

RESIDENTIAL LEASE AGREEMENT

550284

1. IDENTIFICATION OF PARTIES AND PREMISES This Agreement is made and entered into this 6th day of August, 2012, between the following named persons:

Chasley M. Platts and. Christina Y. Gartenmayer

(herein called "Tenants") William and Delaina Leird herein called "Landlord"). Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, the premises located at 3715 Donald Avenue, Key West Florida 33040 (herein called "the premises").

The premises shall be occupied only by the above mentioned Tenants and their minor children. Tenants shall use the premises for residential purposes only and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than ten days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.

2. INDIVIDUAL LIABILITY Each tenant who signs this Agreement, whether or not said person is or remains in possession, shall be jointly and severally liable for the full performance of each and every obligation of this agreement, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the premises regardless of whether such damages were caused by a Tenant or invitee of a Tenant.

3. TERM OF THE TENANCY The term of this Agreement shall commence on August 6th, 2012, and shall continue from that date for:

for a period of Six (6) months expiring on February 6th 2012

4. PAYMENT OF RENT Tenants shall pay Landlord rent of \$ 1750 per month, payable on the 1st day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent shall be paid by personal check, money order or cashier's check only, to Delaina and William Leird, at First state bank of the Florida Keys, A [REDACTED] or at such other place as Landlord shall designate from time to time.

5. LATE CHARGES AND RETURNED CHECKS If rent is paid after the 3rd day of the month, there will be a *bank assessed late fee*. If any check given by Tenants to Landlord for the payment of rent or for any other sum due under this Agreement is returned for insufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge of that equal to the bank fees that are incurred due to late fees/non payment.

6. FAILURE TO PAY As required by law, Tenants are hereby notified that a negative credit report reflecting on Tenants' credit history may be submitted to a credit reporting agency if Tenants fail to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

UTILITIES Tenants shall pay directly for all utilities, services and charges provided to the premises, including any and all deposits required.

CONDITION OF THE PREMISES Tenants agree to

- (i) properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises,
- (ii) maintain the premises in clean and sanitary condition, and upon termination of the tenancy, to surrender the premises to Landlord in the same condition as when Tenants first took occupancy, except for ordinary wear and tear,
- (iii) if the surrounding grounds are part of the premises and for exclusive use of Tenants, Tenants agree to irrigate and maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of

rubbish and weeds and trimming all grass and shrubbery as necessary to effect a neat and orderly appearance to the property.

(iv) notify Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the premises.

(v) reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Tenants or their guests or invitees.

HOLD HARMLESS Tenants expressly release Landlord from any and all liability for any damages or injury to Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents.

ADDITIONAL PROVISIONS (Specify "none" if there are no additional provisions)

At the end of the lease period (6) months, the home and property will be appraised so that the tenants can move forward with the home purchase process. If the home purchase is not able to be completed at that time the option for an extension of the lease will be discussed.

ENTIRE AGREEMENT This document constitutes the entire Agreement between the Tenants and Landlord. This agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

Delaina and William Leird 08/06/2012
Landlord/Owner(s) Date
Delaina Leird Delaina Leird
William Leird William Leird
Landlord/Owner (s) Street Address, City, State & ZIP
C. Santomyr Christina Gartenmayer 08/6/2012
Tenant Date
Tenant Chasley Platt 08/6/2012
Date



CONTRACT FOR SERVICE
UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
 Phone (305) 295-1000 Customer Service Fax (305) 295-1085

Account No. 545135012 Date: 8/14/2012 Customer No. 550284

Service Requested in the Name of CHASLEY MICHAEL PLATTS

Requested By: _____ SAME _____ Applicant is the: Owner Tenant

DL # [REDACTED] D.O.B. 1989-03-01

Address of Service: 3715 DONALD AVE APT , KEY WEST, FL 33040

Mailing Address: 3715 DONALD AVE , KEY WEST, FL 33040

E-mail Address _____ E-Bill/Paperless Bill Yes No

Contact Numbers: Phone: (925)216-2993 Fax: _____ Office: _____ Cell: _____

Service address is a: Business Residence Applicable Rate Schedule: ___110___

RESIDENTIAL HOUSEHOLD AFFIDAVIT: This is to certify that until the undersigned notifies KEYS in writing, the electrical service provided to the above referenced account is exempt from Florida's Sales Tax for the following reasons: (1) The electric service provided to this account will be used exclusively to service a residential household and the meter will not service any commercial or business activities. Commercial or business activities include, but are not limited to, rental operations that cater primarily to transient guests (hotel, motels and room rentals), the provisions of day care facilities, and the performance of any activity that is not residential in nature. (2) The electrical service provided to this account will be used exclusively to serve common areas of residential housing complexes, and the meter will not serve any commercial or business activities such as vending machines, coin operated laundry facilities, sewage/lift station equipment, or any activity that is not residential in nature. (3) The electric service provided to this account will be used exclusively to serve a residential model home. The meter will not serve any commercial activity such as a sales or business office, or any activity that is not residential in nature.
Customer Verification (Initial) C.M.P

Initial connect charge is \$40.00 and will be billed on the first statement billing to the customer. Photo copies of identification and proof of occupancy on file with KEYS.

Deposit Required WAIVED EDP _____ Start Date: 8/15/2012

I hereby acknowledge and agree this contract is made subject to the provisions of the Keys Energy Services Customer Service Policy Manual, which I have been provided, and incorporates such manual as part of this contract as it exists at the time of this contract and may be amended as per the last paragraph of said manual. I also acknowledge and agree that the undersigned, as a KEYS customer, shall be liable for all applicable sales tax.

Customer Signature [Signature] KEYS Representative GRASTE

Sworn and subscribed before me this _____ day of _____, _____.

Applicant is personally known _____ Applicant produced ID _____

Notary Public _____ State of _____ County of _____