

1109 Fleming Road

Quick Info Account Details

Service Location Info

Account Number: 2160406 Occupant: 14 Name: GEORGE EUGENE GRODZINSKI Customer: 254946  
 Service Address: House #: 1109 Mod: Street: FLEMING ST Apt: REAR Region:  
 City: KEY WEST State: FL Zip: 33040 Home phone: (305)896-1564

Ready

Service Summary (BROWSE) Service Details (BROWSE)

Main Detail Balances / Aging

Billing Information

	Total	Current	Overdue	Interest	Late Charge
ELECTRIC	104.66	98.11	6.55	0.00	0.00
	104.66	98.11	6.55	0.00	0.00

Main Additional

Service Information

Service: E	ELECTRIC	No units: 1	<b>Disconnect</b> Code: N Reason: No Date: Reconnect:
Location: I	In City	Start: 2010-02-26	
Category: R	RESIDENTIAL	Final:	
Bill code: 110	RESIDENTIAL	Final pend:	
Bill period: 1	MONTHLY BILLING	Inactive from:	
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:	A	N	N

Deposits:

On file:	125.00
Required:	0.00
To collect:	0.00

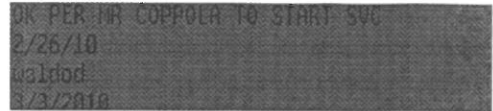
Readings

Last read:	2012-03-05
Last billed:	2012-03-09
Amount:	98.11
Last payment:	2012-03-15
Amount:	131.07
Due date:	2012-04-08

2160406 14

5391

45



STANDARD RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made and entered into this 25<sup>th</sup> Day of Feb, 2001; by and between George Brodz hereinafter known as Tenant and Michael C. Coppola, hereinafter known as Owner. Tenant hereby offers to rent from Owner the property known as 409 Fleming, City of Key West, County of Monroe, State of Florida under the following terms and conditions: Rear 516

OTHER OCCUPANTS: With Consent of Owner Only  
Only those adult persons whose names appear on this agreement and those children as indicated hereon may reside at the property. The rental property is to be occupied solely for the purpose of private housing.

TERMS: Commencing on 25 Day of Feb; (on a month to month basis) and continuing concurrently for a period of 12 Months and 0 Days thereafter.

RENT: The monthly rent of \$1000.00 plus utilities as indicated elsewhere herein shall be received at Owner's Post Office Box 6605 Key West, FL 33041; on or before the 1<sup>st</sup> day of each month. TIME IS OF THE ESSENCE FOR THIS AGREEMENT. If rent is received at Owner's Post Office Box after the 1<sup>st</sup> day of the month (including weekends and holidays), a late charge based on an annualized rate of eighteen (18) percent will be due as additional rent. Owner reserves the right to refuse acceptance of rents three (3) days after Tenant is served with demand for rent or possession as provided in Florida Statutes. If Tenant's check is dishonored by Tenant Bank, a service fee of \$25.00 will be due as additional rent. Two dishonored checks will result in Owner requiring all future payment in the form of cashier's check or money order. Owner can terminate at any time

UTILITIES: Owner is not liable for failure to supply Tenant with utilities, or for interruption or malfunction of service due to any cause whatsoever unless specifically stipulated in the Special Conditions as part of this Agreement. The following indicated utilities and services are included in rent: (x) City charges for Sewer and Solid waste Water, (x) Post Control ( ) Other None. Contracted for by Tenant: (x) Electricity, (x) Cable, (x) Telephone, (x) Yard Maintenance, ( ) Other \_\_\_\_\_.

SECURITY DEPOSIT: Tenant's Security deposit may not be construed or applied as rent, but as good faith deposit for Tenant's faithful fulfillment of each condition in this Agreement and as a contingency against any damage to the property caused by Tenant, Tenant's Family, Tenant's Pets or tenant's invitees. Damage includes but is not limited to any repair or cleaning costs incurred after Tenant vacates to return property to its original condition at move-in (as evidenced by the Move-in Acceptance addendum to this Agreement), reasonable wear and tear excepted. To be held unrestricted by Owner

SECURITY DEPOSIT REFUND: After Tenant has given Owner proper notice and vacated the Property at the expiration of this Agreement, Owner shall have fifteen (15) days to return said security deposit or to give Tenant written notice by certified mail at Tenant's last mailing address of Owner's intention to impose a claim hereon. The notice shall contain a statement in substantially the following form: "This is a notice of our intention to impose a claim for damages in the amount of \$--- (dollars) upon Tenant's security deposit. It is sent as required by section 83.49(3), Florida Statutes. Tenant is hereby notified that if Tenant disagrees with this deduction, Tenant must object in writing within Fifteen (15) days from the time Tenant receives this notice or Owner will be authorized to deduct the claim from Tenant's Security Deposit". Tenant's objection must be sent to Owner's Post Office Box. If either party institutes an action in a court of competent jurisdiction, with the original venue in Key West, Monroe County, Florida, to adjudicate a right to a security deposit or any other matter arising out of this Agreement, the prevailing party is entitled to receive court costs plus reasonable attorney fees. If Tenant notifies Owner of his/her desire to vacate property prior to the agreed term, the Security Deposit shall be applied as follows: (1<sup>st</sup>) To any unpaid rents due or accrued until a replacement Tenant suitable to Owner has paid rent; (2<sup>nd</sup>) To any damage/cleaning costs incurred to restore property to the original move-in condition, reasonable wear and tear excepted; and (3<sup>rd</sup>) To a fee of \$200.00 for Owner's rental expenses which include but are not limited to advertising, screening and showing costs. Any available balance in Tenant's security deposit account will then be refunded.

ASSIGNMENT/SUBLETTING: Tenant may not assign this Agreement or sublet any portion of the property without Owner's prior written consent.

PETS: No pets may be kept at the property without Owner's prior written consent.

RIGHT TO ENTER: Owner may enter the property at any time for the purpose of preservation of the property, or upon reasonable notice (twenty-four hours) to Tenant for the purpose of inspection, maintenance or repair, or as otherwise provided by the laws of the State of Florida.

REPAIR AND MAINTENANCE: Owner shall comply with applicable building, housing and health codes. Owner shall make reasonable provisions for the extermination of rats, mice and wood destroying organisms. Tenant shall be required to vacate the property for the purposes of extermination pursuant to this provision on seven (7) days written notice. When vacation of the property is required for such extermination, Owner shall not be liable for damage but shall abate the rent. Owner warrants that all appliances, mechanicals, etc. are in working order at move-in. Appliances, and air conditioning/heating (if applicable) shall be maintained by Owner, although Tenant shall pay for any re-air occasioned by Tenant's misuse or neglect. Tenant is responsible for all minor maintenance items, shall change air conditioner filters monthly or more often if necessary and shall use all fixtures and systems in the manner designed. Tenant shall be responsible for all drain and toilet blockages occasioned by Tenant's misuse, neglect or accident. Tenant is responsible for removal of trash and garbage for property. Damage to locks or lost keys will be repaired/replaced at Tenant's expense. It is Tenant's responsibility to report any drips, running water or any other maintenance issues. Any damage caused to the property by Tenant, Tenant's Family or Invitees, or tenant's pets whether by misuse, neglect or

Owner To have unfettered access to all common areas of property

*M*  
*Hell*



accident intentionally or otherwise, shall be corrected, repaired or replaced by Owner and charged to Tenant as additional rent, to be paid immediately.

**ALTERATIONS:** Tenant will not make alterations or additions nor install in the property fixtures, devices or appliances without Owner's prior written consent. Any alterations, additions or fixtures accepted by Owner shall become part of the rental property unless specifically agreed to otherwise in writing.

**TERMINATION:** To terminate this Agreement at the expiration of its term, Tenant must notify Owner in writing thirty (30) days prior to the expiration date of his/her intention to vacate the property. After receipt of said notice of termination, Tenant agrees to allow the property to be shown to prospective tenants with twenty-four hour prior to notice from Owner. In the absence of written notice from Tenant of his/her intention to terminate this Agreement or unless another agreement is offered by Owner, this Agreement will automatically renew on a month-to-month basis at the expiration of its original term. Either Tenant or Owner may terminate this additional month-to-month agreement by giving the other party 30 days written notice prior to the first day of the month of termination. This date of termination shall always be the last day of the month. Upon termination of this Agreement and any renewal Agreements, whether by Tenant's compliance with his/her obligations under this Agreement or through Tenant's default under this Agreement, Tenant agrees to vacate the property peaceably and immediately. Tenant agrees that if any of Tenant's personal possessions are left at the rental property after the termination of this Agreement or abandonment of the rental property by the Tenant, Owner may remove and dispose of Tenant's possessions and Tenant waives any claims as a result of Owner's disposal of Tenant's possessions.

**HOLDING OVER:** If Tenant fails to deliver all keys and move on or before the termination of this agreement, Tenant shall pay for the excess period a sum equal to two (2) times the rental rate of this property, prorated on a daily basis.

**DEFAULT:** If Tenant fails to pay rent immediately as required and such violation is not corrected by Tenant within Three (3) days of receipt of notice from Owner concerning same, or if Tenant fails to comply with any other provision of this Agreement or of State Law, or if Tenant files for bankruptcy, then on proper notice this Agreement will be terminated and Owner will effect Tenant's removal, all as provided by State Law. In any case, Tenant will be responsible for paying all court costs and attorney's fees for Owner's enforcement or defense of this Agreement or arising out of the Landlord/Tenant relationship. Upon default, Owner shall accelerate the rent due for the remaining term of this Agreement. Owner will report any unpaid rentals or unpaid damages to the local credit bureau for permanent recording in Tenant's credit record.

**WAIVERS:** Tenant's payment of rent shall not waive or effect such notice, demand, suit or judgement or in any manner waive or effect change or modify any of Owner's rights. Owner's acceptance of rent after it falls due or after knowledge of another breach of this Agreement by Tenant may not be construed as a waiver of Owner's rights under this Agreement or as an election not to proceed under the provisions of this Agreement. Owner's rights under this Agreement are cumulative; the use of one or more shall not exclude or waive the right to other remedies. Tenant's rights under this Agreement are subordinated to any present or future mortgages on the real estate.

**NOTICES:** Any notices to Tenant required by this Agreement shall be mailed and shall be deemed delivered when deposited at the post office, addressed to Tenant's mailing address, postage prepaid, by certified mail, return receipt request OR posted on Tenant's door. Any notices to Owner required by this Agreement shall be mailed and shall be deemed delivered when deposited at the post office, addressed to Owner's Post Office Box, postage prepaid, by certified mail, return receipt requested.

**POSSESSION:** If property is not ready for Tenant's occupancy on the beginning date of this agreement due to causes beyond Owner's control, Tenant has the option to extend the beginning date accordingly, but in no event more than thirty (30) days at which time either party may terminate this Agreement upon written notice to the other party.

**POLICIES:** these policies are for the mutual benefit of the parties to this Agreement and are made part of same. Tenant also agrees to observe such further reasonable policies as may alter be required for the necessary, proper and orderly care of the property.

- A. No noise, music or other sounds which may impinge on a neighboring occupant's right to quiet enjoyment will be permitted.
- B. No awnings or other projections including air conditioners, antennas or wiring may be attached to or extended from the outside of the property without prior written permission of Owner.
- C. No alterations to locks or keys may be made without Owner's permission. Owner is to be supplied with a copy of all keys to the property.
- D. No nails of any kind may be driven into wood walls, woodwork, paneling, stucco or wallpaper. No adhesive may be applied to any surfaces.
- E. No water-filled furniture of any kind, may be used at the property unless Owner is protected for full loss by Tenant's insurance and approved in writing by Owner.
- F. Only currently licensed passenger vehicles may be parked at the property and only parked in the spaces provided, if any. Improperly parked vehicles will be towed away at Tenant's expense. Non-passenger vehicles, campers, motorcycles, trailers, boats and etc. may be parked only with Owner's prior written permission and in compliance with local parking ordinances.

**LIABILITY:** Owner shall not be liable for any damage, loss or injury to persons or property occurring within the property except as specified by Florida Statute. Owner makes no representations of any kind to protect Tenant or anyone else or Tenant's property from criminal acts of others. Tenant is responsible for all insurance coverage on Tenant's personal property, and, with respect to Tenant's family, licensees and invitees, agrees to hold Owner harmless from any such liability.



**FIRE AND CASUALTY:** If the property herein becomes unoccupiable because of fire, explosion or other casualty, Owner may elect, within thirty (30) days, to make repairs or terminate this Agreement. If Owner elects to repair, Tenant shall have the option to terminate this Agreement or have rent abated from date of casualty to the date Tenant may re-occupy, provided that Tenant vacates during the repair period if required or necessary. Tenant's option does not apply if the casualty was due to Tenant's negligence.

**PROPERTY LISTED FOR SALE:** If property becomes listed for sale during the term of this Agreement, Tenant agrees to allow the property to be shown upon twenty-four (24) hours prior notice to Tenant. This paragraph has no other effect on the terms of this Agreement unless specified elsewhere herein.

**AGREEMENT ADDENDUM:** The following addendum(s) are attached and made part of this Agreement:  
( ) Pets, ( ) Move-In Acceptance, ( ) Other \_\_\_\_\_

**SPECIAL CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement is subject to all provisions stated above and applicable Florida Statutes and is duly executed by tenant and Owner.  
**READ BEFORE SIGNING.**

Date : 2/25/10

Tenant : *[Signature]* 2/25/10

Owner : *[Signature]* 2/25/10

Michael C Cappola  
PO Box 6605  
Key West FL  
33041  
305 74 78350

1109 Fleming

Account Management View (BROWSE) PENDINGS

Quick Info Account Details

**Service Location Info**

Account Number: 2160405 Occupant: 14 Name: BRENDA LEE DULEY Customer: 536470

Service Address: House #: 1109 Mod: Street: FLEMING ST Apt: Region:

City: KEY WEST State: FL Zip: 33040 Home phone: (305)766-9876

Ready

Service Summary (BROWSE) Service Details (BROWSE)

Main Detail Balances / Aging

**Billing Information**

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

Main Additional

**Service Information**

Service: E ELECTRIC  
 Location: I In City  
 Category: R RESIDENTIAL  
 Bill code: 110 RESIDENTIAL  
 Bill period: 1 MONTHLY BILLING  
 SIC code: 1 RESIDENTIAL

No units: 1  
 Start: 2010-05-03  
 Final:  
 Final pend:  
 Inactive from:  
 Inactive to:

**Disconnect**  
 Code: N  
 Reason: No  
 Date:  
 Reconnect:

**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: 0.00  
 Required: 0.00  
 To collect: 0.00

**Readings**

Last read: 2012-03-05  
 Last billed: 2012-03-09  
 Amount: 192.57  
 Last payment: 2012-03-21  
 Amount: 192.57  
 Due date: 2012-04-08

2100405-14

#536470

STANDARD RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made and entered into this 1<sup>st</sup> Day of May 2010 by and between Brenda Dubey hereinafter known as Tenant and Michael C. Coppola, hereinafter known as Owner. Tenant hereby offers to rent from Owner the property known as 1104 Fleming St City of Key West, County of Monroe, State of Florida under the following terms and conditions:

OTHER OCCUPANTS: Ed Whitens, Joseph & Kierska Dubey  
Only those adult persons whose names appear on this agreement and those children as indicated hereon may reside at the property. The rental property is to be occupied solely for the purpose of private housing.

TERMS: Commencing on 1<sup>st</sup> Day of May 2010; (on a month to month basis) and continuing concurrently for a period of 12 Months and 0 Days thereafter.

RENT: The monthly rent is \$1500 plus utilities as indicated elsewhere herein shall be received at Owner's Post Office Box Key West, FL 33041; on or before the 1<sup>st</sup> day of each month. TIME IS OF THE ESSENCE FOR THIS AGREEMENT. If rent is received at Owner's Post Office Box after the 1<sup>st</sup> day of the month (including weekends and holidays), a late charge based on an annualized rate of eighteen (18) percent will be due as additional rent. Owner reserves the right to refuse acceptance of rents three (3) days after Tenant is served with demand for rent or possession as provided in Florida Statutes. If Tenant's check is dishonored by Tenant Bank, a service fee of \$25.00 will be due as additional rent. Two dishonored checks will result in Owner requiring all future payment in the form of cashier's check or money order.

UTILITIES: Owner is not liable for failure to supply Tenant with utilities, or for interruption or malfunction of service due to any cause whatsoever unless specifically stipulated in the Special Conditions as part of this Agreement. The following indicated utilities and services are included in rent: (x) City charges for Sewer and Solid Waste, (x) Water, (x) Pest Control, ( ) Other Contracted for by Tenant (x) Electricity, (x) Cable, (x) Telephone, (x) Yard Maintenance, ( ) Other

SECURITY DEPOSIT: Tenant's Security deposit may not be construed or applied as rent, but as good faith deposit for Tenant's faithful fulfillment of each condition in this Agreement and as a contingency against any damage to the property caused by Tenant, Tenant's Family, Tenant's Pets or tenant's invitees. Damage includes but is not limited to any repair or cleaning costs incurred after Tenant vacates to return property to its original condition at move-in (as evidence by the Move-in Acceptance addendum to this Agreement), reasonable wear and tear excepted. Landlord pays  
owner to hold Security Deposit unrestricted

SECURITY DEPOSIT REFUND: After Tenant has given Owner proper notice and vacated the Property at the expiration of this Agreement, Owner shall have Fifteen (15) days to return said security deposit or to give Tenant written notice by certified mail at Tenant's last mailing address of Owner's intention to impose a claim hereon. The notice shall contain a statement in substantially the following form: "This is a notice of our intention to impose a claim for damages in the amount of \$--- (dollars) upon Tenant's security deposit. It is sent as required by section 83.49(3), Florida Statutes. Tenant is hereby notified that if Tenant disagrees with this deduction, Tenant must object in writing within Fifteen (15) days from the time Tenant receives this notice or Owner will be authorized to deduct the claim from Tenant's Security Deposit". Tenant's objection must be sent to Owner's Post Office Box. If either party institutes an action in a court of competent jurisdiction, with the original venue in Key West, Monroe County, Florida, to adjudicate a right to a security deposit or any other matter arising out of this Agreement, the prevailing party is entitled to receive court costs plus reasonable attorney fees. If Tenant notifies Owner of his/her desire to vacate property prior to the agreed term, the Security Deposit shall be applied as follows: (1<sup>st</sup>) To any unpaid rents due or accrued until a replacement Tenant suitable to Owner has paid rent; (2<sup>nd</sup>) To any damage/cleaning costs incurred to restore property to the original move-in condition, reasonable wear and tear excepted; and (3<sup>rd</sup>) To a fee of \$200.00 for Owner's rental expenses which include but are not limited to advertising, screening and showing costs. Any available balance in Tenant's security deposit account will then be refunded.

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PETS: No pets may be kept at the property without Owner's prior written consent.

RIGHT TO ENTER: Owner may enter the property at any time for the purpose of preservation of the property, or upon reasonable notice (twenty-four hours) to Tenant for the purpose of inspection, maintenance or repair, or as otherwise provided by the laws of the State of Florida.

REPAIR AND MAINTENANCE: Owner shall comply with applicable building, housing and health codes. Owner shall make reasonable provisions for the extermination of rats, mice and wood destroying organisms. Tenant shall be required to vacate the property for the purposes of extermination pursuant to this provision on seven (7) days written notice. When vacation of the property is required for such extermination, Owner shall not be liable for damage but shall abate the rent. Owner warrants that all appliances, mechanicals, etc. are in working order at move-in. Appliances, and air conditioning/heating (if applicable) shall be maintained by Owner, although Tenant shall pay for any re-air occasioned by Tenant's misuse or neglect. Tenant is responsible for all minor maintenance items, shall change air conditioner filters monthly or more often if necessary and shall use all fixtures and systems in the manner designed. Tenant shall be responsible for all drain and toilet blockages occasioned by Tenant's misuse, neglect or accident. Tenant is responsible for removal of trash and garbage for property. Damage to locks or lost keys will be repaired/replaced at Tenant's expense. It is Tenant's responsibility to report any drips, running water or any other maintenance issues. Any damage caused to the property by Tenant, Tenant's Family or Invitees, or tenant's pets whether by misuse, neglect or

**FIRE AND CASUALTY:** If the property herein becomes unoccupiable because of fire, explosion or other casualty, Owner may elect, within thirty (30) days, to make repairs or terminate this Agreement. If Owner elects to repair, Tenant shall have the option to terminate this Agreement or have rent abated from date of casualty to the date Tenant may re-occupy, provided that Tenant vacates during the repair period if required or necessary. Tenant's option does not apply if the casualty was due to Tenant's negligence.

**PROPERTY LISTED FOR SALE:** If property becomes listed for sale during the term of this Agreement, Tenant agrees to allow the property to be shown upon twenty-four (24) hours prior notice to Tenant. This paragraph has no other effect on the terms of this Agreement unless specified elsewhere herein.

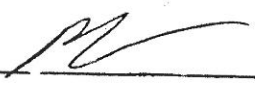
**AGREEMENT ADDENDUM** The following addendum(s) are attached and made part of this Agreement:  
 Pets,  Move-In Acceptance,  Other \_\_\_\_\_

**SPECIAL CONDITIONS:** Jack & Mike - dogs  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement is subject to all provisions stated above and applicable Florida Statutes and is duly executed by tenant and Owner.  
**READ BEFORE SIGNING.**

Date : May 2 2010

Tenant : Brenda Dudley      5/2/2010

Owner :       \_\_\_\_\_