

**RESIDENTIAL LEASE AGREEMENT
FLORIDA**

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES.

Parties:

This Agreement is entered into between _____ (hereinafter referred to as "Tenant") and _____ ("Tenant") and _____ (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:

In consideration of the representations made in the application filed by Tenant with Landlord, and the rent reserved herein and the covenants herein contained, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in _____ County, Florida and located at: _____ ("the premises").

Term:

The term of this Lease is for _____, commencing on the ____ day of _____, 20____ and expiring on the ____ day of _____, 20____, unless renewed or extended pursuant to the terms herein.

- **NOTICE TO TENANT:** If the term of this Lease, above, is for six (6) months or less, under the Florida "Convention Development Tax Act", Landlord is required to collect and Tenant is required to pay, in addition to rent, a state tax (hereinafter referred to as "Convention Development Tax"), equal to six (6) percent of the monthly rental rate. Also, under the Convention Development Tax Act, the county may impose a tax (hereinafter referred to as "County Convention Tax") in addition to the state's Convention Development Tax. The aforementioned taxes apply to leases with a term of six (6) months or less and is collectible for a period not to exceed six (6) months if Tenant continuously resides in the same physical location. Landlord is prohibited from paying for, reimbursing Tenant or compensating Tenant, in any manner, for payment of these taxes. Additional information regarding these taxes is available from the county department of revenue or taxation in which the premises is located.

1. [] This Lease is not subject to Florida's Convention Development Tax.

OR

2. [] This Lease is subject to Florida's Convention Development Tax and Tenant is required to remit, per month, Convention Development Tax in the amount of six (6) percent of the monthly rental rate, this amount equal to _____ Dollars (\$_____) plus County Convention Tax in the amount of _____ (____) percent of the monthly rental rate, this amount equal to _____ Dollars (\$_____) the sum of the taxes equal to _____ Dollars (\$_____) to be remitted to Landlord at the same time and in addition to Tenant's rent payment. Tenant hereby acknowledges that failure to remit the taxes specified herein shall be considered a breach of this Lease and shall be collectible by Landlord in the same manner as nonpayment of rent or collectible by the state of Florida at its discretion..

Tenant's Initials: _____

Payment of Rent:

The total rent for the term of this agreement is _____ Dollars (\$_____), payable at a rate of _____ Dollars (\$_____) per month in advance, the first installment to be made on the first day of _____, 20____ and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day.

Tenant's total remittance to Landlord, per month, equal to Tenant's rent plus applicable taxes, if any, shall be
Dollars (\$ _____).

Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to _____ and mailed or delivered to the following address:

_____.

Prorated first month's rent:

If the lease term commences on a day other than the first day of a month, Tenant will pay to Landlord a prorated monthly rent for the period from the commencement of this Lease to the first day of the following month. The prorated rent from the commencement of this Lease to the first day of the following month is \$ _____, which amount shall be paid at the execution of this Lease.

Rent Increases:

In the event of a rent increase, Tenant shall be notified pursuant to applicable state laws and/or statutes.

Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$ _____ will be assessed.

Late Charges: (Complete if applicable)

In addition to rent, Tenant shall pay a late charge in the amount of \$ _____ (If left blank, 4% of the rent payment) for each rent payment made _____ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

Tenant Examination and Acceptance of Premises:

Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable law. Tenant takes premises in its AS-IS condition. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:

The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement and the following minor children whose names and ages are as follows: _____. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord.

Disturbances and Violation of Laws:

Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or

upon the leased premises.

Security Deposit and Return Thereof:

Upon execution of this lease, Tenant will deposit with Landlord the sum of _____ Dollars (\$_____), which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees, employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over. In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord.

In compliance with Florida Law, Florida Code § 83.49:

1. Landlord shall, within 30 days of receipt of a security deposit, notify Tenant in writing of the manner in which Landlord is holding the security deposit and the rate of interest, if any, which Tenant is to receive and the time of interest payments to Tenant.
2. Landlord shall deposit the security deposit in a non-interest bearing escrow account.
3. Upon the termination of the Lease Agreement, and provided Tenant leaves a forwarding address, Landlord shall have 15 days to either return the deposit to Tenant, or 30 days to send Tenant, via certified mail, a written Notice of Claim on the deposit, with a schedule of costs and the amount claimed.
4. Unless Tenant objects within 15 days to the deductions, Landlord may deduct the stated amount, and then must return the remainder to Tenant within 30 days from the date of Landlord's original Notice of Claim.

Application for Lease:

Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:

No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:

Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Homeowner's Association:

IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THIS LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE

**ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY
[] LANDLORD [] TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT
OF LEASE TERM, EITHER PARTY MAY TERMINATE THIS LEASE BY WRITTEN NOTICE TO THE
OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THIS LEASE IS
TERMINATED, TENANT SHALL RECEIVE RETURN OF ALL DEPOSITS, INCLUDING SECURITY
DEPOSITS, IF MADE.** If this Lease is not terminated, rent shall abate until the approval is obtained from the association.

Insurance:

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

Utilities:

Tenant will be responsible and pay for all utilities, except the following, which will be paid by Landlord:
_____ (If blank, then "NONE").

Alterations and Repairs by Tenant:

Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:

Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Tenant's Responsibilities and Duties:

Tenant shall:

1. Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
2. Keep that part of the premises which he or she occupies and uses clean and sanitary.
3. Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
5. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
6. Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
7. Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

Pets:

No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord

or Agent. If written permission is granted, Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises.

Smoking:

Unless this box is checked [], no smoking is permitted in the Premises.

Quiet Enjoyment:

Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of Tenant to be kept and performed, shall at all times during the existence of this lease, renewals or extensions peaceably and quietly, have, hold, and enjoy the leased premises, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

Surrender of Premises:

Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. Since *time is of the essence* in all matters of this Lease, and especially with respect to the issue of renewal, if Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable law, at the monthly rate in effect during the last month of the expiring term plus \$ _____, the resultant rent being Landlord's present rental fee for month to month tenancies. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Member of Armed Services:

If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes.

Hold Harmless:

To the fullest extent permitted by law, Tenant hereby agrees that Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of Landlord, its agents, servants and/or employees.

Disclaimer Of Security Warranties:

Landlord, Landlord's agents or employees make no warranties, guaranties or representations regarding the security of the Premises, common areas, or the apartment community, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant hereby agrees and acknowledges that Tenant and occupant(s) shall have the exclusive responsibility of protecting the Premises, Tenant(s), occupant(s) and Tenant's guests from crime, fire, and other danger. Landlord shall not provide and shall have no duty to provide any security devices to Tenant or the apartment community with the exception of those required by applicable law. Tenant shall look solely to the Public Police Force and other forms of Public Safety for protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord's agents or employees, and though Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, this agreement. Upon Tenant's reasonable request, Landlord shall consider permitting Tenant to install fire safety

and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and Tenant provides Landlord with duplicate keys and alarm codes enabling Landlord to access Premises.

Landlord's Access to Premises:

Landlord or Landlord's Agent may enter the Premises in the following circumstances:

1. At any time for the protection or preservation of the Premises.
2. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
3. 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:
 - a. With Tenant's consent;
 - b. In case of emergency;
 - c. When Tenant unreasonably withholds consent; or
 - d. If Tenant is absent from the Premises for a period of at least one-half a Rental Installmentrental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

Default / Breach By Tenant:

In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Tenant shall be in default of this Lease.

If the Tenant materially fails to comply with material provisions of the rental agreement, or reasonable rules or regulations, **other than a failure to pay rent**, the Landlord may:

- a. If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises.
- b. If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary.

If the tenant fails to pay rent when due, Landlord may deliver a 3-day notice of termination to Tenant, requiring payment of rent in full or surrender of the premises within 3 days. If the Tenant's default continues for 3 days, excluding Saturday, Sunday, and legal holidays, the landlord may terminate the rental agreement. Legal holidays for the purpose of this paragraph shall be court-observed holidays only.

The delivery of the written notices required above shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence.

Upon Landlord's termination of this Lease, Tenant expressly agrees and understands that the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.

Notice of Injuries on Premises:

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

Waiver:

Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:

The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Agents and Authority to Receive Legal Papers:

Any notice, which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, to the following:

[] Landlord, _____, at the following address: _____
Telephone: _____ Email: _____

[] The Manager, _____, at the following address: _____
Telephone: _____

[] The Owner, _____, at the following address: _____
Telephone: _____ Email: _____

If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

Time:

Time is of the essence in all matters of this agreement.

Subordination:

Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of Tenant any documents related to Landlord's right to subject the premises to a mortgage or other lien.

Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding on Heirs and Assigns:

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:

This document and any Attachments constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant.

Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:

This Lease shall be governed by the laws of the state of Florida.

Severability:

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:

Notice to Tenant:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Tenant acknowledges receipt of an executed copy of this Lease.

Landlord/Agent's signature: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Witness to Landlord's Signature: _____

Print name: _____ Date: _____

Tenant's signature: _____

Print name: _____ Date: _____

Witness to Tenant's Signature: _____

Print name: _____ Date: _____