

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. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

THIS LEASE AGREEMENT is made and entered into by and between the following described Landlord and Tenant as of the ____ day of _____, 2005.

1. GENERAL TERMS, SPECIFICATIONS AND DEFINITIONS:

LANDLORD Name _____
or AGENT: Notice Address _____

TENANT: Name _____
Employer _____
Office Telephone No. (_____) _____

PREMISES: Address _____
Home Telephone No. (_____) _____

TERM: Commencing the ____ day of _____, 20____,
(Choose one) ____ for a term of week to week.
____ and ending the ____ day of _____, 20 ____.

RENT: \$_____ per week.
[All rent hereunder due together with applicable sales tax thereon]

OCCUPANTS: _____ Adults and _____ Children
_____ Pets (Describe number, type): _____

SECURITY
DEPOSIT: \$_____

PET
DEPOSIT \$_____

ADVANCED
RENT: \$_____ for _____, 20____

2. RENT: Tenant agrees to pay the weekly rent to the Landlord (or Agent) specified above in advance every Monday at the following address:

RENT PAYMENT ADDRESS:

Tenant agrees to pay the rent with a check 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**"). The Security Deposit together with any advanced rent payment other than the first week's rent shall be held in a separate non-interest bearing account by Landlord for Tenant's benefit or in Landlord's agent's non-interest bearing trust account. Tenant acknowledges receipt in person immediately after full execution and delivery of this Lease, of a separate notification from Landlord, copy attached (the "**Security Deposit Notification**"), given pursuant to Section 83.49, Florida Statutes, the content of which is deemed included in this paragraph. 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 together with interest if applicable; 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 unfurnished. However, the following items are included: any built-ins, treatments or appliances as may actually exist in the Premises, _____

_____.

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).

6. **RULES; DANGEROUS USES OR MATERIALS:** Tenant shall abide by Landlord's rules and regulations as promulgated from time to time. Tenant agrees not to keep or otherwise possess, carry, store or discharge any guns or other firearms of any kind whatsoever, nor will Tenant allow any of its guests or invitees to do so. Tenant agrees that a violation of this rule against guns and firearms 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. Tenant agrees to not keep on the Premises any dangerous or flammable item that might unreasonably increase the danger of fire or damage to the Premises.

7. **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; and (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). 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.

8. **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.

9. 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.

10. 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.

11. 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.

12. 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 \$5,000.00, Landlord or Tenant may cancel the Lease and the rent for the week of the casualty shall be prorated.

13. 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.

14. 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 and during the term of this Lease, Landlord may display either a "FOR RENT" or "FOR SALE" sign on the Premises. Upon 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 shall cause the Premises to have a neat and clean appearance at such times that the Premises are to be so shown.

15. SURRENDER OF PREMISES: At the end of this Lease, 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 excepted.

16. 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.

17. LATE FEES, INTEREST, BAD CHECKS: Tenant agrees to pay a late fee of the greater of \$50.00 or five (5%) of any aggregate rent or additional rent not timely paid in full, such late fee being payable in good, collected funds within seven (7) days of the date when same is due. All amounts payable by Tenant to Landlord as rent shall bear interest at the annual rate of eighteen (18%) percent from the date due (or the maximum lesser rate if otherwise mandated by law). Neither the late fee nor the interest charge shall be exclusive of any other remedies permitted hereunder or by law. A bad check fee in the amount of \$20.00 (provided such amount shall not exceed the greater of \$20.00 or 5% of the rental payment due hereunder per week) 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.

18. **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.

19. **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.

20. **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.

21. **HOLDING OVER:** If Tenant shall be in possession of the Premises after the expiration 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.

22. **INDEMNIFICATION AND HOLD HARMLESS:** Tenant hereby agrees to pay all costs of Landlord's defense, and to indemnify and hold Landlord 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.**

23. **INSURANCE:** (Choose one)

Tenant shall not be required to provide liability insurance.

Throughout the term of this Lease, Tenant shall pay all premiums for liability insurance coverage on the Premises, in such amount and with such companies as may be determined prudent and adequate by Landlord. Landlord shall be named as an insured on all said insurance and shall be provided with a certificate of said coverage. Any insurance procured by Tenant as herein required shall be issued in the name of Landlord and Tenant by a company licensed to do business in the state in which the Premises is located and shall contain endorsements that: (a) such insurance may not be cancelled or amended with respect to Landlord without thirty (30) days written notice by certified mail, return receipt requested, to Landlord by the insurance company; (b) Tenant shall be solely responsible for payment of premiums and Landlord shall not be required to pay any premiums for such insurance; and (c) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for its loss. The original policy

of all such insurance shall be delivered to Landlord prior to the commencement of the term of the Lease.

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. **SALES TAX:** Tenant hereby agrees to pay to Landlord, together with the weekly payment of rent, any tax in the form of sales, rent or use tax on said weekly rental payments, as the same may be required under Florida law.

26. **SUBORDINATION:** This Lease shall be subordinate and inferior to the interests and liens of any existing or future mortgagee in or upon the Premises or the larger property or tract of which it is a part and/or the underlying land thereof (the "**Subordination**"), and Tenant agrees to fully recognize the rights and interests of any such existing or future mortgagee who may succeed to ownership of, or an ownership interest in, the Premises or such property or improvements. The Subordination shall be automatically effective and self-operative without necessity of any further writing from Tenant; provided, nonetheless, Tenant shall from time to time, if requested to do so, execute any instruments necessary to effectuate the Subordination.

27. **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.

28. **NO BROKERS:** Tenant represents and warrants that there was no broker instrumental in consummating this Lease; no broker was the procuring cause hereof, and no conversations or prior negotiations were had by Tenant with any broker concerning this Lease or the provisions hereof (any such broker or conversations or negotiations, if they had taken place, would be referred to as "**Broker Discussions**"), other than with Landlord and Landlord's managing agent. Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all liabilities, including attorneys' fees and costs incurred through all levels of proceedings, arising from or in connection with any Broker Discussions had by Tenant.

29. **NOTICE:** Any notice under this Lease 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; provided Landlord shall always be entitled to deliver effective notice hereunder to the Premises (including through posting or hand-delivery to the Premises).

30. **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 Walton 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 A SURRENDER. THIS LEASE SHALL NOT BE RECORDED IN THE PUBLIC RECORDS AND ANY ATTEMPT TO DO SO SHALL BE VOID AB INITIO.**

31. **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."

32. **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.**

33. **LEAD-BASED PAINT:** Completed if the dwelling was built before January 1, 1978:

Lead Warning Statement

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 known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) xx Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) xx Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. [If neither (i) nor (ii) above is checked, item (ii) is deemed to have been checked].

Tenant's Acknowledgment (initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

N/A – NO AGENT INVOLVED (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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.

IN WITNESS WHEREOF, the parties have executed this Residential Lease Agreement on the day and year first above written.

Witnesses:

"Landlord"

Witness

Witness

"Tenant"

Witness

Witness

“83.49 Deposit money or advance rent; duty of landlord and tenant. ...

(3)(a) Upon the vacating of the premises for termination of the lease, the landlord shall have 15 days to return the Security Deposit together with interest if otherwise required, or in which to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the 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 s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing 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 (landlord's address) .

If the landlord fails to give the required notice within the 15-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) 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 or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).”