

**MIAMI-DADE COUNTY
CANDIDATE OATH –
NONPARTISAN OFFICE**

(Not for use by Judicial or School Board Candidates)

OFFICE USE ONLY

Proof of residency provided:

- Driver's License
 Voter Information Card
 Property Tax Receipt
 Utility Bill
 Homestead Exemption Receipt
 Lease Agreement

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 2016 JUN 16 PM 12:22
 MIAMI-DADE COUNTY
 ELECTIONS DEPARTMENT

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)


I, Gerardo "Jerry" Rodriguez

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * - NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of Community Council AREA / SUB AREA / 10/ At large
(OFFICE) (DISTRICT/GROUP/SEAT #)

I am a qualified elector of Miami-Dade County, Florida; I am qualified under the Constitution and the Laws of Florida and the Home Rule Charter of Miami-Dade County to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

I affirm that I am a resident of Miami-Dade County, meet the minimum residency requirements for this office, and submitting proof of my residency in the district for the prescribed period. Under penalties of perjury, I declare that I have read the foregoing Oath of Candidate and that the facts stated in such are true.

X		305-506-5219	grjr2016@gmail.com
	Signature of Candidate	Telephone Number	Email Address
	1040 SW 76 Court	Miami	FL 33144
	Address	City	State ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): 110242148

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (see instructions on page 2 of this form):

Gerardo Jerry Rodriguez

STATE OF FLORIDA

COUNTY OF Miami-Dade

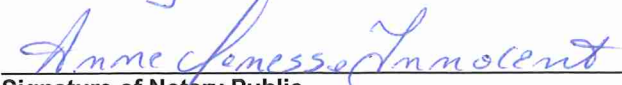
Sworn to (or affirmed) and subscribed before me this 16th day of June, 20 16.

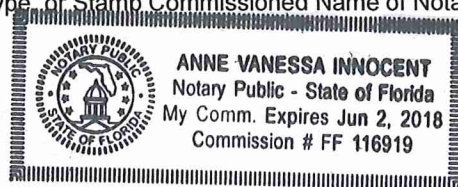
Personally Known: _____ or

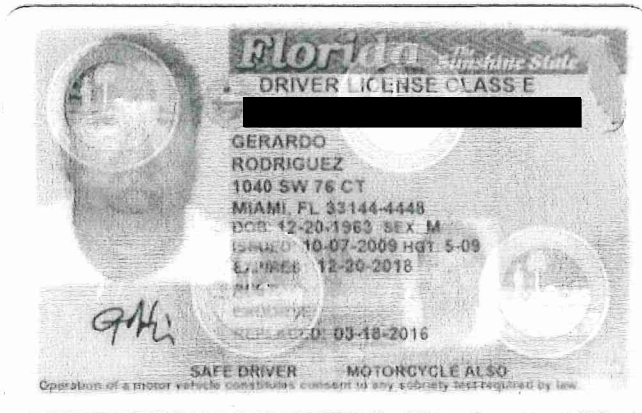
Produced Identification:

Type of Identification Produced:

Driver License


Signature of Notary Public
 Print, Type, or Stamp Commissioned Name of Notary Public





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MIAMI-DADE COUNTY
ELECTIONS DEPARTMENT

Please print or type your name, mailing address, agency name, and position below:

RECEIVED FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :
Rodriguez, Gerardo "Jerry"

2016 JUN 16 PM 12:22

MAILING ADDRESS :
1040 SW 76 Ct

MIAMI-DADE COUNTY
ELECTIONS DEPARTMENT

CITY : Miami ZIP : 33144 COUNTY : Miami-Dade

NAME OF AGENCY :
MIAMI-DADE COUNTY

NAME OF OFFICE OR POSITION HELD OR SOUGHT :
Community Council AREA / SUBAREA At Large

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2015 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: _____

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
New Horizons CMHC	1469 NW 36 Street, Miami Fl. 33142	Operations Manager

PART B -- SECONDARY SOURCES OF INCOME
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
N/A			

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

N/A

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
N/A	

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
N/A	

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
N/A		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING
 For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

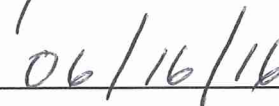
IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:



Date Signed:



CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

WHAT TO FILE:

After completing all parts of this form, **including signing and dating it**, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

NOTE:

MULTIPLE FILING UNNECESSARY:

A candidate who previously filed Form 1 because of another public position must file a copy of his or her Form 1 when qualifying. A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

Facsimiles will not be accepted.

WHERE TO FILE:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see page 3 of instructions.

WHEN TO FILE:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment. **Candidates** must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does **not** relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2015.



OFFICIAL RECEIPT
MIAMI-DADE COUNTY-FLORIDA

No. 7129597

RECEIVED FROM Gerardo Rodriguez
ADDRESS 1040 SW 76 Court
Miami CITY FL STATE 33 ZIP

DATE 6 / 16 / 16
MONTH DAY YEAR
CASH \$ _____
CHECKS \$ 100 . 00
TOTAL \$ 100 . 00

AMOUNT OF: One Hundred DOLLARS, AND 00/100 CENTS

FOR PAYMENT OF: Qualifying fee - Community Council Area / Subarea 10 / AT Large

THIS RECEIPT NOT VALID UNLESS DATED, COMPLETED AND SIGNED BY AUTHORIZED EMPLOYEE OF DEPARTMENT
DEPT.: Elections BY: Alfonso Innocent

FOR OFFICE USE ONLY

TRANS	SUBSIDIARY	INDEX CODE	SUBJECT	AMOUNT

107.01-1 6/04

GERARDO RODRIGUEZ CAMPAIGN ACCT 1001
63-751/631 10958
142396988

Date June 16, 2016

Pay to the Order of MIAMI-DADE County \$ 100.00

ONE HUNDRED ⁰⁰/₁₀₀ Dollars

WELLS FARGO Wells Fargo Bank, N.A. Florida wells Fargo.com

For Qualifying Fee Community Council Area / Subarea 10 / AT Large

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Florida Residential Lease Agreement

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THIS AGREEMENT (hereinafter referred to as the "Florida Lease Agreement") is made and entered into this **01 day of November, 2015**, by and between **Jose Angel Perez** (hereinafter referred to as "Landlord") and **Gerardo Rodriguez & Mariela Rodriguez** (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at **1040 SW 76 Court, Miami, Fl. 33144** (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.
2. **TERM.** This Florida Lease Agreement shall commence on November 01, 2015 and shall continue as a lease for term. The termination date shall be on **June 30, 2018 at 11:59 PM**. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occurs:
 - (i) Landlord and Tenant formally extend this Florida Lease Agreement in writing or create and execute a new, written, and signed Florida Lease Agreement; or
 - (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Florida Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Florida Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$2100 per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.
 - A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 5th. day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$50.00. If Landlord receives the monthly rent by the 6th. day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

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B. Prorated Rent. In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.

D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

4. SECURITY DEPOSIT. Upon execution of this Florida Lease Agreement, Tenant shall deposit with Landlord the sum of \$2100.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. REFUND. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Florida Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

B. DEDUCTIONS. Landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within five days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges and repairs, then to any unpaid rent.

5. USE OF PREMISES. The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of five, exclusively, as a private single family dwelling, and the Premises can be used at any time during the term of this Florida Lease Agreement by Tenant for the purpose of

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MIAMI-DADE COUNTY

FILE EFFECTIVE DATE

carrying on any business, profession home office, or for a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities effective on the date of the Lease, use, occupancy and preservation of the Premises.

6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Florida Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Florida Lease Agreement.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Florida Lease Agreement.

9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Florida Lease Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Florida

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Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

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A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of Ingress and egress only; ELECTIONS DEPARTMENT

B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

C. Not obstruct or cover the windows or doors;

D. Not leave windows or doors in an open position during any inclement weather;

E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

G. Keep all air conditioning filters clean and free from dirt; Pool filters

H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty this Florida Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The

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rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises. Tenant shall pay the rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the obligation of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Florida Lease Agreement continue according to its terms.

14. ACCESS BY LANDLORD. Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Florida Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;
- F. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Landlord must provide tenants first refusal to purchase said house at a fair market price.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. SUBORDINATION OF LEASE. This Florida Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Florida Lease Agreement, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$2100.00 per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

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MIAMI-DADE COUNTY
CLERK OF COUNTY COMMISSIONER

17. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Florida Lease Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.
18. PET. Any damage caused by pet tenant shall be repaired.
19. WATERBEDS. THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.
20. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
21. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. DEFAULT. If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Florida Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Florida Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Florida Lease Agreement.
23. ABANDONMENT. If at any time during the term of this Florida Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Florida Lease Agreement during the balance of the unexpired term, if this Florida Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

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RECORDING DEPARTMENT

24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF FLORIDA LEASE AGREEMENTS.** Landlord shall not record this Florida Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Florida Lease Agreement, this Florida Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Florida Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.
27. **SEVERABILITY.** If any provision of this Florida Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Florida Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Florida Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Florida Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address: 1040 SW 76 Court Miami, Fl. 33144.
34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978 Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

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MIAMI-DADE COUNTY
ELECTRONIC DEPARTMENT

35. WAIVER OF JURY TRIAL. LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT NOT LIMITED TO, ANY ISSUES INVOLVING TENANT'S TENANCY.

36. RADON NOTIFICATION. Pursuant to Florida Statute 404.056(8), the following disclosure is made: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has

Accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas 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."

37. WAIVER OF NOTICE. TENANT HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.

As to Landlord, this 01 day of November, 2015. \$2100.00 Deposit paid in full.

LANDLORD:

Sign: [Signature]

Print: Jose Angel Perez

Date: 11/01/15

As to Tenant, this 01 day of November, 2015.

TENANT:

Sign: [Signature]

Print: Gerardo Rodriguez

Date: 11/01/15

TENANT:

Sign: [Signature]

Print: Mariela Rodriguez

Date: 11-1-15

Evelina W. Bestman 11/1/15

