

STATE OF FLORIDA
COUNTY OF LEE

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 200_, by and between

owner of the premises described below, hereinafter referred to as "Landlord" and

hereinafter referred to as "Tenant".

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. **DEMISE AND TERM.** Landlord does lease and demise to Tenant and Tenant does rent and accept from Landlord the premises known as _____
Herons Glen, N. Ft. Myers, Fl. 33917

hereinafter referred to as "premises" for the term of _____ month commencing on the _____ day of _____, 200_.

2. **RENT.** Tenant agrees to pay the Landlord a seasonal rental as follows:

\$ _____ Per Mo.

\$ _____ Security deposit and reservation deposit.

\$ _____ Non-refundable pet deposit

\$ _____ Other (11% Tax)

\$ 35.00 credit & background searches- if these are not favorable in Landlord's sole discretion, this Lease may be terminated within 14 days of its execution, by written notice to Tenant accompanied by the return of all monies paid by Tenant less the cost of the searches.

\$ _____ Total due prior to occupancy

Landlord in its discretion may require rent payments to be made in cash, money order, cashier's check or certified check. All rent payments are to be made payable to Landlord and sent to Landlord's address shown above, unless Landlord or Mike Land advises to the contrary.. A service charge of \$20.00 will be automatically made for each instance in which a check is for any reason returned unpaid by Tenant's bank.

PAYMENT SCHEDULE

The payments hereunder shall be made by Tenant as follows, which dates and amounts are "of the essence":

\$ _____ to Landlord, and \$35.00 for credit and background searches payable to, and mailed to Mike Land, L.L.C., 20750 Tisbury Lane, Herons Glen, N. Ft. Myers, Fl. 33917. The remainder of all monies due hereunder shall be payable in full no later than _____, 200_, and if not paid within 7 days after reminder notice to Tenant, by any method, Tenant shall forfeit all rights hereunder including all amounts previously paid, and Landlord may rent this unit for this time period, to anyone else.

3. **CONDITION OF PREMISES.** Tenant has inspected the unit via internet photos and will inspect at the time possession is taken.

4. **SECURITY DEPOSIT.** Tenant has delivered to Landlord the sum of \$ _____ as security for the full and faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, within thirty 30 days after Tenant has vacated the premises and upon full performance of the provisions of the Lease. Tenant shall not use the security as rent. The security deposit is being held in the Agent's non-interest bearing Deposit/Advance Rent Account at Wachovia Bank. If Tenant does not adequately clean the premises upon vacating, Landlord may deduct from the security deposit the reasonable cost of professionally cleaning the premises, usually \$100.00

5. **PET DEPOSIT.** No pets unless written consent from owner.

6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign the Lease or sublet the premises or any part thereof, or permit the premises or any part thereof to be used or occupied by anyone other than Tenant or members of Tenant's immediate family, without the prior written consent of Landlord.

7. **UTILITIES.** Tenant agrees to pay for the following utilities: (Check the applicable spaces.)

(x) Electricity anything over \$150.00 is tenant responsibility.

() Telephone service

() Water and sewer charges

() Garbage and trash collection charges

() Extermination service

() All of the above-mentioned utilities

(x) All utilities are included in the seasonal rental except long distance telephone service, and making their own long distance calls.

8. TENANT OBLIGATIONS

(a) Tenant shall be responsible to the extent not covered by Landlord's insurance for all conditions in the premises or caused by the negligence, wrongful act or omission of Tenant, a member of his family, or other person on the premises with Tenant's consent.

(b) Tenant, at all times during the Tenancy, shall:

(i) Keep the premises clean and sanitary.

(ii) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, cooking, ventilating, air-conditioning and other facilities, appliances and equipment.

(iii) Conduct himself or herself, and require persons on the premises with Tenant's consent to conduct themselves, in a manner that does not unreasonably disrupt Tenant's neighbors or constitute a breach of peace.

(iv) Comply with all present and future laws, orders and regulations of Federal, State, county and Municipal authorities which affect the use or occupation of the premises.

(c) Tenant, at all times during the Tenancy, shall not:

(i) Destroy, deface, damage, or remove any part of the premises or property therein belonging to Landlord, or permit any person to do so.

(ii) Commit waste on the premises, or maintain or permit to be maintained a nuisance thereon.

(iii) Park or store any vehicles, boats, or trailers in areas not authorized in writing by Landlord for such use or for Tenant's use.

(iv) Make any changes, alterations or improvements in or to the premises without Landlord's prior written consent.

(v) Allow to be kept in or about or on the premises any dogs or animals of any kind without Landlord's prior written consent, and such consent if given, shall be revocable by Landlord at any time for good cause.

(vi) Allow the premises to be occupied for longer than 7 days by more than 6 people including themselves, or longer than 7 days by persons who are not members of their immediate family.

9. **HOMEOWNERS ASSOCIATION RULES AND REGULATIONS.** Tenant agrees to faithfully observe and comply with all rules and regulations governing the use and occupancy of the unit, the recreational facilities and the common areas and any rules and regulations as may be established in the future.

10. **CONDEMNATION.** In the event that the premises or any part thereof is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by condemnor. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the premises and shall not be entitled to receive any part of such award which Landlord may receive, hereby quit-claiming all interest therein to Landlord.

11. DESTRUCTION OF PREMISES.

(a) If the Premises are damaged or destroyed so that the enjoyment of the Premises is substantially impaired, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however that in the event of such substantial impairment, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of his exercise of such right at any time within thirty days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

(b) If the Premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant, Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting in any way from such damage or repair thereof. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

12. **REPAIRS.** Landlord may repair, at the expense of Tenant, all damage or injury to the premises resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within five (5) days of rendition of Landlord's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of Landlord by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the premises or any portion of the building in which the premises are located.

13. **END OF TERM.** At the end of the term, Tenant shall vacate and surrender the premises to Landlord in as good a condition as they were at the beginning of the term, ordinary wear and tear excepted, and Tenant shall remove all of Tenant's property. All property required to be removed by Tenant at the end of the term which remains in the premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

14. DEFAULT.

(a) If Tenant fails to keep any of Tenant's agreements mentioned in the Lease, other than Tenant's agreement to pay rent, or if Tenant engages in objectionable conduct, then, Landlord may serve upon Tenant the seven (7) day notice referred to in Section 83.56(2), Florida Statutes, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within said seven (7) day period, then at the end of said seven (7) days, Landlord at Landlord's option, shall either (i) terminate the Lease by serving upon Tenant a three (3) day notice of Landlord's election to do so, and upon the expiration of said three (3) days the Lease shall terminate and Landlord shall retake possession of the premises for his own account, or (ii) retake possession of premises for the account of Tenant, who shall remain liable to Landlord; and in either event Tenant shall give up the Premises to Landlord.

(b) If Tenant shall default in the payment of the rent, and such default shall continue three (3) days after the giving of the written three (3) day notice referred to in Section 83.56(3), Florida Statutes, Landlord at Landlord's option, may either (i) terminate the Lease, and retake possession of the premises for his own account, or (ii) retake possession of the premises for the account of Tenant who shall remain liable to Landlord; and in either event Tenant shall give up the premises to Landlord.

16. **FEES AND EXPENSES.** If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease, or to defend the validity of or interpret the Lease, then the Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs, collection agency costs and reasonable attorney's fees.

17. **SITUS.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

18. **VENUE.** It is agreed that any claims arising under this Lease shall be brought only in the appropriate court in Lee County, Florida.

19. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and there are no representations, covenants, or undertakings other than those expressly set forth herein.

21. **AMENDMENT.** This Agreement can be altered and amended by further written Agreement duly executed by the parties. Any failure by either party to specifically perform or to enforce performance exactly according to the letter of this agreement shall not constitute an alteration of the same by way of enlargement, reduction, waiver, estoppel or otherwise, unless confirmed in writing by the parties.

22. **OTHER PROVISIONS.** Tenant shall not permit any smoking in the house or lanai, and if same takes place before the premises are surrendered to Landlord or its agent, Tenant irrevocably authorizes Landlord to deduct from their security deposit the reasonable cost of professionally cleaning and treating the premises to restore it to its condition before the tenancy began. Tenant shall permit Landlord's Agent, Mike Land, L.L.C. to show the premises to prospective tenants, at reasonable times and upon reasonable advance notice. Mike Land, L.L.C. is entitled to a commission of 12% for any renewals or extensions between these parties, and a commission of 6% of the sales price in the event of a sale of this unit between these parties, payable by Landlord. Occupancy shall begin no earlier than noon on the first day of the Lease and end no later than 10 a.m. on the last day of the Lease.

IN WITNESS WHEREOF, the parties hereto executed this Agreement for the purpose herein expressed, the day and year first above written.

Witnesses:

Tenant
(H) ©

Tenant
(H) ©

Landlord
