

## RENTAL AGREEMENT

THIS AGREEMENT, entered into this date, **DATE OF AGREEMENT**, between Robert Lavigne hereinafter called the LANDLORD, and **TENANTS NAMES**, hereinafter called the TENANTS whose address is: **TENANTS ADDRESS**, hereinafter called the TENANTS.

Landlord does lease unto the Tenant the furnished property described as: Vanderbilt Tower 1 **1 Bluebill ave #505 Naples FL USA 34108** TO HAVE AND TO HOLD said property according to the terms and details of transaction (hereafter).

If the full amount is not paid by the contract arrival date (see page 5), the Landlord reserves the right to terminate this lease and consider it null and void with no further obligation to lease the premises to said Tenant. The tenant agrees to pay for all legal fees associated with the termination of this contract arising from the Tenants negligence or inability to pay the full contract amount according to the terms and conditions of this contract. NO REFUND WILL BE MADE to the Tenant unless the unit is re-rented for the cancelled period and the owner is FULLY compensated. You will be charged a 20% cancellation fee if unit is re-rented.

**The Landlord agrees to pay the following:** All necessary utility services, including water, electricity, basic cable TV, Wi-Fi internet, pool services, lawn services and initial cleaning of the premises. Only excessive use of electricity or water shall be billed to the TENANT.

**The Tenant agrees to pay** for all electricity used in excess of \$45/month (average 25-35\$/month).

### **FREE WIRELESS INTERNET ACCESS IS AVAILABLE IN CONDO AT NO EXTRA CHARGE!**

Note: There is no telephone line in the unit, as most of our tenants use their cell phones. Telephone is available for an extra \$50 per stay allowing free call anywhere in North America.

### **RENTERS RULES**

Please read this notice regarding your rental. This information will assist you in understanding the basic obligations, restrictions and procedures. Remember you are staying a privately-owned residence, not a hotel; please take as much care of this property as if it were your own. We stay here as often as we can.

**NOISE:** Condominium rules ask that you remember **Quiet hours are from 10:00pm until 8:00am**. Extreme care should be exercised when playing radios, TV's, and use of walkways and common areas shall be sufficiently quiet and peaceful so as not to disturb the neighbours.

**USE OF FACILITY:** Limited to renters and members of his/her party occupying the premises. Absolutely no parties or groups other than registered guests. Renters should monitor and are responsible for the actions of their children and guests.

**REGISTRATION AND CHECK IN:** Please make arrangements for payment of any unpaid balances before occupancy. In addition, you must check in and register with the Vanderbilt Tower Management Office, open Monday through Friday 8am to 4 pm. If you become locked out of your unit, they have a master key and can let you in upon proof of proper identification. If you become locked out of your unit, please call the Landlord Robert Lavigne (239) 300-6792 (any incurred charge will apply).

**CONDO RULES:**

1. Luggage carts are located by the ground floor elevator and are available for loading and unloading luggage and groceries to the unit. Please return all luggage carts to the ground floor elevator area directly after use.
2. Do not drape towels or swimwear over balcony railings.
3. Please rinse off sand at showers located by pool gate or near back entrance by the trash containers before entering the building/condo.
4. Please do not sit on furniture with wet swimsuits or suntan lotion.
5. Do not allow children to play in or around the elevator.
6. Please keep all dishware clean.
7. No assigned parking - All vehicles have access to open parking near the building,
8. No cooking with gas or charcoal grills allowed on balcony.
9. You may use items in closets, however if you break them, you must replace them or an equivalent charge may be invoiced.
10. No pets are allowed.
11. Absolutely NO SMOKING permitted in the condo. Anyone smoking in the condo will automatically be charged extra cleaning fee.
12. No skateboarding, rollerblading, on property, stairwells, walkways and in parking lots.
13. The trash bins are in area dumpsters by the beach back door.
14. Laundry washer and dryer are located on each floor for all to use (near unit 509). Fee of 1\$ (4 quarters) per load. At reception, Manager will provide change if needed on Tuesday AM.
15. Condo includes towels, sheets, linens, beach chairs, dishes, kitchen equipments, etc.
16. Maximum occupancy of 4 (2 adults + 2 children <= 12 years old).

**POOL RULES:**

1. Pool is restricted from 9am to 10 pm.
2. Your building key is needed to gain access to all pool areas.
3. No life guard on duty, swim at your own risk.
4. Children under 13 must be accompanied by an adult at the pool area.
5. Do not take glassware or food/coolers to the pool area. Plastic glassware and cans are OK.
6. Beach/Pool towels is provided in bedroom closets.
7. Do not remove blankets, bathroom towels or patio furniture to the pool or beach
8. Do not play loud music by the pool, except personal devices with private earphones are OK.

**LAUNDRY** facility (electronic payment card is available from community room on 1<sup>st</sup> floor) on our floor facing unit 509 for your use. At the end of your stay, we ask that you please deposit all dirty laundry, i.e. towels, etc. in the laundry basket and leave it in the closet.

**CLEANING** There is a cleaning service at the end of your stay to prepare the unit for the next tenant. If you want house cleaning (paying service) during your stay, contact Erica Juarez (239) 288-1911 and state owner's name and property address.

**FOOD WASTE DISPOSER** to be used for light and soft food wastes only. No fish scales, bones, onion or potato skins, corn silk, celery, or carrot peelings.

**TRASH AND RECYCLING:** Clogging of the trash chute (located in front of unit 503) continues to be a persistent issue as well as not discarding appropriately outside. Please remember to follow the trash and recycling guidelines published on our website at: [sites.google.com/site/vt1naples/trash-and-recycling](https://sites.google.com/site/vt1naples/trash-and-recycling). Fines will be assessed to FRIENDS for non-compliance. Trash bins and containers are located outside through SouthEast building door.

**CONDO REPAIR:** Please call Robert Lavigne first (239-300-6792) and we will implement any repairs necessary. **DO NOT CONTACT THE VANDERBILT TOWER OFFICE unless there is an emergency.** In case of appliance failure, same day service cannot be guaranteed, but every effort will be made to provide service as quickly as possible. Note: Tenant shall not be entitled to any refund for inoperable appliances, air conditioning, or pools.

**EMERGENCIES/HOSPITAL:** A fire extinguisher is located under the kitchen sink. Please call 911 for any emergencies. [North Collier Hospital](#) is 2,4 miles east from condo (corner of Immokalee Rd. and Goodlette Frank Rd.).

**DAMAGE LIABILITY:** Renters will be accountable for any damages to the premises and to its furnishings, equipment and household items. **Please do not sit on the furniture with wet swimsuits or sun tan lotion or without clothing.**

**TERMINATION/EARLY DEPARTURE:** If the renter violates any of the conditions or restrictions of this agreement, owner may terminate this agreement and enter the premises immediately. If the renter vacates the premises before the end of the contract date, the renter will not be entitled to a refund.

**CANCELLATION POLICY:** If you believe that there may be a problem with keeping your reservation, we suggest that you **contact us immediately**. Cancellations made **less than 6 months** prior to arrival result in all payments made (or to be made to the full amount) being forfeited. Any adjustments to the reservations less than 3 months in advance may not be guaranteed at the original rate quoted, and a change in reservation may be subject to \$500.00 fee. Refunds will not be made for late arrivals or early departures.

**Vacation Rental Insurance** is available through CSA Travel Protection. It covers the loss of rental payments made because of certain unforeseen circumstances, illnesses and injuries. The cost of this insurance is ~7% (approx.) of the base rent, sales tax and any application/association fees. Details outlining benefits, exclusions and limitations are on the CSA website <http://www.vacationrentalinsurance.com>

**PAYMENT TERMS:** We will provide invoice for PayPal credit card payments if processed directly with the LANDLORD. **Payment processing fees extra 3% for PAYPAL and credit cards.** No processing fee for check payments. Reservation will be official after 1st payment clears at the bank.

Terms of payment will be as follow: 30% at contract signature, 50% 6 months previous to arrival date and 20% 3 months previous to arrival date. If contract is signed after those delays, then full amount is due upfront.

If processed with HomeEscape / TripAdvisor (FlipKey) / VRBO / or others through their reservation payment gateway, their payment terms and conditions will apply (see their site for details). All

**Robert Lavigne**

www.condosouth.com · (239) 300-6792

124 rue de l'Anse, Levis (QC) Canada G6K 1C7

1 Bluebill ave, Apt 505, Naples FL 34108

other contractual clauses and conditions from this signed agreement supersede any conditions listed on marketing material, websites and reservation gateways. Prices can change without any advance notice.

**SECURITY DEPOSIT REFUNDED WITHIN 15 DAYS AFTER CONTRACT END DATE BY CASHIER'S CHECK. ANY DAMAGE IS THE RESPONSIBILITY OF THE RENTER AND WILL BE CHARGED.**

**CHECK IN TIME IS 4:00 PM ON THE FIRST RENTAL DAY AND CHECK OUT TIME IS 10:00 AM ON YOUR LAST RENTAL DAY. *Note:*** There is a lock code to the condo unit that will be provided the week before your arrival. Always lock your door when out of unit even for short time. Remember, you are responsible for all things during your stay. We thank you for your cooperation. We thank you for your cooperation.

**ENJOY YOUR STAY IN PARADISE!**

This agreement is entered and is to be performed within the State of Florida, and it is agreed and understood that venue of any action brought to enforce this agreement shall lie in Collier County, Florida. The prevailing party in any action shall recover reasonably attorney's fees and costs.

THE LANDLORD AND TENANT SHOULD SEEK LEGAL ADVICE FROM AN ATTORNEY REGARDING THEIR RIGHTS UNDER THIS LEASE, THE INTERPRETATION OF ANY PROVISIONS IN THIS LEASE, ANY MATTER REQUIRING LEGAL ADVICE, INCLUDING THE STATUTORY RIGHTS OR OBLIGATIONS OF THE LANDLORD OR TENANT.

Vanderbilt Tower 1 ("VT1") and/or the landlord may be required, in its sole discretion, to consult with an attorney as a result of issues raised by your application. In that event, you agree to pay all attorneys' fees and costs incurred by VT1 and/or the owner in connection with your application, regardless of whether your application is approved or not.

THE SECURITY DEPOSIT AND ANY PREPAID RENT SHALL BE HELD BY THE LANDLORD, IN AN INTEREST BEARING ACCOUNT. THE LANDLORD SHALL BE ENTITLED TO ANY INTEREST PAID AS ADDITIONAL COMPENSATION.

The Singular number will be construed to mean the plural when the context hereof shall so require. If any provision of this lease should be found to be unenforceable, the remaining clauses shall still be of full force and effect. This lease shall only be effective when it is signed by both Landlord and Tenant.

**Details of transaction**

<p><b>Renter contact information a.k.a. TENANTS</b>          Name: <b>TENANTS NAME</b>          Address:           Email:          Cell:          Names of extra persons occupying unit (relationship):          _____          _____          _____</p>	<p><b>Here are the details of your reservation</b>           Arrival Date: <b>ARRIVAL</b> – 4 PM          Departure Date: <b>DEPARTURE</b> – 10 AM           Owner Name: Robert Lavigne          Owner Email: <a href="mailto:robert@condosouth.com">robert@condosouth.com</a>          Owner Phone from USA · 239-300-6792          Owner Phone from Canada · 418-666-1100</p>																
<p><b>Quote Details (in US\$)</b></p> <table> <tr> <td># of nights: <b>XXXX</b> =</td> <td>\$</td> </tr> <tr> <td>12% tourist tax</td> <td>\$</td> </tr> <tr> <td>Non-refundable HOA approval (USA)</td> <td>100 \$</td> </tr> <tr> <td>Cleaning fee end of stay</td> <td>90 \$</td> </tr> <tr> <td>VRBO/FlipKey applicable fees</td> <td>\$</td> </tr> <tr> <td>Sub-total</td> <td>\$</td> </tr> <tr> <td><u>Refundable Safety Deposit</u></td> <td><u>500 \$</u></td> </tr> <tr> <td><b>*Total Payment</b></td> <td><b>\$</b></td> </tr> </table> <p><b>* Add payment processing fees extra 3% for PAYPAL and credit cards.</b></p>	# of nights: <b>XXXX</b> =	\$	12% tourist tax	\$	Non-refundable HOA approval (USA)	100 \$	Cleaning fee end of stay	90 \$	VRBO/FlipKey applicable fees	\$	Sub-total	\$	<u>Refundable Safety Deposit</u>	<u>500 \$</u>	<b>*Total Payment</b>	<b>\$</b>	<p><b>Payment terms</b></p> <p><b>Through VRBO/FlipKey payment system:</b></p> <ul style="list-style-type: none"> <li>➤ VRBO/FlipKey rules apply</li> <li>➤ Refer to cancellation policy for any change</li> <li>➤ * Add payment processing fees extra 3% for PAYPAL and credit cards.</li> </ul> <p><b>Check (postal service) or directly with owner:</b></p> <ul style="list-style-type: none"> <li>➤ 30% at agreement signature date = <b>XXX</b> \$US</li> <li>➤ 50% 6 months before arrival date = <b>XXX</b> \$US</li> <li>➤ 20% 3 months before arrival date = <b>XXX</b> \$US</li> <li>➤ Confirm with Robert Lavigne where to mail signed contract and postdated checks.</li> </ul>
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\_\_\_\_\_  
 Print Tenant Name

\_\_\_\_\_  
 Signature of Tenant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Tenant Name

\_\_\_\_\_  
 Signature of Tenant

\_\_\_\_\_  
 Date

Robert Lavigne, pres.  
 Landlord Name

\_\_\_\_\_  
 Signature of Landlord

\_\_\_\_\_  
 Date

**\* Note:** Two (2) sets of keys will be provided. If you lose a set, there is locksmith repair/replacement cost of \$150 as the locks (tumbler) will need to be replaced due to security access which may be compromised. Please safeguard your keys accordingly. There is an electronic lock code to access the condo unit that will be provided for keyless access. Always lock your door when out of unit even for laundry. You still need the building key to access pool and building doors. We thank you for your cooperation, please enjoy your stay!

**THE PARTIES FURTHER AGREE AS FOLLOWS:**

1. Lease is subject to the homeowners' association (HOA) approval. Fees collected for approval process is non-refundable. There is a mandatory HOA form to complete in order to be approved (see attached).
2. Landlord agrees to submit lease application to association or lease as required upon execution of this agreement.
3. Fees from VT1 association are sometimes updated after July 01 of each year, these updated fees will be invoiced to renters.
4. Vanderbilt Tower 1 ("VT1") may be required, in its sole discretion, to consult with an attorney as a result of issues raised by your application. In that event, you agree to pay all attorneys' fees and costs incurred by VT1 or the owner in connection with your application, regardless of whether your application is approved or not.
5. The Tenant accepts the property in its present condition and agrees to keep it clean and in good state of repair. Tenant agrees to pay for replacement of all articles of personal property damaged or broken during the lease, pay the cost of repairing any damage to the property caused by the use or negligence of the Tenant or Tenant's guests, and at the termination of this lease to promptly surrender the property to Landlord in as good condition as said property was at the execution of this Lease, ordinary wear and tear and loss or damage by fire or acts of God excepted. Landlord acknowledges that there is a difference between damage and normal wear and tear and that the Tenant shall not be charged for normal wear and tear caused by normal every day usage. This lease shall terminate in the event that the premises is damaged or destroyed, other than negligence of the TENANT, or upon taking of the property under legal authority or eminent domain.
6. The Property will only be occupied by Tenant's family consisting of 2 persons and no more than 2 children under 12 years old and/or periodic guests for a maximum of 4 people (including tenants). All occupancy must be in accordance with any applicable condominium or homeowners' association rules and regulations, see Vanderbilt Tower 1 home owner association rules and regulations: <https://sites.google.com/site/vt1naples/>.
7. No part of the property will be sublet to others nor shall this lease be assigned or transferred in any way without the written consent of the Landlord.
8. **No pets or animals** whatsoever will be allowed on the property.
9. **SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES (PORCH, INSIDE AND LANAI).** A cleaning fee of 250\$ will be charged/retained from the safety deposit to restore property to rental condition.
10. Landlord, his agents and employees shall have the right to enter the property at all reasonable times and upon reasonable notice for the repair, improvement, care and management of the property, and for showing the property to prospective tenants or buyers.
11. If property is sold while under rental contract, landlord shall transfer the rental agreement to new owner. If new owner decide not to honor agreement, landlord shall fully refund moneys paid by renter with bearing interests.

- 12. Tenant shall use the premises as a temporary vacation rental. Tenant shall not engage in any business, or hazardous activities which may increase fire hazard or cause any damage to the premises. Tenant shall comply with all sanitary laws, ordinances, rules and orders of appropriate government authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease. Tenant shall be held solely responsible for any damages to the community or grounds they may arise from the negligence or intentional conduct by the Tenant or the Tenant's guest during the term of the lease. The Tenant will save the Landlord harmless from and indemnify Landlord for any loss, damage or claims from the Tenant's or the Tenant's guests' use of the community or the facilities.
- 13. Tenant shall be responsible for insuring their personal belongings.
- 14. Tenant agrees to follow all condominium association rules.
- 15. Landlord shall have the property cleaned, at the Landlord's expense, prior to the Tenant's arrival. Upon departure, the property will be professionally cleaned at the Tenant's expense with arrangements to be made by the Landlord. Cleaning charges will include carpet cleaning, linen washing, and dishwashing when necessary. Tenant will provide an exit cleaning fee deposit to Landlord prior to occupancy of unit. If the exit cleaning fee exceeds the amount of the Deposit, Landlord and Tenant agree that additional monies may be deducted from the Security Deposit to pay all costs or Tenant will reimburse Landlord for any additional amounts. If the exit cleaning fees are less than the Deposit amount, any remaining monies will be returned to tenant.
- 16. "Pursuant to Florida Statute 83.49(3)(a) Note: Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:  
  
This is a notice of my intention to impose a claim for damages \$ \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s, 83.49(3), Florida Statutes, You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ .  
  
If the landlord fails to give the required notice within the 30-day period, he forfeits the right to impose a claim upon the security deposit,  
  
a. Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose claim for damages,  
  
b. If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs

plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

- c. Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-Licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 47S and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d)."

The Security Deposit of \$500.00 shall stand as security for Tenant's performance of all lease obligations. Provided the Tenant complies with all terms of this lease, the security deposit shall be returned to the Tenant in a timely manner after final inspection of the premises and confirmation that all fees and charges encumbered by the Tenant and the Tenant's guest(s) for the use of the facilities have been paid in full.

17. In connection with any litigation concerning this lease, the prevailing party shall be entitled to recover a reasonable attorney fee and all costs from the non-prevailing party.
18. Tenant shall not make alterations or improvements to the property without the written consent of Landlord.
19. Tenant agrees to save the Landlord harmless from, and indemnify Landlord for any, loss, damage, or claim by third parties arising from any negligence or intentional conduct by the Tenant or Tenant's guests.
20. Tenant's personal property kept upon the property, or in any storage rooms or other areas, shall be kept there at the sole risk of the Tenant and the Landlord shall in no event be liable for any loss, destruction, theft of, or damage to, such property. The Tenant shall be responsible for procuring the Tenant's own insurance to cover against the possibility of such loss.
21. RADON GAS: Radon Gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.
22. Tenant shall keep the property in a neat and clean condition and shall undertake regular housekeeping at Tenant's expense where so required. Tenant shall dispose of all food at end of stay.
23. Landlord shall be responsible for maintaining and repairing the structural components of the residence including the roof and for providing all necessary functioning electrical, plumbing, HVAC systems, water, basic cable TV, and pool services. Only excessive use of electricity or water will be charged to the tenant Landlord shall not, however, be required to begin the making of any maintenance or repairs unless and until the Tenant has given notice to the Landlord in writing, the nature of repairs needed.



24. Should the property be substantially destroyed or damaged by fire, hurricane or other casualty to be unfit for occupancy or use, then this lease may be terminated by either party and rent shall only be paid to the date of casualty (unless damages are caused by Tenant).
25. Tenant shall leave the front door key in the property upon departure. Two (2) sets of key will be provided. If you lose a set, there is locksmith repair/replacement cost of \$150 as the locks (tumbler) will need to be replaced due to security access which may be compromised. Please safeguard your keys/code accordingly. There is an electronic lock code to the condo unit that will be provided for keyless access. Always lock your doors.
26. Quiet Enjoyment Tenant shall peacefully, have and hold the said premises for the agreed term. Tenant shall not violate any city, state, or federal laws on the premises.
27. Abandonment TENANT shall not abandon the premises. In the event that the TENANT must leave the premises or in the event that TENANT explicitly abandons the premises, the LANDLORD shall have the option to re-rent the premises. LANDLORD is not required to refund any rents to TENANT. LANDLORD deems abandonment to be an anticipatory repudiation of the contract.
28. THE LANDLORD AND TENANT SHOULD SEEK LEGAL ADVICE FROM AN ATTORNEY REGARDING THEIR RIGHTS UNDER THIS LEASE, THE INTERPRETATION OF ANY PROVISIONS IN THIS LEASE, ANY MATTER REQUIRING LEGAL ADVICE, INCLUDING THE STATUTORY RIGHTS OR OBLIGATIONS OF THE LANDLORD OR TENANT.
29. THE SECURITY DEPOSIT AND ANY PREPAID RENT SHALL BE HELD BY THE LANDLORD, IN AN INTEREST BEARING ACCOUNT. THE LANDLORD SHALL BE ENTITLED TO ANY INTEREST PAID AS ADDITIONAL COMPENSATION.
30. This agreement shall be subject to the laws of the State of Florida. Venue for any litigation shall lie in Collier County, Florida. The prevailing party in any action shall recover reasonably attorney's fees and costs.
31. The Singular number will be construed to mean the plural when the context hereof shall so require. If any provision of this lease should be found to be unenforceable, the remaining clauses shall still be of full force and effect. This lease shall only be effective when it is signed by both Landlord and Tenant.

**Tenant(s) Acknowledgment · please initial(s)**

- a) \_\_\_\_\_ Tenant has received copies of Vanderbilt Tower 1 Association Inc. application for approval to lease a condominium unit.

Please refer to [VT1 website](https://sites.google.com/site/vt1naples/main) for updated information: <https://sites.google.com/site/vt1naples/main>

**b) Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____
Print Tenant Name	Signature of Tenant	Date

_____	_____	_____
Print Tenant Name	Signature of Tenant	Date

<u>Robert Lavigne</u>	_____	_____
Landlord Name	Signature of Landlord	Date