

TENANT HANDBOOK

Sunshine Management

8255 N. Wickham Road, Suite 100
Melbourne, FL 32940

Office: (321) 549-0806

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Web: www.SunshineManagers.com

Retain for future reference



WELCOME TO SUNSHINE MANAGEMENT!

We are pleased to have you as our Tenant and we would like your experience with Sunshine Management to be a pleasant one. Along with your Lease Agreement, this Tenant Handbook is a very important reference tool. It contains helpful information that will make your tenancy a satisfying one. The Tenant Handbook is designed to outline our responsibility to you and your responsibilities to us and the Property. Your understanding of our policies and procedures is critical to a good relationship.



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Melbourne, Florida 32940

Office: (321) 549-0806 Fax: (321) 255-1459

OFFICE HOURS:

Monday through Friday

9:00a.m. – 5:00p.m

After-hours emergencies: Leave a message and your call will be returned promptly.

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UPON MOVING IN

Get To Know Your Property

- **Locate the electric panel** and identify circuit breakers for the range/oven, water heater and air conditioning/heating system, etc.
- **Locate all GFI** (Ground Fault Interrupt) breakers on wall outlets.
- **Locate the water shutoff** for the house (usually is in the front yard near the sidewalk or street,) the shutoff valve for the water heater and for all faucets and toilets. **Knowing the location of these items now may prevent or minimize damage later.**

GENERAL RULES AND REGULATIONS

The Property

You have leased a home and should think of it as your own. During the term of this lease, you are in possession of the home, and your obligations are much like those of the owner. You are expected to care for and maintain the premises accordingly.

Rental Payments

All rents are due and payable in advance on the first day of each month. Monthly invoices will not be sent. **Never mail cash!** Mailed payments should be in the form of check or money order to:

**Sunshine Management
8255 N. Wickham Rd., Suite 100
Melbourne, FL 32940**

Be sure to **allow enough mailing time** for delivery, since payment must be received on or before the close of business on the first (1st) of the month. **INCLUDE YOUR ADDRESS** on the payment to assure proper credit.

Rents remaining unpaid beyond the fifth (5th) day of the month are delinquent and are subject a **\$100.00 late fee**. If rents (including late fees,) are not paid by the 10th of the month Tenant will receive notice that **eviction proceedings will begin in three days** if the rents remain unpaid. Tenant will also be responsible for a \$50.00 fee to deliver a *Three Day Notice*.

Returned Checks

The amount of any check returned for insufficient funds, plus a reasonable charge must be paid either in certified funds or a money order within 24 hours of notification or legal action may be taken without further notice. If the returned check makes Tenant's rent payment late, any applicable additional charges will also be due. All amounts due must be paid in full upon notification. If a check has been returned for any reason, Manager reserves the right to insist that all future payments be made by certified funds.

Contact Phone Numbers and E-mail Addresses

Tenant is required to have telephone and email accessibility and shall provide Manager with all contact phone numbers and email address. Please be sure to notify Manager when you change any of your contact numbers. ***Even unlisted numbers must be provided.*** Tenant must include this information with the first rental payment made after move in. Tenant may also opt to send it to Manager via fax or e-mail, including Tenant's full name and address.

Default of Rent

In the event that all rents due are not received by close of business on the 1st day of the month in which it is due, Tenant will be responsible for all fees and charges, including court costs, legal and collection fees incurred to collect the rent. If rent is paid while legal action is in process they must be in the form of certified funds, and a separate written agreement must be reached if legal action is to be stopped.

Thirty-Day Written Notice

A **thirty day (30) written notice MUST be given** to Manager by Tenant prior to the end of lease termination date if Tenant desires NOT to renew the lease for another 12 month period. WRITTEN NOTICE IS REQUIRED EVEN IF TENANT INTENDS TO VACATE AT THE END OF THE CURRENT LEASE TERM. Thirty days' notice must end at the end of a pay period. Therefore, if the rent pay period is the 1st through the 31st of each month, notice must be given to Manager no later than the end of the **prior month**. The notice should state the exact day Tenant will vacate.

Keys and Locks

All locks will be re-keyed with each new residency. Any alteration or replacement of locks, installation of bolts, knockers, mirrors or other attachments to the interior or exterior of doors must be approved by Manager. In the event a lock change is approved, Manager must be supplied with keys to the new lock once it is installed. If at any time Manager is denied access to property by Tenant, Manager may gain access and re-key the property at the Tenant's expense. All keys must be returned to Manager upon vacating the premises.

If mailbox keys are required, they may be obtained from the local Post Office. A copy of Tenant's lease agreement may be needed to provide proof of residence to the Postal Service.

Trash, Garbage and Recycling

All garbage, trash and recyclable materials must be kept in appropriate containers. Manager does not provide trash receptacles and/or containers. Tenant is required to make arrangements to have garbage and trash picked up weekly. All containers are to be stored out of view from the front of the house. Containers are not to be out of the storage area except on pickup days. Any recycling items collected must be properly contained and discreetly stored. A total of no more than two 50-gallon trash bags of recyclable materials may be kept on the premises at any time.

Condominium/Homeowner Associations

In the event that the property is subject to condominium or homeowner association covenants, conditions, restrictions and regulations it is Tenant's responsibility to obtain a copy of the documents. Tenant agrees to abide by all applicable rules and regulations.

If the leased property is subject to the approval of the condo association or homeowner's association, Tenant agrees to pay any association application fees necessary for such approval.

Tenant shall be responsible for any and all cost to cure any violation of COA/HOA rules, regulations, covenants and restrictions caused by Tenant, their guests or invitees. Said costs shall include, but are not limited to legal and attorney fees, court costs, fines and all other incidental costs incurred by Manager or Owner.

Disturbances, Noise and Nuisance

Tenant and guests of Tenant are expected to conduct themselves in a way that will not offend or disturb the neighbors or passersby. Any activity that causes extreme or excessive noise, traffic or disturbances of any kind may be cause for eviction. This includes loud, offensive music, vulgar or profane language, gathering in the driveway or front of the house, drinking alcoholic beverages, etc. If music or other sound can be heard outside the perimeter of the premises leased, it is considered too loud.

Move-In/Move-Out Condition

Manager strives to ensure that all items are in good working order. Upon move-in, Tenant should report any maintenance or repair issues during Tenant's first five (5) days of occupancy. If no issues are reported during the period, Property will be assumed to be in acceptable condition. Tenant may be held responsible for any issues reported thereafter.

Periodic Property Reviews

Manager will conduct periodic reviews of Property to note its condition. Tenant agrees that Manager may conduct a review of the unit at any time with reasonable notice. Tenant will be notified of the deficiency, if any, that is Tenant's responsibility. Tenant will be instructed to correct the deficiency in a timely manner. Failure to correct deficiencies once Tenant has been notified could be considered a breach of the Lease Agreement and grounds for termination.

Parking/Vehicles

All vehicles shall be parked in assigned areas (garages, parking lots, driveways, parking pads, ect.) or curbside on public streets where allowed by controlling ordinances. Parking on the grass, sidewalks and any other areas not specifically designated for parking is strictly prohibited. All vehicles must be registered, licensed and operable at all times. No vehicle repair (except minor repairs, such as changing a tire) is allowed at any time. No oil/fluid stains are permitted on the garage floor, driveway, walkways or any other area on the property. If Tenant's vehicle leaks oil or any other fluids, place a protective covering or pan under the vehicle to catch the leaks.

Guests

A reasonable number of guests may be in Property without prior written consent. Only Tenant(s) listed on the rental application may have permission to occupy Property. Tenant is responsible for the behavior of any and all guests. All portions of this agreement also apply to Tenant's guests.

Insurance

It is strongly urged that Tenant obtain a Renter's Insurance policy. A copy of Tenant's declarations page should be given to Manager the first month Tenant moves in. Please notify your insurance company that Manager is the Lessor and must be notified of any change in policy, as well as upon renewal. Tenant understands that the Owner's Property Insurance does not cover Tenant's personal property or protect Tenant from loss or liability.

Pets

No pets, animals, snakes, birds, etc. of any kind are allowed in or on Property, regardless of whether such pet or animal is owned by Tenant, without specific written permission from Manager in the Lease Agreement. Tenant must have completed the pet application and have paid a pet deposit for each pet.

Should Manager find that a pet is being kept or has been kept in or on Property without the required deposit and executed Pet Addendum to Lease Agreement, the fee will immediately be assessed. Additionally, the non-compliance may be grounds for termination of the Lease Agreement. Tenant will also be charged for spraying for fleas and/or repairs of any damage caused by the pet. Tenant is responsible for the animal at ALL times. ***Having a pet is a privilege, and permission to have the pet on the premises may be revoked at any time without terminating Tenant's Lease Agreement.***

Smoke Detectors

Smoke detectors are checked and new batteries installed prior to occupancy. Tenant must check to be sure that the smoke detectors are operational upon move in. Tenant must notify Manager if smoke detectors are inoperable. Tenant must check batteries regularly and replace any battery as soon as it begins to lose charge. Disabling a smoke detector is a violation of Tenant's Lease Agreement and the law. ***DO NOT DISABLE THE SMOKE DETECTOR AT ANY TIME.***

Security Alarm/Video/Television/Satellite Dish

Tenant will not make plans to install or add an auxiliary security alarm/video/telecommunication or satellite dish services at Property without prior written permission. A written authorization request must be provided to Manager, signed by the Tenant, and shall indicate the specific location of the installation and name of the service provided. If approved, any security alarm code is to be provided to Manager within 48 hours of the activation of the system.

IN AND AROUND THE HOUSE

Circuit/GFI Breakers

- **Circuit breakers** move only slightly when tripped and may appear to be ON even when “tripped.” Therefore, in the event of an outage, locate the appropriate breaker in the main panel box, flip it completely to the “off” position then back to the “on” position. If this does not cure the problem or if the breaker trips again, STOP and call for maintenance.
- **A Ground Fault Interrupt (GFI)** breaker detects voltage changes and cuts the power during fluctuations. They are integrated into wall outlets and are usually in locations where a water source may be present, such as bathrooms, kitchens, exterior outlets and garages. If power is lost to any outlet near a water source, it is usually the GFI circuit. Most GFIs breakers are marked with a red or yellow button on the outlet and may control more than one outlet. There will usually be more than one GFI outlet in the Property. If these “pop” or “trip,” unplug any accessory that might be the offender then push the reset button. If the button stays in, the circuit is fine, but if it trips again with no accessories plugged in, call maintenance. If it trips again when the accessory (hair dryer, blender, etc) is plugged in, the accessory is faulty and should be replaced. Refrigerators, freezers and other appliances that require constant power should not be plugged into GFI circuits.

Pest Control

Property is treated for pests prior to Tenant taking occupancy. Tenant must report any pest problems within the first five (5) days of possession of the Property. Any issue not reported in writing within this period will be considered to have occurred after occupancy and Tenant will be responsible for treatment. Future infestation of any kind (except termites) is considered a Tenant responsibility. Tenant is responsible for reporting any suspected or known insect infestation. Manager assumes no responsibility for the control of roaches, mice, rats, ants, fleas or other pests, and Tenant will be charged for any damage caused by uncontrolled pests.

Alterations to Paint, Wallpaper, etc.

If Tenant wants to change Property’s décor in any way, Tenant must submit a proposal in writing to Manager, along with a sample of the paint/wallpaper or drawing of the proposed work (e.g. adding a fence.) If approved, Tenant will receive a written confirmation. All such approved work must be done in a professional manner, and must be inspected and approved by Manager after completion. Any reimbursements agreed to, if any, will occur after inspection and approval of Manager.

MAINTENANCE, DAMAGE AND REPAIR

Maintenance Requests

ALL ROUTINE MAINTENANCE REQUESTS MUST BE IN WRITING. Maintenance Request Forms are available on Manager’s website. Tenant must use this form for all non-emergency requests.

Tenant must describe the issue in detail on the maintenance request form. Tenant will be contacted by Manager or a repair person within 48 hours (not including weekends or holidays,) after reporting an issue.

Scheduling Maintenance

When Tenant contacts Manager for maintenance and/or repair, Tenant is responsible for scheduling any necessary service calls with vendors once the vendor has contacted Tenant. Tenant is responsible for granting the vendor access to the premises. Manager does not provide keys to vendors. Tenant agrees to be courteous to the vendors, as they are there to solve Tenant's issues. Vendor is not obligated to remain on the premises if Tenant is verbally or physically abusive or threatening towards vendor in any way, even if the repair is not complete.

Emergency Maintenance and Repairs

An emergency exists only when the issue of Tenant's health and safety is at risk, or Property damage has occurred or is about to occur. ***Do not abuse the emergency system with normal and routine maintenance calls.*** To report an emergency, call Manager at ***(321) 549-0806***. If it is after hours or a on a weekend, ***leave a message with your name, address of the Property and the specific emergency. Manager will receive the message and return Tenant's call promptly. If the emergency is life-threatening, such as a fire, call 911 before calling Manager!***

In the event of a major water leak in or on the Property, Tenant must turn off the water supply to the Property prior to calling.

If there is a gas (natural, propane, LP, ect.) leak, Tenant must immediately turn off the gas supply valve on the outside of the Property and contact the gas company that provides service. Tenant can then notify Manager of the issue.

***See Emergency/Disaster Procedures (Page 21) for additional procedures.

Maintenance of the Property

Any system failures and structural defects should be reported to Manager immediately. If an urgent repair is needed (i.e. water heater leaking, roof leak, etc.,) ***Tenant is responsible for stopping further damage to Property from occurring, if possible.*** If there is a leak, Tenant must turn off the water source immediately. If the problem is electrical, Tenant must turn off the breaker serving that appliance and call Manager to make the necessary repairs. Manager must authorize any and ALL repairs or maintenance that Tenant wishes to make personally. Tenant must not make any repairs or authorize any maintenance without written permission from Manager. Tenant cannot withhold rental payment because of needed repairs, nor can Tenant deduct the cost of needed repairs from the rent. Tenant will not be reimbursed for any unauthorized repairs made.

- **Heating, Ventilation, Air Conditioning (HVAC) Systems**

Tenant is responsible for changing HVAC filters every month. Tenant must keep air returns clear of obstructions such as furniture and clothing. The "condensation drain

line” must be kept clean and clear of obstructions. Tenant must also keep the area around the condenser (outside unit) clear of debris, grass, weeds and other obstructions.

- **Lawns and Grounds**

Unless otherwise provided in the Lease Agreement, Tenant is expected to care for the lawn and grounds. Property grounds must be maintained in the same condition as when Tenant took possession of the Property. Proper care includes, but is not limited to regular mowing of the grass, watering and fertilizing the lawn, trimming shrubs and ornamental trees, edging driveways walkways and curbs, treating fire ants, chinch bugs and other lawn destroying insects and keeping the roof and gutters free of leaves and debris. Additionally, Tenant must keep all flower/shrub beds free of weeds and grass and the mulch cover must be maintained. Any condition which might cause damage, permanent or temporary, to Property grounds should be reported to Manager.

- **Lawn Irrigation/Sprinkler Systems**

Any problems or repairs needed to the irrigation/sprinkler system at the Property should be reported in writing to Manager within 5 days of taking possession of the premises. If no notice is received, Manager will assume that the irrigation/sprinkler system is in good working order and any needed repairs/maintenance will become the responsibility of the Tenant. It is the responsibility of the Tenant to keep the irrigation/sprinkler system in good working order, including resetting the electric timer if necessary and replacing broken sprinkler heads. It is also the responsibility of the Tenant to comply with any water use restrictions for Tenant’s area.

- **Light Bulbs**

Tenant is responsible for replacing all light bulbs during occupancy, including exterior floodlights. Upon vacating the premises, Tenant must equip all lights with the proper wattage and type of bulb. All light bulbs and fixtures in Property must be operable.

- **Plumbing/Septic Systems**

Tenant is responsible for keeping all sink, tub/shower, lavatory and toilet drains free of blockages. Tenant must not allow anyone to throw anything into the plumbing system, or to use it for any purpose other than for which it is designed. Sanitary products, diapers, diaper wipes, condoms, cotton swabs (Q-Tips,) coffee grounds, cooking fats and/or oils are not to be flushed down any toilet or otherwise deposited into the garbage disposal or house sewer. Additionally, if Property is on a **septic tank system**, Tenant must not allow paper towels, facial tissues, cigarette butts or any other non-decomposable materials into the septic system. These materials will fill the septic tank and compromise the system. This may result in the back up of waste into Property. Tenant will be held responsible for any damage or stoppage.

- **Waterbeds/Flotation Bedding Devices**

Tenant will be responsible for ANY damage caused by a waterbed or flotation bedding device. Tenant must have a current waterbed/flotation bedding device insurance policy in effect during possession of waterbed/flotation bedding device, A copy of the policy must be provided to Manager.

- **Walls and Ceilings**

Tenant must keep the walls of Property clean and unmarred. Tenant may hang pictures on the walls, but said walls must be clean and unmarred at the time of move out. Tenant will not paint or wallpaper without prior written approval from Manager. All walls, baseboards and trim must be cleaned and ceilings dusted and free of cobwebs before vacating premises. ***Smoking inside Property is prohibited!*** In the event Tenant or Tenant's guests smoke, it must be done outside Property. Tenant will be held responsible for any smoke/tar residue, odor and/or damage to Property that results from smoking. An additional security deposit may be required from Tenant for smoking on Property.

- **Vinyl/Ceramic Tile Flooring**

Under normal household use, vinyl floors may be washed with a solution of warm water and soap. Tenant must not use gasoline, benzene, naphtha, turpentine or any agents containing these solvents. Tenant will not apply varnish, lacquer or shellac to the floor. Tenant will not apply any type of wax to ceramic tile floors. Tenant will be responsible for damages to the flooring, such as broken tiles, torn vinyl or damage as a result of improper cleaning procedures.

- **Hardwood Floors**

Tenant will dust mop, sweep and/or vacuum the floors regularly. Tenant must not wet-mop wood floors. Standing water can damage the finish and/or damage the wood. Tenant must not let any water drip, pour or accumulate on the floors. Tenant will clean up any liquid spills with a dry cloth immediately. For sticky spills, a dampened cloth may be used. Tenant will not use soaps, detergents or oil soaps on the wood floors. When mopping is needed, Tenant will use a wood cleaner applied lightly with a cloth or mop and then buff dry. Tenant will not shellac or refinish floors without Manager's prior written approval. Tenant will use fabric-faced guides under the furniture legs to prevent scratching. Tenant must not drag or slide furniture across the floor. Tenant will be responsible for any damage due to the above.

- **Carpet**

Routine carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and to keep the pile erect. Heavy traffic areas require more frequent vacuuming. Before Tenant takes possession of Property, the carpets therein will be professionally cleaned. Tenant must have them professionally cleaned upon move out. A receipt is required at the time the keys to Property are returned. Manager

recommends vendors that are on the Preferred Vendor List. Tenant may obtain a copy of this list on Manager's website.

- **Cooking Range**

Tenant must not use oven cleaner on self-cleaning or continuous-cleaning ovens. For solid surface stoves, Tenant must only use cleaners that are approved for those surfaces. Tenant will be charged for damage to an appliance caused by improper use or cleaning, or by lack of maintenance.

- **Dishwashers**

The dishwasher should be used at least once a week. Seals may dry and the motor may be damaged by long periods of inactivity. To prevent leakage, Tenant must clean the door and check the bottom of the dishwasher after each use for items that may fall from the racks. Tenant must check the perimeter of the door for food items falling from the counter.

- **Garbage Disposals**

Tenant must not use garbage disposal to dispose of bones, eggshells, grease, meat, pasta, rice or any similar materials. If the disposal stops working and the motor still "hums," Tenant must turn the switch off, as something may be jamming the blades. Tenant must check inside disposal to see if a foreign object (such as a bottle cap, kitchen utensil, etc.) fell into the disposal, then try the unit again. In the event the unit stops working and there is no "hum," this usually means the unit has tripped its internal circuit breaker. If this occurs, there is normally a reset button on the bottom of the disposal (a small red, yellow or black button.) Reset the circuit by pushing the button. Almost all disposal jams and failures are a result of what is put into the disposal.

- **Washer/Dryer Hookups**

Tenant must check all hoses and washers to prevent or correct leaks. When installing a washing machine, Tenant must use **burst-resistant, stainless steel braided washing machine hoses only**. If Tenant is going to be absent from the property for an extended period of time, Tenant must turn off the hot and cold water supply valves. Tenant must check the walls and floor by the washing machine monthly for evidence of leaks. Tenant must also keep dryer vent and lint trap clear of lint or other build-up, as this could cause a fire.

- **Water Heaters (Electric/Gas)**

If Tenant has an **electric water heater** that stops functioning, Tenant must check to see if the circuit breaker in the main panel box has tripped before making a maintenance/repair request to Manager.

If Tenant has a **gas water heater**, the pilot light may have gone out. Tenant must check manufacturer's instructions or contact the gas company to re-light the pilot.

CLEANING AND HOW-TOS

Manager will do everything possible to deliver to Tenant a clean, well-maintained and comfortable Property with properly functioning mechanical equipment. Proper cleaning and maintenance will keep the Property and its equipment usable for Tenant. A properly maintained Property is a team effort, involving the Manager (who keeps structural and mechanical maintenance functioning properly and makes necessary maintenance/repairs,) and the Tenant (who must keep Property clean, perform cosmetic maintenance and promptly report any structural or mechanical failure to Manager.)

Cleaning Standards

- Tenant must keep windows and storm doors clean, inside and outside. Tenant must conduct interior cleaning at least once a month and exterior cleaning every six months. Tenant must wash between windows and screens quarterly.
- Tenant must clean dust, dirt and debris from the upper and lower sliding glass door tracks monthly.
- Tenant must clean stove, drip pans, under drip pans, oven racks and drawer, broiler pan, hood, filter and vent bi-weekly.
- Tenant must mop vinyl floors bi-weekly.
- Tenant must dust baseboards, window sills, grids, tops of windows, ceiling fans, doors, ceilings and corners of the room monthly.
- Tenant must clean A/C and heat air return grill and change filter every month. (A good rule is when you pay your light bill, change your air filter.)
- Tenant must clean and sweep out fireplace. Tenant must also clean fireplace grate, screen and glass.
- Tenant must replace burned-out light bulbs as needed and clean light fixtures as needed.
- Blinds, if provided, should be cleaned or washed semi-annually.
- Bathrooms should be cleaned weekly. This includes toilet bowls and base, sink, mirrors, floor, bathtub and shower (including walls.) Wipe out medicine cabinet, drawers and cabinets.
- Tenant must sweep out garage as needed.
- **Counter Tops and Cabinets:** Tenant must always use cutting boards and hot pads when chopping, cutting or placing hot items on counter tops. Tenant must not use abrasive cleaners on counter tops, as they will scratch. Tenant must vacuum out all cabinets clean drawer/door fronts before move-out.
- **Kitchen Appliances:** Tenant must clean each kitchen appliance regularly, particularly the stove hood, the filter in the stove hood, the oven, under the burners on the stove and the drip pan.
- **Refrigerator:** Tenant must clean under the refrigerator and washer and dryer regularly. Not cleaning all these items regularly can cause excessive wear and tear, for which Tenant will be responsible.

- **Fireplaces (if present):**
 - a) Tenant must open the flue before starting the fire and keep it open after use until the ashes are cool enough to touch.
 - b) Tenant must close the fireplace screen or door when the fireplace is in use to keep sparks inside.
 - c) Tenant must not put anything, including paper and kindling, closer than three (3) feet to the fireplace when it is in use.
 - d) Tenant must never leave a fire unattended.
 - e) Tenant will only burn only dry, seasoned hardwood. Tenant will not use green wood, treated lumber or painted wood.
 - f) Tenant must never use combustible liquids such as kerosene, turpentine, lighter fluid or gasoline to start or accelerate the fire.
 - g) Tenant will not burn scrap paper, gift wrapping paper or old Christmas trees inside the fireplace.
 - h) Tenant will not use excessive amounts of paper or wood to create a roaring fire.
 - i) Tenant will not dispose of burnt logs or ashes until they are completely cool. Tenant will dispose of cool ashes in a metal container. If Tenant must dispose of a log, Tenant will wait until it is completely cool, then douse it with water and place it outside away from combustible materials.
 - j) Tenant will notify Manager of any problems with the fireplace, such as smoke backing into the room or the flue not working.
 - k) Tenant will not burn pine or any other “sappy” wood. This causes a buildup of residue in the chimney and increases the possibility of fire in the chimney.
 - l) Tenant will not burn cardboard, holiday wrappings, pine needles, etc. In the fireplace.

MOVING OUT

Written Notice

Tenant must give Manager written notice to vacate if Tenant does not intend to renew the Lease Agreement. **The notice must include the date Tenant will vacate and must not be less than 30 days before termination of Lease Agreement.** A 60-day notice is preferable. Upon receipt of notice, Manager Move-Out Procedures will be provided and Tenant must follow the Move-Out Procedures diligently to ensure the full return of Tenant’s security deposit.

Marketing During the Notice Period

During the last 30 days of Tenant’s notice to vacate, Property may be listed in the MLS for rent and a sign placed in the yard. Tenant must be prepared to allow showings on Property. The most probable showing hours are between 9:00am and 7:00pm, and Manager will make an effort to accommodate Tenant’s schedule. Manager will make every attempt to give at least 12-hours’ notice prior to showing; however, Property must be available for showings and kept in good condition during the time Property is listed on the market. Inconvenience, out-of-town guests and no Tenant at home are not acceptable reasons to reschedule. If there is no answer or no answering system, the showing service will call Tenant’s work number to give notice of

showings. Extra effort on the part of Tenant is requested in keeping Property and yard neat and clean during marketing. Animals should be kept out of the way and litter boxes should be clean and odor-free. The better Property shows, the more likely it will rent quickly. The faster a new Tenant is found, the less current Tenant will be bothered by showings. A Property that shows well benefits everyone!

**** Tenant must refer to page 23 for Move-Out Procedures.**

Breaking the Lease

If Tenant defaults on the Lease Agreement, Tenant will be responsible for all costs incurred in securing a new Tenant. Tenant will also be responsible for any damage to Property incurred as a result of Tenant default. If Tenant must move before the end of the Lease Agreement, Manager will market Property promptly, providing that Tenant has given the required 30-day written notice. Tenant must pay a full month's rent for every month until Property is re-leased or Tenant's Lease Agreement ends, whichever comes first.

Forfeiture of Tenant's security deposit does not excuse Tenant from other obligations of the Lease Agreement. Tenant must follow all procedures for marketing, cleaning and check-out. The most common charges for breaking a Lease Agreement are:

- A re-leasing and/or breaking Lease Agreement fee.
- Rent payment until the new Lease Agreement takes effect.
- Lawn maintenance (Tenant needs to arrange this before leaving.)
- Utilities (Tenant must keep these on until notified by Manager.)
- Advertising

Return of the Security Deposit

TENANT MAY NOT ELECT THAT THE SECURITY DEPOSIT BE USED FOR ANY RENT DUE! The security deposit will be refunded within 30 days of Tenant's move-out and return of the keys and garage door openers, etc. to Manager. Refund of the security deposit is subject to the following provisions:

- Tenant has given thirty (30) days written notice prior to vacating, the full term of the Lease Agreement has expired and Tenant has complied with all other provisions.
- All Tenant required charges due, including but not limited to rents and fees, maintenance or repair costs, utilities costs and any other fees or charges that may be required to be paid by Tenant have been paid in full.
- No damage to Property or its contents beyond normal wear and tear is evident. All walls are clean and unmarred. Tenant understands that any expenses incurred by Manager to return Property to the same condition as when Tenant moved in, except reasonable wear and tear, shall be paid by Tenant.
- The entire Property, including but not limited to carpets, bathrooms and fixtures, floors, windows (inside and out,) window blinds, ceiling fans and light fixtures, all appliances, closets and cupboards are thoroughly clean and free of insects.

- All debris, rubbish and all personal property has been removed from Property and disposed of properly.
- The HVAC system has been left clean and in satisfactory condition and the filter has been changed.
- The lawn has been mown and edged, shrubs have been trimmed and debris properly removed from Property.

While every effort is made to refund all of Tenant's security deposit, if Tenant breaches the Lease Agreement and/or leaves Property in sub-standard condition, Manager will charge a processing fee of \$150.00 against the security deposit. This fee will be deducted directly from the security deposit, in addition to other fees and charges due. This fee is used to offset the cost associated with (1) obtaining restorative bids; (2) coordinating repair and cleaning vendors; (3) obtaining legal advice; and (4) preparing and delivering the security claim to Tenant, involving substantial additional work on the part of Manager.

EMERGENCY/DISASTER – BE PREPARED

Make Plans Now

The key to safely and properly handling any emergency/disaster (such as hurricanes) is pre-planning and staying calm during and after the event. Being prepared is an individual responsibility, and Tenant cannot rely on the authorities during such times. Tenant must take charge of Tenant's own safety and be prepared to take action should the situation warrant it. Advanced planning allows for fewer mistakes and greater safety for Tenant, Tenant's family and Property. It is easy to forget even little things in the anxiety which often comes with an emergency. To avoid unnecessary stress and mistakes, Tenant must make preparations early.

Two Types of Emergencies

The first type is a non-disaster emergency, one that is specific to Property (i.e. a tree falls on Property, the hot water heater or a plumbing pipe bursts).

The second type is an area-wide disaster such as a hurricane or tornado.

Hurricane/Storm Watch/Storm Warning

Living in Florida, as in other parts of the Eastern U.S., there is a chance of experiencing storms. It is important to know and follow proper procedures to safeguard Tenant and Property, as well as minimize potential risk and damage.

When a hurricane/storm **watch** issued it usually mean storm conditions **are possible** in the specified area of the watch.

When a hurricane/storm **warning** is issued it means that storms **are expected** in the specified area of the warning, usually **within 24 hours**.

Because we get advance warning of hurricanes, many people choose to leave town when warnings are issued. If Tenant chooses to leave, Tenant must secure Property prior to leaving.

What You Do

Tenant is expected to do everything Owner would do to protect Property. Tenant's first priority is to take steps to prevent damage and/or minimize damage, should it occur. Florida has thunder and lightning storms accompanied by heavy rain, power outages and high winds. Any of these might trigger an emergency, so Tenant must be prepared.

DISASTER PROCEDURES

Tenant must have an emergency preparedness plan, a checklist and a storm kit. Tenant must stay tuned to the local news and follow recommended precautions and instructions. In the event that Tenant decides to leave Property when a storm is eminent:

- Tenant must turn off the main breaker to the house.
- Tenant must turn off the gas supply to Property (Tenant must call the gas company for instructions.)
- Tenant must turn off the water supply to the house.
- Tenant must take all recommended precautions recommended by the local news and storm bulletin publications. **TENANT MUST NOT PUT TAPE ON ANY WINDOWS!**
- Tenant must bring all pets inside Property.
- Tenant must secure all outside items and bring whatever is reasonable into Property (Planters, patio furniture and anything else that could turn into a projectile during high winds.)
- Tenant must secure Property against damage. Tenant must follow all recommendations by the local news and the emergency preparedness teams for Tenant's area.
- Make sure Manager has a key to Property.

TENANT IS RESPONSIBLE FOR SECURING PROPERTY AGAINST POSSIBLE DAMAGE. EVERYTHING AN OWNER SHOULD DO, TENANT IS EXPECTED TO DO.

NON-DISASTER PROCEDURES

These are issues such as a kitchen fire, a tree falling on the house, a water pipe or water heater bursts, etc.

When any emergency of this nature occurs, Tenant should take action to prevent further Property damage immediately. Following is a summary of what to expect. Tenant must post this note in a visible place. Should any of these actions not occur, notify Manager immediately. Keeping everyone on schedule is a cooperative effort, and Tenant is part of the team.

Tenant must take steps to prevent additional Property damage immediately.

- Tenant must turn off the water, electricity or gas source, as the situation requires.
- Tenant must notify Manager immediately.

- Tenant must make a claim on Tenant's Renter's Insurance policy.
- Tenant must notify Manager of Renter's Insurance coverage.
- Tenant must provide Manager with a copy of any report from any authority (police, fire, ect.) within five (5) days of incident.
- Tenant must allow access to Property to insurance adjustors, vendors, ect. so they can assess and repair any Property damage.
- Tenant must notify Manager of delays, "no-show" appointments, or any other problems Tenant experiences with vendors.

Tenant is responsible for any loss to the Owner due to Tenant negligence. Tenant will be billed for any portion not covered by insurance.

DRUG/CRIME DISCLOSURE

Owner, Manager and Tenant agree as follows:

- Tenant, any member of the Tenant's household, guest or any other person under the Tenant's control shall not engage in criminal activity on, near or within sight of the Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana and cocaine.
- Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of Property.
- Tenant or any member of the household will not permit the Property (inside or out) to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is Tenant or a guest.
- Tenant will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of Property or otherwise.
- Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests (if they have previously received a trespass warning), dangerous operation of a motor vehicle on the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off Property or any breach of the Lease Agreement that otherwise jeopardizes the safety or welfare of any person.

- ***VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND CAUSE FOR TERMINATION OF TENANCY.*** Unless otherwise provided by law, ***PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION,*** but shall be based on a preponderance of the evidence.

MOLD DISCLOSURE: Mold is naturally occurring microscopic organisms which reproduce by spores. Mold feeds on organic matter in the environment. The mold spores are spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Most molds are harmless but, certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black. Often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

MOLD PREVENTION

CLIMATE CONTROL:

- Tenant must use all heating air conditioning systems, if provided, in a reasonable manner and to keep premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.
- If Tenant leaves the property for an extended period of time, it is recommended that Tenant leave the air conditioning set to 80 degrees during warm weather. During cold weather, it is recommended that Tenant leave the heat set to 60 degrees.

CLEANING AND VENTILATION:

- | | |
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| <ul style="list-style-type: none"> • Tenant must keep Property clean and regularly dust, mop and vacuum. • Tenant must use hood vents when cleaning, cooking and dishwashing. • Tenant must keep closet doors ajar. • Tenant must avoid excessive indoor plants. • Tenant must use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture. • Tenant must use ceiling fans if present. • Tenant must water all indoor plants outdoors. | <ul style="list-style-type: none"> • Tenant must wipe down any moisture and/or spillage. • Tenant must wipe down bathroom walls and fixtures after bathing/showering. • Tenant must wipe down any vanities/sink tops. • Tenant must avoid air drying dishes. • Tenant must avoid hang drying clothing indoors. • Tenant must regularly empty dehumidifier, if used. • Tenant must open blinds/curtains to allow light into Property. • Tenant must wipe down floors if any water spillage occurs. |
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- Tenant must hang shower curtains within bathtub when showering.
- Tenant must securely close shower doors when showering, if present.
- Tenant must leave bathroom and shower doors open after use.
- Tenant must wipe down windows and sills if moisture is present.
- Tenant must use dryer for wet towels, if present.
- Tenant must use household cleaners on any hard surfaces.
- Tenant must remove any molding or spoiled food from Property.
- Tenant must remove garbage regularly.
- Tenant must wipe down any and all visible moisture.
- Tenant must regularly inspect for leaks under sinks.
- Tenant must check all water hoses, if applicable.

Tenant must report the following issues in writing to Manager immediately:

- Visible or suspected mold.
- All A/C or heating problems or abnormalities.
- Leaks, moisture accumulations or any major spillage.
- Plant watering overflows.
- Shower/bath/sink/toilet overflows.
- Leaky faucets, any other leaky plumbing or pet urine accidents.
- Discoloration of walls, baseboards, doors, window frames and ceilings.
- Moldy clothing, refrigeration and A/C drip pan overflows.
- Moisture dripping from or around any vents and A/C condenser lines.
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, counter tops, clothes dryer vent leaks.
- Any and all moisture and musty odors.

Cleanup of mold: If mold occurs on a non-porous surface such as tubs, showers, sinks, ceramic tile, Formica, vinyl flooring, metal or plastic and, the mold is not due to an ongoing leak or moisture problem, Tenant must clean the areas with a household cleaner, let dry and then apply cleaner such as Lysol, Pine-Sol, Tilex Mildew Remover or Clorox Cleanup.

OUR PERSONAL MESSAGE TO YOU

Congratulations on the selection of your new home. Welcome to the Brevard/Indian River County area, and to your new association with Sunshine Management. We are pleased to have you as our residents and want to make your new association with us a pleasant experience.

Our aim, on behalf of the owner of the property, is to give you quality property management service. In return, we look forward to your being a responsible resident who pays the rent on time, takes care of the property and enjoys the home you have rented.

We at Sunshine Management have been assigned the responsibility of overseeing the property you are renting by the Owner so all of your communication should be with us. We are looking forward to having you as part of the Sunshine Management resident family, and hope your rental experience with us will be a long and pleasant one.

Sincerely,

The Staff and Management of Sunshine Management



MOVE-OUT PROCEDURES

Upon moving out at the end of Tenant’s Lease Agreement, it shall be Tenant’s responsibility to complete the following:

- Tenant must clean the interior and exterior of the house, including all appliances, floors and floor coverings.
- Tenant must dispose of all garbage and trash.
- Tenant must close and lock all windows and doors.
- Tenant must have all carpets cleaned by a professional cleaning company. A receipt for the carpet cleaning must be provided to Manager.
- Tenant must mow the lawn, edge sidewalks and driveways, weed all flower beds and trim the shrubs.
- Tenant must inform all utility services and the post office of Tenant’s departure date and provide a forwarding address.
- Tenant must turn off ice maker (if applicable) and empty ice container.
- Tenant must pull main fuses or turn all circuit breakers to an “OFF” position.
- Tenant must turn in ALL keys on the lease expiration date. Tenant must provide Manager with a forwarding address for notification purposes.
- Tenant must leave electricity and water on at Property for three (3) days after vacating the premises so that Manager can inspect all electrical outlets, lights and appliances. Failure to do so will result in a charge against Tenant’s security deposit for power/water activation.

The Move-Out Process

Once Tenant has vacated the Property and keys have been received by Manager, Manager will initiate the move-out process to determine and expedite return of Tenant’s security deposit. Keys **MUST** be returned to Manager – ***do not leave keys at Property***. Tenant is fully responsible for Property until keys have been received by Manager. All utilities are to be left on at Property in Tenant’s name for three (3) days after Tenant’s keys have been returned to Manager.

Both Tenant and Manager agree that a \$100 cleaning fee will be automatically deducted from the security deposit at such time that Tenant vacates the Property.

I/We have read, understood and agree to the information herein.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____