

FLORIDA RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 9th day of August, 2010 by and between the Lessor: Diane and Shirrel Rhoades (hereinafter referred to as "Landlord"), and the Lessee(s): Kurt Shwaery . All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Monroe County, Florida, with address of: ~~830 Olivia Street, Key West, FL 33040~~ 1318 Duncan #31 including the following items of personal property: N/A

8/23/10 Diane Rhoades

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:
Kurt Shwaery, his dog, and partner if and when desired.

3. TERM OF LEASE: This Lease shall commence on the 14th day of August, 2010, and extends until its expiration on the 14th day of August 2011, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of **\$1,050** to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Florida Code § 83.49:

1. Landlord shall deposit the security deposit in a non-interest bearing escrow account.
2. Upon the termination of the Lease Agreement, and provided Tenant leaves a forwarding address, Landlord shall

have 15 days to either return the deposit to Tenant, or send Tenant a Notice of Claim on the deposit, with a schedule of costs and the amount claimed.

3. Unless Tenant objects within 15 days to the deductions, Landlord may deduct the stated amount, and then must return the remainder to Tenant within 30 days from the date of Landlord's original Notice of Claim.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ 1,050, said installment for each month being due and payable on or before the 15th day of the month, the first full rent payment under this Lease being due in advance on August 15, 2010.

Tenant agrees that if rent is not paid in full on or before the 14th day of the month, Tenant will pay a late charge of \$ 25as allowed by applicable Florida law.

The prorated rent from the commencement of this Lease to the first day of the following month is N/A, which amount shall be paid at the execution of this Lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):
 cash, personal check, money order, cashier's check, other _____

Rent payments shall be made payable to Diane Rhoades and mailed or delivered to the following address: 830 Olivia Street, Key West, FL 33040. All notices from Tenant to Landlord under this Lease and applicable Florida law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD

Sign: Diane Rhodes Print: Diane Rhodes Date: 8/9/10

TENANT

Sign: [Signature] Print: Kurt W Shuster Date: 8/9/10

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

Quick Info Account Details

Service Location Info

Account Number: Occupant: Name: Customer:

Service Address: House #: Mod: Street: Apt: Region:

City: State: ZIP: Home phone:

Ready

Service Summary (BROWSE) Service Details (BROWSE)

Main Detail Balances / Aging (1 of 1) Dep Calc Voluntary

Billing Information

	Total	Current	Overdue	Interest	Late Charge
ELECTRIC	102.81	102.81	0.00	0.00	0.00
	102.81	102.81	0.00	0.00	0.00

Main Additional

Service Information

Service:	E	ELECTRIC	No units:	1	Disconnect	N
Location:	R	In City	Start:	2010-08-23	Code:	NO
Category:	110	RESIDENTIAL	Final:		Reason:	
Bill code:	110	RESIDENTIAL	Final pend:		Date:	
Bill period:	1	MONTHLY BILLING	Inactive from:		Reconnect:	
SIC code:	1	RESIDENTIAL	Inactive to:			

Exemptions

Late pay:	N
Interest:	N
Estimate:	N
Disconnect:	
Reason:	
Taxes:	N
Reason:	

Notices

	1	2	3
Current:	N	N	N
Prior:	S	S	S

Deposits:

On file:	125.00
Required:	0.00
To collect:	0.00

Readings

Last read:	2011-09-02
Last billed:	2011-09-12
Amount:	102.81
Last payment:	2011-08-18
Amount:	229.65
Due date:	2011-10-09