

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ___th day of _____, 20__ by and between _____ hereinafter designated "us" or "we" or lessor and _____ hereinafter designated "you," or lessee.

We are pleased to rent to you the Premises located at _____ (the "Premises" or "Property"), commencing _____ 20__ and ending _____ 20__ (the "Term"), for a total rent of _____ payable as follows: _____ herewith which represents the _____ Security Deposit, _____ Pet Deposit and _____ First Months rent. The rent is to be paid in consecutive equal monthly installments of _____, payable in advance on the 1st day of each month. We acknowledge receipt of the following:

\$ _____ First Month's Rent
\$ _____ Last Month's Rent
\$ _____ Security Deposit
\$ _____ Pet Deposit

All of the foregoing sums shall be paid prior to you taking occupancy of the Premises.

Any money paid or expenses incurred by us to correct violations of any of your obligations under the terms of this lease shall be payable by you to us within three (3) days after receipt of notice of such expenses by you from us.

If you make a rent payment with a worthless check, we can require you to pay all future payments by money order, cashier's check or official bank check, and to pay a bad-check fee in the amount of \$50.00 (not to exceed the amount prescribed by Florida Statute §68.065).

This Agreement is subject to the following terms and conditions which each of us agrees to perform and observe:

1. Payments. You are to pay each installment of rent on the 1st day of each month, in advance, to _____, at _____. In addition to rent, you shall pay a late charge in the amount of \$50.00 for each rent payment made more than five (5) days after the date it is due. In addition to the late charge, if any sum due hereunder is not paid by the 5th day of the month, you shall be in default of this lease. Any payment by you or acceptance by us of a lesser amount of rent or other monies due shall be treated as a payment on account. The acceptance by us of a check for a lesser amount with an endorsement or statement on it, or upon any letter accompanying the

check, that the lesser amount is payment in full, shall be given no effect, and we may accept the check without prejudice to any other rights or remedies we may have against you.

2. Furnishings and Utilities. We will provide you without extra charge or cost the following furniture and appliances, if any:

The Premises are otherwise being rented unfurnished. You shall pay for all monthly electric, water, trash, sewer and telephone and other utility services used on the Premises during the Term or any holdover tenancy.

3. Occupancy Limited. The Premises shall be occupied only by you and your family as a single family residence only. You agree to make no unlawful, improper or offensive use of the Premises, nor to permit or cause any nuisance or unreasonable noise, nor to assign this Agreement, or sublet any part of the Premises without written consent of us and to quit and deliver the Premises at the end of this Agreement in as good a condition as it now is (ordinary wear and damage by the elements only excepted).

4. Alterations. You shall not, without our written consent, paint, mark, deface in any way or make alterations, additions, or improvements in or to the Premises or any part thereof, inside or outside. Any alterations, additions or improvements made, including, but not limited to, all paneling, decoration, partitions, shelves, affixed carpeting and plantings, shall, if we so elect, become our property and remain a part of the Premises without payment to you therefore.

5. Right of Entry. We shall have the right to enter the Premises at reasonable times for the purpose of inspecting and exhibiting the same or making any repairs we may see fit to make. Reasonable notice shall be given to Tenant prior to entering the Premises.

6. Maintenance. You shall take good care of the Premises. Landlord shall be responsible for all maintenance and repairs for appliances, fixtures and equipment (A/C, hot water heater, etc.) unless they are the result of your misuse or neglect. You shall be responsible for maintaining the lawn. You shall also be responsible for the periodic replacement of A/C filters. We shall be responsible to repair damage to the walls and roof (not windows) not caused by your action or negligence. We may, at your expense, if we so choose, make any repairs that are your responsibility, but we shall have no liability for the failure to do so or by reason of inconvenience or annoyance arising from any such repairs. You shall notify us with maintenance and repair questions or report problems at _____ . We will provide you with one set of keys to the Premises and one garage door opener, if the garage door opens electronically. You shall not change the locks without both notifying

us and immediately providing us with a working key and/or garage door code, as the case may be.

7. **Attorneys' Fees.** In the event we retain the services of an attorney to enforce the terms of this lease, you shall pay to us the amount of the attorney fees charged, as well as court costs and other costs.

8. **Pets.** You _____ may / _____ may not keep pet(s) on the Premises. If you are authorized above to keep pet(s) on the Premises, only the following pet(s) shall be allowed: _____

9. **Signs.** You agree not to display any sign, advertisement or notice on or about the Premises, including in windows or doors.

10. **Non-Renewal.** The Term shall not be automatically renewed for a successive period by either your holding over or our accepting rent for any period after the Term. Any such holdover shall be a month-to-month tenancy on the same terms and conditions hereof [except for the Term and Rent, which shall increase by ten percent (10%)]. No option shall apply to the holdover Term.

11. **Insurance and Liability.** We shall not be responsible for damage or loss of personal property by fire, theft or otherwise. We shall not be liable for any loss, injury or damage to persons or property resulting from steam, gas, electricity, water, rain, wind or snow, nor shall we be liable for any damage arising from any latent defect in the building. The use of the Premises (including grounds) shall be at your risk and the risk of all people coming upon the Property, and neither we nor our agents shall be liable for any loss, injury or damage to persons or property arising out of their use, whether due to our negligence or otherwise, and you shall indemnify and hold us harmless for same. It is your responsibility to provide insurance coverage for your personal property. You are not covered by our insurance for any loss.

12. **Default.** If you should fail to pay the rent as specified or fail to abide by or perform any term of this Agreement, then in such event we may, as we elect, either (a) declare this Agreement to be terminated without prejudice to our rights to recover unpaid rent and damages for breach thereof or (b) relet the Premises on your behalf for the highest rent we deem reasonably obtainable, which event shall not be considered as a surrender or acceptance of the Premises or a termination of your obligation hereunder and you shall pay any deficiency between the amount received as rent upon the reletting and the amount of rent payable under this Agreement, plus any expenses we incur in connection with the reletting.

13. **Security Deposit.** The security deposit(s) will be held as security for the faithful performance by you of all of the terms and conditions of this lease. If at any

time during the Term of this lease any rent or any other sum due under the terms of this lease shall be overdue and unpaid, we may, at our option (but we shall not be required to) apply any portion of the security deposit(s) to the payment of the amount due. In the event a security deposit is applied in whole or in part to an obligation of yours under this lease, you shall restore the security deposit to its original amount within five (5) days of receipt of notice of its use. The security deposit will be returned to you if, in addition to the return of the Premises in an undamaged condition (ordinary wear and tear expected), you have complied with and fully performed all terms, covenants, and conditions of this lease.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of you and me and both our respective personal representatives, successors and, except as otherwise provided, assigns. By this it is specifically agreed that should you (or either of you if more than one) die or become incompetent during the Term of this lease, the terms of this Agreement will continue in effect and be binding upon his guardian, his children or other beneficiaries who may take title to the property. This document contains the entire agreement between you and us and shall not be changed except in writing. No waiver of any breach of any term or condition of this Lease Agreement shall be construed as a waiver of that term or condition or any subsequent breach thereof, and our acceptance of any monthly payment after the due date shall not constitute a waiver of our right to receive any future monthly payment on the due date. If any court of competent jurisdiction determines any provision of this Lease Agreement to be invalid, then such holding shall in no way whatsoever affect the validity of any other provisions of this Lease Agreement. The remedies provided in no way abridge, modify, or preclude any other rights or remedies to which we are entitled at law or in equity.

15. Premises Acceptable. You, by the execution of this Agreement, certify that the Premises have been inspected and found in satisfactory condition, and agree that, at the end of occupancy, you will deliver the Premises in the same good condition as received, except for reasonable wear and tear.

16. Landlord Tenant Act. Notwithstanding any other provision in this lease, you and we agree that the remedies made available by the Florida Residential Landlord and Tenant Act, are to be used exclusively in the event of dispute.

17. Notices. We hereby disclose that our address for the purposes of receiving notices and demands in accordance with the Florida Residential Landlord and Tenant Act is: 1.
All written notices to you shall be sent or delivered to the Premises address.

18. Lead-Based Paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before

_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

19. Military/U.S. Civil Service. (Check if applicable). In the event you are in the Military/U.S. Civil Service should receive government orders for permanent change of duty station requiring you to relocate away from the Premises, then you may terminate this Lease without further liability by giving us 30 days advance written notice and a copy of the transfer order.

20. Landlord's Access to the Premises. As provided in Chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statutes, we or our agent may enter the Premises in the following circumstances:

- (a) At any time for the protection or preservation of the Premises.
- (b) After reasonable notice to you at reasonable times for the purpose of repairing the Premises.
- (c) To inspect the Premises, make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors under any of the following circumstances:
 - (i) With your consent; (ii) in case of emergency; (iii) when you unreasonably withhold consent; or (iv) if you are absent from the Premises for a period of at least one-half [1/2] a rental installment period. (If the rent is current and you notify us of an intended absence, then we may enter only with your consent or for the protection or preservation of the Premises.)

21. Homeowner's Association. If you must be approved by a homeowner's association ("Association"), we and you agree that the Lease is contingent upon receiving approval from the Association. Any application fee required by an Association shall be paid by us / you, and is refundable / non-refundable. If such approval is not obtained prior to commencement of the Term, you shall receive return of deposit(s) specified in this Agreement, if made, and the obligations of the parties under this Agreement shall terminate. You agree to use due diligence in applying for Association approval, to comply with the requirements for obtaining approval, and agree to pay any

fee required by the Association for procuring approval. We / You shall pay the security deposit required by the Association, if applicable.

22. Subordination. This Agreement is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. Liens. You shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by you. You shall notify all parties performing work on the Premises at your request that this Agreement does not allow any liens to attach to our interest.

24. Your Personal Property. By signing this Agreement, you agree that upon surrender or abandonment, as defined by the Florida Statutes, we shall not be liable or responsible for storage or disposition of your personal property.

25. Your Telephone Number. You shall, within five (5) business days of obtaining telephonic service at the Premises, send written notice to us of your telephone number at the Premises.

26. Radon Gas. As required by law, we make the following disclosure: 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 Health Department.

IN WITNESS WHEREOF, each of the undersigned hereby accepts this Lease Agreement and agrees to perform, observe and be jointly and severally liable under all of the terms and conditions hereof.

Tenant(s):

Witnesses as to all Tenants if more than one:

Witnesses as to Landlord

Landlord:

By:
