

Apt. # _____

STUDIO APARTMENT
St. Francis Manor Apartment Lease
1750 20th Avenue, Vero Beach, FL 32960

Lease agreement date _____, between St. Francis Manor (The Lessor), a non-profit corporation of Florida located at 1750 20th Avenue, Vero Beach, Florida and _____, (the tenant)

Lease term is from _____, 202__ to the last day of _____, 202__.

PLEASE READ CAREFULLY

1. St. Francis Manor is a not for profit, non-denominational apartment complex for senior citizens who are able to live independently with the exception of temporary care during recovery periods following medical situations. If at any time during the period of the lease or any extensions the tenant becomes unable to live independently, the Lessor may, after investigation and contact of family or friends, advise the tenant in writing of termination of the lease with not less than thirty (30) days prior notice.
2. Parties agree to the following apartment building _____ and unit # _____.
3. Initial term for one (1) year tenant to pay pro-rated amount from the date of occupancy to next 1st of the month. Monthly rent is \$ _____ + car park _____ = total \$ _____. A security deposit of \$ _____, equal to one month's rent is due in full at signing.
4. Your rent is due and payable by the 3rd of each month and should be delivered to the SFM Office.
5. Included in the rent: Hot and cold water, sewer, trash pickup, range, refrigerator, microwave and air conditioner. Tenant is to provide electric service. (Service must be transferred to tenant name within three days of occupying apartment)
6. After initial one-year term of lease, it will renew on a month to month basis until either party gives thirty (30) days written notice to cancel.

7. Tenant agrees to furnish a re-certification of income at least once a year, if requested.
8. Tenant will not assign this lease, sublet the premises or give accommodation to any roomers, lodgers, or guests or permit use of the premises for any purpose other than as a private dwelling for the sole use of the tenant (except with office permission).
9. Tenant will pay rent promptly when due with no deduction whatsoever. The tenant will keep the premises in a clean and sanitary condition in compliance with all laws and policies of St. Francis Manor. Failure to maintain the premises will result in a notice to vacate the premises. The tenant will not use the premises for any hazardous purposes. Lessor has the right to inspect the apartment upon giving three days' notice to tenant.
10. In the event the tenant or visitor causes any damage by any act, the tenant shall be responsible for all repair or replacement costs.
11. The Lessor or its agents or representatives or municipal agencies for reasons, may enter the premises during all reasonable hours for inspections, repairs or replacements.
12. Annual or semi-annual inspections of each apartment will be performed by St. Francis Manor Management. Tenants will be notified in advance of upcoming inspections. Said inspections are performed to protect the tenant as well as St. Francis Manor. If the apartment fails inspection due to tenant neglect, said tenant will be given written notification of the item(s) that need attention and a re-inspection will be performed within thirty (30) days.
13. The tenant will not install any appliance in the apartment without Lessor approval.
14. The Lessor will not be liable for any loss or damage to any of the tenant's property whether due to theft or suffered by reason of fire, water, rain, hail, lightening, criminal actions or any other causes.
15. The tenant has inspected the apartment and the condition was found to be acceptable and that nothing is required to be done by the Lessor. The tenant agrees that at the end of the occupancy the tenant will deliver up and surrender the premises in as good a condition with reasonable wear

and tear exempted. Failure to do so will result in forfeiture of deposit.

16. There will be no alterations, additions or improvements to the premises without written permission of the Lessor.

17. SFM will not be responsible for deliveries left outside of the rented premises. The office will not accept deliveries for tenants except in prearranged emergencies.

18. Tenants shall not make unlawful, improper or offensive use of the premises or make or permit any improper noise inside or outside of the buildings, alone or with any other tenants or anyone visiting the manor. No harassment or improper conduct will be tolerated by a tenant toward any other tenant or any employee of the Manor. The Administrator may give notice to vacate **IMMEDIATELY** to any tenant for violations of these conditions. The tenant has the recourse to request an emergency hearing with the Board of Directors.

19. Tenant shall comply with any printed regulations of St. Francis Manor relating to the use of the apartment, the grounds or the dining/recreation building for safety, cleanliness and preservation of good order for all, as well as all parking restrictions and regulations.

20. Tenant agrees not to waste utilities provided by the Lessor.

21. **NO SMOKING** is permitted inside apartments. Failure to abide by this restriction is cause for termination of the lease and an order to vacate premises. I acknowledge and accept this policy.

Tenant's Signature

22. When the tenant vacates, a collected damage deposit of one month's rental amount will be used for any damage beyond fair wear and tear done by the tenant, family or visitors. If no damage is determined, the aforesaid deposit will apply first to any unpaid rent, the remainder to be refunded to the tenant.

23. If tenant fails to pay rent, herein specified, promptly when due or should fail to comply with any and all other provisions of this agreement or in the event that this agreement shall terminate

pursuant to the provisions hereof, Lessor shall give tenant notice and begin eviction proceedings.

24. This agreement is subordinate to any mortgages that are now on or that hereafter may be placed against said premises.

25. No parking is reserved for any tenant or guest at any time. As much as possible, all tenants are asked to use the south parking lot leaving the west parking spaces for guests. Should the tenant have two cars, the second car will be parked in the south lot. The designated handicap parking space in the west parking lot is for visitors only.

26. In the event any tenant has children of any age as short term visitors, they will not be permitted to disturb other tenants or roam through any of St. Francis Manor property without the accompaniment and full responsibility of an adult at all times. Children are not permitted to make any use whatsoever of the pond and must remain a reasonable distance from the water's edge.

27. St. Francis Manor provides pest control services each month. Residents are expected to refrain from keeping boxes, papers, food, trash, etc. in their apartment which attracts insects.

28. No dogs, cats, pets, or any other animals (besides those specifically allowed as stated in exceptions listed below) shall be permitted on the premises at any time without permission of management.

A modification to the no-pet policy is now included for the benefit of Manor residents (or one approved for residency.) The tenant/applicant **MUST** meet all of the following requirements for this lease modification:

Exceptions to the "no pet" policy shall be considered on an individual basis. Any tenant or potential tenant who requests a waiver of the "no pet" policy must provide St. Francis Manor with sufficient documented evidence that:

- a. The tenant has a medically and legally documented disability.
- b. The companion animal is medically necessary for the tenant and is properly trained.

Evidence of this will be written statements from a medical doctor or other documented support.

- c. Documentation from a licensed veterinarian confirming the animal has all of the required shots, i.e. rabies, distemper, etc.

Additionally, the following restrictions regarding pet ownership apply:

1. The companion animal must **NOT** interfere with the health, safety, and quiet comfort of any Manor tenant, visitor or staff member.
2. Animals are to be walked in designated areas **ONLY**.
3. Resident (pet owner) will be responsible for picking up and cleaning up pet waste.
4. Any damage to Manor property by an animal shall be professionally assessed for the cost to repair and the tenant will be fully responsible for the costs.
5. No animal will be permitted to be loose on Manor grounds at any time.
6. Animal weight cannot exceed 25 pounds, unless further documented proof is provided to Manor that an animal over 25 pounds is medically necessary for the tenant, such as in the case of a seeing eye dog.
7. A **non-refundable** pet deposit will be required in the amount of \$250, payable at lease signing OR when pet is obtained.

29. It is understood that the apartment I am renting is acceptable to me, and I understand that moving to another apartment cannot be done without the permission of SFM management plus a transfer fee in the amount of one month's rent.

30. St. Francis Manor must have information so we can help you in emergency situations (see attached) **These questions must be answered.**

31. St. Francis Manor of Vero Beach believes its facility should be an environment free from any form of harassment based on race, color, religion, sex, age, disability or national origin.

Therefore, please be advised that verbal abuse or kidding that is oriented toward a prohibited form of harassment, including that which is sexually oriented and considered unwelcome will NOT be tolerated. This includes comments about national origin, race, body, handicap, or appearance, where such comments go beyond mere courtesy, telling dirty jokes that are considered offensive, or any tasteless, sexually oriented comment, innuendos, or actions that offend. Normal, courteous, mutually respectful, pleasant, non-coercive interaction among residents, that is acceptable to both parties, is not considered to be harassment.

32. The undersigned has read all of the above conditions for residency at St. Francis Manor. They have discussed residency conditions with the Manor Administrator. They have been shown the premises, and been told and understand about the general operation of the Manor.

Tenant Signature - Date

St. Francis Manor Representative - Date

The owner certifies that the terms of this lease are in accordance with all provisions of HUD housing Assistance Payment Contracts.

REVISED - 1/1/18

Private and Confidential Information

Please list the person(s) you authorize us to contact in case of an emergency:

#1 emergency contact person:

Name: _____

Address: _____

City, State & Zip: _____

Telephone #: _____

Relationship of this contact person to you is:

#2 emergency contact people:

Name: _____

Address: _____

City, State & Zip: _____

Telephone #: _____

Relationship of this contact person to you is:

Are these the same persons who will be responsible for the contents of your apartment if you should move to another facility or expire? _____

If not, who should we contact: _____?

What is the name of your primary doctor and telephone number?

Have you made final arrangements with a funeral home? If so, which one?

Do you have a living will, or durable power of attorney? _____

Please name a minister or a priest you would like to have called in case of an emergency?
