, HVAC system, and plumbing** in good working order. Necessary repairs will be made as promptly as reasonably possible.

**Resident’s Responsibilities:** Resident shall:

* Keep the Premises in clean, safe, and sanitary condition.
* Promptly report maintenance issues to Owner.
* Pay for repairs required due to Resident’s, guests’, or invitees’ negligence, misuse, or damage.
* Pay for replacement or repair of broken items caused by Resident (e.g., windows, locks, window screens, glass, carpet, disposals, fixtures) with items of equal quality if necessary.
* Prevent plumbing clogs and pay for removal of stoppages caused by improper disposal of items.
* Replace air conditioning filters regularly to maintain HVAC system efficiency.

Normal wear and tear and damage caused by fire or casualty not attributable to Resident are excepted.

**16. MOVE-IN CONDITION REPORT**

Resident shall inspect the Premises upon move-in and notify Owner **in writing within 48 hours** of taking possession of any pre-existing damages or deficiencies. Failure to do so shall be deemed acknowledgment that the Premises were in good condition at move-in.

**17. WINDOW COVERINGS**

Owner provides standard blinds (white exterior appearance required). Resident is responsible for maintaining blinds during tenancy. Damages will be charged to Resident. **Sheets, foil, posters, flags or other makeshift coverings are not permitted.**

**18. SMOKE DETECTORS**

The Premises are equipped with a smoke detector that is operational at move-in. Resident shall:

* Maintain the detector in working condition during tenancy (e.g., replace batteries as needed).
* Not tamper with, cover, disable, or remove the smoke detector.
Tampering with safety equipment is a material breach of this Lease and may result in penalties under Florida law.

**19. PARKING & VEHICLES**

Parking is limited to **passenger vehicles in good operating condition**.

* Each leaseholder that has a vehicle in their name is permitted **one decal**, unless otherwise approved in writing by Owner.
* Vehicle repairs or maintenance are not permitted on the Premises.
* Abandoned vehicles, inoperable vehicles, or those with expired tags may be towed at Resident’s expense.
* Boats, trailers, campers, oversized trucks, or other recreational vehicles may only be parked with Owner’s written consent and in designated areas.
* Sun Bay Apartments uses **Roam Towing (24/7)**. All vehicles must display a parking decal or guest pass.
	+ Visitor parking passes are required and are available at the office.
	+ You may also purchase guest parking spaces for **$5.00 per 24 hours** in the far west lot

**20. ALTERATIONS**

* Resident shall not make alterations, additions, or improvements (including painting, wallpapering, or installing appliances/fixtures) without Owner’s prior written consent. Any approved alterations become the property of Owner upon installation and may not be removed at move-out unless expressly authorized in writing.

**21. PERSONAL INJURY.**

* Resident agrees to release, indemnify, and hold harmless Owner, its agents, and employees from any claims, damages, or liability for injury or death sustained by Resident, Resident’s guests, or any other person on the property, when such injury or death arises from the actions, negligence, or conduct of Resident, their household members, guests, or invitees.
* Use of community amenities, including but not limited to the fitness center/gym & pools, is at the sole risk of the Resident and their guests. Owner does not provide supervision, training, or safety monitoring of these facilities, and shall not be liable for any injuries sustained in connection with their use.

**22. DAMAGE TO PERSONAL PROPERTY.**

* All personal property brought onto the premises by Resident or their guests is at Resident’s sole risk. Resident is responsible for obtaining renter’s insurance to protect their belongings.
* Owner does not provide coverage and is not responsible for loss or damage, including fire, theft, water damage, or other casualty, unless directly caused by Owner’s negligence. “Casualty” includes natural disasters, civil disturbances, or other events beyond Owner’s control.

**23. DAMAGE TO UNIT OR EQUIPMENT.**

* Resident must promptly notify Owner of any damage, equipment failure, or utility issues. Owner will make necessary repairs within a reasonable timeframe.
* Rent will not be withheld or reduced during these periods.

**24. SURRENDER OF PREMISES.**

* At lease end, Resident must vacate the apartment and return it in clean, good condition, except for normal wear and tear.
* If Resident fails to vacate, Owner may charge double rent plus any costs incurred due to delayed occupancy by a new tenant.

**25. PETS.**

* Pets are not allowed without a signed Pet Agreement. Restrictions on type, breed, age, and weight apply.
* Unauthorized animals, including visiting pets, are prohibited and considered a material lease violation. Violations may result in eviction or a $500 non-refundable fee, in addition to any required pet fees at Owner’s discretion.
* Service animals and emotional support animals are permitted in accordance with Florida law and the Americans with Disabilities Act. Approved accommodations require completion of a Pet Agreement and a Request to Accommodate.

**26. SUBORDINATION.**

This Lease is subject and subordinate to any existing or future mortgage or financing secured against the property.

**27. STORAGE.**

Hallways, stairwells, and other common areas may not be used for storage. Balconies and patios may only contain outdoor furniture and plants. Any items deemed unsafe, unsightly, or inappropriate by Owner may be removed without notice.

**28. NOTICES.**

All notices required under this Lease or by law to be given by owner or resident shall be delivered to the addresses provided in the Lease Agreement, either in person or by posting at the apartment.

**29. ABANDONMENT.**

* If the apartment is vacant for 15 days or more, rent is unpaid, and Resident has not provided written notice of absence, Owner may presume abandonment and take possession.
* Personal property left in the apartment will be stored for up to 15 days at Resident’s expense. After this period, ownership of items transfers to Owner.

**30. GUARANTEE OF PAYMENT.**

**\*\*Applicable to Full-Time UF Students**. If Resident does not have verifiable full-time employment or sufficient credit history, Owner may require a notarized guaranty of payment by a parent, guardian, or other approved co-signer. Resident is responsible for all attorney’s fees and court costs incurred in enforcing this Lease, including appeals and post-judgment collection. Any legal action will be brought in Alachua County, Florida.

**31. RADON.**

Radon is a naturally occurring radioactive gas that, when accumulated indoors at high levels, may pose health risks with long-term exposure. Elevated levels of radon have been found in some Florida buildings. For more information about radon and testing, contact your local County Health Department.

**32. LEAD-BASED PAINT.**

Residents of properties built before 1978 are hereby notified that such properties may contain lead-based paint. Lead exposure is especially harmful to young children and pregnant women and may cause serious health issues.

**33. MOLD AND MILDEW.**

* Florida’s climate is conducive to mold and mildew growth.
* Resident agrees to help prevent mold growth by maintaining proper ventilation, using air conditioning and dehumidifiers as needed, and keeping the apartment clean and dry.
* Resident must promptly clean any mold on non-porous surfaces and report leaks, water intrusion, or excessive moisture to Owner immediately.
* Owner may, under extraordinary circumstances, provide temporary alternative housing while repairs are made.
* Failure to report issues that could lead to mold growth may result in Resident being held responsible for damages and releases Owner from liability for resulting health concerns.

**34. INTERRUPTION OF SERVICES.**

Except where required by law, Owner is not liable for damages, rent abatement, or claims arising from interruptions in utilities or services, including but not limited to water, electricity, gas, sewage, air conditioning, or internet, when caused by accident, equipment failure, outages, or other events beyond Owner’s control.

**35. PHOTOGRAPHS, VIDEO, AND DIGITAL MEDIA.**

By entering community common areas, Residents, occupants, and their guests consent to being recorded by Owner, Management, or authorized vendors through photography, video, or audio. These recordings may be used in any media, now or in the future, for community, business, or promotional purposes. Residents and guests waive any right to review, approve, or receive compensation for such use.

**36. SPECIAL CONDITIONS.**

**37. ENTIRE AGREEMENT.**

* This Lease represents the complete and final agreement between Owner and Resident.
* No verbal or written statements made prior to execution are binding unless included herein.
* All parties acknowledge that they have read, understood, and agreed to this Lease. Where appropriate, pronouns shall be interpreted as gender-neutral and singular or plural as the context requires.

IN WITNESS WHERE OF, the said parties have hereunto set their hands and seals, all as of the day and year first above written.

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

Resident Registered Agent

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

Resident Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Resident

This lease and application are not binding upon Owner unless accepted and signed by Owner or Owner’s Agents.