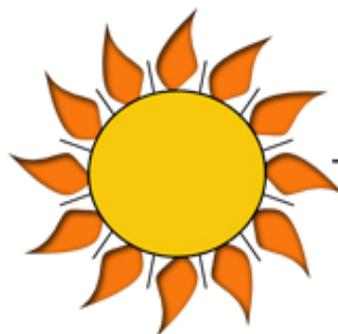


Sunshine Rentals & Property Management

TENANT HANDBOOK

3409 Del Prado Blvd. Suite 101
Cape Coral, Fl 33904



Sunshine Rentals & Property Management

WELCOME HOME!

Thank you for choosing Sunshine Rentals and Property Management to take care of your housing needs.

THIS HANDBOOK IS PART OF YOUR LEASE AND IS A LEGALLY BINDING DOCUMENT.

This handbook outlines your responsibilities as a tenant, and our responsibilities as agents for the owner. Please read it carefully and keep it in a convenient place where you can refer to it periodically.

Should you have any questions, please feel free to contact us.

Laura Schuette, Property Manager
Rentals@SunshineRentals-LeeCounty.com

3409 Del Prado Blvd. Suite 101
Cape Coral, Fl 33904
Office: 239. 541.5570 Fax: 239.542.5778

GENERAL RULES AND REGULATIONS

RENTAL HOME

Please treat it as your own. During the term of your lease, you are in possession of the house and yard. Your obligations are similar to those as if you owned the property.

RENT PAYMENTS

All rents are due and payable by the **1st of the month**. Monthly reminders will not be sent. Payment can be made by certified check or money order. **WE DO NOT ACCEPT PERSONAL CHECKS OR CASH.** You may mail or bring the payment to our office located at 3409 Del Prado Blvd. Suite 101, Cape Coral, Fl 33904.

You may bring your payment to our office during normal business hours or there is a drop box located by the front door for your convenience. Rents not paid by the 3rd of the month will be considered delinquent and subject to late fees and possibly posting fees. **All late rents must include any additional fees and be paid with a certified check or money order.** If a “3-day Notice to Vacate for Non-Payment of Rent” is posted on your door, you are subject to **\$50.00 as additional rent.**

The owners of your property depend on your rent to keep their mortgage current, and they appreciate your rent being paid in a timely manner.

PHONE NUMBERS AND E-MAIL

All residents are required to provide to Management all current working numbers for home, work, and cell phones in addition to e-mail addresses. It is your obligation to notify the office if anything has changed. Should you change jobs during the term of your lease, you are to provide that number promptly. This allows us to contact you quickly in the event of an emergency at the property.

DEFAULT OF MONTHLY RENTAL PAYMENT

If your rent is late and you are posted with a “**3-Day Notice to Vacate for Non-Payment**”, you can be subject to eviction proceedings. If it is not paid with all late and posting fees by the 3rd business day from the date of the notice, your lease and rental agreement can be cancelled and cause for demand of all monies due. You can be responsible for attorney fees, court costs, legal, and collection fees incurred by efforts to collect the rent due. All unpaid charges will be considered additional rent. Should you attempt to pay the rent while legal action is in progress, acceptance of rent will not necessarily stop the legal proceedings. A separate agreement must be reached if legal action is to be put on hold.

NOTICE OF NON-COMPLIANCE

If you violate any terms of your lease, you may receive a “7-Day Notice of Non-Compliance” posted to your front door. You will have 7 days from the notice posting date, to correct the problem. You will be posted for overgrown grass/flowerbeds, green pool, parking on the grass, illegal or inoperable vehicles, unauthorized guest, illegal pets, damage to the home, oil stains, etc. **In addition to posting this notice on your door, you will be charged a \$50.00 posting fee.**

NOTICE TO VACATE

A 30-day written notice to vacate is required unless your lease states otherwise. The written notice is required even if you intend to vacate at the end of your lease term. The notice should state a definite move-out date. Should you need additional days after your move-out date, please contact the office for additional instructions. If you are active military, please refer to your lease for additional information.

TENANT VACATING AGREEMENT (OTHER TENANT(S) REMAINING)

Should a tenant vacate, with another tenant(s) remaining, and wants to be released from the lease, there will be a \$200.00 payment from the tenant for that consideration and a signed agreement.

BREAKING YOUR LEASE

Breaking your lease does not release you from your obligations to your lease. You are responsible for all future rents until the property is leased and you are can be subject to any charges incurred to ready the property for future use.

KEYS AND LOCKS

Keys are issued at the time of possession and when all rents, deposits and fees are paid in full. Alterations or replacement of locks, bolts, chains or any other types of locking mechanisms requires the approval of the management. Management must have a key to each lock on file. Should management not be able to gain access to the property due to locks being changed without prior approval, management may gain access and re-key all locks and charge the cost to the tenant. That charge will be considered additional rent. Copies of keys will be available at the office during normal business hours. Should you lose your keys or lock yourself out of your home, an additional key is available for you to borrow during normal business hours. **Identification is required.** There will be a **\$25.00 charge** to you if you do not return the key within 24 hours and a **\$50.00 charge** if we have to provide you a key after hours. Payment is expected when the key is picked up from the office. Unless prior arrangements are made, keys will not be delivered to your home. A **\$75 trip fee** will be charged for delivery of key and it must be returned within 24 hours. ALL keys are to be turned into the office when the property is vacated.

TRASH, GARBAGE AND RECYCLING

All trash, garbage and recycling material must be placed in the appropriate containers. The City of Cape Coral provides one trash can and one recycling can for each property. All containers must be discreetly stored until trash day. Empty containers must be put away the same day they are put out. If your trash is not picked up for whatever reason, you are responsible to see that it is in a timely manner. This is a city ordinance and code compliance has the ability to ticket violators.

DISTURBANCES, NOISE AND NUISANCE

All residents and guests are expected to conduct themselves in a way that will not offend or disturb their neighbors. Any activity that causes extreme or excessive noise, traffic or disturbance of any kind is subject to eviction.

PARKING/VEHICLES

All vehicles shall be parked in designated areas (garages, drive-ways parking lots, etc) or on a public street where allowed. You are not allowed to park on the lawn, sidewalk, or any other area not designated for parking. All vehicles must be registered, licensed and operable at all times. No vehicle repairs are allowed at any time. You are responsible for any oil/fluid stains that penetrate the garage floor or driveway. If your vehicle leaks fluids, please place a protective covering pan under it to catch the leaks.

GUESTS

Any person(s) staying more than three weeks in a three month period will be considered Tenants; unless prior written approval is obtained from Management. Only listed person on the rental application and lease have permission to occupy the premises. You will be responsible for the behavior of your guests.

PETS

No pets are allowed on the premises unless you have had prior written approval and have paid an additional security deposit. You are responsible for your pet(s) at all times and the management and owner does not assume responsibility or liability for the actions of your pet(s). Illegal pets on the premises are subject to additional pet fees and/or termination of your lease. Permission to have your pet on the premises may be revoked at any time without terminating your lease agreement. Pets considered dangerous are not allowed. Please contact the management office for additional information pertaining to these animals. You will be charged for spraying the premises for fleas, ticks, etc. inside and out when you vacate. You will be responsible for any damage to the property caused by your pet(s) and that cost will be deducted out of your security deposit.

INSURANCE

It is strongly urged that you obtain renter's insurance for your personal belongings. They are not covered under the owner's hazard insurance policy.

EMERGENCY MAINTENANCE/REPAIRS

An emergency exists when danger is imminent or property damage has occurred or is about to occur. It is your responsibility to report that danger immediately to the office. **If the emergency is after hours, please call 239.541.5570.** Please provide a working phone number that does not have a block, your address and the nature of the call. We will return your call promptly. **If the emergency is during normal business hours Monday through Friday, you are to call the main office number 239.541.5570. If the emergency involves a fire or similar emergency, call 911 first, then the property management office.**

MAINTENANCE REQUESTS

We will be sending you a link to your tenant portal. **All maintenance requests must be submitted through this portal.**

Tenant shall pay the first \$50.00 of any repair requests.

Management will only accept repair requests in writing, by fax, email, mail or you may stop by the office to fill out a request form. Be specific and detailed about the problem. You will receive confirmation in a reasonable amount of time if you faxed or emailed your request. All repairs (except for emergencies) will be handled in order of severity and urgency. Repairs are done during normal business hours. Contractors will not come after business hours nor work around your schedule. Do not deny the contractor access. Should your maintenance request be an issue that is under warranty with a builder, the builder will be scheduling a time with their contractors. We ask that you be patient since warranty repairs are out of our control. **Only emergency repairs will be handled on weekend, holidays and after hours.**

Should you discover a leak, to prevent further damage it is your responsibility to stop the water source immediately, if possible. Find the water cut-off valve and shut it off. Should there be a leak under a sink, put a bucket there to prevent damage to the cabinet. If the toilet is leaking at the base, put a towel around it to prevent the water from spreading. It will be up to you to make every effort to prevent further damage until the repair can be made.

Should you receive damage from a storm, please contact the office immediately. Storm damage repairs are done in order of severity. Please be patient as the work required may involve the homeowner's insurance company and multiple bids.

INSPECTIONS

Periodic inspections may be conducted to the property you are residing in at the sole discretion of Management. You will be notified by a notice in the mail of this inspection and what day it will be performed. We cannot give you a specific time when we will be there and you need not be present for this inspection. ALL properties will be inspected regardless. We cannot change the time or date of your inspection due to the volume of properties we go to. We ask for your cooperation and to restrain your pets. If you have changed the locks (without authorization), you are required to provide the office with a key immediately. You will be notified of any problems that will need to be corrected and you will have 7 days to remedy them. Any breach not corrected will be addressed as per your rental agreement.

MOVE-IN INSPECTION REPORT

Included in your move-in packet is the Tenant Move-In Report. Management provides this report so that you can note the condition of the property, listing all defects. Please fill this report out completely and thoroughly and return it to the office within 7 days. This same report will be used for comparison at the time you vacate the premises. Failure to return the report will indicate to management that you found the property to be in acceptable condition and any defects brought to our attention after the 7 day period will be considered your responsibility. NO exceptions will be made.

MOVING OUT

PUT IT IN WRITING! Before your notice to vacate is accepted by Management, it must be put in writing. The notice must include the date you plan on vacating the property, your forwarding address, the date the notice is written, your name and the property address. Your notice must be received by management at least 30 days prior to move-out. Absolutely no verbal notices will be accepted regardless of the circumstances.

MARKETING THE HOME

After you have given notice to vacate, the property may be listed for sale or rent. A sign will be placed in the yard and an inspection will be performed by Management to determine the condition of the property. Recommendations may be made to you regarding the condition and presentation for showings. There will be possible showings with a 12 hour notice to you by phone at your home or work place. Should there be no answer nor answering device, the attempted call will be considered sufficient notice. The property must be available to show and in good condition. Inconvenience, out of town guests, and no one home are not acceptable reasons to reschedule. Showings will be between 9 am and 5 pm during weekdays for rental only. Sales agents will schedule with you for a showing any day of the week with sufficient notice. With your cooperation and the home in acceptable condition, chances are it will lease or sell quickly.

DAY OF THE MOVE-OUT

ALL keys and /or garage remotes are to be turned in to the office by the last day of your move out notice. If keys and/or remotes are not turned in, you can be charged rent for the time you have them or for a re-key and replacement of the remotes. If you did not provide a forwarding address with your notice, you are to provide it when you turn in your keys. Your electric is to remain on for an additional 3 days in order for Management to do an inspection and take care of any repairs and/or clean-up that could be your responsibility.

MOVE-OUT INSPECTIONS

All inspections will be conducted during normal business hours. No inspections will be performed on weekends, evenings, or holidays. If you have not completely vacated the premises by your move-out date, an

inspection will not be done and you can be subject to rent until you are completely out. **Move-out inspections will not be performed with the tenant present.**

CLEANING

You are to leave the property clean, the yard mowed, edged and weeded, mulch replaced, all trash hauled off, nail and screw holes filled in with spackling and returned to their original condition, lanai and/or pool clean and clear pool filter clean and/or replaced and the garage swept out and walkways/entry clean. The carpets and tile grout will be professionally cleaned by a preferred vendor of management company and deducted from your security deposit. Please refer to your cleaning guideline for additional information.

CLEANING GUIDELINES FOR MOVING OUT

- Clean all cobwebs, insects, and mildew and dust from the exterior of home.
- Clean all fans and all light fixtures throughout the house. Replace non working bulbs and use decorative and spot light bulbs where required. Use only 60 watt unless otherwise stated.
- Clean all A/C vents, and bathroom vent fans.
- Replace A/C filter(s).
- Clean all interior doors, walls, light switch and outlet covers, baseboards and plant shelves.
- Clean blinds, verticals, windows, window sills/sashes, storm windows, sliders and tracks. Slider tracks must be clean and free of debris and must move freely. Check for any torn or missing screens and/or broken windows that may need repair.
- Clean exterior and interior of all kitchen and bathroom cabinets, counter tops and drawers.
- Clean all appliances inside and out. Refrigerator and Stove must be pulled out and cleaned underneath and behind. Stove pans must be replaced should you have burners.
- Clean vent hood and filter.
- Clean all bathrooms thoroughly. Remove soap scum, mildew and/or mold from tubs, showers, and glass doors. **Replace all toilet seats.**
- Fill all nail/screw holes with spackling. **DO NOT PAINT!** Remove all stickers on the walls, ceilings, windows and woodwork. Walls and woodwork that are beyond normal wear and tear, have excess spackling, mismatched paint will result in an expense to you. This includes smoke residue.
- Mop all floors where appropriate. All carpets must be professionally cleaned once the house is vacant and a receipt must be provided to the management company. If the management company deems the carpet to be unsatisfactory after the cleaning has been done, it will be redone at your expense with a professional company of the management's choice.
- Pet Owners: the house and yard must be professionally treated for flea and ticks. A receipt must be provided to the management company. The yard must be free from all animal waste.
- Provide SR & PM with receipt of home being professionally treated for bugs with in 30 day notice of vacating notice.
- Sweep out the garage, walkways and lanai. Any oil, rust, pet, etc. stains will be your responsibility to clean.
- Remove all trash from property.
- Trash cans must be cleaned inside and out.
- Repair/replace broken screen door closures, door knobs, window latches, cabinet knobs/handles, hinges, closet shelves, light/plug/cable plates, blinds or verticals which may have been damaged during your tenancy.
- Please make every effort to insure any damage is repaired.

- There will be a service charge for any items left at the house including garbage and debris
- Mow, edge, weed-eat, clean out all flowerbeds and trim shrubs, bushes and/or trees. Replace mulch in flowerbeds.
- Well/Septic: Make sure the salt tank is full and aerator is clean. Failure to clean or add salt will result in an expense to you. Also, have your septic pumped and provide Management with receipt.
- All pool equipment must be placed in the garage for safe keeping.
- Upon vacating the carpet/tile grout will be professionally cleaned by Sunshine Rentals & Property Management's preferred carpet/tile cleaning vendor. The cost of the carpet cleaning will be deducted from your security deposit.
- Upon vacating tenant must submit a paid receipt for professional dryer vent cleaning. If receipt is not submitted, tenant will incur cost of \$85.00 to have the vent professionally cleaned.

- **Turn off the main breaker**
- **Return all keys and remotes**
- **Provide Management with a forwarding address**

BREAKING YOUR LEASE

If you break your lease, you can and will be responsible for all costs incurred in securing a new tenant. We will work diligently to reduce your costs should you be forced to move before your lease is up. We will market the property and make every effort to lease the property as soon as possible. You are responsible for rent for each month it is vacant during the term of your lease. When the property leases, your obligation to rent ceases. Breaking your lease does not excuse you from obligations of the lease. You must follow all procedures for marketing, cleaning and check out.

RETURN OF YOUR SECURITY DEPOSIT

Your security deposit may not be used as your last month's rent. Fulfilling the terms of your lease, having all rent and charges paid, providing Management with the proper move-out notice and complying with the cleaning guideline sheet provided to you can ensure you the possibility of a full refund of your deposit.

Deposits are refunded within 15 days if there is no claim against it and 30 days if there is a claim against it. Refer to your lease for additional information.

GET TO KNOW YOUR HOME

LOCATE BREAKER BOX/GFI OUTLETS

When you first move in, locate the breaker box and GFI plugs (ground fault circuit breaker). The breaker box is usually in the garage. The GFI plugs are located near sinks in the bathroom, kitchen and in the garage. Locate the water shut off valve for the house. This is usually near or on an outside faucet. Also locate the water shut off valve for the water heater and under the sinks. Locating these items now may eliminate damage later on.

HEAT/AIR CONDITIONER

All AC filters must be changed at least once a month. It is imperative that you change your filters to keep your utility costs down and to keep the equipment performing as it should. Failure to change filters can result in dirty equipment that may not cool and will probably freeze up. Should this occur, you **will** be responsible for the cost of repairing the unit. That charge can be considered additional rent.

BREAKERS

Circuit Breakers can move slightly when triggered. It may appear to be on when it has actually tripped. To reset, turn the breaker in the OFF position and then back on. The ground fault circuit (GFI) breaker detects even the slightest voltage changes and cuts the power off during fluctuations. This can affect your water supply in to the house if you have a well system, electrical plugs in the bathrooms and kitchen, exterior electrical plugs and some lights. If you lose power near a water source, it is usually the GFI circuit has tripped. Most GFI breakers are marked with a red or yellow button. If you think your GFI has tripped, simply reset the breaker by pushing the button.

PEST CONTROL

The home is treated prior to your move in. Please report any pest problem within 3 days of possession. Management will arrange for a **one-time treatment**. If you do not report infestation within the 3 days, it can be assumed you do not have a problem. If you will be moving into a new construction home, pest control was performed by the builder. Any infestation of any kind, with the exception of termites, will be the responsibility of tenant for the control of roaches, ants, mice, fleas or any other pests. You will be charged for any damage caused by uncontrolled pests (e.g. ants in pool equipment or AC equipment). Please notify Management if you suspect any damage from termites or wood destroying insects around the house or grounds

PAINTING OR WALLPAPERING

No changes to the home in any way will be allowed unless **prior written approval** is obtained from the management company. If approved, Management will notify you by written confirmation. All work must be done in a professional manner and will be inspected after completion. Any reimbursements agreed to will occur after completion and approval. Any unauthorized painting or wallpapering can result in additional charges to you at move-out.

DAMAGE AND REPAIRS

You are expected to maintain the home and keep in as good as condition as when you took possession. Only repairs required because of normal wear will be made by Management, you will be charged for repairs caused by misuse or neglect. You will be held responsible for excessive wear and tear, unusual and extraordinary damage to the floors, carpets, wall, ceiling, fixture, appliances, window coverings, windows, screens, exterior walls, exterior fixtures and doors, roof, pool, decks, driveway and landscaping caused by your neglect, pets, animals, children, guests, and smoking.

Some examples of what you the tenant are responsible for at your expense:

- Replacing light bulbs
- Torn or damaged screens
- Broken windows damaged by you or your guests
- Replace or repair cabinet catches, latches or handles
- Replacing AC filters every month
- Replacing batteries in smoke detectors (notify management if smoke detector does not work)
- Stoppage of sinks, toilets and drains
- Garbage disposal jams
- Repair of garage door opener if sensors are not lined up
- Flower beds and mulch
- Ants, lawn pests, spiders, roaches
- Broken or missing switch/plug/cable plates
- You are responsible for **ANY** damage caused by your water furniture (if applicable)

Examples of repairs Management will make:

- Repairs to heat/AC system from normal use
- Replacing hot water heaters from normal use
- Leaking roofs (if not caused by satellite/antenna systems installed by tenant)
- Repair/replace plumbing which fails from normal use
- Replace or repair electrical components
- Repairs to appliances not caused by misuse

UNAUTHORIZED REPAIRS

Please do not make any repairs or authorize any maintenance without prior written approval from Management. ALL repairs must be authorized by us. Rent cannot be withheld because of needed repairs nor can the cost of a repair be deducted from the rent. Any unauthorized repairs will be the responsibility of the tenant and will not be reimbursed.

MAINTENANCE

APPLIANCES

Should your oven be self-cleaning or continuous, there are special cleaners for them. You will be charged for damage to the appliance caused by improper use or cleaning, or by lack of maintenance. **Smooth top stoves require specific cleaners. DO NOT USE ABRASIVE CLEANERS OR SCOURING PADS, THIS SCRATCHES THE SURFACE.** If the surface is damaged due to neglect, you will be responsible for repair and/or replacement. **Excessive high heat from the burners and/or not keeping the stove top clean from grease can result in damage to the top and you will be responsible for it.** The dishwasher seal can become dry and the motor may freeze up if the unit is not used at least once a week. Keep the unit clean from food and broken dishes/glassware. **Please do not abuse the appliances.**

CARPET

Routine carpet care requires thorough vacuuming at least once a week. Heavy traffic areas require more frequent care. Professional carpet cleaning is recommended every 6 months and is mandatory at move-out. Any damage and/or excessive wear and tear to the carpet will be your responsibility and you will be charged accordingly. Pet damage and/or stains and odors may result in replacement of the padding and/or carpet and you will be charged accordingly.

COUNTERTOPS

Always use a cutting board and hot pads when chopping, cutting or placing hot items on counter tops. Do not use abrasive cleaners as they will scratch the surface.

GARBAGE DISPOSAL

Garbage disposals are **not made for bones, greasy items, meat, potato peelings, celery and similar items.** If the motor just hums, turn it off and un-jam the disposal by turning the blade backwards with a broom handle or similar item. Reset the button located on the bottom of the disposal and turn the unit on with the switch. If the unit turns easily but won't work, please call for maintenance. If the sink becomes clogged after you have used the disposal, use a plunger to unclog it. Almost all disposal jams are caused by misuse and what has been put into them.

LIGHT BULBS/SMOKE DETECTOR BATTERIES

At move-in, all light fixtures will be equipped with the proper light bulbs and working smoke detector batteries. It is your responsibility to replace any burnt out bulbs and/or batteries during your occupancy. Upon moving out, all light fixtures must be equipped with the proper number and kind of bulbs. All decorative bulbs must match.

PLUMBING AND SEPTIC SYSTEMS

You are responsible for keeping all sinks, lavatories and commodes open. Please don't allow foreign objects to become lodged in the commode. Septic pump-outs are your responsibility if you have resided in the home longer than 1 year or you are the first occupant of the home. Should the septic and/or plumbing become backed up due to improper paper, grease, food, etc, it will be your responsibility to clean out.

POOL AND LANAI

Unless your lease specifies otherwise, you are responsible for maintaining your pool weekly. That includes chemicals, vacuuming, cleaning the tiles, skimmer and filter. Failure to maintain your pool in the proper manner will result in management posting a 7-Day Notice of Non-Compliance. Any rust stains due to outdoor furniture, pet stains, or any unusual and abnormal staining or discoloration on the lanai and/or pool deck will be your responsibility. You are responsible for maintaining the deck and screening and keeping it mildew and dirt free. Power washing periodically will prevent this.

YARD

It is your responsibility to maintain the yard unless your lease specifies otherwise. This responsibility includes regularly cutting the grass, edging, weeding out flower beds, replacing mulch, trimming shrubs, treating fire ants and lawn pests, cleaning gutters, preventing tree limbs from rubbing on the roof, and regular watering to prevent the yard and plants from dying. You are to report any condition which can cause damage, permanent or temporary, to the yard.

NOTE: Code Violations: In the event the Landlord is cited by the City for a code violation, The Tenant will be charged a fee of \$100.00 per incident in addition to the violation fee. It is understood and agreed that a single violation can be a cause for termination of the lease.

WALLS AND CEILINGS

Please keep the walls, woodwork and ceilings clean and unmarred. Painting and wallpapering is not allowed unless you have prior written notice. You are welcome to hang pictures on the walls with the proper hardware but are required to return walls to their original condition at move-out; all nails/screws must be removed and holes filled in with the proper spackling. You will be responsible for excess and mismatched putty, mismatched paint, and painting walls beyond normal wear and tear. Absolutely no stickers are allowed on the walls, ceilings, or doors. If you are a smoker, you are responsible for all smoke residue and damage.

WASHER/DRYER HOOK-UP

When you install your washer and dryer, it is a good time to check your hoses and washers to eliminate leaks. Check the wall and floor monthly for evidence of a hidden leak.

WASHER AND DRYERS

Should the home you are leasing comes with a washer and dryer, it is there as a convenience to you. The owner has the option of repairing or not repairing it should there be a maintenance issue.

WELL EQUIPMENT

It is your responsibility to maintain and prevent ants (in search of water) and/or lizards from invading the well equipment. Failure to do this will result in a “no water” call caused from the pressure switch tripping. If it is determined this is the cause for your “no water” call, you will be billed for this expense.

OUT OF WATER

Possible problem could be that the well pump and aerator on the exterior pad do not have power because of a tripped breaker. Reset the GFI outlet in the garage or side of the house by the equipment pad. If resetting the GFI doesn't remedy the situation, there may be ants and/or lizards that have invaded the equipment causing the pressure switch to be tripped. It is your responsibility to apply preventative measures to avoid this situation. If there is any other reason that you do not have water, unplug the well equipment and notify management.

LOW WATER PRESSURE AT INSIDE FAUCETS

The screens at the faucet may be clogged. Remove the nozzle, clean the screen and re-attach.

STORM PREPARATION

LANDLORD/TENANT

Tenant(s) agrees Landlord has no obligation to install storm shutters and/or take measures to prevent wind, rain, and/or other objects or projectiles from entering the premises in the course or event of a windstorm, flood, hurricane, hailstorm, tropical storm, or any other act of nature that may strike in the area of or affect the premises rented by Tenant(s) from Landlord. Tenant(s) agrees Landlord has no duty to advise Tenant(s) as to evacuation orders, potential or current storms, safety measures, storm-preparedness procedures, or storm recovery resources. Tenant(s) agrees to use due diligence in keeping informed of the current and future weather.

TENANTS PERSONAL PROPERTY

Tenant(s) agrees the rental premises are located in an area that may be subject to storms, and as a result, it is necessary to take steps to protect one's personal property, including but not limited to securing objects that may become projectiles, keeping important documents in a location safe from damage, providing for the safekeeping of keepsakes, and obtaining appropriate insurance. Tenant(s) understands that, even with precautions, damage to personal property, including vehicles, may occur.

RENTERS INSURANCE

Tenant(s) understands and agrees Landlord's insurance does not cover injury or death to Tenant's person or loss of any kind to Tenant's personal property or expenses incurred by Tenant(s) due to a storm, including but not limited to, loss of perishables, interruption of water, electric, cable, or other utility service, relocation expenses and/or temporary or permanent housing. Tenant(s) agrees he or she has an affirmative obligation to obtain renter's insurance to cover losses in the event loss should occur to Tenant's persona and/or personal property due to a storm. Failure by Tenant(s) to obtain renter's insurance is done at the complete and total risk of the Tenant(s).

STORM PREPARATION

Once a tropical storm, hurricane, flood watch or warning is issued for a particular area and/or at the request of Landlord, Tenant(s) agrees to take storm preparedness actions. Any injury to Tenant(s) arising from storm preparation is the sole responsibility of the Tenant(s) and not of Landlord. In the event of damage to Landlord's property due to Tenant(s) due to storm preparations, that damage will be the responsibility of Tenant(s).

Tenant(s) shall remove all authorized and unauthorized objects from the immediate premises that may become projectiles in the storm, such as patio furniture and potted plants. These items should be placed inside the garage or storage unit and returned to the outside only when it is safe to do so. In no event, shall any motorcycles, scooters, gas grills, or any other items containing gasoline or other fuel, be stored inside the rental premises.

STORM SHUTTERS

If the premises are not equipped with storm shutters, Tenant(s) understands that no storm shutters will be provided and/or no measures shall be taken by Landlord to secure doors and/or windows unless Landlord, in its sole discretion, decides to perform these tasks. Tenant(s) agrees to hold Landlord harmless for any damage to person and/or windows. If storm shutters have been installed at the premises, or if Landlord secures doors and/or windows, this shall not relieve the Tenant(s) of the obligation of looking to his or her renter’s insurance for coverage of any damages to personal property or person. Tenant(s) agrees that installation of storm shutters or other means of securing doors and/or windows are not guarantees in any way that damage to the premises, due to a storm, will be minimized or will not occur.

MODIFICATIONS TO THE PREMISES

Tenant(s) agrees no modification shall be made to the premises including but not limited to attaching storm shutters, plywood or other items over doors or windows, taping duct tape or any other type of tape to windows or screens or making any other modifications or attaching any item to the premises. If Tenant fails to abide by the provision, Tenant shall be in breach of the lease agreement, shall be responsible for any damages to the premises and subject to eviction by Landlord.

GENERATORS

Tenant(s) agrees that **NO** generator(s) shall be permitted to be used by the Tenant(s) on, in or near the premises. Several hazards are associated with storing and operating a generator at the property, including injury and death to persons and damage to property.

EVACUATION OF PREMISES

In the event of governmental entity orders an evacuation of the area, Tenant(s) agrees to follow such evacuation orders. In the event Tenant fails to follow the evacuation orders, Tenant(s) agrees that Landlord shall not be liable in any way for injury or death of Tenant(s) or damage or destruction of Tenant’s personal property, including vehicles.

DAMAGE OR DESTRUCTION OF PREMISE

In the event the premises are damaged or destroyed by a storm, and in the Landlord’s sole discretion and judgment, if it is necessary for the Tenant(s) to vacate the premises due to a dangerous condition on the premises or for repair, reconstruction or demolition, Tenant(s) agree that Landlord may terminate the tenancy. Tenant shall vacate the premises within the time period das designated by Landlord, and Tenant(s) shall not be liable for any further rent under the terms of the lease agreement and on the advice of the Landlord’s attorney.

****SUMMARY OF FEES**

- Rent received after the 3rd of the month \$50.00 and \$5 per day after the 4th
- Posting of Notices \$50.00
- Right of Entry/Unauthorized rekey \$100.00
- Pet Violation \$500.00
- Code Violation Fee \$100.00
- Lease Release Fee \$250.00
- Certified Mail Fee \$10.00

****Fees are subject to change****



**Sunshine Rentals &
Property Management**

Additional Stipulations for our leases:

- (1) Tenant is responsible for all clogged drains, garbage disposal and toilet stoppages at Tenant's expense unless determined to be faulty at no fault of Tenant.
- (2) Tenant agrees that smoking is NOT permitted on the premises by Tenant and / or Tenant's guests. In the event the premises are damaged in any way due to smoke, Tenant agrees they will be fully responsible for eradication of smoke-related odors and/or repair of damage due to smoke. Tenant agrees that smoke related damages will in no way be considered ordinary wear and tear.
- (3) Tenant acknowledges receipt of Tenant handbook.
- (4) Tenant, at Tenant's expense, is responsible for maintaining well aerator unless otherwise specified in the lease.
- (5) Tenant, at Tenant's expense, is responsible for septic pumping if occupancy is over one year and/or if Tenant is first occupant of said property or if pump-out is due to Tenant's negligence from excessive paper and/or grease, as additional rent.
- (6) Tenant acknowledges that in the event the property should be connected to city water and/or sewer, Tenant is responsible for any and all connection charges and/or deposits and all monthly charges payable upon receipt of bills, as additional rent. Tenant is not responsible for plumbing hook-ups to supply water to service property.
- (7) Tenant shall be responsible for a \$50.00 posting charge for each Tenant posting, including but not limited to three-day notices to pay rent and seven-day notices of non-compliance, as additional rent.
- (8) Tenant is responsible for changing batteries in any battery powered items within the home, including, but not limited to: thermostats, garage door opener transmitters, sprinkler timer battery backups, and smoke detectors, at Tenant's expense.
- (9) Tenant acknowledges that they will incur the cost of a service call if a/c is found to have a dirty filter or no filter in a/c unit.
- (10) \$85.00 Mandatory Charge if keys are not returned and a
\$85.00 Mandatory Charge if remotes for the garage door opener are not returned.
- (11) Upon tenant's vacating SR & PM will have carpets/tile grout cleaned and deduct amount of carpet cleaning out of tenant's security.

(12) Tenant acknowledges that they are responsible for the maintenance and proper care of the lawn. Damaged sprinkler heads will be their responsibility to repair or replace as needed. Sprinkler system must be utilized according to Cape Coral Code.

(13) Tenant acknowledges that washer and dryer (if applicable), ceiling fans (if applicable), refrigerator/icemaker filters (if applicable), jetted tub and/or hot tub (if applicable), vertical blinds and/or mini blinds (if applicable), and sprinkler heads (if applicable) is for Tenants convenience only. Tenant is responsible for repairs or replacement.

(14) Tenant acknowledges Sunshine Rentals & Property Management will no longer accept personal checks or cash as a form of payment for rent or any other payment that may be due.

(15) Tenant responsible for the first \$50.00 of all repairs.

(16) Upon vacating tenant must submit a paid receipt for professional dryer vent cleaning. If receipt is not submitted, tenant will incur cost of \$85.00 to have the vent professionally cleaned.



**Sunshine Rentals &
Property Management**

Address: _____

I/We have read and agree to all provisions in the Tenant Handbook provided by Sunshine Rentals and Property Management. I hereby affirm that I have read the application, lease agreement and all addenda and that I understand all the terms and all charges due.

Tenant

Date

Tenant

Date

Property Manager

Date