

## RESIDENTIAL LEASE AGREEMENT

**THIS 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.**

THIS LEASE AGREEMENT is made and entered into by and between the following described Landlord and Tenant as \_\_\_\_\_.

**1. GENERAL TERMS, SPECIFICATIONS AND DEFINITIONS:**

LANDLORD Name: \_\_\_\_\_  
Or AGENT: Address: \_\_\_\_\_  
\_\_\_\_\_

TENANT: Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PREMISES: Address: \_\_\_\_\_  
\_\_\_\_\_

TERM: Commencing on \_\_\_\_\_,  
for a term of one year and ending on \_\_\_\_\_.

RENT: \_\_\_\_\_ per month.

Late Payment: \_\_\_\_\_ + possible additional charges (**item 18 lists fee's associated w/late payments**)

OCCUPANTS: \_\_\_\_\_ Adults and \_\_\_\_\_ Children

SECURITY DEPOSIT: \_\_\_\_\_

PET FEE: \_\_\_\_\_ **Non Refundable** (Describe number, type): \_\_\_\_\_

ADVANCED RENT: \_\_\_\_\_ for \_\_\_\_\_

2. **RENT:** Tenant agrees to pay the monthly rent to the Landlord (or Agent) specified above on the **1<sup>st</sup> of every month** to the above Landlord's (or Agent's) address listed above. Tenant will be given a **(5) day grace period**, after which a **3 day notice** will be given to cure rent payment and late payment will be due at the above mentioned rate. If sent by mail, rent will not be considered late if the mail is post marked on or before payment due date or post marked during grace period. If rent is paid in person, rent will not be late if given to landlord before the grace period time is up. **If money and fees are owed to the office, then all fees and monies owed to office will be paid first, then rent.** If money it owed after paying fees, monies owed to office and rent, then the late fee policy is still in effect and a 3-day notice will be given for all rent owed. If landlord is to drive and collect rent, tenant agrees to pay landlord a service charge of **\$20.00** for time and service to collect rent. Tenant agrees to pay the rent by direct deposit, check, money order or cash. In the event Tenant's bank does not honor the check, Tenant agrees to replace it with a cashier's check. Tenant consents to Landlord making any and all lawful credit checks or inquiries as a

condition to entering into this Lease; and Tenant shall execute any further documents in the nature of consents and authorization in respect thereof as Landlord may require. To facilitate same, Tenant shall truthfully provide Tenant's social security number.

**3. SECURITY AND DAMAGE DEPOSIT:** Tenant is depositing with Landlord the security and damage (And Pet, as applicable) deposit(s) in the amount(s) specified above (collectively, the "**Security Deposit**"). Upon the vacating of the Premises for termination of this Lease, Landlord shall within fifteen (15) days either (a) return to Tenant the Security Deposit; or (b) give Tenant notice by certified mail at Tenant's last known mailing address of Landlord's intention to impose a claim on the deposit and the reason for imposing the claim. If Tenant does not object to Landlord's claim within fifteen (15) days after receipt of the notice of claim, Landlord may retain the amount of the claim from the deposit and refund the balance to Tenant.

**4. CONDITION OF PREMISES:** Tenant has examined the Premises, including the grounds and all buildings and improvements, and agrees that they are in good order and repair and in a safe, clean and tenable condition. The Premises are rented (choose one) \_\_\_ furnished \_\_\_X\_\_\_ unfurnished. However, the following items are included: any built-ins, treatments or appliances as may actually exist in the Premises,

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**5. USE OF PREMISES:** Tenant agrees to use the Premises exclusively as a private single-family residence and shall conduct himself in a manner that does not **unreasonably disturb the neighborhood or adjacent unit dwellers** or cause any breach of the peace, or violate any of Landlord's rules or regulations or the rules or regulations of any applicable homeowners' or condominium association(s). If tenant is deemed a nuisance to the adjoining neighbors or adjacent unit dwellers, the landlord has a right to terminate this lease. **If tenant uses these premises unlawfully or has caused the law enforcement or any type of code enforcement officer to come to these premises, landlord has the option to terminate this lease.**

- a) **Tenant is provided with parking spaces. Tenant is to park on the concrete parking space. Tenant is not to park on the grass or next to the building.** Tenant will be given notice to cure. Continued non-compliance with the parking arrangement will cause a \$25 charge and possible termination of this contract and you shall vacate the premises upon such termination.
- b) Each tenant has a porch. The porch is the responsibility of the tenant and should be kept in a neat and clean manor. **All tenants' furniture and belongings is to be kept in tenant's residence or on tenant's porch.** If tenant uses furniture or belongings on the common ground, then it is the tenant's responsibility to put up tenants furniture and belongings when not being used.
- c) **Trash is to be kept in a container with a lid.** There will be no loose garbage kept outside of tenant's residence. Household garbage only will be picked up. Any large garbage is the responsibility of the tenant to have hauled off. The workers will haul off any large furniture for a fee.
- d) **If tenant is a smoker, it is the tenant's responsibility to clean up cigarette buds and trash.**
- e) **No one can attach satellite dishes to the building.** They must be on a pole in the yard.
- f) **No one is to use the attic.** If you need to get into the attic, you must contact the office and have one of the workers present at all time while in the attic.

**6. RENEWAL:** If landlord consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy and may be terminated by the TENANT given a written notice not less than **15 days** prior to the end of any monthly payment period. If the LANDLORD wishes to terminate the lease then the LANDLORD must give notice not less than **15 days** prior to the end of the monthly payment period. All of the other conditions of the lease remain in effect. Failure to give a full 15 day notice by tenant prior to the end of the lease will result in additional liability of TENANT for the full month rental period in addition to security deposit forfeiture. If TENANT fails to vacate after the termination of tenancy, or any successive consensual periods after termination, TENANT shall additionally be held liable for (double) rent.

**7. RULES; DANGEROUS USES OR MATERIALS:** Tenant shall abide by Landlord's rules and regulations as promulgated from time to time. Tenant agrees to not keep on the Premises any dangerous or flammable items that might unreasonably increase the danger of fire or damage to the Premises. Tenant agrees that a violation of this rule will permit Landlord to immediately terminate this Lease and the Security Deposit will be applied in full to partially reimburse Landlord's resultant damages, including re-marketing costs and lost income.

8. **MAINTENANCE AND REPAIR / LOCKS AND KEYS**: Tenant agrees to maintain the Premises in a clean and sanitary manner and in good condition and repair. Tenant's obligation shall include, but not be limited to, (i) regularly changing or cleaning air-conditioning filters, (ii) maintaining furniture and furnishings, the appliances and fixtures, **compliance with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes**, (iii) **removing all garbage and depositing same in the appropriate canisters intended therefor**, (iv) keeping all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; (v) using and operating in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators (if and as applicable); and (vi) maintenance of the outside area, including mowing of the grass(exclude Whispering Sands). Tenant agrees that any maintenance and repair caused by the misuse, neglect, or waste of Tenant, Tenant's family, employees, or visitors, regardless of cost, shall be Tenant's responsibility. In addition, Tenant agrees to be solely responsible for any maintenance or repair costing less than **\$100.00**, regardless of fault or misuse. Any item of maintenance or repair exceeding this amount that is not caused by the misuse, neglect or waste of Tenant, Tenant's family, employees, or visitors shall be performed by Landlord. Tenant shall not add to or change any locks to the Premises without first obtaining Landlord's written consent, provided upon such consent Landlord reserves the right to require its designated locksmith install a designated type of lock at Tenant's reasonable expense; and in any case Landlord shall at all times maintain a duplicate or pass key (unless Landlord in its sole discretion elects otherwise). **Tenant acknowledges receipt of one (1) set of keys to the Premises and agrees to return the same at the end of the Lease, together with any duplicates made.** Tenant authorizes Landlord to replace any lost keys that are not returned at the end or sooner termination of this Lease and Landlord may use the Security Deposit to cover the cost thereof. **LANDLORD IS NOT RESPONSIBLE FOR TENANT LOCKOUTS. If landlord is able to assist in after hour lockout caused by tenant, tenant agrees to pay landlord \$20.00 for service. If landlord cannot accommodate with lockout, it is the tenants responsibility to call locksmith at tenant's expense.**

9. **ALTERATIONS AND IMPROVEMENTS**: Tenant agrees to not make any alterations or improvements to the Premises without Landlord's prior written consent, which consent Landlord is not obligated to give and which consent may be unreasonably withheld.

10. **ANIMALS**: Tenant agrees to not keep any animals on the Premises without Landlord's prior written consent, which consent Landlord is not obligated to give and which consent may be unreasonably withheld. In the event Landlord consents to Tenant having an animal on the Premises, Tenant agrees to have the Premises professionally cleaned and treated for infestation at the end of this Lease at his own expense; failing which Landlord may apply the Security Deposit toward such expense. **Tenant is also required to keep insurance on the pet.**

11. **INSPECTION OF PREMISES**: Tenant understands Landlord has a right to enter and inspect the Premises from time to time during reasonable daytime hours, and to enter the Premises to make necessary repairs, alterations, and improvements and Tenant agrees to not unreasonably withhold his consent for Landlord's entry and inspection. Tenant agrees Landlord may enter the Premises at any time either in case of an emergency to protect or preserve the Premises or if Tenant unreasonably withholds his consent for Landlord to enter and inspect the Premises. Landlord is governed by Florida Statutes 83.53-Landlord's access to dwelling unit.

12. **ASSIGNMENT AND SUBLETTING**: Tenant agrees to not assign this Lease and to not sublet the Premises without Landlord's prior written consent, which consent the Landlord is not obligated to give and which consent, may be unreasonably withheld. **Guests (all occupants not on this lease) will not be allowed to stay over more than 10 days within one calendar month without landlords consent.** Guest/potential tenant must go through the approval process. Owner may, but is not obligated to, give written consent to allow the new tenants to continue occupying the property with additional security deposit of \$300.00. A newborn or adopted child shall not be deemed an additional tenant.

13. **DAMAGE TO PREMISES BY FIRE OR OTHER CASUALTY**: Landlord agrees that in the event the Premises are damaged by fire or other casualty, not caused by negligence on the part of Tenant, Tenant's family, employees, or visitors, Landlord will promptly repair the damages and rent shall not be paid until the Premises are tenantable. If the damages exceed \$1,000.00, Landlord or Tenant may cancel the Lease.

14. **UTILITIES**: **Tenant agrees to arrange for and pay for all utilities and services, including without limitation, electricity, telephone, gas, water, cable, and pest extermination (monthly); and including the hook-up, connection and deposit costs or charges relating thereto.**

15. **DISPLAY OF SIGNS AND EXHIBITION:** Tenant agrees to not unreasonably withhold his consent for Landlord to exhibit the Premises to prospective or actual purchasers or tenants during the term of this Lease. With reasonable telephone notice, Tenant shall make the Premises available to Landlord or Landlord's agent for the purpose of showing the Premises to prospective purchasers and Tenant. Tenant shall cause the Premises to have a neat and clean appearance at such times that the Premises are to be so shown.

16. **SURRENDER OF PREMISES:** At the end of the tenant's tenancy, Tenant agrees to surrender the premises to Landlord in as good condition as they were at the beginning of this Lease, reasonable use and wear accepted.

17. **DEFAULT AND TERMINATION:** If Tenant fails to comply with the provisions of this Lease, except Tenant's non-payment of rent, this Lease may be terminated by the Landlord if the non-compliance is not corrected within seven (7) days after delivery of a written notice to the Tenant specifying the non-compliance and indicating the intention of terminating this Lease if the correction is not made. Tenant agrees that if he does not pay the rent when due and if he does not pay the rent within three (3) days (excluding Saturdays, Sundays and Holidays) after receipt of Landlord's written demand for payment or possession of the Premises, Landlord may terminate this Lease. Tenant agrees that such termination shall not discharge any obligation to pay for rent and damages accrued or accruing under this Lease. Tenant's failure to timely vacate and surrender the Premises upon any termination or expiration of the Term of the Lease shall permit Landlord to pursue all remedies permitted herein and at law and equity, including without limitation an action to evict and regain possession of the Premises under Chapter 83, Florida Statutes.

18. **LATE FEES, BAD CHECKS:** Tenant agrees to pay a late fee of **\$50.00** if rent is not received before the grace period of (5) days have passed. After which, tenant will be charged **\$15 for every 7 days** the rent is late. If a 3 day notice has been served, and rent has not been cured before the 3 day notice has passed, the landlord has the option of either (1) terminating this lease or (2) accepting the rent and all late fees associated with late payment. This decision will be the landlord's sole decision. A bad check fee in the amount of **\$50.00** will be assessed if Tenant makes any payment of rents hereunder with a bad check (that is, a check returned for insufficient funds or otherwise not collected in due course upon deposit for any reason whatsoever other than a banking error on the part of Landlord's bank). In case of any such bad check payment, even where cured by Tenant, Landlord expressly reserves the right in Landlord's sole discretion to require Tenant to pay all future rents and charges under this Lease in cash or by money order; in which event Tenant hereby expressly agrees and covenants that Tenant shall do so.

19. **ABANDONMENT:** If at any time during this Lease Tenant abandons the Premises and the rent is not current, Tenant agrees Landlord may retake possession of the Premises. Tenant agrees Landlord may also take possession of any personal property left in the abandoned premises and may sell or dispose of the personal property at private or public sale or in any manner Landlord deems proper, subject to applicable law. The proceeds from the sale or disposal shall be applied to any amounts Tenant owes under this Lease, subject to applicable law. In case of a reletting of the Premises by Landlord after default and/or abandonment by Tenant, Tenant agrees to be liable for the difference between any rent collected under the reletting of the Premises and the amount that would have had to be paid as rent; provided, under no circumstances shall Landlord be liable to Tenant for any excess collected. Notwithstanding the foregoing, however, under no circumstances shall Landlord be obligated to relet the Premises, to attempt to relet the Premises or to otherwise attempt to mitigate any damages which Landlord may suffer as a consequence of the Tenant's default. Subject to applicable law, Tenant agrees that the Security Deposit shall be released to Landlord and shall be applied to any amounts owed under this Lease.

20. **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. Tenant agrees landlord can dispose of any property left on premises in any way the landlord deems fit. Any proceeds will be used by landlord.

21. **ATTORNEYS' FEES AND COSTS:** Tenant understands that in connection with any litigation arising out of this Agreement, including appeals, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

22. **QUIET ENJOYMENT:** Landlord covenants and agrees with Tenant that upon Tenant's paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of

this Lease, and all zoning restrictions, conditions, limitations, easements and encumbrances now or hereafter affecting the Premises.

23. **HOLDING OVER:** If Tenant shall be in possession of the Premises after the tenants tenancy or sooner termination of this Lease, in the absence of any written agreement extending the term hereof, the tenancy under this Lease shall become, at Lessor's option, a tenancy at sufferance, and Lessor shall be entitled to double rent.

23. **No-Waiver:** The failure of the landlord to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such landlords rights or deprive landlord of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

24. **NON-RECOURSE:** Tenant specifically agrees to look solely to the Landlord's interest in the Premises for the recovery of any judgment, claim, liability or damages against the Landlord or against any of its affiliates, partners, trustees, officers, shareholders, directors, agents, or attorneys (hereafter the "**Landlord and Others**"). None of the Landlord and Others shall ever be personally liable for any such judgment, claim, liability or damages.

25. **INDEMNIFICATION AND HOLD HARMLESS:** Tenant hereby agrees to pay all costs of Landlord's defense, and to indemnify and hold "**Landlord and Others**" harmless from and against any and all claims, demands, suits, actions and judgments of any kind or nature and from damages whether compensatory, punitive or otherwise, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, or from the Premises or occasioned through the use and occupancy of the Premises, or by any act, omission or negligence of Tenant or Tenant's agents, family, contractors or invitees, in, upon, at or from the Premises, or any part thereof, or in the common areas thereof. **TENANT ACKNOWLEDGES AND AGREES THAT THE LANDLORD IS NOT RESPONSIBLE OR LIABLE FOR LOSS OR THEFT OF, OR DAMAGE TO, ANY PERSONAL PROPERTY OR EFFECTS, INCLUDING WITHOUT LIMITATION, MONEY, COINS, JEWELRY, CLOTHING, ROOM DECORATIONS, ELECTRONIC DEVICES, ART, MEMENTOS, COLLECTIBLES, AND FURNITURE ("LOSSES"). TENANT ACKNOWLEDGES AND AGREES THAT THE LANDLORD IS NOT AN INSURER AGAINST SUCH LOSSES. TENANT EXPRESSLY RELEASES THE LANDLORD FROM ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR RELATED TO SUCH LOSSES. TENANT IS ENCOURAGED TO SECURE RENTER'S INSURANCE TO PROTECT AGAINST THESE LOSSES.**

26. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant; all such liens or encumbrances being hereby expressly prohibited. 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.

27. **NOTICE:** Any notice under this Lease by tenant must be in writing and sent by certified mail, return receipt requested to the last address of the party to whom the notice is to be given, as designated by such party in writing. Initially, Landlord's and Tenant's notice addresses, respectively, shall be as set out at the commencement of this Lease. Landlord shall always be entitled to deliver effective notice hereunder to the Premises (including through posting or hand-delivery to the Premises).

28. **MISCELLANEOUS:** Time is of the essence of 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. The parties acknowledge that there are no other promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between and among them, except as set forth, referenced, or incorporated herein. This Lease shall not be modified except only as set forth in a writing duly signed by all the parties hereto. In the event any provision of this Lease is prohibited, unenforceable or invalid under the laws of any jurisdiction, including those of the State of Florida, such prohibition, unenforceable or invalid provision shall not in any fashion affect the enforceability or validity of the remaining provisions hereof. No delay or omission by any party to exercise any right, power or remedy available under this Lease shall be deemed to impair any such right, power or remedy or to constitute a waiver of or acquiescence in any breach or default of any other party hereto. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida. This Lease shall be governed by the laws of the State of Florida. Jurisdiction and venue for any

litigation arising out of or in connection herewith shall lie and be exclusively in the County Court or the Circuit Court of Marion County, Florida. Landlord and Tenant will use good faith in performing their obligations under the Lease. This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. **NO AGREEMENT TO ACCEPT SURRENDER OF THE PREMISES FROM TENANT WILL EVER BE VALID UNLESS IN WRITING AND SIGNED BY LANDLORD, EXPRESSLY INDICATING LANDLORD ACCEPTS SUCH SURRENDER. THIS LEASE SHALL NOT BE RECORDED IN THE PUBLIC RECORDS AND ANY ATTEMPT TO DO SO SHALL BE VOID AB INITIO.**

29. **RADON:** Section 404.056 (6), Fla. Stat., requires the inclusion of the following "Notification on Real Estate Documents" at the time of, or prior to, contract for sale and purchase of any building or execution of a rental agreement for any building: "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. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR NON-COMPULSORY COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE PREMISES, THE USE OR OCCUPANCY OF THE PREMISES AND/OR THE RELATIONSHIP OF THE PARTIES CREATED HEREBY.**

31. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Tenants and Landlord. This agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law. The following parties (executing below) have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. If at any time tenant has misled, misrepresented or given any fraudulent information in obtaining this lease, this lease shall be terminated at lessor's option.

COMMUNITY PROPERTIES OF MARION COUNTY LLC

\_\_\_\_\_  
\_\_\_\_\_  
Landlord/Manager

\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Landlord/Manager's Street Address, City, State & ZIP

\_\_\_\_\_  
\_\_\_\_\_  
Tenant

\_\_\_\_\_  
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Date

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