

1 **RESIDENTIAL RENTAL/LEASE AGREEMENT**

2  
3 **This Residential Rental/Lease Agreement** made this \_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_, by and  
4  
5 between, \_\_\_\_\_, through its agent, \_\_\_\_\_, hereinafter collectively  
6  
7 referred to as "LEASING AGENT," and \_\_\_\_\_ and \_\_\_\_\_,  
8  
9 hereinafter collectively referred to as "LESSEE," concerning the lease of the following described property:

10  
11 Street address of unit rented: \_\_\_\_\_, Florida.

12  
13 **IN CONSIDERATION** of the mutual covenants and agreements herein contained, LEASING AGENT  
14 hereby leases to LESSEE and LESSEE hereby leases from LEASING AGENT the above described property.  
15 This lease shall bind the LESSEE(s), its heirs, estate, or legally appointed representatives. LESSEE as herein  
16 used shall include all persons to whom this property is leased. LEASING AGENT as herein used shall  
17 include the owner(s) of the premises, its heirs, assigns or representatives and/or any designated agents. The  
18 Parties do hereby agree to the following terms:

19  
20 **ORIGINAL TERM OF LEASE:** This lease shall be for a minimum term of 12 months. The original term  
21  
22 of this lease shall begin on \_\_\_\_\_ (also known as the anniversary date), and this

23  
24 lease shall end on \_\_\_\_\_. LESSEE must stay entire length of lease or all deposits  
25 are forfeited. If LESSEE vacates unit prior to the end of this lease, LESSEE will be responsible for rents and  
26 other fees per this agreement through the end of the lease period, or until the unit is re-rented to a qualified  
27 lessee, whichever comes first.

28  
29 **RENTS DUE ORIGINAL TERM:** The rent shall be \$ \_\_\_\_\_ per month and shall be due on or before  
30 the 1<sup>st</sup> day of each month without demand.

31  
32 **PRORATED RENT:** The pro-rated amount for, \_\_\_\_\_ through  
33  
34 \_\_\_\_\_ is \$ \_\_\_\_\_.

35  
36 **RENTS, ADVANCE RENTS, DEPOSITS, and FEES** will be collected, and held in a Florida financial  
37 institution, by \_\_\_\_\_ (PROPERTY MANAGEMENT COMPANY). The security  
38 deposit (and advanced rents, if applicable) may be held in a non-interest bearing account with:  
39 \_\_\_\_\_ . LESSEE acknowledges and understands that  
40 LEASING AGENT does not maintain a trust account and will not collect or hold rents, deposits, or any other  
41 funds.

42  
43 LESSEE agrees to pay the sum of \$ \_\_\_\_\_ as advance rent representing payment for the last month of  
44 lease term or the last month of any subsequent lease renewal.

45  
46 LESSEE agrees to pay the sum of \$ \_\_\_\_\_ as a security for faithful performance by LESSEE of all  
47 terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD or the  
48 PROPERTY MANAGEMENT COMPANY for any monies owed by LESSEE under the lease or Florida  
49 law, physical damages to the premises, costs, and attorney's fees associated with LESSEE 's failure to fulfill  
50 the terms of the lease and any monetary damages incurred by LANDLORD due to LESSEE 's default.  
51 LESSEE cannot dictate that this deposit be used for any rent due. If LESSEE breaches the lease by

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

52 abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the  
53 expiration of any extension) LESSEE will be responsible for unpaid rent, physical damages, all future rent  
54 due, attorney's fees, court costs and any other amounts due under the terms of the tenancy or Florida law.  
55

56 **AUTOMATICALLY RENEWABLE TERM OF LEASE**  
57

58 **OPTION TO AUTOMATICALLY RENEW TERM OF LEASE:** This lease automatically renews itself  
59 for (up to five) twelve (12) month periods on each yearly anniversary date, (the monthly date the lease  
60 began), unless either Party (LEASING AGENT or LESSEE) gives the other 60 days written notice (prior to  
61 the end of any lease ending date), of their desire not to renew this lease for another months. Notice from  
62 either Party, LEASING AGENT or LESSEE must be made in writing. Said notice shall be deemed complete  
63 when it is placed in the mail and shall be governed by the postmark as applied by the United States Post  
64 Office. Termination of a tenancy shall occur on the last day of the month. Verbal notice is insufficient under  
65 any circumstances.  
66

67 **RENT ESCALATION CLAUSE FOR RENEWAL TERMS RENTS DUE FOR SUBSEQUENT**  
68 **AUTOMATICALLY RENEWABLE TERMS OF LEASE:** The rent may increase on each yearly renewal  
69 anniversary date by an amount as dictated by the LEASING AGENT.  
70

71 Should the LEASING AGENT not dictate a different amount to the LESSEE in writing at least 60 days prior  
72 to the yearly renewal anniversary date, then the renewal rent shall increase by \$25.00 per month on each  
73 anniversary date as outlined above.  
74

75 **PAYMENT OF RENTS:** Payments must be received by the PROPERTY MANAGEMENT COMPANY on  
76 or before the 1<sup>st</sup> day of each month by 5:00 p.m. online at \_\_\_\_\_ or at the following  
77 Physical Address/Mailing Address:  
78

79 Checks Payable To: \_\_\_\_\_  
80 \_\_\_\_\_

81  
82 Office Phone Number : \_\_\_\_\_  
83

84 **ADDITIONAL RENTS:** LESSEE agrees to pay additional rent of \$50.00 if PROPERTY MANAGEMENT  
85 COMPANY does not receive payment by the 3<sup>rd</sup> day of each month. LESSEE agrees that any and all  
86 additional rent payments incurred as a result of LESSEE late paying of rents shall be deemed as Additional  
87 Rent due. The date the rent is marked as received is in all cases the date the payment is postmarked  
88 by the United States Post Office.  
89

90 **NONSUFFICIENT FEES:** LESSEE agrees to pay PROPERTY MANAGEMENT COMPANY a  
91 Nonsufficient fee of \$40.00 or 5% of the amount of the check, (whichever is greater) for each dishonored  
92 check. LESSEE agrees that any and all Nonsufficient fees shall be deemed as Additional Rent due. If  
93 LESSEE'S check is dishonored, all future payments must be made by money order, or cashier's check only.  
94

95 **DELINQUENCY AND OTHER DELIVERY FEES:** LESSEE agrees that should LEASING AGENT (or  
96 any agent of LEASING AGENT) deliver and serve upon the LESSEE any 3-Day Notice or other late  
97 payment notice, or any notice such as a 7-Day Right to Cure or HOA/Condo Association Violation, or any  
98 notice deemed necessary for delivery to the LESSEE then LESSEE agrees to pay a delivery fee of \$65.00 for  
99 each such delivery. LESSEE agrees that delinquency delivery fees shall be deemed as Additional Rent due.  
100

101 **LEGAL NOTICE:** The imposition of late fees, dishonored check fees and delinquency delivery fees, is not  
102 a substitution or waiver of available Florida law remedies. If rent is not received on or before the 1<sup>st</sup> day of

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

103 each month, by 5:00 p.m., LEASING AGENT may serve a Three-Day Notice on the next day or any day  
104 thereafter as allowed by law. All payments made shall first be applied to any outstanding balances of any  
105 kind including late charges and/or any other charges under this lease.  
106

107 **ADMINISTRATIVE FEE:** LESSEE agrees to pay PROPERTY MANAGEMENT COMPANY  
108 \$\_\_\_\_\_ as a non-refundable administrative fee as security for faithful performance by LESSEE of all  
109 terms, covenants and conditions of this lease. This deposit may be applied by the LESSOR for any monies  
110 owed by LESSEE under this lease or Florida law, physical damages to the premises, cost, and attorney's fees  
111 associated with LESSEE's failure to fulfill the terms of this lease. LESSEE cannot dictate that this deposit be  
112 used for any rent due. If LESSEE breaches the lease by abandoning, surrendering or being evicted from the  
113 rental premises prior to the lease expiration date (or the expiration of any renewal period), the deposit will be  
114 forfeited as special liquidated damages to cover the cost of re-letting the rental premises. LESSEE will still  
115 be responsible for any unpaid rent, physical damages, future rent due, attorney's fees, cost, and cost to re-rent  
116 the premises and any other amounts due under the terms of the tenancy or Florida law.  
117

118 **Florida law requires the following to be included in your lease: Florida Statute 83.49(3) provides:**

119 (3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to  
120 impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit with  
121 interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified  
122 mail to the tenant's last known mailing address of his intention to impose a claim on the deposit and the  
123 reason for imposing the claim. The notice shall contain a statement in substantially the following form:  
124

125 This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your  
126 security deposit, due to \_\_\_\_\_. It is sent to you as required by Florida Statute 84.49(3).  
127 You are hereby notified that you must object in writing to this deduction from your security deposit within  
128 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security  
129 deposit. Your objection must be sent to \_\_\_\_\_.

130 If the landlord fails to give the required notice within the 30 day period, he forfeits his right to impose a  
131 claim upon the security deposit. Unless the TENANT objects to the imposition of the landlord's claim or the  
132 amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the  
133 LANDLORD may then deduct that amount of his claim and shall remit the balance of the deposit to the  
134 TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

135 (3)(c) If either Party institutes an action in a court of competent jurisdiction to adjudicate his right to the  
136 security deposit, the prevailing Party is entitled to receive his court cost plus a reasonable fee for his attorney.  
137 The court shall advance the cause on the calendar. (3)(d) Compliance with this section by an individual or  
138 business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and  
139 sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security  
140 deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel  
141 shall look solely to this section to determine compliance. This section prevails over any conflicting  
142 provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed  
143 real estate brokers to disburse security deposits and deposit money without having to comply with the notice  
144 and settlement procedures contained in s. 475.25(1)(d).  
145

146 **Return of the Security Deposit is subject to (but not limited to) the following provisions:**

147 (1) Full term of lease or renewable lease term has expired and all provisions therein complied with. Tenancy  
148 must end at the end of a lease term or renewable term.

149 (2) At least 60 days written notice from LESSEES, prior to the anniversary/ renewal date of intent to  
150 terminate tenancy and not renew the lease.

151 (3) No damage to premises, or its contents beyond normal wear and tear.

152 (4) Entire premises, including range, refrigerator, bathrooms, closets, cabinets, walls, windows and carpets  
153 are cleaned. No abandoned property left behind.

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

- 154 (5) Mow, edge and water the lawn.
- 155 (6) No unpaid outstanding fees, charges, delinquent rents, or unpaid utilities.
- 156 (7) Forwarding address left with LESSOR.
- 157 (8) Return of all keys to LESSOR's office location.

158  
159 **FLOOR CLEANING FEE WHEN VACATING:** At the expiration of this agreement or any extension,  
160 TENANT shall peaceably surrender the premises leaving the premises in good, clean condition, ordinary  
161 wear and tear excepted. TENANT agrees to have the flooring including carpeting, tile and other floor  
162 coverings cleaned professionally upon move out or will incur a minimum flooring cleaning charge to be  
163 deducted from the security deposit in the amount of \$\_\_\_\_\_. A receipt from a professional accredited  
164 floor/carpet cleaning company may be required upon move-out to document compliance with this provision.

165  
166 **UNIT CLEANING FEE WHEN VACATING:** In addition to any floor cleaning charges or any other  
167 charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to  
168 be deducted from the security deposit in the amount of \$\_\_\_\_\_.

169  
170 **MISSING LOCK KEYS WHEN VACATING:** In the event all lock keys are not returned upon move out,  
171 there will be a minimum charge to be deducted from the security deposit in the amount \$\_\_\_\_\_ per lock  
172 requiring a re-key by a locksmith. If the missing key is a community access key such as a pool or clubhouse  
173 key, the minimum charge shall be \$\_\_\_\_\_, or more as may be required by the home owners association  
174 to acquire a replacement.

175  
176 **MISSING or BROKEN GARAGE DOOR OPENERS WHEN VACATING:** In the event garage door  
177 opener(s) are not returned upon move out, there will be a minimum charge to be deducted from the security  
178 deposit in the amount \$\_\_\_\_\_ per missing or broken garage opener.

179  
180 Security deposit refunds, (if any) shall be made by mail only, as provided by law, made out in names of all  
181 LESSEE's in one check, and, may not be picked up in person from PROPERTY MANAGEMENT  
182 COMPANY. In the event that Lessor imposes a security deposit claim upon Lessee(s) then Lessee(s) do  
183 hereby agree to compensate Lessor by paying a security deposit claim processing fee of \$250.00, (plus  
184 postage necessary to process the claim), and these fees will be deducted from Lessee(s) security deposit or  
185 billed to the LESSEE's. The security deposit claim processing fees are in addition to whatever damages  
186 may be claimed for breach of lease and/or repair and renovation work deemed necessary by the LEASING  
187 AGENT. In the event LESSEES or their guests or invitees cause any damage to the premises,  
188 LEASING AGENT may at its option repair same and LESSEE agrees to pay for all the expenses of  
189 same on demand or LEASING AGENT may require LESSEE to repair same, with all charges  
190 incurred as additional rent. In such case, the LESSEE would be responsible for all expenses.  
191 LESSEE shall be responsible for all damages that occur as a result of leaving doors or windows  
192 open. LESSEES shall not have the right to perform nor arrange for repairs at LEASING AGENT'S  
193 expense, nor shall there be any right of LESSEE to deduct the cost of any repairs from the rent  
194 payments due, except for the replacement of smoke detectors as provided herein.

195  
196 **LESSEE(s) shall be fully responsible for and agrees to maintain and repair at LESSEE(s) full**  
197 **expense, the following:** A/C Filters, A/C Drain Lines, Washer/Dryer, Pest Extermination, Lawn &  
198 Shrubbery, Microwave, Swimming Pool and Hot Tub (if any), Water Conditioners, Plumbing,  
199 Smoke Detector Maintenance including Batteries, Thermostat Batteries (if any), Locks, Door  
200 Locks, Window Locks, Light Bulbs, Garage Door Locks, Garage Door Openers and all Glass  
201 Breakage no matter the cause.

202

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

203 All maintenance and repair work requested by the LESSEES and ordered by the PROPERTY  
204 MANAGEMENT COMPANY shall take place during normal business hours, Monday through  
205 Friday from 9:00 a.m. to 5:00 p.m., (excluding emergencies). All maintenance and repair requests  
206 shall be made by Lessee online at: \_\_\_\_\_ with the prescribed  
207 maintenance/repair request form provided at that location for this purpose.  
208

209 Under our guidelines and the Florida Landlord Tenant Laws, Emergency repairs shall be deemed as  
210 follows:

- 211 (1) Security Broken Locks, Window Locks
- 212 (2) Major Water Leaks/Broken or Non-functional Pipes
- 213 (3) No Heat
- 214 (4) No Water
- 215 (5) Sewer Backups
- 216 (6) Gas Leaks or electrical appliances especially refrigerators.

217 In the event a major repair to the premises must be made which will necessitate the LESSEES  
218 vacating the premises, LESSOR may at its option terminate this agreement and LESSEE agrees to  
219 vacate the premises holding LESSOR harmless for any damages suffered, if any. LESSEE agrees  
220 that they shall immediately test the smoke detector and shall maintain same.  
221

222 **DOOR LOCKS, WINDOW LOCKS AND SECURITY:** The LEASING AGENT agrees to  
223 provide working door and window locks at the beginning of the lease term. The LESSEES are  
224 responsible for all locks and security of the premises once they take possession.  
225

226 **LAWNS AND SHRUBBERY:** LESSEE shall be solely responsible for fertilizing, fungus control,  
227 insect control and maintaining and watering the lawn, shrubbery and for any damages caused by  
228 their negligence or abuse. LESSEE shall adequately mow, edge and trim the lawn or hire it to be  
229 done. In the event that the LESSEE fails to properly and adequately fertilize, maintain insect  
230 control or water the lawn and shrubbery, causing it to die, or suffer damage, the LESSEE shall be  
231 fully responsible for the cost of replacement. Failure of the sprinkler system (if any) shall not  
232 relieve the LESSEE of his responsibility. In the event of a sprinkler system failure, the LESSEE  
233 should take action to ensure that the lawn is properly watered, purchasing and using water hoses and  
234 portable sprinklers if necessary. In the event that no sprinkler system exists, the tenant shall use  
235 (and purchase) water hoses, portable sprinklers and any other lawn equipment to ensure that the  
236 lawn is properly watered and maintained.  
237

238 **CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS:** In the event the rental premises are  
239 subject to the rules, regulations, covenants and restrictions of a condominium or homeowners  
240 association, the LESSEES agree to abide by all applicable rules and regulations. It shall be the  
241 obligation of the LESSEES to obtain a copy of the condo or homeowner association, restrictive  
242 covenants or declaration and rules. Should the LEASING AGENT or property owner receive  
243 notification from the condominium or homeowners association of violation of the rules, regulations,  
244 covenants and restrictions the cause of which are the result of the LESSEES failure to maintain their  
245 rental home properly or any notice of violation the cause of which is directly attributable to the  
246 LESSEES, the LESSEES guests or their invitees, then the LESSEES do hereby agree to pay the  
247 LESSOR any and all damages, penalties, fines or other costs of the LEASING AGENT or the  
248 property owner. Uncured Condo or HOA violations are grounds to terminate the lease. The

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE



249 LESSEES shall also be financially responsible for the cost of curing any violation, including by the  
250 way of example, but not limited to, the cost to maintain or replace the lawn, bushes, window  
251 coverings, legal and attorney fees, court cost, any and all fees, fines, penalties or other cost that may  
252 be incurred by the LEASING AGENT or the property owner as a result of the LESSEES failure to  
253 abide by the rules, regulations, covenants and restrictions of the homeowners or condominium  
254 association. The LESSEES hereby agree and consent any and all cost, fines, penalties or other cost  
255 referenced herein shall be deducted, without recourse, from the LESSEES security deposit, should  
256 the LESSEE have an outstanding balance with regard to these expenses when they vacate the  
257 premises. This lease is subject to the approval of the condo association or homeowners association  
258 and LESSEE agrees to pay any association application fees or deposits necessary for such approval,  
259 (if applicable). Maintenance and recreation fees are to be paid by the PROPERTY  
260 MANAGEMENT COMPANY.

261  
262 **UTILITIES:** Unless otherwise provided herein, the LESSEE shall be responsible for all utilities of  
263 the leased premises during the term of this lease. The LESSEE agrees to pay all charges and  
264 deposits for all utilities and LESSEE agrees to have all accounts for utilities immediately placed in  
265 LESSEES name with accounts kept current throughout occupancy. Garbage and or trash removal is  
266 considered a utility under this lease. If the utilities which LESSEE is responsible for are still in  
267 LEASING AGENT'S name at the time LESSEE takes occupancy, or thereafter, LESSEE agrees  
268 that PROPERTY MANAGEMENT COMPANY shall order such utilities to be terminated, without  
269 notice, and LEASING AGENT shall not be liable to LESSEES for any expenses, or losses caused  
270 by such termination of utilities. LESSEES further agree to remit to PROPERTY MANAGEMENT  
271 COMPANY any and all cost of utilities billed to LESSORS from the date the lease began until  
272 LESSORS termination of said utilities. Any such utility expenses shall be deemed Additional Rent  
273 Due.

274  
275 **VEHICLES:** Vehicles must be currently licensed, owned by the LESSEE(s), registered,  
276 operational and properly parked. LESSEE agrees to abide by all parking rules established now or in  
277 the future by LESSOR or condo/homeowners associations rules, if applicable. No trailers, vehicles  
278 on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without  
279 LESSORS prior written approval. LESSEE is not to repair or disassemble vehicles on the premises.  
280 Vehicles not meeting the above requirements and additional rules of LESSOR are unauthorized  
281 vehicles subject to being towed at LESSEE's expense. Parking on the grass is prohibited. LESSEE  
282 agrees to indemnify LESSOR for any expenses incurred due to the towing of any vehicle belonging  
283 to the guest or invitee of LESSEE. LESSEE also agrees to indemnify LESSOR for all cost,  
284 penalties, fines, and attorney fees in dealing with condo/homeowners associations and or local  
285 governmental agencies who have cited the LESSOR, the property or the property owner for parking  
286 or vehicle violations.

287  
288 **SMOKING:** Smoking is NOT permitted inside the premises by LESSEE, guests or invitees.  
289 LESSEE understands that smoking inside the premises shall be considered a material default under  
290 this lease agreement.

291  
292 **INDEMNIFICATION:** LESSEES agree to reimburse LEASING AGENT upon demand in the  
293 amount of the loss, property damage, or cost of repairs or service (including plumbing trouble)  
294 caused by the negligence or improper use by LESSEE, his agents, family or guest. LESSEE at all

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

295 times, will indemnify and hold harmless the LEASING AGENT from all losses, damages, liabilities  
296 and expenses which can be claimed against LEASING AGENT for any injuries or damages to the  
297 person or property of any persons, caused by the acts, omissions, neglect or fault of LESSEE, his  
298 agents, family or guest, or arising from LESSEES failure to comply with any applicable laws,  
299 statutes, ordinances or regulations. The LEASING AGENT puts the duty to keep the premises safe  
300 on the LESSEE. F.S. 83.51 allows the LEASING AGENT to put certain duties of maintenance on  
301 the LESSEE. This includes removal by the LESSEES of any and all mold and mildew found or  
302 discovered in the leased property at the LESSEES expense.  
303

304 In the event of a dispute concerning the tenancy created by this agreement, (including legal  
305 foreclosure of the property), LESSEE agrees to look solely to the property owner of record of the  
306 premises in the event of such legal dispute, as the LEASING AGENT is merely the managing agent  
307 of the property owner of record.  
308

309 LESSEE shall be solely responsible for insuring LESSEES own possessions on or about the  
310 premises. LESSEE is advised to purchase renters insurance from an insurance agency of their  
311 choosing.  
312

313 **PETS:** LESSEE shall not keep any animal or pet in or around the rental premises without  
314 LEASING AGENT's prior written approval and a PET ADDENDUM attached and made a part of  
315 this lease. PET ADDENDUM IS ATTACHED.  
316

317 **WAIVER OF TRIAL BY JURY:** The LESSEES and the LEASING AGENT knowingly,  
318 voluntarily and intentionally waive the right either may have to a trial by jury in respect of any  
319 litigation based hereon, or arising out of, under or in connection with this Lease and any agreement  
320 contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing,  
321 statements (whether verbal or written) or actions of either Party. This provision is a material  
322 inducement for the LESSEE entering into the lease.  
323

324 **USE OF PREMISES:** LESSEES shall maintain the premises in a clean and sanitary condition and  
325 not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or  
326 surrounding premises. LESSEE shall install window shades or draperies (no foil, sheets, paper, etc.  
327 allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and  
328 occupied by the LESSEES for only residential, non-business, private housing purposes only.  
329 LESSEES shall not operate any type of day care or child sitting service on the premises. LESSEES  
330 shall secure insurance immediately for any water filled devices with a loss payable clause to the  
331 LEASING AGENT. LESSEES agree to conduct themselves and require other persons on the  
332 premises to conduct themselves in a manner that does not unreasonably disturb any neighbors or  
333 constitute a breach of the peace. LESSEE agrees not to destroy, deface, damage, impair or remove  
334 any part of the premises or property therein belonging to the LESSOR, and not to permit any person  
335 to do so. The use of trampolines is prohibited anywhere on the premises. Lessees agree to remove  
336 any item or comply with any demand necessary that may be made by property owner's insurance  
337 agency to maintain homeowners or other insurance on the dwelling. LESSEES agree to take any  
338 and all precautions to prevent mold and mildew within the property and shall remove any mold and  
339 mildew as soon as possible at the expense of the LESSEES. Loud parties or other disturbances that

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

340 infringe upon the peaceful living environment of other residents or neighborhood is prohibited.  
341 Littering in the outdoor areas or common areas related to the premises are prohibited.  
342

343 **DEFAULT:**

344 (1) Failure of LESSEE to pay rent or any additional rent when due, or;  
345 (2) LESSEE(s) violation of any other term, condition or covenant of this lease (and if applicable,  
346 attached rules and regulations), condominium by-laws or neighborhood deed restrictions, or;  
347 (3) Failure of LESSEE to comply with Federal, State and/or Local laws, rules and ordinances, or;  
348 (4) LESSEE'S failure to move into the premises or LESSEE'S abandonment of the premises, shall  
349 constitute a default by LESSEE(s). Upon default, in addition to complete forfeiture of the security  
350 deposit, rent due for the remaining term of this lease is accelerated, LESSEE shall owe rent and all  
351 sums due under the terms of this lease and any addendums attached hereto and any and all amounts  
352 owed to LEASING AGENT as permitted by Florida law. If the LESSEE abandons or surrenders  
353 possession of the premises during the lease term or any renewals, or is evicted by the LEASING  
354 AGENT, LEASING AGENT may retake possession of the premises and make a good faith effort to  
355 re-rent it for the LESSEE account. Retaking of possession shall not constitute a rescission of this  
356 lease nor a surrender of the leasehold estate. If LESSEE(s) breach this lease agreement, in addition  
357 to any other remedies available by law and this lease agreement, LESSEE(s) shall be responsible for  
358 any leasing fee or commission charge which LEASING AGENT may incur in attempting to re-lease  
359 the premises through a licensed real estate company. If LESSEE fails to fulfill the terms of their  
360 obligations within this Rental/Lease Agreement, a negative credit report reflecting the LESSEE'S  
361 credit may be submitted to a credit-reporting agency.  
362

363 **ATTORNEYS FEES:** If LEASING AGENT employs an attorney due to LESSEES violation of the terms  
364 and conditions of this lease, LESSEE shall be responsible for all cost, reasonable attorney fees, property  
365 manager fees and cost, as incurred by the LEASING AGENT and/or property owner of record, whether or  
366 not suit is filed. LESSEES waive the right to demand a jury trial concerning any litigation between  
367 LEASING AGENT and LESSEES. In the event that the LESSOR successfully defends any action,  
368 (including, but not limited to the Courts, the Board of Realtors, the Better Business Bureau, mediation or any  
369 administrative state agency) arising out of this transaction brought directly or indirectly by LESSEE or their  
370 representative, LEASING AGENT shall be reimbursed their attorney fees, court cost (if any); AND for  
371 LEASING AGENT'S time (at the rate of \$150/hour) in defending such an action by LESSEE.  
372

373 **RISK OF LOSS:** All LESSEES personal property shall be at the risk of the LESSEE or owner thereof and  
374 LEASING AGENT shall not be liable for any damage to said personal property of the LESSEE arising from  
375 criminal acts, fire, storm, flood, rain, wind damage, mold or mildew, acts of negligence of any person  
376 whatsoever, or from the bursting or leaking of water pipes or roofing. LESSEES are strongly urged to secure  
377 renters insurance and personal property insurance from an insurance agency of their choosing.  
378

379 **FIXTURES, ALTERATIONS & LIENS:** LESSEES must obtain prior written consent from LEASING  
380 AGENT before painting, installing fixtures, making alterations, additions or improvements and if permission  
381 is granted, same shall become the LEASING AGENT's property and shall remain on the premises at the  
382 termination of tenancy. The LEASING AGENT, nor the LEASING AGENT'S estate shall be subject to any  
383 liens for improvements contracted by LESSEE. LESSEES shall not have the right to perform nor arrange for  
384 repairs at LEASING AGENT's expense, nor shall there be any right of LESSEE to deduct the cost of any  
385 repairs from the rent payments due, except for the replacement of smoke detectors as provided herein. The  
386 LESSEES shall not install signs, signals, illumination advertising, letters painted or affixed, awnings or other  
387 projections including air conditioners, television or radio antennas or wiring to the exterior of the leased  
388 premises.

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE



389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438

**NO ASSIGNMENTS, SUBLETTING OR EARLY TERMINATION:** LESSEES shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the LESSEES shall be a breach of this agreement. LESSEES shall not be released from the terms of this agreement on the grounds of voluntary or involuntary employment transfer, loss of employment, marriage, divorce, loss of co-lessee, bad health, or voluntary enlistment in the armed services.

**APPLICATION:** LESSEE has supplied information to LEASING AGENT by means of a rental application. LESSEE covenants that all such information was given voluntarily and knowingly by LESSEE. Any misrepresentation made by the LESSEE(s) in their rental application will be deemed to be a breach of this agreement and the LEASING AGENT may terminate the tenancy, in which event LESSEE shall immediately surrender the premises.

**RIGHT OF ENTRY:** LEASING AGENT upon 12 hours notice by telephone, hand-delivery or posting to LESSEE, has the right of entry to the premises for, repairs, appraisals, inspections, or any other reason. LESSOR has immediate right of entry in cases of emergency, or to protect or preserve the premises. Should LESSEES change the locks, LESSEES must provide LEASING AGENT with a key to all locks.

LEASING AGENT may place For Rent signs on the premises at anytime. LEASING AGENT's right to enter the premises to show the same for rental shall be upon at least 12 hours' notice to LESSEE after which LESSEE shall be obligated to permit LEASING AGENT to show the premises during normal business hours within 36 hours of said initial notice. Should LESSEE fail to permit LEASING AGENT to enter the premises, for any purpose described herein, LESSEE shall be responsible to LEASING AGENT for liquidated damages in the amount of the security deposit. Said liquidated damages will be deemed to apply if the LESSEE refuses to make an appointment with LEASING AGENCY, changes the locks so that LEASING AGENT cannot enter the premises, or has a dog or other animal which makes entry to the premises dangerous or inconvenient for LEASING AGENT. In the event LEASING AGENT deems LESSEE to have incurred any such penalty, LEASING AGENT shall notify LESSEE of said penalty, in writing, certified mail, return receipt requested, and LEASING AGENT shall thereafter be entitled to deduct such penalty so imposed from LESSEE(s) security deposit.

**VACATING AND HOLDOVER BY LESSEE(s):** At the expiration of this agreement or any renewal extension, the LESSEE shall peaceably surrender the premises and turn in all keys and any other property owned by the LEASING AGENT leaving the premises in good, clean condition, ordinary wear and tear excepted. The LESSEE must turn the keys into the offices or mailing address of the PROPERTY MANAGEMENT COMPANY at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the LESSEE fails to deliver possession of the premises to the LEASING AGENT at the expiration of this agreement or any renewal, and if such holdover is without the consent of the LEASING AGENT, LESSEE shall be liable for double the monthly rent for each month or fraction thereof, as per Florida Statute 83.58.

**CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:**  
If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LEASING AGENT, that LESSEE must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LEASING AGENT'S option and upon 7 days written notice to

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE

439 LESSEE, cease and shall terminate, LESSEE agrees to and shall vacate and LESSEE, if not in  
440 default of the lease, shall owe no further rent due under the terms of the lease. In such case,  
441 LESSEE hereby waives all claims against LEASING AGENT for any damages suffered by such  
442 condemnation, damage, destruction or lease termination. LESSEE agrees that in the event there are  
443 hurricane or storm shutters on the premises, LESSEE will install same if there is a hurricane or  
444 tropical storm watch or warning in effect and/or at the request of the property manager or owner. If  
445 LESSEE is unable to perform this task for any reason, LESSEE agrees to notify LEASING AGENT  
446 as soon as any storm watch or warning is placed into effect.  
447

448 **WAIVERS:** The rights of the LEASING AGENT under this lease shall be cumulative, and failure  
449 on the part of the LEASING AGENT to exercise promptly any rights given hereunder shall not  
450 operate to forfeit any other rights allowed by this lease or by law.  
451

452 **SEVERABILITY:** In the event any section of this lease agreement shall be held to be invalid, all  
453 remaining provisions shall remain in full force and effect.  
454

455 **AGENCY DISCLOSURE:** The LEASING AGENT is an agent of and is employed by the  
456 property owner of record and represents the interests of the property owner. This lease was prepared  
457 by a licensed Florida Attorney.  
458

459 **INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement  
460 between LEASING AGENT and LESSEE(s) concerning the premises, and there are no covenants,  
461 promises, agreements, conditions, or understandings, oral or written between them other than those  
462 herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision  
463 shall be void but all other terms and conditions of the agreement shall be in effect.  
464

465 **MODIFICATIONS:** No subsequent alteration, amendment, change or additions to this lease shall  
466 be binding upon LEASING AGENT unless reduced to writing and signed by all Parties.  
467

468 **RADON GAS:** State law requires the following notice to be given: Radon is a naturally occurring  
469 radioactive gas that, when it has accumulated in a building in sufficient quantities, may present  
470 health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state  
471 guidelines have been found in buildings in Florida. Additional information regarding radon and  
472 radon testing may be obtained from your county public health unit.  
473

474 **RESIDENT & OCCUPANT ACKNOWLEDGMENT OF SECURITY POLICY:**

475 (1) No Representations. Residents and Occupant acknowledge that neither Owner nor Property  
476 Manager has made any representations, written or real, concerning the safety of the community or  
477 the effectiveness or operability of any security devices or security measures.

478 (2) No Warranty of Guarantee. Residents and Occupants acknowledge that neither Owner nor  
479 Management warrants or guarantees the safety or security of Residents, Occupants, or their guests  
480 or invitees against the criminal or wrongful acts of third Parties. Each Resident, Occupant, guest  
481 and invitee is responsible for protecting his or her own person and property. Crime is everywhere  
482 and LESSOR does not control where crimes occur. Consequently, crimes in the area or upon the  
483 LESSEE(s), shall not be grounds to violate, breach or terminate this lease agreement.

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE



517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562

**PET ADDENDUM**

Unless this addendum reads "NO PETS", consent is hereby granted to Tenant(s) to keep the below described pet(s) only, on the leased premises, provided the below listed conditions are abided by:

1. Additional monthly fee of \$\_\_\_\_\_ is added to the monthly rent as additional rent.
2. A nonrefundable fee of \$\_\_\_\_\_ is paid by Tenant(s).
3. Additional security deposit of \$\_\_\_\_\_ is paid by Tenant(s). This sum may be used by Lessor or Property Manager to pay for any pet damage or for any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
4. ONLY PET(S) DOCUMENTED ON THIS AGREEMENT ARE ALLOWED. PETS MUST BE PRE APPROVED BY PROPERTY MANAGER PRIOR TO PET BEING ON PREMISES.
5. Pet(s) must be kept on a leash at all times while it is outside of the dwelling unit. PETS ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the PROPERTY OWNER, LEASING AGENT AND PROPERTY MANAGER for any damages arising out of injury to another by the pet(s). Pet(s) must not be tied or kept outside.
6. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement. Pet(s) must weigh under the weight limit of 40lbs. at all times.
7. Tenant(s) may be assigned designated areas to walk pet. Tenant(s) are responsible for cleaning up animal waste after pet(s). Tenant(s) who do not pick up animal waste causing exterior living areas to become foul smelling, hazardous, or an obstacle to lawn maintenance personnel will be in breach of this agreement and may be required to remove the pet from the property upon notice from the PROPERTY MANAGER.
8. Tenant(s) will be responsible for FULL replacement cost of carpet, walls, blinds, flooring or other items damaged in any way by pet(s). Tenant(s) also will be responsible for any exterminating that may be required because of pet(s) including whole home flea and tick treatments which can cost \$400 to \$450 per treatment for an average 2,000 square foot residence with carpet floors.

Tenant(s) agree that approval or denial of all pets(s) is at the sole discretion of the LEASING AGENT or PROPERTY MANAGER. The LEASING AGENT or PROPERTY MANAGER reserves the right to withdraw consent by giving the Tenant(s) 7 (seven) days written notice to remove pet(s) from the premises for any reason. The failure of the TENANT to remove the pet after notice shall be deemed a material breach of the lease and, Tenant(s) will be subject to eviction.

DESCRIPTION OF PET(S):

Type \_\_\_\_\_ Breed \_\_\_\_\_ Name \_\_\_\_\_.

Type \_\_\_\_\_ Breed \_\_\_\_\_ Name \_\_\_\_\_.

LESSEE INITIALS \_\_\_\_\_ LESSEE INITIALS \_\_\_\_\_

INITIAL HERE