

## Yearly Residential Lease

This agreement, made this \_\_\_\_\_, 200\_\_\_\_, between OWNER hereinafter referred to as the LANDLORD, and \_\_\_\_\_ it is specifically agreed by and between LANDLORD and TENANT that this lease shall be binding upon him, his heirs, personal representative, successors, estate or legally appointed representatives. TENANT as herein used includes all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by owner(s). Pronouns used herein are for the convenience and the masculine shall include the feminine and neutered and vice versa as the context may require.

TERM OF LEASE: \_\_\_\_\_, 200\_\_ to \_\_\_\_\_, 200\_\_\_. If for any reason LANDLORD cannot deliver Possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD's option without LANDLORD being liable for any expenses caused by such delay or termination.

EARLY TERMINATION OF LEASE: The parties agree that the LANDLORD can provide TENANT with sixty (60) days written notice to vacate the premises prior to the expiration of the lease in the event that LANDLORD contracts to sell the property. Early termination of lease is solely at the LANDLORD option.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained. ALL TENANTS: A reasonable number of guests (not to exceed 2 adults and 2 children) may occupy the premises without prior written consent if stay is limited to 72 hours. No other guests or invitees are allowed to stay on the property at any time other than as set forth in this paragraph.

PRORATED RENT: TENANT agrees to pay the sum of \$\_\_\_\_.00 as prorated rent for the period of \_\_\_\_\_ 200\_\_ to \_\_\_\_\_ 200\_\_\_\_\_.

ADVANCE RENT: TENANT agrees to pay the sum of \$\_\_\_\_.00 as advance rent representing payment for the last month of occupancy.

RENT: TENANT agrees to pay the monthly rent amount of \$\_\_\_\_.00 on the 1<sup>st</sup> day of each month in advance without demand to \_\_\_\_\_ (OWNERS NAME AND ADDRESS). Rent must be received by LANDLORD or its designated agent on or before the due date. A late fee of 5% of rent plus \$5.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 3<sup>rd</sup> day of each month. Cash payments are accepted. If TENANT check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greatest of 5% of the check amount of a \$20.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. As to rental payments and all obligations of TENANT, time is of the essence. The imposition of late fees and or dishonored check charges are not a substitution or waiver of available Florida law remedies. If rent is not received by the 1<sup>st</sup> day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. All signatories to this lease are jointly and severally responsible for the faithful provision of this lease, late charges, interest or any other balance of any charge whatsoever owned to LANDLORD by TENANT under the terms of this lease including without limitation LANDLORD's attorney's fees, and then the balance of the payment, if any shall be applied toward rent. All notices by TENANT to LANDLORD shall be sent to LANDLORD's address above, c/o LANDLORD's agent by Certified Mail Return Receipt Requested. If agent for LANDLORD posts a Three Day Notice, a \$25.00 posting fee will be charged to the tenant. Notwithstanding anything herein to the contrary LANDLORD shall be entitled to any and all remedies under the Florida Residential Landlord Tenant Act and the election of one remedy shall not be considered a waiver of any other remedy.

PETS: TENANT agrees that he shall not keep any animal or pet in and around the rental premises with LANDLORD's prior written approval first had and obtained and registered with LANDLORD's agent and a PET ADDENDUM in an approved for by LANDLORD's agent signed by TENANT as well as LANDLORD and LANDLORD's agent.

**SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of \$\_\_\_\_.00 as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, Physical damages to the premises, costs, and attorney's fees associated with TENANT's failure to fulfill the terms of the lease. TENANT understands and agrees that he cannot unilaterally demand that the security deposit be used by the LANDLORD for past due rent or any other charges due under the terms of this lease. TENANT also understands and agrees that the LANDLORD may impose charges on and make a claim for damages upon the security deposit pursuant to Florida Statute 83.49 (3) the provisions of which are further set forth in this lease. TENANT understands and agrees that the LANDLORD's claims for damages will include without limitation past due rent, damage to premises, attorney's fees, costs, late charges or any other charges whatsoever due under the terms of this lease or Florida law.

The security deposit ( and advance rent, if applicable) will be held in the following manner: Deposited at a non interest bearing account, Florida statutory law, 83.49 (3) provides (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 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. Your objection must be sent to \_\_\_\_\_ (LANDLORD's address). If the LANDLORD fails to give the required notice within the 15 day period, he forfeits his 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 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.

© If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with these subsections 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 an rental agreement of other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANT in one check, and may not be picked up in person from LANDLORD.

**ASSIGNMENTS:** TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest to the TENANT shall be a breach of this agreement.

**APPLICATION:** If TENANT has filled out a rental application, a copy of the rental application is attached hereto and any misrepresentation, false statement or any misleading representation made by TENANT will be material breach of this lease and TENANT shall be responsible to LANDLORD for any and all damages under this lease and the laws of the State of Florida and LANDLORD may terminate the tenancy.

**USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall, prior to signing this lease, obtain insurance for any water filled devices in a company approved by the LANDLORD with a loss payable clause payable to LANDLORD and/or LANDLORD's agent in such amounts as approved by LANDLORD.

**RISK OF LOSS:** All TENANT's personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence or any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure insurance for personal property.

**DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT's violation of any other term, condition or covenant of this lease (an if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or (4) TENANT's failure to move into the premises or TENANT's abandonment of the premises, shall constitute a default by TENANT. Upon default, in addition to any and all remedies under the Landlord and Tenant Act in the State of Florida and any and all other remedies under Florida law the LANDLORD may institute eviction proceeding in accordance with Florida law. Upon default TENANT shall immediately redeliver the keys to the premises to the LANDLORD and surrender possession. Retaking of possession by LANDLORD shall not constitute rescission of this lease nor surrender of the premises to the LANDLORD without any limitation whatsoever against TENANT including filing an action against TENANT personally for any and all damages under the terms of this lease.

In addition to and notwithstanding any other provisions in this lease if the LANDLORD, in LANDLORD's sole discretion determines that the premises have been abandoned by the TENANT then the LANDLORD may TENANT irrevocably agrees in advance that the LANDLORD may retake possession of the premises and change the locks on the premises because of such abandonment. Any and all retaking of possession of premises shall not waive any other remedies that LANDLORD may have against TENANT for breach of any term of the lease.

**ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT's violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed.

**WAIVER OF JURY TRIAL:** THE PARTIES AGREE THAT TENANT HEREBY IRREVOCABLY WAIVES THE RIGHT TO DEMAND A JURY TRIAL CONCERNING ANY LITIGATION BETWEEN THE LANDLORD AND TENANT UNDER THE TERMS OF THIS LEASE.

**UTILITIES:** LANDLORD is responsible for providing the following utilities only: trash. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout the occupancy. If the utilities, which TENANT is responsible for under the terms of this lease are still in LANDLORD's name at the time TENANT takes occupancy, TENANT irrevocably agrees that LANDLORD shall order such utilities be immediately terminated and TENANT shall solely be responsible for arranging for TENANT's own utilities.

**VEHICLES:** Vehicle(s) must be currently license, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises with LANDLORD's prior written approval. T is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT's expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guests or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises:

**MAINTENANCE/INSPECTION:** TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner.

In the event TENANT or TENANT's guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall be full responsible for and agrees to maintain and repair at TENANT's expense, the following: A/C FILTERS, EXTERMINATION, LAWN/SHRUBBERY, LOCKS/KEYS, SCREENING, SMOKE ALARM(S). In the event of a major repair to the premises must be made which will necessitate the TENANT's vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need, maintenance performed or repair in writing. TENANT agrees that they shall immediately test smoke detector and shall maintain same.

**VACATING:** At the expiration of this agreement or any extension. TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge of \$100.00. In the event all keys are not returned upon move out, there will be a minimum charge of \$65.00 In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$50.00.

**RENEWAL:** If LANDLORD consents to TENANT remaining on 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 TENANT giving written notice not less than 30 days prior to the end of any monthly payment period or LANDLORD giving written notice not less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. Failure to give above stated notice by TENANT prior to the end of the lease may or any month to month period will result in additional liability of TENANT for the following full monthly rental period forfeiture. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

**RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time. TENANT understands that LANDLORD may have the property listed for sale and understands and agrees that the property may be shown to prospective purchasers upon short notice. Failure of TENANT to make the property available for showing to prospective purchasers or TENANT shall render TENANT liable for any and all damages under Florida law including loss of sale, loss of real estate commission and TENANT agrees and understands that TENANT may also be responsible to LANDLORD's agent as well as any other real estate company attempting to sell the property on behalf of the LANDLORD by failing to make the property available to prospective purchasers or TENANT.

**CONDEMNATION and ACTS OF GOD:** If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of god, nature or accident, this lease shall cease and shall terminate as of the date of such condemnation or destruction and TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation or destruction.

**WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property or any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT's failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this agreement. TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the INTEGRATION: This lease and exhibits and attachments, if any, set for the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

MODIFICATIONS: No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing signed by the parties.

RADON GAS: State law requires the following notice to be given: "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 for your county public health unit."

ABANDONED PROPERTY; BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

ADDITIONAL STIPULATIONS:

WINDOW TREATMENTS: TENANT acknowledges all window treatments are the property of the owner and will remain at the home. Damage to the window treatments during lease agreement is responsibility of the TENANT.

This is a legally binding rental agreement and TENANT is advised to seek the advice of an attorney prior to signing this lease agreement.

\_\_\_\_\_ TENANT Date: \_\_\_\_\_

\_\_\_\_\_ TENANT

Agent for Owner \_\_\_\_\_

\_\_\_\_\_ Owner Date: \_\_\_\_\_

\_\_\_\_\_ Owner