RENTAL AGREEMENT

RENTAL AGREEMENT made between Roberts Row LLC (Shirrel and Diage Rhoades) [Landlord] and Rodrigo Alvarez, Kathleen Sefcik and Carrie Mcdearman [Tenants]. For good consideration it is agreed between the parties as follows:

1. Landlord hereby leases and rents to Tenant the premises described as follows:

[830 Olivia Street, Key West, FL 33040 [leased premises]]

2. The lease commences on September 1, 20011.

- 3. This Lease shall continue with no increases in rent until the house either is sold or foreclosed upon. We expect this to take one to two years, but it could be shorter (unlikely) or longer. But in either case, the Tenants will have a minimum of 60-days advanced notice. In addition, if there is an indefinite period of time beyond 60 days that the house could still be in Landlord's possession, Landlord will grant a significant decrease in rent as an incentive for Tenants to stay until the final conclusion.
- 4. Tenants shall pay Landlord the monthly rent of \$2,295, payable on the 1st of every month. Cash, or checks or money order payable to: Roberts Row LLC are to be delivered to Landlord at 914 Grinnell Street, Key West, FL 33040.
- 5. The Security Deposit of half of one month's rent—\$1,150—is reduced to \$750 as the tenants have agreed to do any additional cleaning themselves (since the landlord had been prepared to have a professional cleaning of the house, including the rugs and sofa).
- 6. The tenants will be responsible for: Sewer & Garbage, Electric, Water, Propane, plus whatever cable and internet service they may want; and they will make arrangements for all to be put into their names by September 1, 2011. (Currently, we pay COD for propane on a call-when-needed basis.)
- 7. The furnishings include:
 - King-size Bed, with a new mattress pad, and 2 new pillows
 - Low chest (the width of the king-size bed, with 2 drawers)
 - Futon on platform upstairs
 - Large area run upstairs
 - Sofa, with rug, coffee table and 2 small end tables in the living room
 - Large blue and yellow horse print on wall over the sofa.
 - Small microwave
 - Table and 4 chairs in the dining room
 - Plus possible additional items/pieces such as another chair for the living room, etc., as available (and IF the Tenants want them).

8. Tenants further agree that:

- A] Upon the expiration of the lease they will return possession of the leased premises in its present condition, reasonable wear and tear (fire casualty excepted). Tenant shall commit no waste to the leased premises.
- o B] They shall not assign or sub-let, or allow any other person to occupy the leased premises, without Landlord's prior written consent.
- o C] They shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.
- o D] They shall comply with all building, zoning, and health codes and other applicable laws for said leased premises.

o E] This lease shall be binding upon and inure the benefit of the parties, their successors, assigns, and personal representatives.

9. Additional Lease terms:

- First and last month's rent along with the security deposit are due in advance of occupancy.
- Upon signing of the lease: First month's rent-\$2,295 plus half of the deposit (\$325)—for a total of \$2,620 will be paid.
- The same amount—\$2,620— will be due on September 1 (last month's rent and balance of deposit).
- Subsequent rent payments are due on the 1st of the month. After 3 days (the 4th of any given month,) there will be a \$25 late charge for rent not yet paid, and a \$5-a-day charge for every day thereafter that the rent is not paid.
- Tenants may have pets.
- Landlord will pay for 1 quart of whatever color paint the Tenants may want if they choose to repaint the green wall in the dining room.

Sent via email this 11th day of August, 2011

Diane Brady Rhoades [Landlord] Date	Shirrel Rhoades [Landlord] Date
Rodrigo Alvarez [Tenant] Date	Kathleen Sefcik [Tenant] Date
Carrie McDearman [Tenant] Date	•





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Name & Address

Title MGRM

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