

# RESIDENTIAL LEASE AGREEMENT

## RECITALS

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ herein called "Landlord," and \_\_\_\_\_

herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of \_\_\_\_\_, State of Florida, described as follows: \_\_\_\_\_, Commencing on the \_\_\_ day of \_\_\_\_\_ on a month-to-month basis thereafter:

### I. Rent

1. Tenant agrees to pay Landlord as base rent the sum of \$\_\_\_\_\_. The total monthly rent shall be due and payable monthly in advance on the first day of each month during the term of this agreement. Rent must be received by 5:00 P.M.

### II. Payment of Rent

1. Monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Time is of the essence and no excuses will be accepted. Rent shall be made payable to \_\_\_\_\_ and hand delivered (or sent by mail at Tenant's risk) to Landlord at : \_\_\_\_\_.

### III. Additions to Rent for Payment

1. Tenant will add an additional \$\_\_\_\_\_.00 for living guest not included in this agreement maximum two guests are allowed (short term visitor). Payment shall be considered part of the rent and is due with rent on the date provided for under Section II of this Agreement. (guest must be approve by Management )

### IV. Late Payment Fee

1. Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 5:00 P.M. on the 1st of the month, regardless of cause including dishonored checks, Tenant further agrees to pay a late charge to Landlord equal to fifty dollars (\$50) each week the rent is late. Late payments incurred by the Tenant shall be considered part of the rent due under the lease.

### V. Bad-Check Servicing Charge

1. In the event Tenant's check is dishonored and returned of any reason to Landlord, Tenant agrees to pay as additional rent the sum equal to thirty-five dollars (\$35) for each occurrence. This amount shall be in addition to all late fees and if incurred shall be considered part of the rent due under the lease.

### VI. Pets

1. No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), the lease will be in default of the lease agreement and the Tenant may be evicted.

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

**VII. Non-assignment of Lease**

1. Resident agrees not to assign this agreement, nor to Sub-let any part of the property, nor to allow any other person to live therein without first requesting permission from the Owner.

**VIII. Default**

1. Tenant hereby acknowledges that failure to timely pay rent in full as provided for under this lease agreement may constitute a default and termination of this lease agreement. A default will result in forfeiture of the security deposit as liquidated damages.

**IX. Repair policy**

1. The Tenant shall use customary diligence in care of the Premises. Under no circumstances will Landlord be responsible for any improvements or repairs costing less than \$\_\_ per occurrence. Landlord shall be responsible for repairs exceeding \$\_\_\_ per occurrence. Tenant shall be responsible for replacing air conditioning filters and maintenance the air conditioning in good working order.

**X. Occupancy**

1. Tenant to Maintain dwelling unit as follows:
  - i. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
  - ii. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
  - iii. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
  - iv. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
  - v. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
  - vi. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
  - vii. Not smoke inside the premises
  - viii. Not cause loud or excessive and unreasonable noise to emanate from the premises.
2. Resident warrants that he/she will meet above conditions in every respect and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

**XI. Security Deposit**

1. The Tenant has deposited with, and the Landlord acknowledges receipt of \$ \_\_\_\_\_ as a Security Deposit. This Security Deposit is to guarantee the Tenant's performance of the term's and conditions set forth under this Lease.

**STATUTORY DISCLOSURE:** YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

**XII. Tenant Cooperation**

1. Tenant agrees to cooperate with Owner/agent in showing property to prospective tenant, prior to termination of occupancy.

**XIII. Abandonment**

1. If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

**XIV. Lock Policy**

1. No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

**XV. Vehicle Policy**

1. The Tenant shall be permitted to park a total of one vehicles in within the property.
2. No more than the quantity of vehicles listed above shall be permitted within the property at any one time. Vehicle shall mean that authorized by the Florida Department of Motor Vehicles to operate on the public roads of the State. No vehicle shall be permitted on the property where it conflicts with any law, ordinance, or other regulation of the City, County, or State. Repairs and maintenance work of any kind on the vehicle on the premises is strictly prohibited.

**XVI. Access to Premises**

1. The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 12 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

Accepted this \_\_\_ day of \_\_\_\_\_.

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

\_\_\_\_\_, Landlord  
Print Name:

\_\_\_\_\_, Tenant  
Print Name:

\_\_\_\_\_, Tenant  
Print Name:

\_\_\_\_\_, Witness  
Print Name:

\_\_\_\_\_, Witness  
Print Name:

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_