

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") made and entered into on the date indicated below, by and between Alachua County, a charter county and political subdivision of the State of Florida (as "Lessor") and Max Danford. (as the "Lessee").

1. **PROPERTY.** Lessor agrees lease to Lessee the following described real property and buildings thereon located at: 9009 SW 135<sup>th</sup> Place, Archer, FL 32618 (parcel #07399-100-016), together with any furnishings, fixtures, and appliances ("Property"). Only the Lessee named above shall occupy the Property, unless prior written consent is obtained by Lessor.

2. **TERM.** This Agreement shall be for a month-to-month term beginning on April 1, 2025 ("effective date") and renewing every month thereafter on the 1<sup>st</sup> of the month, unless and until terminated. This Agreement shall not extend for a term great than one (1) year from the effective date. In accordance with Florida law, this Agreement term will be terminated upon either party giving written notice to the other party not less than 30 days' prior to the end of any monthly period.

3. **RENT PAYMENTS.** Lessee shall pay the monthly rent amount of \$ 2,016.00 as rent on the *first (1<sup>st</sup>) day of each month* in advance without demand to Lessor. Lessee shall make rent payments required under this Agreement by cash, personal check or cashier's check, or any other method accepted by Lessor. If Lessee makes a rent payment with a worthless check, Lessee shall pay a bad check fee to Lessor in the amount of thirty-five dollars (\$35.00) per check, or the amount otherwise permitted under Florida law. Payment shall be made payable to Alachua County Board of County Commissioners and delivered by mail or hand delivery to Lessor at: Community Support Services, Attn: Housing Manager, 218 SE 24<sup>th</sup> Street, Gainesville, FL 32641. The rent for any fractional part of the month shall be prorated. Lessee shall pay rent on or before the due date. Lessee shall pay a late fee in the amount of thirty dollars (\$30.00), if Lessee fails to make rent payment on or before the third (3rd) day of each month. Time is of the essence. All payments made shall be first applied to any outstanding balances of any kind, including late fees, due under this Agreement.

4. **MONEY PRIOR TO OCCUPANCY AND SECURITY DEPOSIT.** Lessee shall pay in full to Lessor the below listed sum to Lessor within 10 days after execution of this Agreement:

|                                  |            |
|----------------------------------|------------|
| First month's rent               | \$2,016.00 |
| Security deposit                 | \$ 0       |
| Pet Fee, if applicable \$100/pet | \$ 0       |
| <b>Total: \$ 2,016.00</b>        |            |

Lessor may hold and apply the Security Deposit as security for the performance of this Agreement, including, but not limited to, monetary damage to the Lessor caused by the Lessee's breach of this Agreement prior to the expiration thereof. The Security Deposit is not rent and will not be applied as rent, unless the Lessee defaults obligation to pay rent in which case the Lessor may apply Security Deposit toward unpaid rent. The Security Deposit will be held in a non-interest bearing account held by Alachua County. A fee in lieu of security deposit is not an option under this Agreement.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LESSOR MAY TRANSFER ADVANCE RENTS TO THE LESSOR'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LESSOR YOUR NEW ADDRESS SO THAT THE LESSOR CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LESSOR MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LESSOR'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LESSOR STATING YOUR OBJECTION TO THE

CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LESSOR'S NOTICE, THE LESSOR WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LESSOR FAILS TO TIMELY MAIL YOU NOTICE, THE LESSOR MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LESSOR MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

**5. PET FEE.** Lessee shall not keep any animal or pet in or around the Property without Lessor's prior consent. Upon consent, Lessee shall pay an additional nonrefundable pet fee in the amount of one hundred dollars (\$100.00). At no time shall Lessee have more than two (2) pets on the Property.

**6. UTILITIES.** Lessee shall pay all charges, including deposits, for electrical service, gas, phone, alarm, cable, internet, sewer, water and other utility services supplied to the Property. Lessee agrees to have all utilities placed in Lessee's name with the account kept current throughout occupancy.

**7. REPAIRS AND MAINTENANCE.** Lessee shall maintain the Property in a clean and sanitary manner. Lessees shall deposit all garbage and waste in a clean and sanitary manner in the proper receptacles. Lessee acknowledges that he/she has examined the Property and found said Property, all furnishing, fixtures, furniture, plumbing, heating/cooling, electrical facilities and appliances are in good satisfactory condition. Lessee will be liable for and will pay all costs and expenses for damages to the Property resulting from the negligence of Lessee or Lessee's guests or invitees. Lessee shall notify Lessor immediately of any potentially hazardous or emergency condition existing on or about the Property.

Lessee agrees to be responsible for any maintenance and repairs to the Property, appliances, and fixtures, whether outside or interior, which includes but is not limited to windows, HVAC, plumbing, pest control, garbage pickup, lawn, lighting, porches, doors, and walls. Lessee shall comply with obligations imposed by provisions of building, housing, health and property maintenance codes. Lessor agrees to be responsible for maintenance to the following items: roof and foundation.

**8. IMPROVEMENTS.** Lessee shall not install permanent fixtures, install satellite dishes or make any alterations or improvements to the Property without the prior written consent of the Lessor. Lessee may hang pictures on the walls and paint the walls, so long as Lessee repairs any and all damages resulting from the removal of items before the end of the lease term. It is hereby agreed and understood that any fixture placed on or constructed on the Property and permanently attached thereto, shall remain the property of Lessor upon termination of this Agreement, whether by breach or by expiration of its natural term.

Lessee shall not keep dangerous or flammable items that might increase the danger of fire or damage on the Property. Lessee shall install and maintain fire protection equipment, including smoke detectors and fire extinguisher in the Property. Lessee shall not create any environmental hazards on or about the Property.

**9. VACATING.** Prior to or within 15 days after execution of this Lease, the locks on the Property will be changed and each the Lessee and Lessor will obtain a key(s) to the Property. At expiration of this Agreement, Lessee shall surrender the Property to Lessor in a good, clean condition and return all key(s) to Lessor. A charge of \$10.00 will be made if key(s) are not returned immediately to Lessor upon vacating the property. **THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PROPERTY, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.** If Lessee holds over and continues in possession of the Property after expiration of the term or termination of this Agreement, without the permission of the Alachua County Manager, Lessor may recover possession of the Property in accordance with Florida law and may recover double the rent from Lessee for the period during which the Lessee refuse to vacate the Property.

**10. ILLEGAL, UNLAWFUL OR IMPROPER USE.** Lessee shall make no unlawful, illegal, improper, immoral or offensive use of the Property, nor will Lessee use the Property for any purposes other than for residential use. Lessee shall comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Property, for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Property during the term of this Agreement. Lessor makes no warranty of habitability or fitness of the Property and its improvements.

**11. SMOKING.** No smoking is permitted inside the house.

**12. RISK OF LOSS AND INSURANCE.** All personal property that may be in or on the Property shall be at the sole risk of the Lessee. Lessor shall not be liable for any loss or damage to said personal property, whether arising from damage, theft, criminal acts, fire, storm, flood, rain, wind or acts of negligence of any person. By this Agreement, Lessee is encouraged to obtain rental insurance.

LESSEE HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS COMMISSIONERS, EMPLOYEES, ATTORNEYS, AGENTS AND ASSIGNS (HEREAFTER, COLLECTIVELY "COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST THE COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR ANY WAY RESULTING FROM OR W CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS AGREEMENT OR FROM LESSEE'S ENTRY OR USE OF THE PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY. This indemnification provision will survive the expiration or termination of this License Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or the limits of liability of §768.28, Florida Statutes.

**13. RIGHT OF ACCESS.** Lessor and/or her agents may enter the Property at any reasonable time for the purpose of inspecting the Property, showing Property to prospective buyers or sellers, and/or performing other duties as are required under this Agreement. Lessor agrees to post the Property or hand deliver to Lessee twenty-four (24) hour advance notice prior to entry of the Property, unless it is an emergency situation. Lessee shall not alter or add-locks without prior written consent of Lessor.

**14. ASSIGNMENT AND SUBLEASE.** Lessee shall not assign its responsibilities under this Agreement or sublease any part of the Property.

**15. TERMINATION AND DEFAULT.** Upon Lessee's failure to pay rent when due or upon Lessee's breach of any provision contained in this Agreement, or if Lessee abandons or vacates the Property prior to expiration of the term of this Agreement, Lessor may immediately or at any time thereafter, and without further notice or demand, enter into and upon the Property, and repossess the Property in the manner provided under Florida law, and may remote its effects.

In the event that Lessee fails to comply with any term or provision of this Agreement, Lessor reserves the option to: (a) setoff and deduct from the rent amount due to Lessor such sum as Lessor determines are required to remedy the default of Lessor; (b) terminate this Agreement; and/or (c) bring suit for damages against Lessor for any expense and costs, that Lessor may incur by Lessee's failure to comply with any term or provision of this Agreement.

In the event the Property is damaged or destroyed by fire, lighting, storm, hurricane, or other casualty the County will refund the pro rata part of any rent paid in advance by Lessee prior to the destruction. Should the Property be only partially destroyed, leaving the major part in useable condition, then (a) the parties may jointly agree to terminate this Agreement, (b) either party may immediately terminate this Agreement, or (c) at the option of the Lessor, the rent shall abate on the damaged portion until the Property is restored by the Lessor and when the repairs are completed, the full rent shall commence and be due from the Lessee.

**16. GOVERNING LAW, VENUE AND ATTORNEYS' FEES.** In the event of any legal action to enforce the terms of this Agreement, each party agrees to pay for their own attorneys' fees and costs. This Agreement shall be governed, interpreted and construed to the laws of the State of Florida. Venue for any legal action by any party shall be in a court of competent jurisdiction in and for Alachua County, Florida.

**17. NOTICE.** Notice under this Agreement shall be given in writing by U.S. mail or hand delivery to Lessor at: Community Support Services, Attn: Housing Manager, 218 SE 24<sup>th</sup> Street, Gainesville, FL 32641, or other method acceptable to Lessor. Any notice to Lessee shall be given by U.S. mail or hand delivery to Lessee at the Property. If Lessee is absent from the Property, Lessor may give notice to Lessee by posting and leaving a copy of the notice at the Property.

**18. MODIFICATION AND WAIVER.** The waiver by Lessor of any of Lessee's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty under this Agreement. This Agreement, together with any addendum, constitutes the entire understanding between the parties and no other agreements, either oral or written, exist between the Lessor and the Lessee. Lessee acknowledges that he/she has read and understands this Agreement, including any addendums hereto. This Agreement may only be modified, supplemented or canceled by written instrument executed by the parties hereto.

**19. LIENS.** Lessee(s) shall not have the right or authority to encumber the Property or to permit any person to claim or assert a lien for the improvement or repair of the Property made by the Lessee(s). Lessee(s) shall notify all parties performing work on the Property at Lessee's request that this Agreement does not allow any liens to attach to Lessor's Property.

**20. RADAN GAS.** Radon 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 and radon testing may be obtained from your county public health unit.

**21. ELECTRONIC SIGNATURES.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures.

Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the world wide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year below written.

**LESSOR:**  
ALACHUA COUNTY, FLORIDA

Signed by:  
By: Michele Liberman  
B88C80D41AEC450  
Michele Liberman, County Manager  
Date: 4/8/2025

APPROVED AS TO FORM  
By: Robert C Swain  
274E045D4F99416  
Alachua County Attorney's Office

**LESSEE:**

Signature: Maxwell Danford  
Printed Name: MAXWELL DANFORD  
Date: 4-1-25

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of April, 2025, by Maxwell Danford.

Megan Lang  
(Signature of Notary Public - State of Florida)

Megan Lang  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification  
Type of Identification Produced Driver License

