

# Contract to Lease

(This is not a Lease. A Lease should be signed before occupancy.)

1. **Parties:** \_\_\_\_\_ (Prospective "Landlord")  
and \_\_\_\_\_ (Prospective "Tenant")  
agree to execute a lease agreement ("Lease") no later than \_\_\_\_\_ [date] for the property described below. The Lease will include the terms set forth in Paragraphs 3–12 of this Contract to Lease ("Contract") and other mutually agreeable terms. ☐ **Landlord** ☐ **Tenant** (**Landlord** if left blank) will prepare the Lease.

2. **Deposit:** With the intention of entering into a Lease with **Landlord**, **Tenant** has paid \$ \_\_\_\_\_ ("Deposit") to \_\_\_\_\_ [deposit holder]. Upon execution of a Lease by both parties, the parties authorize the deposit holder to transfer the Deposit according to **Landlord's** instructions, and **Landlord** will credit the Deposit to the money due under Paragraph 5 below.

3. **Property Address:** \_\_\_\_\_  
\_\_\_\_\_

The property will be ☐ unfurnished ☐ furnished (attach inventory).

The property will be used for only residential purposes and occupied by only **Tenant** and the following persons:  
\_\_\_\_\_

4. **Lease Term:** The lease will begin on \_\_\_\_\_ [date] and end on \_\_\_\_\_ [date].

5. **Money Due before Occupancy:** **Tenant** will pay the sum of \$ \_\_\_\_\_ in accordance with this paragraph before occupying the property. **Tenant** will not be entitled to move in or to keys to the property until all money due before occupancy has been paid. If no date is specified below, then funds will be due before occupancy.

First month's rent plus applicable taxes	\$ _____	due _____
Advance rent for month of _____		
plus applicable taxes	\$ _____	due _____
Last month's rent plus applicable taxes	\$ _____	due _____
Security deposit	\$ _____	due _____
Security deposit for Association	\$ _____	due _____
Pet deposit	\$ _____	due _____
Other: _____	\$ _____	due _____
Other: _____	\$ _____	due _____

The Paragraph 2 Deposit will be credited as follows: (**Check as applicable**)

<input type="checkbox"/> \$ _____ to first month's rent	<input type="checkbox"/> \$ _____ to security deposit
<input type="checkbox"/> \$ _____ to last month's rent	<input type="checkbox"/> \$ _____ other (specify) _____

(If left blank, the Deposit will be credited to the first month's rent. Any remaining balance will be credited to the amounts due in the following order: 1) security deposit, 2) last month's rent, and 3) advance rent.)

6. **Rent Payments, Taxes, and Charges:** **Tenant** will pay total rent for the Lease Term of \$ \_\_\_\_\_ (excluding taxes). **Tenant** will also pay total taxes on the rent when applicable in the amount of \$ \_\_\_\_\_. **Tenant** will pay the rent, including taxes when applicable, as follows: (**Check one**)  
☐ in full on \_\_\_\_\_ [date] in the amount of \$ \_\_\_\_\_.  
☐ monthly, on the \_\_\_\_\_ day (the 1st day if left blank) of each month in the amount of \$ \_\_\_\_\_.

7. **Pets:** ☐ prohibited ☐ permitted, as described \_\_\_\_\_

8. **Smoking:** ☐ prohibited ☐ permitted

Prospective Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Prospective Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2.

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9. **Utilities: Tenant** will pay for all utility services during the Lease Term, connection charges, and deposits for activating existing utility connections to the property except for \_\_\_\_\_, which **Landlord** agrees to provide at **Landlord's** expense.
10. **Maintenance: Landlord** will be responsible for maintenance and repair of the property except for \_\_\_\_\_, which **Tenant** agrees to maintain and repair.
11. **Association Approval:** Where applicable, the lease will be contingent upon condominium/cooperative/homeowners' association ("Association") approval. ☐ **Landlord** ☐ **Tenant** will pay a nonrefundable application fee of \$ \_\_\_\_\_ and make application for Association approval by \_\_\_\_\_ [date]. If such approval is not obtained before beginning of Lease Term, either party may terminate the lease by written notice to the other at any time before Association approval; and **Tenant** will receive a return of all Deposits paid. If the lease is not terminated, rent will abate until Association approval is obtained.
12. **Additional Terms:** (Notice to **Landlord** and **Tenant**: You or your attorney must make any amendments to the lease form.) \_\_\_\_\_
13. **Background/Credit/Reference Check:** If **Landlord** determines that **Tenant's** background, credit, or reference check is not acceptable, **Landlord** may terminate this Contract by refunding the Deposit to **Tenant**; thereupon, the parties will be released from all obligations under this Contract.
14. **Failure to Perform:** If **Tenant** fails to perform any of the promises of this Contract, the Deposit paid by **Tenant** may be retained by or for the account of **Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; and the parties will be released from all obligations under this Contract. If **Landlord** fails to perform any of the promises of this Contract, **Tenant** may elect to receive a refund of Deposit paid without waiving any action for damages resulting from **Landlord's** breach.

**This Contract is not a Lease. Once the parties enter into a Lease, Lease provisions that conflict with provisions of this Contract will control. This is intended to be a legally binding contract. If not fully understood , seek the advice of an attorney before signing.**

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Prospective Tenant**

\_\_\_\_\_  
Date

**Prospective Tenant's Address:** \_\_\_\_\_

Telephone and Email: \_\_\_\_\_

**Landlord Acceptance:** (This commission agreement shall survive the Lease preparation and shall be binding upon Landlord and Broker.) I or We agree to execute a Lease to the above-described property on the above-stated terms and conditions, and further agree to pay Broker a fee as follow: \_\_\_\_\_% of the total Lease amount paid upon the initial signing of the Lease. Landlord further agrees to pay a fee of \_\_\_\_\_% of the selling price Broker in event said property is sold to Tenant during term of the Lease or any extensions thereof; or at any time within 180 days after the Lease has expired. This provision shall carry over and is binding upon the Landlord whether or not incorporated in the Lease Agreement. All subsequent Leases or renewals, either formal or informal, are commissionable at \_\_\_\_\_% rate payable as outlined above. Broker is not guaranteeing the creditworthiness of the Tenant, or the payment of future rental payments by the Tenant. Landlord shall have the sole right of approval of the Tenant prior to the execution of a Lease.

\_\_\_\_\_  
**Prospective Landlord**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Prospective Landlord**

\_\_\_\_\_  
Date

**Prospective Landlord's Address:** \_\_\_\_\_

Telephone and Email: \_\_\_\_\_