



OAK TREE PARK APARTMENTS

A Stokes Ventures, Inc. Property

UNIT _____
 HOME _____
 WORK _____

This rental agreement made this _____ day of _____ 2008, between Stokes Ventures, Inc., a Florida Corporation dba Oak Tree Park Apartments known hereinafter as the Landlord, and _____ known hereinafter as the Tenant. Tenant agrees to rent the premises located at _____ under the following terms and conditions:

Term Of Tenancy: The initial term of this Agreement shall begin _____ and end on _____.

Fees & Security/Damage Deposit: The Reservation Fee shall be transferred to cover the following non-refundable fees and Security/Damage Deposit.

Security/Damage Deposit	\$ _____
Non-refundable premises cleaning fee (est.)*	\$ _____
Non-refundable carpet cleaning fee (est.)*	\$ _____
Non-refundable pro-rated painting fee	\$ _____
TOTAL	\$ _____

* If the actual cost of cleaning exceeds the estimated fee, the excess shall be deducted from the Security/Damage Deposit.

Security/Damage Deposit: Tenant's Security/Damage Deposit in the amount of \$ _____ will be deposited into a non-interest bearing account with Compass Bank, Fort Walton Beach, Florida. Security/Damage Deposit will be refunded by check mailed to the last known mailing address within fifteen (15) days if no claim is made against the Deposit. The check will be made out jointly to all names on the rental agreement. The Security/Damage Deposit will be forfeited as liquidated damages in the event of Tenant's default, or breach of any part of this rental agreement. Security/Damage Deposit shall not be applied towards last month's rent. Landlord is required by section 83.49 (3) of the Florida Residential Landlord and Tenant Act to provide the following:

Upon the vacating of the premises for termination of the lease, The Landlord shall have fifteen (15) days to return the Security/Damage Deposit or if Landlord intends to impose a claim then Landlord has 30 days in which to give the Tenant written notice by Certified Mail of his intentions to impose a claim thereon. The notice shall be sent to the Tenant's last known mailing address. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon your Security/Damage Deposit, due to _____. It is sent to you as required by s. 83.49 (3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your Security/Damage Deposit within fifteen (15) days from the time you receive this notice, or I will be authorized to deduct my claim from your Deposit. Your objection must be sent to Oak Tree Park Apartments, P.O. Box 656, Fort Walton Beach, FL 32549.

Monthly Rental Rate: Tenants agree to rent the premises for the sum of \$ _____ per month payable in advance. The first month's prorated rent is \$ _____.

Rental Payment Due Date: The due date for the rent owing under this rental agreement is the first day of every calendar month.

Late Fees: Tenant agrees to pay a late fee of \$25.00 if rent is more than 5 days past due an additional late fee of \$25.00 if rent is more than 10 days past due.

Forms of Rental Payments: Tenants agree to pay rent in the form of cash, personal check from tenant's personal account, cashier's check, or money order. No third party checks (except bill payment services) will be accepted as payment in connection with this agreement. If you have past-due rent (10 days or more past due), no personal checks will be accepted until the account is up to date. All payments made on a past-due account must be in the form of cash, cashier's check or money order. Rent payments may be mailed to Stokes Ventures, Inc., P.O. Box 656, Fort Walton Beach, FL 32549, dropped off in person at 9 Miracle Strip Pkwy SW, Fort Walton Beach, FL, or dropped in the Oak Tree Park Apartments office door slot.

Worthless Check Policy: If for any reason a Tenant's check is dishonored by their bank, Tenants will pay a worthless check service charge of \$40.00 and any other charges and penalties provided for in the Florida Statutes. Landlord will not redeposit a Tenant's dishonored check. After the first time that a Tenant's check is dishonored, Tenants must thereafter pay all payments in the form of cash, cashier's check, or money order. If a check is returned, the rent is automatically considered late and any late charges will then apply. Tenant agrees to pay all postage and Certified Mail Fees associated with NSF notices.

Vacating Premises at End of Tenancy: At the expiration of this rental agreement, Tenant agrees to surrender the premises in a clean, well-maintained condition, ordinary fair wear and tear accepted, and to return all keys to the Landlord prior to 5:00 pm on the final day of occupancy. Tenants will remove all rubbish and garbage and insure that all appliances, electrical and plumbing systems are in good working condition. Tenant shall bring the unit back into the original condition at the time he/she took possession of the premises. Tenant will also be billed for a plumber, if necessary, for a period of five (5) days after vacating premises.

Keys: Tenants agree to return all keys upon termination of this rental agreement, or pay the necessary cost of re-keying or replacement of locksets upon vacating the premises. Tenants may not change, re-key or add locks to the premises without the Landlord's written consent. There will be a **\$25.00** replacement fee for unreturned keys. Tenant will also be responsible for the cost of the change of any lock/deadbolt if keys are not returned.

Holdover by Tenants: In the event that Tenants fail to return all keys, and vacate the premises on or before the expiration of their rental agreement, Tenants agree to pay Landlord twice their monthly rental rate until they vacate the premises.

Occupancy of the Premises: The total number persons agreed to occupy this unit is _____, being _____ adults and _____ child(ren). Only the Tenants named as parties to this rental agreement, and their minor children who are under the Tenant's legal guardianship will have the right to take possession and occupy the premises. Any persons occupying the premises as a guest for more than seven (7) consecutive days will be treated as guests only if the Tenant has the Landlord's written permission. Otherwise, the occupancy of the premises by an unauthorized guest in excess of seven (7) consecutive days will be a breach of the rental agreement and grounds for eviction. *NOTE: Only two (2) people are allowed to occupy a one-bedroom unit and only four (4) people are allowed to occupy a two-bedroom unit.*

Use of Premises: The premises shall be used as a private dwelling unit and for no other purposes to include any type of day care or child sitting service. Tenants agree to abide by all government laws, orders and regulations and shall comply with all obligations imposed upon tenants by applicable provisions of building, housing and health codes and avoid disruptive behavior or conduct. Tenants shall not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the Landlord nor permit any person to do so. Tenants agree not to use, keep or store dangerous, toxic, explosive or hazardous materials on the premises. Tenants agree to keep the part of the premises, which he/she occupies and uses, in a clean and sanitary condition, including keeping breezeways free of household clutter. Trash or household items shall not be stored outside your unit. Tenants shall conduct themselves and require other persons on the premises to conduct themselves in a manner that does not unreasonably disturb the neighbors or constitute a breach of the peace and quiet. Tenants shall use special care in adjusting the volume of his/her stereo, TV, radio or musical instruments so as not to infringe upon the natural sound barrier provided by the construction of the building. No loud music that will disturb others is allowed at any time. Tenants shall remove all garbage from the premises in a clean and sanitary manner. Areas under the stairwells or the balconies shall not be used for storage of any kind. No adults or children shall play on the stairs or stand, sit, or walk on the air conditioner units. Landlord will NOT accept responsibility for injuries or damages resulting from Tenants, Tenants family, guests or invitees playing on stairs, balconies, stair rails, or air conditioning units. Reasonable care is expected around landscaped areas, trees and shrubs. Trees are not to be used for climbing.

AC/Heating Unit: Tenant agrees to change the AC/Heating filter on a monthly basis. Should the AC/Heating unit require servicing and it is determined that the source of the problem is due to the tenant's failure to change the AC/Heating filter as required, then the cost of the service call and any related repairs shall be billed back to the tenant.

Garbage: Landlord provides garbage dumpsters for the benefit of the tenants. Tenants agree to dispose of all garbage **INSIDE** the dumpster. No Tenant, Tenant's family, guests or invitees shall leave garbage, furniture, mattresses, etc outside the dumpsters. It is the Tenant's responsibility to see that all garbage is disposed inside the dumpster and that any large items to be disposed of are taken to the Waste Management Site at 108 Hill Avenue, Fort Walton Beach, Florida. When furniture, garbage, mattresses, etc. are left outside the dumpster, the County DEP Officer will give citations to the guilty party.

Parking: Tenants agree to park only in the designated parking areas. Parking areas are on a first-come first-serve basis. All parking areas are designated for properly registered and insured automobiles and small, non-commercial trucks. No parking is allowed on the grass. No boats, recreational vehicles, motor homes, travel trailers or disassembled vehicles are allowed to be parked anywhere on the premises. Tenants are not authorized to repair or disassemble vehicles on the premises. No changing oil is allowed in the parking lot or on the premises. Vehicle washing is permitted for tenants only. For security reasons, Tenants must advise Landlord of all vehicles to be parked and/or used by Tenants. Parking permits will be issued for all automobiles that are properly registered to the tenant.

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Color</u>	<u>License Plate Number</u>	<u>State</u>	<u>Permit #</u>

Maintenance: Tenants have inspected the premises and accept the condition of the premises as is. Tenants agree to maintain the premises in a clean, sanitary and habitable condition throughout their tenancy. Tenant agrees to operate and use all electrical, plumbing, heating/cooling systems, appliances and other equipment in a reasonable and safe manner. In the event that Tenants or Tenant's family, guests or invitees cause damage to the premises, Tenant agrees to pay the expenses for repairing the damage. Tenants shall be responsible for miscellaneous plumbing and mechanical problems due to Tenant's carelessness and/or neglect. (not caused by equipment malfunction), to include clogging of sinks, toilets, garbage disposals, etc. Tenant shall keep all plumbing fixtures in the unit or used by the tenant in a clean and sanitary condition and in repair. Landlord agrees to keep the premises in good condition and repair the following as long as failure was not through fault or neglect of the Tenant: heating and cooling system and major appliances. Tenant agrees to keep window treatments uniform (white blinds on outside of all windows) and in good condition. Tenants agree to keep windows closed when not at home to prevent water damage from rain blowing in during hard rains. The Landlord agrees to keep the exterior part of the building on premises, except any glass, in good repair at Landlord's expense.

Tenant Maintenance Requests: Tenants are not authorized to make repairs to the premises. Tenants must call the Landlord at 850-862-5200 or 850-664-2220 and leave a detailed message outlining the repairs that need to be made. Upon notification, Landlord will respond immediately to repairs that Landlord deems to be emergencies, and within 24 hours for repairs that the Landlord deems to be non-emergency. A Tenant's maintenance request is deemed to constitute permission for the Landlord, the Landlord's employees or contracted repairmen to enter the premises for the purpose of making the requested repairs.

Landlord's Notifications of Needed Repairs: Tenants agree to notify the Landlord immediately upon discovering the first signs of needed repairs such as roof leaks, water line leaks, water intrusion, wet carpets, buckling floors, drain stoppages, mushy drywall, water stains on ceilings and walls, broken door and window locks and any other needed repairs. Tenants agree to report to Landlord any acts of vandalism to the premises.

Lock Out: In case of lock out during regular business hours of Monday – Thursday, 8:00 am – 6:00 pm, and Friday, 8:00 am – 12:00 noon, the Tenants will be required to pay a \$10.00 charge to have the Landlord open the unit. In case of lock out after regular business hours or legal holidays, the Tenant will be required to pay a \$20.00 charge to have the Landlord open the unit. If Landlord cannot be contacted, Tenant is responsible for obtaining and paying for a locksmith to open the unit. Under no circumstances shall the Tenant change locks to the unit.

Casualty Damage to the Premises: In the event of fire or other casualty, Tenants agree to immediately notify the Landlord. If the premises are partially destroyed by fire or any other casualty not attributable to the negligence or carelessness of Tenant or Tenant's family, guests or invitees, the premises shall be promptly restored and repaired by Landlord and any rent for the period that the premises are uninhabitable will be abated, unless Landlord provides Tenant with suitable alternate living space, in which event rent will not be abated. This rental agreement may be terminated by either Landlord or Tenant, if the premises are substantially destroyed, notwithstanding the foregoing, it is expressly understood and agreed that Tenant will not be excused from paying rent if the damage or destruction to the premises is the result of, or in any way attributable to the negligence or carelessness of Tenants, Tenant's family, guests or invitees, and Tenant shall be charged for the cost of any repairs or clean-up attributable to Tenant's carelessness or negligence.

Renters Insurance: Stokes Ventures insurance policy does not insure Tenant's personal belongings from theft or damage. Tenants are encouraged to purchase renters insurance. If a tenant uses a floatation bedding system (waterbed) in the premises, provided that the floatation bedding system does not violate applicable building codes, landlord requires Tenant to carry in the Landlord's name, floatation insurance as is standard in the industry in an amount deemed reasonable to protect the Tenant and Landlord against personal injury and property damage on the premises. The policy shall carry a loss payable clause to the Owner of the premises. Proof of insurance must be given to Landlord and must be in effect prior to occupancy of the premises.

No Smoking Allowed Inside the Unit: Due to the increased risk of fire, and the known health effects of secondhand smoke, Tenants, Tenant's family, guests or invitees are prohibited from smoking inside the unit. If you or your family, guests, or invitees smoke, please do it outside the unit and dispose of all cigarette butts in a clean and sanitary manner. Do not discard the cigarette butts on the ground, on the sidewalk, in the parking lot or in the breezeways.

No Pets Allowed on the Premises: Neither Tenants, Tenant's family, guests or invitees are allowed to keep or bring any pets onto the premises.

Assignment and Subletting: Tenants agree not to allow sharing of the premises, nor to assign, sublet or transfer any part of their interest in the premises without written consent of the Landlord.

Utilities: Tenant agrees to pay for all services and utilities including any connection fees and deposits required to activate service with the exception of the following: Landlord agrees to pay for garbage service. Tenants shall not terminate power and water services for a period of five (5) business days after vacating the premises unless other arrangements are made with the Landlord in advance. Failure to do so will result in the service charge for turning on said utilities to be deducted from the Security/Damage Deposit.

Satellite Dishes and Antennas: Tenants are not allowed to install, erect, or attach anywhere on the building or premises any type of satellite dish or antenna.

Landlord's Right to Enter Premises: Landlord, Landlord's authorized agent and employees, with proper notice, have the right to enter the premises for inspection, pest control, maintenance and repairs during reasonable hours as provided by Florida Statutes, and to show the premises to prospective buyers, mortgagees and tenants. In the event of an emergency, Landlord, Landlord's authorized agent and employees have the right to enter the premises at any time. Landlord shall not abuse the right of access nor use it to harass the Tenants.

Radon Gas: Landlord is required by section 404.056(5) of the Florida Statutes to include the following: 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 public health unit.

Jury Trial Waiver: Tenants and Landlord waive their right to demand a jury trial to settle any lawsuits that may rise between them.

Attorney Fees: Tenants agree to be responsible for all costs and reasonable attorney fees incurred by the Landlord to enforce the terms and conditions of this rental agreement, whether or not a lawsuit is filed.

Default by Tenants: Tenant will be in default of their rental agreement when they fail to pay their rental payment when due, or violate any conditions of their agreement, or fail to comply with any federal and state statutes, or any city or county ordinances. Tenants will be in default in the event that Tenants or Tenant's family, guests or invitees are engaged in any type of drug or criminal activity on the premises. Tenant's failure to move into the premises, or Tenant's eviction, abandonment or surrender of the premises, constitutes a default by the tenant. Upon default, rent due for the remaining term of this rental agreement will be accelerated and Tenant will owe the remaining rent and any damages. The Landlord's retaking of possession of the premises does not constitute a rescission of this rental agreement.

Notices to Landlord: All notices to the Landlord must be made in writing and mailed to Stokes Ventures, Inc., P.O. Box 656, Fort Walton Beach, FL 32549, hand delivered to Oak Tree Park Apartments office door slot or hand delivered to 9 Miracle Strip Pkwy SW, Fort Walton Beach.

Indemnification: Tenants agree to indemnify and hold harmless the Landlord, the Landlord's agent and employees from and against any claim, loss, expense or damage to any person or property in or upon the premises or any area allocated to be used by Tenants, Tenant family, guest and invitees arising out of the Tenant's use or occupancy of such premises, or any act of neglect of Tenant or his invitees, or any change or alteration made by Tenant in the premises. Tenants are responsible for the safety of their family, guests and invitees. Landlord will not be liable for any personal injury or property damage to Tenants, Tenant's family, guests and invitees regardless of how such injury or damage is caused, whether from action or inaction or acts of negligence of Landlord, or occupants of adjacent rental units.

Abandoned Vehicles: Tenant authorizes Landlord to tow or remove any vehicles abandoned on the premises by the Tenants or Tenant's family, guests or invitees.

Mold and Mildew: Tenants acknowledge that the rental unit is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the premises to retard and prevent the growth of mold and mildew. Tenants agree to be responsible for properly ventilating and dehumidifying the premises and contents to retard and prevent the growth of mold and mildew and that the Landlord will not be responsible for damage to the premises or the personal property of the tenants for damages caused by mold and mildew.

Alterations to the Premises: Tenants are not authorized to make any alterations or improvements in or to the premises including, paint and wallpaper.

Security: Landlord does not provide security services for Tenant's protection, or for the protection of Tenant's property. Tenants must look solely to public law enforcement agencies for such protection. Landlord will not be liable for failure to provide security services to protect Tenants, Tenant's family, guests or invitees, or Tenant's property from the criminal or wrongful acts of others. Landlord is not liable for any personal injury to Tenants, Tenant's family, guests or invitees or damage or loss to Tenant's property, including but not limited to any injury, loss or damage caused by burglar, assault, vandalism, theft or any other crimes. All personal property placed or kept in the premises, or in any storage room or space, or anywhere on the adjacent property of Landlord, shall be at Tenant's sole risk and Landlord shall not be liable for any damages to, or loss of, such property.

Upkeep of Grounds: It is agreed that the Landlord will pay for all expenses in connection with the upkeep of the grounds including all water used for irrigation purposes.

Laundry Rooms: The Landlord has provided coin-operated laundry facilities for the benefit of the Tenants. Tenants agree not to abuse or misuse the laundry facilities. Landlord is not responsible for any items left unattended in the laundry facilities. The laundry facilities are for the use of Tenants and their families only. All others will be considered to be trespassing and authorities will be notified.

Termination of Rental Agreement: If Tenants abandon or vacate the premises, or terminate their tenancy prior to the expiration of their rental agreement, the Landlord's remedies shall be as broad as permitted under Florida Statutes, and shall include, without limitation, the right to cancel this rental agreement, reserving the right to collect any unpaid rent and charges for damages to the premises, or the right to accelerate the entire unpaid balance of rent owed for the remaining term of the rental agreement. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rents and charges for damages, or the Landlord's right to avail itself of any remedy allowed by Florida Statutes.

Termination of Rental Agreement by a Servicemember: (as recorded in s. 83.682 of the Florida Statutes)

1. Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:
 - a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
 - b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
 - c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
 - d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
 - e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
 - f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
2. The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.
3. In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.
4. Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.
5. The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Fixtures: The following checked items are designated as fixtures and are part of the premises. These are personal property of the Landlord and may be used by the Tenants at the discretion of the Landlord. Tenants agree not to abuse these items or remove them from the premises and Tenant is responsible for any repairs resulting from their use other than normal wear and tear.

_____ Light Fixtures _____ Range _____ Refrigerator _____ Dishwasher
_____ Garbage Disposal _____ Central Heat/Air _____ Blinds _____ Ceiling Fans

Tenant's Abandoned Personal Property: Landlord is required by section 83.67 of the Florida Residential Landlord and Tenant Act to include the following: BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Acknowledgement: Tenants hereby acknowledge that they have read this entire rental agreement, understand it, agree to it, and have been given a copy of it.

IN WITNESS WHEREOF, Landlord and Tenants have signed this rental agreement on the _____ day of _____, 2008.

Landlord
James R. Stokes (or authorized agent)
Stokes Ventures, Inc.

Tenant

Tenant

Witness

Witness

Witness

Witness