

LEASE/BASIC SERVICES AGREEMENT

THIS LEASE/BASIC SERVICES AGREEMENT (hereinafter referred to as the "Agreement" or the "Lease") made and entered into this ___ day of _____, 201__ by and between the Jewish Association for Residential Care, Inc. doing business as "JARC," (hereinafter called the "Landlord"), whose address is 21160 95th Avenue South, Boca Raton, FL 33428 (hereinafter referred to as "Landlord") and «FirstName» «LastName», primary resident, (hereinafter referred to as "Tenant") and «PrimFamContact», parent (___), parents (___), or legal guardian (___), (check as applicable) (hereinafter referred to as "Guarantor").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property known as the Adolph and Rose Levis Apartment Complex, an adult living facility, being, lying and situate in Palm Beach County, Florida, such real property having a street address of 21150 95th Avenue South, Boca Raton, FL 33428 (hereinafter called the "Complex"); and

WHEREAS, Landlord has adopted the following Statement of Purpose to set forth the purpose of operating the Complex (hereinafter referred to as the Statement of Purpose), which may be amended or changed from time to time by JARC:

The Jewish Association for Residential Care, Inc., a non-sectarian organization, provides group homes, apartments and vocational training for adults with developmental disabilities. We strive to assist each individual in becoming all he or she is capable of being and we encourage this growth in a caring, nurturing environment. It is our mission, in partnership with the families of our clients, to promote independence, dignity and self-respect in order to create more fulfilling lives.

WHEREAS, the Tenant and Guarantor have read and understand the Statement of Purpose, agrees with the Statement, and commit to abide by Landlord's Rules and Regulations (as hereinafter defined) and other decisions made by Landlord in operation of the Complex ; and

WHEREAS, Landlord is desirous of leasing **Apartment #«AptNo»** on a non-exclusive basis (as hereinafter defined) located in the Complex (hereinafter called the "Premises") and providing certain specific services to and on behalf of Tenant as defined in Section 34 of this Agreement (hereinafter called the "Specific Services"), upon the terms and conditions as contained herein.

WHEREAS, Tenant is desirous of leasing the Premises from Landlord, on a non-exclusive basis (as hereinafter defined) and receiving the Specific Services from Landlord, on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sums, covenants and obligations set forth in this Agreement, all of which are to be performed upon execution of this Agreement or thereafter, as is stated herein, the parties hereto agree as follows:

1. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. Guarantor(s) hereby fully and completely, and jointly and severally, personally guarantees all financial obligations of Tenant hereunder.

2. **TERM.** Subject to all the terms and conditions stated herein, Landlord leases to Tenant and Tenant leases from Landlord, on a non-exclusive basis, the above described Premises together with any and all appurtenances thereto, for a term of **ONE (1 YEAR)** , such term beginning on **September ___ 1 __, 201_5_** and ending at 11:59 PM on **_August __31_, 2016__**,

3. **RENT/SPECIFIC SERVICES.** The total Rent for the term of this Lease, including case management services of JARC (hereinafter together referred to as the "Rent") for the term hereof is the sum of [**«TOTAL RENT AND CASE MANAGEMENT FOR TERM, (<<TOTAL RENT>>]** (rent and case management services)] payable on the first day of each month of the term, in equal monthly installments

of «**Monthly_tuition**» dollars («**Monthly_tuition_**»), the first and last months' Rent to be paid upon the due execution of this Agreement, the second installment to be paid on **October 1, 20__**, and each succeeding installment to be paid on the first of each and every month thereafter. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. The parties agree that the rent paid by Tenant hereunder shall include payment for the Specific Services to be provided hereunder by Landlord, and that Landlord shall make no additional charge to Tenant for the Specific Services.

According to the bylaws of the Jewish Association for Residential Care, the residential fee structure is set forth and established by the Board of Directors of JARC. The fees may be changed at any time upon not less than sixty (60) days written notice.

Effective September 1, 2015, the Board of Directors has determined that the fee shall be «**Yearly_tuition_**», («**Yearly_tuition**» dollars) per year, payable in installments of «**Monthly_tuition_**», («**Monthly_tuition**» dollars) per month and is subject to change as noted above.

4. **DAMAGE AND SECURITY DEPOSIT.** Upon the execution of this Agreement by the Tenant, Tenant shall deposit with Landlord the sum of «**Security deposit_**», («**Security deposit**» dollars) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Until and unless the Landlord has executed this Lease, payment of the Security Deposit does not constitute acceptance of this Lease by the Landlord. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Tenant acknowledges receipt of the attached “**NOTICE OF DEPOSIT PURSUANT TO FS SECTION 83.49**”.

5. **USE OF PREMISES.** The Premises are leased to Tenant on a “non-exclusive basis.” The term “non-exclusive basis” is defined as follows: the Premises shall be peacefully used, occupied by Tenant and one (1) co-tenant (hereinafter referred to the “Co-Tenant”), to be chosen by Landlord, which Co-Tenant shall be subject to change from time to time as deemed to be necessary or helpful by Landlord in the execution of its Statement of Purpose or the Rules and Regulations of JARC. No other persons shall occupy the Premises without written consent of Landlord. The Premises shall be used exclusively as an apartment for residential purposes as described or designated by Landlord for the use and enjoyment of the Tenants chosen by LANDLORD. No more than two (2) persons (i.e. the Tenant and the Co-Tenant) shall occupy the Premises. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a residential apartment. Tenant shall not allow any person to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. In addition, Landlord reserves the right to move the Tenant to another apartment within the Complex in the event that Landlord determines that such a move will better effectuate its Statement of Purpose or the Rules and Regulations, or for any other reason. In such event, this Lease shall not terminate but shall continue in full force and effect and shall be subject to all the same terms herein and only the apartment to which the Lease applies will be amended.

6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof. –An assignment, sub-letting or license or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the apartment, buildings or improvements that are part of the Premises, nor the Premises. Tenant agrees to

return the Premises to its condition at the inception of this Lease at Tenant's expense at the expiration or termination of this Agreement.

9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate. Any delay in the delivery of possession of the Premises to Tenant shall not result in any extension of the Term as set forth in Section 2 of this Agreement.

10. **COMPLIANCE WITH LAWS/HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **UTILITIES.** Landlord will supply electric, water, WiFi and basic cable television under this Lease. Tenant will supply, if he or she desires, telephone service.

12. **MAINTENANCE AND REPAIR; RULES.** Tenant will comply with the Rules and Regulations established by Landlord from time to time in connection with the operation of the Complex (herein referred to as the "Rules and Regulations"), a copy of which the Tenant acknowledges it has received and reviewed. Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, the Premises shall at all times be kept in good order, condition and repair by Tenant, in a clean, sanitary and safe condition, in accordance with all directions and Rules and Regulations of the Landlord. Tenant shall, without limitation:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows (except with residential window coverings) or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep the Premises in a clean and neat condition at all times. Tenant shall also keep all lavatories, sinks, toilets, and all other water and plumbing apparatus, clean and in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited in any drain or toilet. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(h) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents of the Complex;

(i) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(j) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas;

(k) Abide by and be bound by any and all the covenants, restrictions, rules and regulations provided by the Landlord to the Tenant affecting the Premises or the common areas appurtenant thereto now in existence or which may be adopted or promulgated by the Landlord from time to time.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises at reasonable times and with reasonable notice to Tenant within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. The subordination of this Lease to any financing shall be self-operative and shall not require any consent from Tenant.

16. **TERMINATION AND RENEWAL.** This Lease may be terminated by Landlord at any time upon Landlord proving Tenant thirty (30) days' written notice prior to the intended termination date. In the event of any conflict between this Section 16 and any other term or provision of this Lease, the provision of this Section 16 shall control.

17. **TENANT NON-RENEWAL**

a. **FAILURE TO PROVIDE ADEQUATE NOTICE OF NON-RENEWAL:** If Tenant fails to provide Landlord at least sixty (60) days' notice of Tenant's intention to not renew this

Lease, Tenant shall be liable to Landlord for liquidated damages IN THE SUM OF _____ DOLLAR (\$_____.00) in accordance with Section 83.575(2), Florida Statutes, which states as follows: *A rental agreement with a specific duration may provide that if a Tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the Tenant may be liable for liquidated damages as specified in the rental agreement if the Landlord provides written notice to the Tenant specifying the Tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The Landlord must provide such written notice to the Tenant within 15 days before the start of the notification period contained in the lease.*

- b. **HOLD OVER TENANCY:** If Tenant holds over and continues in possession of the premises or any part thereof, after the expiration date of this Lease without Landlord's prior written consent, Landlord may recover double the amount of Rent due for each day Tenant holds over and refuses to surrender possession pursuant to F.S. §83.58. In the event of sublet or assignment, it will be the sole obligation of Tenant to effectuate any necessary eviction or repossession of the Premises and Landlord shall in no way be responsible to deliver possession of the Premises to Tenant in such circumstances.
- c. **EARLY TERMINATION:** An early termination of this Lease by Tenant shall be governed by the election set forth on the **Rider #1** to this Lease, pursuant to Florida Statutes §83.595(4).

18 **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

19. **ANIMALS.** Tenant shall have NO animals of any kind in the Premises or on Common Areas including visiting pets, which include but is not limited to, domestic dogs, cats, birds, fish or other aquatic life, rodents or exotic animals.

20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all covenants, restrictions, rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

21 **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

22. **INSURANCE:** Landlord shall carry insurance for the common areas of the Complex. This insurance does NOT cover any incidents of loss that may be experienced by the Tenant for loss or injury upon the rented Premises or in the apartment. See paragraph 23.

23 **RENTERS CONTENTS/LIABILITY INSURANCE:** It shall be the responsibility of the Tenant to carry and pay premiums for renter's contents and liability insurance to cover personal items and liability respectively, within the Premises.

24. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay Rent, or of any rules and regulations currently in effect or rules, regulations and procedures as may be adopted by Landlord from time to time, including, but not limited to rules, regulations, procedures and "House Rules" currently in effect or as may be adopted in the future, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and

indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. (See Section 39(H) of this Lease for termination due to disruptive behavior.) If Tenant fails to pay Rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease.

25. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within seven (7) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY-FIVE DOLLARS (\$25.00).

26. ABANDONMENT.

A. Where Default on Rent Payment Exists. The Premises shall be deemed abandoned by Tenant if, after a failure by Tenant to pay an installment of rent pursuant to the "Rent" paragraph above, or any portion thereof, for any rental month, Tenant has been absent from the Premises for period of seven (7) consecutive days, and Tenant has neither contacted Landlord in person nor cured said Rent default. Upon abandonment, Landlord shall be entitled to enter the Premises to (i) secure and/or remove any personal property, (ii) clean and/or repair the Premises, and/or (iii) relet the Premises. Tenant acknowledges and agrees personal belongings left at the Premises shall, regardless of value, be forfeited upon such abandonment or, in the event Landlord has made provision for storage of the personal belongings and is willing to surrender same, Tenant will be responsible for any and all costs associated with moving and storage therewith.

B. Where Rent Payment is Current. The Premises may be deemed abandoned by Tenant, even if Rent is not past due, where Tenant has been absent from the Premises for more than 20 consecutive days without having provided notice to Landlord and such absence creates a breach of this Agreement with respect to maintenance, nuisance, or other commercially unreasonable circumstances. Thereafter, Landlord may enter the Premises to (i) secure and/or remove any personal property, (ii) clean and/or repair the Premises, and/or (iii) relet the Premises provided Landlord makes appropriate arrangements for storage of personal property found therein. Landlord may require Tenant to pay the costs associated with storage of said personal property and, if Tenant fails to make claim for such property within 60 calendar days, Landlord shall be entitled to dispose of the personal property in any manner Landlord so chooses and shall be held harmless in this regard.

27 ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

28. RECORDING OF AGREEMENT. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

29. GOVERNING LAW; VENUE. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida. In the event of any litigation arising out of the terms hereof, venue shall be in Palm Beach County, Florida.

30. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for Convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

32. **CONSTRUCTION.** The nouns and pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

33. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

34. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

35. **CERTAIN BASIC SERVICES TO BE FURNISHED:** It is Landlord's mission to provide certain high-quality services to promote the well-being of adults with disabilities, who are able to participate in the care and maintenance of their own beings, which may include the ability to work at gainful employment, take public transportation, and maintain the apartment in a reasonable manner and follow the directions and requirements of this Agreement. Accordingly, Landlord agrees to provide certain services to Tenant as part of this Agreement (hereinafter referred to as the "Basic Services"), enumerated as follows:

- a. A residential supervisor
- b. Guidance in nutrition, physical activity, medication, self-help, daily living skills, transportation, community resources and employment opportunities and skills
- c. Social events
- d. Education in Budgeting and money management.

It is specifically understood and agreed that Landlord shall have no obligation to provide any services to Tenant other than those Basic Services specifically enumerated above. Landlord, may in its sole discretion, choose to offer additional services (hereinafter referred to as the "Additional Services") to Tenant for an additional fee. In such event, Tenant shall have the right to choose to receive or not to receive the Additional Services. Payment for Additional Services provided to the Tenant shall be pre-paid unless other arrangements in writing are made between Landlord and Tenant, Parent, Guardian, or Guarantor.

36. According to the bylaws of the Jewish Association for Residential Care, the residential fee structure for Additional Services is set forth and established by the Board of Directors of Landlord. The fees for Additional Services may be changed at any time upon no less than 60 days' notice for any service provided that has a fee attached to that service.

37. All obligations of Landlord are specifically set forth in this Agreement, and Landlord has no obligations to Tenant other than those specifically provided in this Agreement. This Agreement specifically excludes Landlord providing to Tenant the cost of certain utilities, food, clothing, transportation, medicine, medical devices or medical or nursing care. Tenant, Parent, Guardian and/or Guarantor shall have the sole responsibility for providing for Tenant's needs in these and other regards.

38. Should the Tenant become incapacitated and unable to live in the Premises as an independent person without skilled nursing care or other required supportive care or support due to continued poor health or extraordinary emotional or physical episodes for which Landlord is not equipped to handle satisfactorily, in the opinion of a physician or specialist or Landlord, then Landlord shall do what is reasonably possible, excluding the assumption of monetary responsibility, to place the Tenant with a relative or guardian or guarantor of this Lease, or in a fully approved and adequate environment. At that time the Lease shall terminate, and Landlord shall have no liability to Tenant.

39. PAYMENTS: In order to ensure Landlord's continued viability for this program, timely payments of Rent and fees for services is required. In addition, the Tenant must make timely payments for utilities. Payment payable by check or money order is due the first of each month for that month.

A. Payments not received within thirty (30) days of their due date shall bear interest at a rate of ten percent (10%) per annum.

B. Failure to make payment within three (3) consecutive months shall entitle Landlord to terminate this Lease. Parent, Guardian, or Guarantor shall make alternate arrangements for the care of the Tenant in the event Landlord terminates this Lease.

C. Failure to make timely payments of utilities shall entitle Landlord to terminate this Lease. Parent, Guardian, or Guarantor shall make alternate arrangements for the care of the Tenant in the event Landlord terminates this Lease.

D. Payment for Basic Services, which shall include rent, utilities, basic cable, WiFi and Additional Services (if any) shall be made by the Tenant. Parent, Guardian, or Guarantor, as the case may be.

E. Observances of House Rules: The Tenant shall observe and conduct himself/herself in accordance with the Rules and Regulations established by Landlord for the Complex and the Premises. Landlord shall make available to Tenant a copy of the Rules and Regulations, and Tenant shall acknowledge in writing receipt of that copy, upon Landlord's request to do so. Landlord reserves the right to change or amend the Rules and Regulations from time to time in order to better effectuate its Statement of Purpose as determined by Landlord in its sole discretion.

F. The Tenant shall in all ways respect the privacy of any other Tenant in the Premises.

G. The Tenant shall not smoke, except in designated areas, if any.

H. Termination for Disruptive Situations: In the event, in the sole opinion of Landlord, that either a Tenant or Tenant's family members or guests creates a situation or allows a situation to continue which is disruptive to either (1) the proper operations or harmony of the Premises or common areas, or Complex, or (2) in the operations of Landlord (including its Board of Directors), then Landlord may commence the following Disruptive Situation Termination Procedure as follows:

1. An official of Landlord shall notify the parent or guardian or guarantor of the Tenant of the nature of the Disruptive Situation.

2. The Landlord official may give the parent, guardian, or guarantor a termination notice, terminating this Lease (a "Termination Notice"). The decision of the Landlord will be final.

3. Upon receipt of a Termination Notice, the Responsible Party shall, within 3 days, remove the Tenant from the Complex.

40. DEFAULT AND ADDITIONAL REMEDIES: Should the Tenant fail to perform or violate any condition, stipulation or agreement, the Tenant may, at its option, declare the Lease in default and, shall in addition to all remedies at law available to Landlord, have the right to terminate this Lease and elect to declare the entire minimum rent and any other charges, for the balance of the term, due and payable immediately. Landlord shall also have the option, without terminating this Lease, to resume possession and release or re-rent the Premises for the remainder of the Lease term for the amount of Tenant. Landlord shall not be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the rent provided in this

Lease.

41. **DISCRETION OF LANDLORD.** Tenant and Landlord agree that Landlord reserves the right to grant, or to withhold consent or approval, on any issue or matter pertaining to this Lease, in Landlord's sole discretion, in order to permit Landlord to better effectuate its Statement of Purpose.

42. **NOTICES.** Any notices under this Agreement shall be made in writing delivered by hand or by first-class certified mail, return-receipt requested.

- A. To the Landlord at the address stated in the preamble of this Agreement,
- B. To the Tenant at the address of the Premises,
- C. To the Guarantor at the address stated on the signature page of this Agreement.

Any such notice shall be deemed to have been received on the date it is hand-delivered (in the event of delivery by hand) or the date of the postmark by the US Postal Service (in the event of delivery by first class certified mail, return receipt requested).

43. **CALCULATION OF TIME.** For purposes of calculation of time, any reference to a period of days in this Agreement shall be deemed to mean calendar days.

44. **RADON GAS DISCLOSURE.** The following notification is provided under Section 404.056(6), Florida Statutes: **"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. Additional information regarding radon and radon testing may be obtained from your county health department."**

45. **MILDEW AND MOLD.** Tenant acknowledges that the Premises is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper room temperature, lighting, ventilation, air conditioning and dehumidification of the Premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for taking all proper action to retard and prevent mold and mildew and to protect his person and property from loss or damage as a result thereof. Tenant shall be responsible for damage to the Premises resulting from Tenant's failure to provide proper climate control. Landlord reserves the right to terminate the tenancy if mildew and mold is discovered in the dwelling unit so as to create a threat to health and safety or if abatement procedures are reasonably predicted to create a threat to health and safety.

46. **COUNTERPART SIGNATURE.** This Lease may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Any party may execute this Lease by email, facsimile or PDF signature (collectively, "Facsimile Signature"), and the other party or parties shall be entitled to reply on such Facsimile Signature for all purposes.

[Signature page appears following. Balance of page intentionally blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed this _____ day of _____, 201__.

LANDLORD:
JEWISH ASSOCIATION FOR RESIDENTIAL CARE, INC.

By:
Executive Director

By:
President

TENANT:

Print Tenant's name

GUARANTOR:

Print name of Guarantor

Print address of Guarantor

GUARANTOR:

Print name of Guarantor

Print address of Guarantor

SECURITY DEPOSIT DISCLOSURE PURSUANT TO FLORIDA STATUTE SECTION
83.49

NOTICE: YOUR SECURITY DEPOSIT IS BEING HELD IN THE FOLLOWING BANK:

_____ AND WHOSE ADDRESS

IS: _____.

YOU WILL RECEIVE AT LEAST ANNUALLY 75% OF THE AMOUNT OF INTEREST EARNED ON THE SECURITY DEPOSIT PROVIDED YOU ARE NOT IN DEFAULT OF THIS LEASE OR THE LEASE HAS NOT BEEN TERMINATED EARLY, AS SET FORTH IN FLORIDA STATUTES 83.49.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICE REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Tenant initials _____ date _____

Guarantor's initials _____ date _____

RIDER #1

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

[] I agree, as provided in the Lease Agreement, to pay \$_____ (*an amount that does not exceed two months' rent*) as liquidated damages or an early termination fee if I elect to terminate the Lease Agreement and Landlord waives the right to seek additional rent beyond the month in which Landlord retakes possession.

[] I do not agree to liquidated damages or an early termination fee, and I acknowledge that Landlord may seek damages as provided by law.

LANDLORD:

JEWISH ASSOCIATION FOR RESIDENTIAL CARE, INC.

By:
Executive Director

By:
President

Tenant: _____ Date _____

Guarantor: _____ Date _____

_____ Date _____