

Maintenance Problems:

In an effort to provide you the resident at Tortuga Pointe the very finest in living we have outlined the following for clarification of our Maintenance Department's Roles & Responsibilities. Should you have any questions, please feel free to contact one of the professional staff members in the leasing office at 727.579.8000.

1. Tenant understands that most non-emergency maintenance work will be performed during normal business hours of 8am-5pm, Monday through Friday; and agrees to give Lessor access during these times to perform preventative maintenance as well.
2. Lessor is under no obligation to set appointments, notify tenant of when maintenance work is to be scheduled. Lessor will perform work on a timely and reasonable basis, but has a period of 90 days to remedy all maintenance requests. Furthermore, maintenance issues outside of Lessors control (i.e., special order of parts) may require longer periods of time to remedy.
3. Lessor will not reimburse Tenant for Lost Rent, or offer Rent discounts, credits or reductions for any maintenance issue regardless of the time necessary to repair.
4. It is the Tenants obligation to report damages on a timely basis which may cause additional costs and/or damages to be assessed to Tenant. Leaking toilets, sinks, fixtures, tubs, window wells which may cause damage to other adjacent, adjoining, and underlying Apartments will be the responsibility of the Tenant for failure to report such conditions.
5. Any work order may be submitted either by phone or by letter contact. A Tenant may request at any time a Work Order Number which references the specific maintenance condition to be fixed or repaired. A Tenant may use that Work Order Number to check on the status of said work by Lessor, or Lessors Agent. Submission of a Work Order is an agreed Access to the Apartment by the Tenant to the Lessor. Tenant understands and agrees it may take a reasonable time to assess the damages, repairs, and complete the repairs.
6. After a Work Order has been submitted, a Tenant shall have the right to check on the status of the Work Order. If the Tenant feels the Work Order is not being addressed on a timely basis, the Tenant has a duty to request a Manager and/or Supervisor to address the problem. Lessor shall provide an Upper Management Agent and/or Lessor himself to handle all Maintenance disputes.

Maintenance Performed by Lessor Only:

1. *Lessor and Lessors agents are the only authorized parties to perform any maintenance work; and/or schedule or authorize any subcontractors access for same.* Tenant understands Lessor does not grant any permission, or authority to Tenant to schedule, or authorize repair done by any unauthorized Subcontractors and assumes full liability including, but not limited to repair, replacement, duplication of work, fees, and/or charges. Lessor reserves the right to refuse payment to sub-contractor, and/or removal and replacement of the repair at Tenants expense.
2. In the event of an emergency, where a defective condition threatens the life and safety of the Tenant, the Tenant may make the necessary repair with only authorized sub-contractors at Lessors reasonable expense, but only after engaging in reasonably diligent attempts to notify Lessor. Such attempts should be documented. Lessor shall provide Tenant upon request a list of acceptable sub-contractors if such an emergency circumstance arises.
3. A Tenant may not repair at Lessors expense any condition that was caused by deliberate or negligent act or omission of the Tenant, a member of his/her family, and any other Guests.