



COMMUNITY ADDENDUM

This Community Addendum (this “Addendum”) is made and entered into as of the same date as the Housing Contract (the “Contract”) to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Contract as if the terms of this Addendum were written into the Contract.

All installments and fees made payable to	Hawks Landing 4010 North Lois Ave Tampa, FL 33614
NON-REFUNDABLE APPLICATION FEE	\$50
NON-REFUNDABLE ADMINISTRATIVE FEE • Renewals are not required to pay fees twice	\$200
COMMENCEMENT DATE-RENEWALS	August 1, 2010
COMMENCEMENT DATE-NEW RESIDENTS	August 18, 2010
EXPIRATION DATE FOR 12 MONTH CONTRACT	July 31, 2011
EXPIRATION DATE FOR 10 MONTH CONTRACT	May 31, 2011
EXPIRATION DATE FOR 5 MONTH CONTRACT	December 31, 2010
SHORT TERM PREMIUM	\$25/month for 10 month \$50/month for 5 month
INITIAL LATE CHARGE • Charged on the fourth (4 th) day of the month if Rent is not paid by the third (3 rd) day of the month. Rent is delinquent until Rent is paid in full.	\$35
DAILY LATE CHARGE • Charged per day beginning on the fifth (5 th) day of the month for a maximum of \$150.00. Rent is delinquent until Rent is paid in full.	\$10
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	\$45
ASSIGNMENT FEE • To be paid by Resident or Assigned Resident or both	\$150
TRANSFER FEE from Exclusive Space to another exclusive space within the same Unit	\$150
TRANSFER FEE from Exclusive Space to another exclusive space in a different unit	\$150
UTILITY CONNECTION FEE (ONE TIME CHARGE FOR NEW RESIDENTS)	\$25
MONTHLY UTILITY BILLING FEE (IF APPLICABLE)	\$3.50 per month
In the event utilities are included in the Rent, the following “Threshold Amount” has been allocated for each service. If Resident exceeds the Threshold Amount (s), Resident will be charged and required to pay the overage amount:	
Electricity	\$25
Water / Sewer	\$10
Trash	N/A
Pest Control	N/A
Telephone	N/A
Cable TV	N/A
Internet	N/A
Gas	N/A
HOLDOVER DAILY FEE In an amount of the existing monthly installment of Rent.	200% of monthly Rent
Parking Fee (Optional)	\$10 per month

INDEMNITY:

Paragraph 37. of the Housing Contract is inapplicable in Florida.

DEPOSIT:

Owner shall place the Deposit, if any, in a separate interest or non-interest bearing account in a Florida bank and shall notify Resident in writing of the manner in which Owner is holding the deposit and the rate of interest, if any, Resident is to receive. If Owner does not intend to impose a claim on the Deposit, the Deposit shall be refunded within 15 days after termination of the Housing Contract and delivery of possession of the Exclusive Space to Owner. If Owner intends to impose a claim on the Deposit, Owner shall have thirty (30) days to give Resident written notice of Owner's intention to impose a claim, the amount of such claim and the reasons therefore. Unless Resident objects to the claim or the amount thereof within 15 days after receipt of Owner's notice, Owner may then deduct the amount of the claim and refund the balance of the Deposit, if any, to Resident within thirty (30) days after the date of the notice of the intention to impose a claim.

FIRE OR CASUALTY DAMAGE:

If the Unit is damaged or destroyed by fire or casualty to the extent its use as a dwelling is substantially impaired, Resident may immediately vacate the Unit and notify the Owner in writing of Resident's intent to terminate the Housing Contract or remain in the Unit and receive a reduction in rent in proportion to the diminution in fair market value of the Unit.

DEFAULT BY RESIDENT:

If Owner elects pursuant to paragraph 30. of the Housing Contract to terminate Resident's right to possession of the Unit, Owner shall give Resident 7 days written notice. If Resident's default is other than a failure to pay Rent, and is of a nature that Resident may correct the noncompliance such as removing unauthorized pets, guests or vehicles, Resident may remedy the default within the 7 day period and the Housing Contract shall not terminate. (Examples of noncompliance by Resident that cannot be cured to prevent termination include, but are not limited to, destruction, damage, or misuse of Owner's or other residents' property or continued unreasonable disturbance.) In the case of nonpayment of Rent by Resident, the Owner may terminate the Housing Contract after three (3) business days written notice. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable, to the fullest extent allowed by applicable law, for and shall pay: (i) a reletting fee equal to 85% of one months' Rent to offset the costs of reletting the Premises and Unit; (ii) all monthly Rent and other charges which are payable during the remainder of the term of this Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Contract or applicable law. Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain.

ABANDONMENT:

If Resident is absent from the Premises for fifteen (15) consecutive days, during the term of the Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned on the 16th day. Owner shall have the right to remove personal property remaining in a Unit and Premises deemed abandoned by complying with applicable law regarding seizure of personal property. Owner shall impose reasonable charges for storing such abandoned or seized property, and may dispose of same in any manner Owner chooses. In the case of death of a sole Resident, the Unit shall be deemed abandoned 60 days following the date of death so long as no notice of the existence of a probate estate or the name and address of a personal representative has been provided to Owner.

CONFLICT:

In the event of any conflict between the terms of this Community Addendum and the Housing Contract, the terms of this Community Addendum shall control.

GOOD STANDING:

HCC students must be actively enrolled as a student and in Good Standing (as defined by Hillsborough Community College) to reside on the premises. Other students must be actively enrolled with an approved institution of higher education to reside on the premises.

The terms of this Addendum are agreed to and accepted by:

OWNER:

RESIDENT:

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____