

## SECURITY DEPOSIT ADDENDUM TO LEASE

THIS SECURITY DEPOSIT ADDENDUM to the Lease Agreement made and entered \_\_\_\_\_.

1. The Parties acknowledge that LESSEE has delivered \_\_\_\_\_ to LESSOR as payment toward the Security Deposit for the following Leased Premises:

\_\_\_\_\_

2. LESSOR hereby declares and gives notice that all monies received as security deposit are held in a separate interest-bearing account for the benefit of the LESSEE, in which case the LESSEE shall receive interest at the annualized average interest rate payable on such account.

Subject to and upon vacating the apartment and complying with all the applicable terms and conditions set forth in the Lease Agreement, and subject to paragraph 4 below, the Security Deposit plus accrued interest will be returned.

3. All Security Deposits held by LESSOR are deposited in a banking account at **Wells Fargo**, located in Ocala, FL.

4. The return of the Security deposit is conditional upon LESSEE **complying with all** of the terms and conditions of the Lease Agreement and the following:

- A. The Lease Agreement has been fully complied with up through the Term thereof.
- B. No Damage to the Leased Premises and the Leased Premises is in substantially the same condition as in the commencement of the lease Agreement subject only to normal wear and tear.
- C. Entire Leased Premises, including the range, refrigerator, bathroom, closets and cabinets are clean. All debris and trash removed and placed in proper containers. The carpet vacuumed and all surfaced floors cleaned.
- D. No unpaid late charges, NSF charges or contraband pet charges or delinquent monthly rental payments due and payable.
- E. Forwarding address for LESSEE are provided to LESSOR and keys to the Leased Premises are returned to LESSOR in accordance with the Lease Agreement.
- F. The LESSEE has occupied the Leased Premises for the term of the Lease Agreement and has vacated same.
- G. Written notice of LESSEE's intent to vacate the Leased Premises and not renew the lease Agreement is sent to LESSOR in accordance with the notice provisions of the lease, or if no such notice provision is in the Lease, by certified mail return receipt, within the time period set forth in the lease or if no such time period is stated in the Lease, than at least thirty (30) days prior to vacating the Leased Premises.

5. If any of the above conditions, including all of the terms and conditions of the Lease Agreement are not fully complied with, a claim will be imposed upon the Security Deposit.

6. If the LESSEE vacates the Leased Premises before the end of the Lease Agreement, the entire Security Deposit will be withheld.

7. Upon the vacating of the Leased Premises for termination of the Lease, the LESSOR shall have 15 days to return the security deposit together with interest if otherwise required or the LESSOR shall have 30 days to give the tenant written notice to the LESSEE's last known mailing address of the intention to impose a claim on the security deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_, upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by FS. 83.49(3), Florida Statutes. You are hereby notified that you must object in written to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to the address for LESSOR.

8. If the LESSOR fails to give the required notice within the 30 day period, he or she forfeits the right to impose a claim upon the Security Deposit.

9. Unless the LESSEE objects to the impositions of the LESSOR's claim or the amount thereof within 15 days after receipt of the LESSOR's notice of intention to impose a claim, the LESSOR may then deduct the amount of his or her claim and shall remit the balance of the deposit to the LESSEE within 30 days after the date of the notice of intention to impose a claim for damages.

10. If either Party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the Security Deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his or her attorney.

11. Upon expiration of the Lease Agreement, the parties shall inspect the Leased Premises and compile a listing of any damage or unreasonable wear and tear to the leased premises and the estimated cost of repair. LESSEE shall have the right to inspect and ascertain the accuracy of the listing. Both Parties shall sign the listing as conclusive evidence of its accuracy or LESSEE shall make his dissent thereto known to LESSOR in writing by sending notice of same to LESSOR by certified mail, return receipt required. If LESSEE, fails to send the required notice of dissent concerning LESSOR's listing of damages or unreasonable wear and tear, then LESSOR's listing shall be conclusive and correct and not subject to challenge by LESSEE, or any one acting through LESSEE or on behalf of LESSEE, including any family member, guest or invitee of LESSEE.

12. All Security Deposits refunded will be sent to the LESSEE's forwarding address, if one is provide, and will be made payable only to the individual whose name first appears in the Lease Agreement.

\_\_\_\_\_  
LESSOR (Sign)

\_\_\_\_\_  
LESSOR (Print)

\_\_\_\_\_  
LESSEE (Sign)

\_\_\_\_\_  
LESSEE (Print)