

MONTH TO MONTH LEASE AGREEMENT

This Month-to-Month Lease Agreement (subsequently referred to as the "Agreement") is made and entered into between the parties hereto and is effective on 12/01/2022 as on hereof Gina Jackson . (hence referred to as the "Landlord"), whose home address is as follows: 59 Espanola, Bunnell, Florida, 32110 and mobile number is (386) 255-5874. (hence "Tenant")Ruthie Smith, whose current residence is , 1726 Hazelnut Street, Bunnell, Florida, 32110 and the contact information is (386) 276-1923.

WITNESSETH:

WHEREAS, the owner of the real estate property is situated at 59 Espanola, Bunnell, which is a country of Flagler in the state of Florida and has the ZIP code 32110. (subsequently referred to as the "Premises")

MONTH-TO-MONTH

The Premises will be rented on a month-to-month basis, or "Month-To-Month Tenancy," and may be canceled with at least 15 days' written notice, with the termination taking effect on the last day of the subsequent rental period. With regard to each clause of the month-to-month tenancy, TIME IS OF THE ESSENCE.

RENT

The Premises' \$1,200.00 monthly rent is due on the Third day of each calendar month. Make your check payable to Gina Jackson and mail it to the landlord at the address listed above. In addition, before the tenant can move into the aforementioned property, a Security Deposit in the amount of \$1,000.00 must be paid upfront.

LATE FEES

Tenant acknowledges the late payment of Rent may cause the Landlord to incur additional costs and expenses, the exact amount of which is extremely difficult and impractical to determine. These costs may include but are not limited to: processing, enforcement, accounting expenses and late charges. Partial Rent payments are not accepted. In the event that any payment required to be paid by Tenant hereunder is not made within 5 days, Tenant shall pay to the Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of 5. Late fees are to be deemed additional Rent and can be waived in the sole discretion of the Landlord.

RETURNED CHECKS

Tenant acknowledges that the issuance of a returned check may cause the Landlord to incur additional costs and expenses, the exact amount of which is extremely difficult and impractical to determine. If any payment is returned by the financial institution, for any reason, the Landlord may require all future payments to be made in cash or by certified check upon written notice to the Tenant. In addition, Tenant shall pay a returned check fee of \$75.00 upon demand by the Landlord. All fees, late fees, and service charges incurred by the Tenant, as well as any expenses including reasonable attorney's fees incurred by the Landlord in instituting and prosecuting any actions by reason of any default of Tenant hereunder, shall

be deemed to be additional rent and shall be due from Tenant to Landlord immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this Agreement for nonpayment of rent.

UTILITIES, HEATING & AC

All monthly utility bills for Electric and water included in rent charges that are supplied to the Premises and currently metered separately must be paid by the Tenant when they become due. A fair proportion of hot water and cold water will be provided by the Owner (except where these services are provided through utility meters measured to the premises) during the normal heating season. A breach of this agreement shall not occur when the Landlord fails to provide any of the aforementioned items to a degree, quantity, quality, or character beyond its reasonable control.

OWNERSHIP OF PROPERTY

The Landlord will give the Tenant complete possession of the aforementioned property on 12/01/2022 after this Agreement has been signed, the aforementioned Security Deposit has been paid, and the first month's rent has been paid. Personal belongings and occupants must vacate the premises, except for those covered by the contract. Tenant will not be responsible for any damage or loss, and Landlord will not be liable for any rent until full possession of the Premises is delivered by Landlord on the start date of the Agreement. If possession is not given within _____ days after the start of this Agreement, either party may end it by written notice. Following receipt of this notice, there will be no further responsibilities of the Tenant or Landlord under this agreement. The Tenant will also receive a refund for all payments made under this Agreement. To regain possession, the Tenant permits the Landlord to take all necessary legal action on their behalf.

Refrigerator and stove

USE, OCCURRENCE, ASSIGNMENT, AND SUBLETTING

The Premises must only be utilized for 1, _____ people's residential occupancy. There must not be more people living there than allowed by law, regulation, or ordinance. If the tenant wants to or expects to change how they will occupy the premises (for example, due to an adoption, the birth of a child, or another reason), they must give the landlord at least 10 days' notice. Landlord's consent is required before subletting or assigning any of the Tenant's rights under this Agreement. In the case of condominiums, apartment complexes, or other multiple-unit housing, tenants will follow all applicable laws and regulations. Similarly, the tenant agrees not to misuse or illegally use the Premises, as well as not to adversely affect the comfort, safety, or enjoyment of other tenants.

ALTERATION, CLEANLINESS, & REPAIRS

Apart from normal wear and tear, the Tenant must maintain the Premises in the same state they were in before the lease began. As part of the contract the Landlord is responsible for maintaining and repairing all fixtures, appliances, and other items on the Premises. A tenant must notify the Landlord or an approved maintenance custodian of any maintenance or repair problems. Any interior or exterior modifications to the premises must have the landlord's prior written consent. Lock rekeys and lock modifications are not allowed without the Landlord's prior written permission. Any new lock, change of an existing lock, or rekey of a lock must be promptly delivered to the Landlord at the Tenant's expense. The Tenant shall immediately notify the Landlord or his/her designated maintenance custodian at (386) 255-5874 of any maintenance or repair issues which require attention.

Landlord consent is required to install any washer, dryer, air conditioner, space heater, water bed, or fixture. The landlord shall own any lock or permanent fixture installed on the Premises with the landlord's consent unless otherwise stipulated.

No object(s) or item(s) may be thrown from a porch, balcony, or window, nor may they be kept on, in, or close to a railing, fire escape, or windowsill. Any object or item(s) placed or stored by the tenant in any shared area is strictly prohibited.

It is the tenant's responsibility to dispose of any garbage or trash that damages any fixture or clogs any pipes if the fixture is misused by the tenant.

At the expiration of this Agreement, the lessee shall return the site to the owner in the same condition as when they moved in, except for normal wear. If the lessee fails to return or deliver all keys after vacating the premises, the lessor reserves the right to promptly exchange all locks and keys. Borrowers, their guests, or invitees may damage the facility unless force majeure or damage for which the landlord is legally liable occurs. Losses are your responsibility.

FIRE & CASUALTY

In the event of a fire or other incident that significantly negatively impacts the lessor's use or access to the premises, the owner may terminate this lease. I can do it. The landlord can cancel the contract at any time before it is mandatory to return the building to its original condition by reducing the rent. If the landlord does not restore the building or doorway within 1 days, the tenant may terminate this contract at the end of the month.

INSURANCE

Any renter's insurance coverage on the tenant's personal property against fire or other peril must be obtained and maintained by the tenant.

ENTRY & INSPECTION

At reasonable times and with reasonable notice to the Tenant, the Landlord or his/her agent(s) or designee(s) may enter the Premises to inspect the Premises, maintain or repair the Premises, and ensure compliance with any statute, code, or regulation.

BREAKING AND ABANDONING

The Landlord may terminate this Agreement by giving the Tenant an advance 15 days written Notice to Quit for Nonpayment of Rent in accordance with relevant legislation if the Tenant breaches this Agreement by failing to pay rent when due or by failing to comply with any term or condition of this Agreement. Landlord entry won't be necessary prior to termination. Any other rights or remedies of the Landlord are not waived or affected by the issuance of a notice pursuant to this paragraph. In the event of such termination, the Tenant shall be responsible for paying the Landlord the remaining balance of rent due in addition to (I) all costs and expenses reasonably accumulated by the Landlord to restore the Premises to the situation they were in at the starting of the Month-to-Month Tenancy, like cleaning and painting; (ii) moving and storage fees for any personal belongings of the Tenant either required by law to be moved and stored or in the Owner's discretion. (iv) Interest beginning on the date of the breach, expenses, and legal fees. Any rights or remedies are not waived by the Landlord's omission to file suit or delay in doing so.

IDENTIFICATION

A tenant agrees to indemnify, defend, and hold harmless the Landlord from any injury, loss, or damage incurred by the tenant or any visitor to the premises or in any common area, except those caused by the Landlord's direct negligence, unlawful acts, or legal responsibility.

AVOCATIVE FEES

Landlords may seek recovery for damages or for possession of the Premises by bringing a summary process action or other civil action, but the Tenant shall be responsible for the Landlord's reasonable attorneys' fees.

NOTICES

The Landlord or Tenant, or their designated representative, must receive any notices required by or allowed under this Agreement, including notices of a breach of any terms and conditions, of a legal requirement, and notices of care, maintenance, or repair, in writing, by hand, or mailed via certified mail with a return receipt.

In the absence of a receipt, the notice shall be considered delivered on the next business day after deposit with the overnight or delivery service, or if sent by certified mail, on the date of delivery set forth in the receipt. A notice may be accepted, whether by delivery or mail if signed by a person authorized to receive it. A notice may also be given in any other manner permitted by law.

Landlords

Gina Jackson

59 Espanola
Bunnell, Florida 32110

(386) 255-5874

Tenants

Ruthie Smith

1726 Hazelnut Street
Bunnell, Florida 32110

(386) 276-1923

AGREEMENT COPIES

A copy of this Agreement will be delivered to the Tenant by the Landlord within 7 days after a print of this Contract has been duly implemented and handed to the Landlord.

REPRISALS ARE UNALLOWED

Landlords must accept that retaliating against tenants who exercise their legal rights is against the law.

IN WITNESS WHEREOF, the above parties have signed and sealed this document and another of a similar tenor.