

RESIDENTIAL LEASE

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. YOU MAY REVIEW THESE STATUTES ONLINE FREE OF CHARGE AT THE FOLLOWING WEBSITE: [HTTP://WWW.LEG.STATE.FL.US](http://www.leg.state.fl.us)

1. **PARTIES.** This is a lease (the "Lease") between _____ ("Landlord") and the following tenants: _____ (hereinafter, singularly or collectively known as the "Tenant").

Contact information:

Landlord's E-mail Address: _____

Landlord's Telephone Number: _____

Tenant's E-mail Address: _____

Tenant's Telephone Number: _____

2. **PROPERTY RENTED.** Landlord leases to Tenant the land and building(s) located at

_____, Florida _____

Together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (Hereinafter throughout this Lease, the property leased, including furniture and appliances, if any, is called the "Premises"); _____

Occupants. The Premises shall be occupied only by the above-listed Tenant(s) and the following occupants: _____

3. **TERM.** This is a lease for a term beginning on _____ and ending at 4:00pm on _____ (the "Lease Term").
4. **RENT PAYMENTS, TAXES AND CHARGES.** Tenant shall pay total gross rent in the amount of \$ _____ (excluding taxes) for the Lease Term. The rent shall be payable by the Tenant in advance in installments or in full as provided in the options below:

Rent shall be payable:

Monthly, on the _____ day of each month (if left blank, on the first day of each month) in the amount of \$ _____ per installment. **This sum includes applicable sales, tourist, and excise taxes.**

In full in advance. The total payment including taxes shall be in the amount of \$ _____.

All rent payments shall be payable to _____ at _____ (If left blank, to Landlord at Landlord's address.)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated for the first payment period based on a 7-day week or a 30-day month.

Tenant shall make rent payments required under the lease by cash, personal check, money order, or cashier's check. If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected. If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check, official bank check or cash. Tenant is liable for any NSF bank charges or other fees associated with a dishonored check in accordance with the maximum amounts authorized by Section 68.065, Florida Statutes.

5. **MONEY DUE PRIOR TO OCCUPANCY.** Tenant shall pay the sum of \$_____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to obtain keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant's occupancy. Any funds designated in this paragraph due after occupancy shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at the address indicated in Section 4, above. Whether rent is payable weekly or monthly is determined by the election in Section 4, above.

First month's/week's rent plus applicable taxes \$_____ due _____

Prorated rent plus applicable taxes \$_____ due _____

Advance rent plus applicable taxes \$_____ due _____

Last month's/week's rent plus applicable taxes \$_____ due _____

Security deposit \$_____ due _____

Additional security deposit \$_____ due _____

Security deposit for homeowner's association \$_____ due _____

Pet Fee (non-refundable) \$_____ due _____

Other _____ \$_____ due _____

Other _____ \$_____ due _____

6. **LATE FEES.** As additional rent, Tenant shall pay a late charge in the amount of \$_____ (if left blank, 4% of the rent payment) for each rent payment not made within _____ days of its due date (if left blank, 3 days if rent is paid monthly, 1 day if rent is paid weekly).

7. **PETS AND SMOKING.** Unless this box _____ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. The Tenant is advised of the applicability of the Pet Policy in Section 14 below. If Tenant may keep pets, the only pets authorized to be maintained on the Premises are as follows:

<u>Type of Pet</u>	<u>Breed</u>	<u>Name</u>	<u>Weight</u>	<u>Age</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NO SMOKING IS PERMITTED IN THE PREMISES, AND THERE ARE NO EXCEPTIONS TO THIS RULE. TENANT SHALL FORFEIT TENANT'S FULL SECURITY DEPOSIT IN THE EVENT THAT SMOKING OCCURS WITHIN THE PREMISES DURING THE LEASE TERM. THIS RESTRICTION APPLIES TO ALL FORMS OF TOBACCO AND CANNABIS SMOKING (INCLUDING PIPES AND CIGARS) AS WELL AS VAPOR CIGARETTES.

8. **NOTICES.**

_____ is Landlord's Agent. All notices must be sent to:

Landlord at _____

Landlord's Agent at _____

All notices to Tenant shall be delivered to the Premises, or, if specified in writing by the Tenant, to any other address prior to occupancy. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery to the address checked above. Any notice to Tenant following occupancy shall be given by U.S. mail or by hand delivery to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

9. **UTILITIES.** Tenant shall pay for all utility services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for those indicated below. Landlord agrees to provide, at Landlord's expense, only the following utilities:

Electricity	Gas	Water/Sewer	Internet/Data	Trash Removal	Cable TV
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10. **MAINTENANCE.** Except as otherwise required by applicable law or another provision within this Lease, Tenant shall be responsible at Tenant's own expense for the maintenance and repair of the Premises, unless otherwise stated below. Landlord is responsible, at Landlord's expense, only for the following checked items:

roof	windows	screens	exterior walls
foundation	plumbing	structural components	heating
water heater	electrical system	A/C cooling	smoke detection devices
garbage removal/outside receptacles	extermination of rats, mice, roaches, ants and bedbugs		
extermination of wood-destroying organisms	lawn/shrubbery	pool/spa/hot tub	
water treatment	Other (specify) _____		

11. **ASSIGNMENT.** Unless this box _____ is checked, Tenant may not assign the Lease, or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. **KEYS AND LOCKS.** Landlord shall furnish Tenant

_____ # of sets of keys to the dwelling

_____ # of mailbox keys

_____ # of garage door openers

If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

_____ # of keys to _____

_____ # of remote controls to _____

_____ # of electronic cards to _____

_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to Landlord or the managing Broker.

13. **LEAD-BASED PAINT.** Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

14. **PET POLICY.** If the Tenant is authorized by the Landlord to keep any pet on the Premises, then the following rules shall apply to each pet:

- a. Tenant agrees that Tenant is solely responsible for the maintenance of the pet, and agrees to keep the pet under control at all times. The pet shall be restrained, but not tethered, when it is outside the dwelling.
- b. Tenant agrees to adhere to local ordinances, including leash and licensing requirements.
- c. Tenant agrees not to leave the pet unattended for unreasonable periods.
- d. Tenant shall clean up after the pet and dispose of the pet's waste properly and quickly.
- e. Tenant agrees not to leave food or water for the pet or any other animal outside the dwelling where it may attract other animals. Tenant agrees to keep the pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others, and will remedy immediately any complaints made to the Tenant or Landlord.
- f. Tenant shall provide the pet with an identification tag that the pet will wear at all times while on the premises.
- g. Tenant shall immediately pay or reimburse the Landlord or applicable third party for any damage, loss, or expense caused by the pet.
- h. Tenant agrees that the Landlord's authorization to keep a pet on the Premises only applies to the specific pet(s) described in Section 7 above and that no other pet may be substituted. Tenant agrees to furnish the Landlord with a picture of the pet prior to occupancy.
- i. Tenant agrees that the Landlord reserves the right to revoke permission to keep the pet should the Tenant violate this pet policy. In the event of the revocation of pet privileges, Tenant will have three (3) days to remove the pet from the Premises.
- j. Any animals on the Premises not registered under this agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

15. **SERVICEMEMBER.** 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.

16. **LANDLORD'S ACCESS TO THE PREMISES.** Landlord's 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 the Tenant at reasonable times for the purpose of repairing the Premises or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. "Reasonable notice" is agreed to be at least 24 hours' notice. "Reasonable times" are agreed to mean the hours of 8am to 8pm, Monday through Saturday.
- c. To inspect the Premises, make necessary or agreed-upon repairs, decorations, alterations, or improvements, or to supply agreed services under any of the following circumstances:
 - i. with Tenant's consent;
 - ii. in case of emergency;
 - iii. when Tenant unreasonably withholds consent or;
 - iv. if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If 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.)

17. **HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("HOA"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE HOA. ANY APPLICATION FEE REQUIRED BY AN HOA SHALL BE PAID BY LANDLORD TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF THE LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER, WHICH SHALL BE GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE HOA. IF THE LEASE IS TERMINATED BASED ON THE FAILURE TO OBTAIN APPROVAL FROM THE HOA, TENANT SHALL RECEIVE RETURN OF ANY DEPOSITS PAID BY TENANT.** If the Lease is not terminated, rent shall abate until the approval is obtained from the HOA. Tenant agrees to use due diligence in applying for HOA approval and to comply with the requirements for obtaining approval. Tenant shall pay the security deposit required by the HOA, if applicable.

18. **USE OF THE PREMISES.** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, and municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement.

Unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from such removal. Any improvements or alterations to the Premises made by the Tenant shall become the Landlord's property. Tenant agrees not to keep or store on the Premises any dangerous, explosive, or toxic material that would increase the probability of fire or which would increase the cost of insuring the Premises.

19. **HURRICANE SHUTTERS.** Unless this box ☐ is checked, Tenant has primary responsibility for deploying the hurricane shutters located on the Premises in the event there is a named storm with a projected path within 100 miles of the Property with an anticipated arrival time of less than 72 hours. This provision is inapplicable if there are no shutters located on the Premises. If the box is checked, then Tenant will accommodate and assist the Landlord or Landlord's agent with the expeditious deployment of the hurricane shutters.

20. **MOLD AND MILDEW.** Tenant acknowledges that it is necessary for Tenant to maintain appropriate climate control, keep the Premises clean, and take necessary measures to retard and prevent mold from accumulating in the Property. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises, Tenant's personal property as well as any injury to Tenant and all occupants of the Premises resulting from Tenant's failure to comply with the terms of this provision.
21. **RISK OF LOSS/INSURANCE.** Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant should carry insurance covering Tenant's personal property and Tenant's liability.
22. **PROHIBITED ACTS BY LANDLORD.** Landlord is prohibited from taking certain actions as described in Section 83.67, Florida statutes.
23. **CASUALTY DAMAGE.** If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination.
24. **SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
25. **LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.
26. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant.
27. **TENANT'S TELEPHONE NUMBER.** Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.
28. **ATTORNEYS' FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.
29. **MISCELLANEOUS.**
- Time is of the essence for the performance of each party's obligations under the Lease.
 - The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
 - The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

- d. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- e. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- f. A facsimile copy of the Lease and any signatures hereon shall be considered, for all purposes, as originals.
- g. As required by law, Landlord makes the following disclosure: "RADON GAS." 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.

30. **BROKERS' COMMISSION.** If this box ☐ is checked, then the brokerage companies named below will be paid the commission set forth in this paragraph by ☐ Landlord ☐ Tenant for procuring a tenant for this transaction.

Real Estate Licensee

Real Estate Licensee

Real Estate Brokerage Company

Real Estate Brokerage Company

Commission

Commission

31. **TENANT'S PERSONAL PROPERTY.** 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.

32. **EARLY TERMINATION.** The Tenant acknowledges that the Landlord expressly does not offer any liquidated damage or early termination options pursuant to Florida Statute 83.595(4). Accordingly, there is no option available to the Tenant to pay an early termination fee to cancel this Agreement.

33. **CLEANING CHARGES.** Tenant agrees to pay the following estimated minimum exit cleaning charges, which shall include general cleaning: 1 bedroom - \$125.00; 2 bedroom - \$195.00, 3 bedroom - \$225.00, or larger single family home - \$375.00, plus tax as required by law. Tenant authorizes Agent to deduct these charges from the Security Deposit. Carpet cleaning will be charged to the Tenant if excessive dirt or spots are present at move-out. In the event damages exceed the amount of the deposit, Tenant shall be liable for all additional amounts.

The Lease for the property located at _____ has
been executed by the parties on the dates indicated below.

Landlord's #1's Signature

Date

Landlord's #2's Signature

Date

Tenant #1's Signature

Date

Tenant #2's Signature

Date

If this Lease is for a term in excess of one year, then two witnesses are required. If the Lease is for a period of one year or less, then the witnesses are not required and the below section may be disregarded.

Signature of Witness #1 as to Landlord

printed name of witness

Signature of Witness #2 as to Landlord

printed name of witness

Signature of Witness #1 as to Tenant #1

printed name of witness

Signature of Witness #2 as to Tenant #1

printed name of witness

Signature of Witness #1 as to Tenant #2

printed name of witness

Signature of Witness #2 as to Tenant #2

printed name of witness