

RESIDENTIAL LEASE AGREEMENT

THIS INDENTURE, made and entered into this ____ day of _____ 20____, by and between _____, herein after referred to as "LESSOR" and _____ hereinafter referred to as "LESSEE".

WITNESSETH:

_____, whose address is _____, is the authorized Owner of the below described property.

DESCRIPTION:

WHEREFORE, for and in consideration of the mutual covenants herein, the parties hereto agree as follows: The LESSOR and/or Owner hereby leases to the LESSEE the following described premises: _____

TERM:

The initial term of this agreement shall begin _____ and end _____ at the agreed gross rental amount of _____.

RENT:

\$ _____, payable as follows:
\$ _____, for first month's rent due upon execution of this Lease Agreement;
\$ _____, for security deposit due upon execution of this Lease Agreement;
\$ _____, due and payable on or before the FIRST day of each and every calendar month through the remaining term of the lease

All payments of rent, other than first month's rent and security deposit, shall be timely made, according to the terms of this agreement, to LESSOR's address provided above.

DEFAULT:

If the LESSEE defaults in the payment of any rent herein described, LESSOR may declare all unpaid sums hereunder for the remainder of the lease term accelerated and immediately due and payable.

LATE PAYMENTS AND RETURNED CHECKS:

Time is of the essence of this Agreement. If all or a portion of the rent remains unpaid after the FIFTH (5th) of the month, LESSEE agrees to pay \$25.00 in damages for each late payment and \$10.00 for each additional day after the 2nd day the payment is late. LESSEE agrees that a service charge of \$25.00 in addition to any late charges will be assessed for any return checks and agrees to pay all future payments of rent in cash, cashier's check or money

order. Rent lost in mail will be treated unpaid until received by the LESSOR. All of these fees, payments and charges shall be considered additional rent.

APPLICATION OF PAYMENTS:

All payments will be applied in the following order when received: (a) late charges and NSF fees; (b) balance of the security deposits and other expenses due hereunder; and (c) rent.

JOINT LIABILITY:

In the event that this Lease shall be executed on behalf of the LESSEE by more than one person, then liability of the persons so signing shall be joint and several.

SUCCESSORS AND ASSIGNS:

The payment of any unpaid rent or damages shall be binding upon and apply to the heirs, executors, legal representatives, and assigns of LESSEE.

QUIET ENJOYMENT;

The LESSOR and/or Owner covenants with the LESSEE that the LESSEE paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this Agreement without hindrance, eviction, molestation, interruption whatever, except as provided below, and the said LESSEE covenants with the LESSOR.

LESSEE AGREES:

- A. To pay said rent when rent due pursuant to the terms of this Lease Agreement.
- B. To pay all water, electric, gas, sanitation fee, sewage charge, and telephone charge which may be assessed upon the demise premises during the term thereof.
- C. Any damage resulting from accidents, neglect, abuse or misuse of LESSEE, lessee’s family, agents, or visitors shall be repaired at the expense on the LESSEE. All repairs of any nature shall also be the responsibility of the LESSEE regardless of cause, with the exception of damages covered by the LESSOR’s property insurance coverage. In the event of insurable damages, LESSEE will only be responsible for any deductible provided in said insurance policy. LESSEE agrees that this lease is considered to be a triple net lease and that LESSEE will be responsible for all repairs to the premises and any real estate tax or property insurance adjustments, as provided by the escrow requirement of the mortgage servicing company that services the mortgage on the property.
- D. Not to suffer or commit any waste of the premises, nor make any unlawful, improper, or offensive use of same.
- E. Conduct himself/herself and require other persons on the premises to conduct themselves in a manner that does not unreasonably disturb his/her neighbors or constitute a breach of peace.
- F. Not to assign the Lease or sublet the said premises or any part thereof.

G. To permit LESSOR or his agent to enter the premises at all reasonable times with the key maintained by LESSOR for any purpose connected with the repair, improvement, care, and management of the premises, including the showing of the premises to prospective tenants or purchasers during sixty days preceding the expiration of this Lease and for any other reasonable purpose.

H. In the event any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned or vacated, then it shall be lawful for said LESSOR or his Agent to re-enter and repossess said premises, removing all occupants, and upon re-entry as aforesaid this lease shall terminate. In the event of re-entry by the LESSOR as herein provided, LESSEE shall be liable in damages to said LESSOR for all loss sustained.

I. The LESSEE covenants that the LESSOR shall not be liable for any damage or injury of the LESSEE, the LESSEE's agents, employees, licensees, and invites or any person entering the premises or the building of which the demised premises together with any and all common property to which LESSEE may be entitled to use in conjunction with said demised premises or to goods or chattels therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are a part, and, further to indemnify and save LESSOR harmless from all claims of every kind and nature.

J. It is hereby understood and agreed between the parties hereto that the above premises shall be used and occupied by the LESSEE consisting of _____ adults, _____ child/children, _____ pet(s), as a private residence and for no other purpose. Exception to be made only upon written approval of the LESSOR. LESSEE herein agrees to pay a pet deposit, if applicable, in the amount of \$ _____, \$ _____ of which is non-refundable and shall be paid as follows _____ nonpayment of said pet deposit shall be a material default under this lease. LESSEE agrees that any damage resulting from an approved pet shall be repaired to the satisfaction of LESSOR at the sole expense of the LESSEE and that said expenses are exclusive of an non-refundable pet monies. Any unauthorized pets will constitute an automatic forfeiture of the security deposit.

K. It is hereby agreed that all expenses in connection with the upkeep of the grounds including all water used for irrigation purposes will be paid for by the LESSEE.

L. LESSEE covenants and agrees to maintain any lawn, garden, flower beds and shrubbery and agrees to water, mow, trim and maintain same.

M. The LESSEE covenants with the LESSOR that: if after the expiration of this Lease a "Month to Month" tenancy is approved and agreed by the LESSOR in writing, all terms and conditions of said lease or lease extension shall apply.

N. LESSEE hereby acknowledges that they have the opportunity to prepare a "Check In" list to be filled out and returned to the LESSOR within 2 days. Said list will serve as an agreement and will be the basis for determining any charges against the security deposits and/or LESSEE. Nevertheless, LESSEE stipulates, represents and warrants that LESSEE has examined the premises, and that they are at the time of this Lease Agreement in good order, repair, and in a safe, clean and tenantable condition.

O. LESSEE agrees to obtain a standard tenant renter's insurance policy covering contents, including loss of food.

P. LESSEE agrees not to make any alterations to the building or grounds of the premises or improvements or alterations to the interior of the premises without prior written consent of LESSOR.

Q. LESSEE agrees to park only in driveway, carport, garage, or designated areas and not suffer or permit to park any vehicle on the grass or road along the subject premises without written consent of LESSOR.

R. LESSEE agrees not to engage in any mechanical repairs of premises.

S. LESSEE agrees to change air conditioner filters as needed and to change said filters upon vacating.

T. LESSEE agrees to install and keep in working order a telephone while this Lease is in effect.

U. LESSEE agrees not to re-key or change any security lock without the written consent of LESSOR.

V. LESSEE agrees abide by the Rules and Regulations of any Home Owners Association and agrees that this Lease may be subject to said Association's approval.

W. LESSEE upon occupancy accepts said premises in its condition at the time of occupancy and agrees that at the time of the execution of this Lease the premises are delivered in a safe and tenantable condition.

X. LESSEE agrees that no consent, expressed or implied, to any breach of one or more of the covenants and agreements hereof shall be deemed or taken to be waiver of any succeeding or other breach.

Y. LESSEE agrees that the premises shall be non-smoking. Any smoking which occurs shall be outside residence.

LESSOR AGREES:

The LESSOR herein agrees with the LESSEE as follows:

A. LESSOR agrees to keep the mortgage payments current on the property, including any escrow requirement for the property insurance and real estate taxes and to promptly notify LESSEE if this requirement is not met.

B. RADON GAS DISCLOSURE:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

C. LEAD-BASED PAINT DISCLOSURE:

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

SECURITY DEPOSIT/DAMAGES:

Security/Damages deposit in the amount of \$_____ to be paid by the LESSEE to the LESSOR, shall be retained by the LESSOR for the LESSEE's performance of the terms and conditions of this Lease Agreement. Security deposit is considered additional rent.

LESSOR may, at its option, use all or part of said deposit for any and all damages, including loss of rent, of which the LESSOR may be entitled due to breach of any of the covenants and agreements contained herein by the LESSEE. Use of the said deposit for such purpose shall not act as a waiver to any rights either in law or in equity to which the LESSOR may be entitled. It is also understood and agreed that if the premises are left in an unclean or damaged condition, beyond reasonable wear and tear, so much of said deposit shall be applied toward necessary cleaning and/or repairs. The entire amount of said deposit shall be forfeited in favor of the LESSOR if LESSEE defaults under this Lease Agreement.

Return of the Security Deposit is subject to the following provisions:

1. Full term of lease has expired and all provision therein complied with.
2. A full calendar month (30 days) notice in writing is given prior to the expiration date of the lease or any lease extension.
3. No damage to premises or it contents beyond normal wear and tear.
4. Entire premises, including range, refrigerator, bathrooms, closets and cabinet are clean, and air conditioner filters are changed.
5. No UNPAID late charges or contraband pet charges or delinquent rents.
6. All debris and rubbish or discards placed in proper containers.
7. Forwarding address left with LESSOR.
8. Return of all keys to the LESSOR prior to, or on the day of, the agreed written date of vacancy.

If the above conditions are not complied with, the cost of labor and materials for cleaning, repairs and replacements will be deducted from the Security Deposit.

Security deposit will be refunded by check mailed to the forwarding address if no claim is made. The check will be made jointly to all persons who signed the Lease Agreement.

LESSEE acknowledges that the security deposit MAY NOT BE APPLIED AS RENT, and agrees that the full month's rent will be paid on time including last month's occupancy.

ENTIRE AGREEMENT:

No prior or existing agreements or representations shall be binding on any of the parties unless incorporated in this Agreement. No modification or change to this Agreement shall be valid or binding on the parties unless in writing, executed by the parties to be bound.

DISCLOSURE:

For the purpose of notices required by this agreement or by law, the following addresses shall be used unless the parties hereto have been advised in writing otherwise:

LESSOR: _____

LESSEE: _____

SPECIAL CLAUSES:

A. This instrument has been prepared by the LESSOR.

B. This agreement may be executed in subparts.

C. 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.

D. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed on the dates first above written:

WE ACKNOWLEDGE THAT WE ARE EACH, JOINTLY AND SEVERALLY, RESPONSIBLE FOR THE PERFORMANCE OF ALL COVENANTS, TERMS AND CONDITIONS OF THIS LEASE. WE CERTIFY THAT WE HAVE HAD THIS READ AND UNDERSTAND THE ABOVE PRINTED MATTER.

WITNESSES:

LESSOR

As to LESSOR

As to LESSOR

As to LESSOR

LESSOR

As to LESSOR

As to LESSOR

LESSEE

As to LESSEE

As to LESSEE

LESSEE

As to LESSEE

As to LESSEE