

# RESIDENTIAL LEASE FOR SINGLE FAMILY HOME OR DUPLEX

This agreement, made this \_\_\_\_\_ between \_\_\_\_\_ hereinafter referred to as the OWNER, and \_\_\_\_\_, hereinafter referred to as the Tenant, concerning the lease of the following described Premises: \_\_\_\_\_ is agreed to by and shall bind the Tenant, its heirs, estate, or legally appointed representatives. Tenant as herein used shall include all persons to whom this property is leased. OWNER as herein used shall include the record owner(s) of the Premises, its heirs, agents if any, assigns or representatives.

**OCCUPANTS:** Only the following individuals shall occupy the Premises unless written consent of the OWNER is obtained:

Guests remaining for a period of more than **15 days** must have prior written consent from OWNER.

## FUNDS DUE BEFORE MOVE-IN

**SECURITY DEPOSIT:** \_\_\_\_\_ **Due:** \_\_\_\_\_  
**PRORATED RENT:** \_\_\_\_\_ **for the period:** \_\_\_\_\_ **to** \_\_\_\_\_  
**FIRST MONTH'S RENT:** \_\_\_\_\_ **Due:** \_\_\_\_\_  
**ADVANCE RENT:** \_\_\_\_\_ **as advance rent for the last month of the lease or any renewals.**  
**NON REFUNDABLE PET FEE:** \_\_\_\_\_ **Due:** \_\_\_\_\_  
**PET DEPOSIT:** \_\_\_\_\_ **Due:** \_\_\_\_\_

**1. TERM OF LEASE:** \_\_\_\_\_ **to** \_\_\_\_\_ **At 12:00 P.M.** If there is a delay in delivery of possession by OWNER, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, Tenant may void this agreement and have full refund of any deposit(s). OWNER shall not be liable for damages for delay in possession.

**2. RENT:** Tenant agrees to pay the monthly rent amount of \_\_\_\_\_ on the **1st day of each month** in advance without demand to:

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone number:** \_\_\_\_\_  
**Emergency number:** \_\_\_\_\_

Rent must be received by OWNER on or before the due date to be considered paid. **A late fee of \$20.00 A DAY shall be due as additional rent if Tenant fails to make rent payments on or before the close of business on the 5TH day of the month.** If payment is tendered after the close of business on the 5TH day of the month, no personal checks will be accepted and payment must be in the form of money order or cashiers check. OWNER has the right to refuse any payments which do not include late charges or any other charges owed. If Tenant's check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to a **\$30.00** Non-Sufficient Fund and charge as additional rent. Third party checks and/or cash are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. **If rent is not received by the 5TH day of each month,** OWNER 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 performance of this lease. **All payments made shall first be applied by OWNER to any outstanding balances of any kind including late charges and/or any other charges due under this lease and demand will be made for unpaid rent balance.** All notices by Tenant to OWNER shall be sent to OWNER's address above by certified mail. Mailing the rent does not constitute payment. It must be received at the above address to be considered paid. Tenant(s) agrees that failure to pay late fees shall constitute a default under this lease and may subject Tenant(s) to immediate legal action or at the sole option of OWNER or its agent, such late fees or any other accumulated charges may be deducted from the security deposit or any advance rents held by owner upon move out.

**3. SECURITY DEPOSIT:** The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non-interest bearing Florida bank with Owner's Bank, Florida. Tenant agrees to all terms of the attached SECURITY DEPOSIT/ADVANCE RENT AGREEMENT.

**4. VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event garage door opener(s) are supplied, TENANT agrees that there will be a mandatory minimum charge of \$100.00 if the opener(s) are not returned upon move out. TENANT agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge to be deducted from the security deposit of market rate. In the event all keys are not returned upon move out, there will be a minimum charge to be deducted from the security deposit of \$25.00. 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 market rate. The collection of these charges in no way restricts OWNER from making claim against any deposits for damages in excess of these amounts. Refund of any portion of these non-refundable charges is at the discretion of the OWNER.

OWNER (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is page 1 of 5

**5. RENEWAL:** Lease renewals may be negotiated prior to lease termination date. Either party may terminate this agreement at the end of the term by giving the other party thirty (30) days written notice prior to the end of the term, but if no written notice is given by either party, then the agreement will be extended on a month-to-month basis with all terms remaining the same until terminated by either party upon fifteen (15) days written notice. Failure of the Tenant to give written notice of intent to terminate by the first day of the last monthly rent period will obligate the tenant to a full month rent for the following full monthly period in addition to security deposit 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.

**6. SUB-LET/ASSIGNMENT/HOLDOVER:** Tenant may not sub-let or assign this lease without the express written consent of OWNER. Tenant shall deliver possession of Premises in good order and repair to OWNER upon termination or expiration of this agreement. Double rent may be charged for any hold over period past termination date and eviction may be instituted.

**7. CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of OWNER, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at OWNER'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against OWNER for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricanes or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

**8. RIGHT OF ACCESS:** OWNER if any shall have right of access to enter the Premises during reasonable hours upon giving notice to Tenant by phone or posting on the Premises to inspect the Premises; make necessary or agreed repairs, decorations, alteration, or improvements; supply agreed upon services; or exhibit the Premises to prospective or actual purchasers, mortgagees, prospective tenants, workmen, or contractors. In case of emergency, OWNER if any at their discretion may enter at any time, without notice to Tenant, to protect life and prevent damage to Premises. OWNER may enter the Premises to place a "FOR RENT" or "FOR SALE" sign or show Premises at any time, OWNER if any will attempt to notify Tenant, but have no obligation to do so.

**9. VEHICLES:** Vehicle(s) must be currently licensed, owned by Tenant, registered, operational and properly parked. Tenant agrees to abide by all parking rules established now or in the future by OWNER 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 without OWNER's prior written approval. Tenant is not to repair or disassemble vehicles on the Premises. Vehicles not meeting the above requirements and additional rules of OWNER are unauthorized vehicles subject to being towed at Tenant expense. Parking on the grass is prohibited. Tenant agrees to indemnify OWNER for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of Tenant.

Tenant agrees that only the following vehicles will be parked on the Premises:

| VEH#1 | TAG# | VEH#2 | TAG# |
|-------|------|-------|------|
|-------|------|-------|------|

**10. USE:** The Premises shall be used for residential purposes only, not for business including but not limited to any type of day care or child sitting service. The Premises shall be used so as to comply with all state, county, and municipal laws and ordinances, and all rules and regulations of any homeowners/ condominium association. Tenant shall not use or permit Premises to be used for any disorderly or unlawful purpose. In the event there are any chemicals, cleaning supplies, paint, or harmful or hazardous substances on the premises, Tenant(s) agree that they will promptly and safely dispose of same or use such items, if safe, at their own risk, holding the property owner harmless for any injuries, losses, expenses, or damages sustained.

**11. PROPERTY LOSS:** OWNER shall not be liable for damage to Tenant's property arising from any reason or cause whatsoever including but not limited to criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. Tenant is strongly urged to obtain tenant insurance to protect household goods and personal effects as well as liability insurance and must carry insurance for any flotation bed used on the Premises. Proof of such insurance to be supplied or owner when requested.

**12. PETS:** Tenant shall not keep any animal or pet in or around the rental Premises or allow any pet to enter the Premises without OWNER's prior written approval and a PET ADDENDUM signed by all parties. A minimum amount of \$300 will be kept from the security deposit if the Tenant has pets on the Premises without the OWNER's written permission and Tenant will be in breach of this agreement.

**13. INDEMNIFICATION:** Tenant releases OWNER and its agent if any from liability for and agrees to indemnify OWNER and its agent if any against all losses incurred by Tenant as a result of

(a) Tenant's failure to fulfill any condition of this agreement;

(b) any damage or injury happening in or about the Premises to Tenant's invitees or licensees or such person's property;

(c) Tenant's failure to comply with any requirements imposed by any governmental authority; and

(d) any judgment, lien or other encumbrance filed against Premises as a result of Tenant's or OWNER's action or inaction including but not limited to a default in mortgage payments by OWNER.

OWNER (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is page 2 of 5

**DISPUTES AND LITIGATION:** In the event of a dispute concerning this tenancy or anything arising out of or created by this agreement; Tenant agrees to hold agent, its heirs, successors, employees and assigns harmless and shall look solely to the record owner of the Premises in the event of a legal dispute. OWNER and Tenant waives a jury trial in the event of litigation over a dispute arising from this agreement.

**14. FAILURE TO ACT/REMEDIES CUMULATIVE:** Failure of OWNER to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of any violation. All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Tenant, Tenant shall pay to OWNER all expenses incurred in connection therewith, including but not limited to attorney's fees and costs.

**15. NOTICE:** Any notice required by this agreement shall be in writing and delivered in accordance with requirements under Chapter 83 of Florida Statutes unless special provisions are otherwise stipulated in another paragraph of this agreement. Tenant agrees to pay a \$25.00 service fee for any legal notices necessary because of noncompliance with rent payment schedule and other terms of the lease as additional rent.

**16. APPLIANCES INCLUDED:** OWNER shall furnish the following items as part of the rented Premises and will be responsible for repair or replacement if they fail to work for reasons not the result of Tenant abuse or neglect (**UNLESS IF REPAIR/MAINTENANCE IS THE TENANT'S RESPONSIBILITY AS PER PARAGRAPH 17**)

**Personal Property, including appliances:**

Refrigerator     Microwave     Garbage Disposal     Garage Door Opener     Pool Pump  
 Stove/Oven     Range Hood     Washer     Window Blinds/Shades     Water Treatment Equipment  
 Dishwasher     Garbage Compactor     Dryer     Ceiling Fans     Other: Light Fixtures

**17. KEYS AND LOCKS:** OWNER shall furnish Tenant \_\_\_\_\_ # of sets of keys to the dwelling \_\_\_\_\_ # of mail box keys  
\_\_\_\_\_ # of garage door openers

If there is a homeowner's association, Tenant will be provided with the following to access the association's common areas/facilities:

\_\_\_\_\_ # of keys to \_\_\_\_\_  
\_\_\_\_\_ # of remotes controls to \_\_\_\_\_  
\_\_\_\_\_ # electronic cards to \_\_\_\_\_

**18. REPAIRS:** Tenant acknowledges that Tenant has inspected the Premises and accepts the condition AS IS 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 electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean sanitary manner. OWNER will make necessary repairs to Premises with reasonable promptness after receipt of written notice from Tenant to OWNER for major deficiencies which create unsafe or untenable conditions. Major repairs shall include plumbing leaks, heating/cooling systems failure, provided and built in appliance failure or major structural defects. Tenant shall make or cause to be made at Tenant's expense all other minor repairs such as locks and keys, screen damage, broken windows, smoke alarm batteries, loose screws, bulb/fuse replacement and any garbage disposal (if provided) condition caused from misuse of the disposal. **Tenant shall be fully responsible for, and agrees to maintain and repair at Tenant's expense, the following:**

(a) **SMOKE ALARM(S)**, if any damage, beyond normal wear and tear, is caused by Tenant or guests, Tenant to pay vendor at time of repair or pay OWNER the cost of repair with the next rental payment as additional rent. Tenant must use vendors approved by OWNER. Tenant may not remodel or structurally change the Premises nor remove or add any fixture without written permission from OWNER. All service requests must be made through the property manager if any. Any services ordered directly by the Tenant without written authorization of OWNER will be at the Tenants expense.

(b) **A/C FILTERS**, The Tenant is required to change Air conditioner filter(s) every month and if damage to system results from not changing filters, Tenant will be liable for any damage to the system.

(c) **SERVICE CALLS/REPAIR BILLS**, Tenant shall be fully responsible for service charge and repairs invoices due to clogged sinks, toilets, drains and garbage disposals if determine Tenant was negligent in the use and maintenance of such.

**19. LANDSCAPING/GROUNDS/POOL MAINTENANCE:**  OWNER  TENANT shall maintain any surrounding grounds, including lawns and shrubbery and keep the same clear of rubbish or weeds and edge in the front yard, if such grounds are a part of the Premises and are exclusively for the use of the Tenant. The Tenant agrees to irrigate the grounds and/or make sure sprinkler systems are operating properly if applicable and notify OWNER of any problems. With regard to maintenance of the pool if one exists, the parties agree as follows:  OWNER

TENANT shall maintain the pool by providing regular and periodic chemical treatment as may be necessary to maintain the pool in a clean and sanitary manner and to provide regular cleaning of the pool and filter.  OWNER  TENANT shall provide and pay for a professional pool service for the maintenance of the pool during the term of this lease. Pool chemicals to be purchased by  OWNER  TENANT.  OWNER  TENANT shall be responsible for the repair/replacement of any pool pump, filter, and heater equipment if applicable.

**20. APPLICATION:** If Tenant has filled out a rental application, any misrepresentation made by the Tenant in same will be a breach of this agreement and OWNER may terminate the tenancy at OWNER's option.

**21. RULES AND REGULATIONS:**

(a) **Locks:** Tenant is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Premises without written permission of OWNER.

(b) **Storage:** No goods or materials of any kind which are combustible or would increase fire risk shall be taken or placed on the Premises. Storage shall be Tenant's risk and OWNER shall not be responsible for any loss or damage.

(c) **Walls:** No nails, wall anchor, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises.

(d) **No trampolines, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.**

(e) **Paint/Alterations:** No alterations are allowed without Owner/Management's prior written approval.

**22. UTILITIES: OWNER is responsible for providing the following utilities only:** \_\_\_\_\_

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 occupancy. Garbage and or trash removal is considered a utility under this lease. If the utilities which Tenant is responsible for are still in OWNER's name at the time Tenant takes occupancy, Tenant agrees that OWNER shall order such utilities to be terminated.

OWNER (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is page 3 of 5

**23. PEST CONTROL:** Tenant is responsible for routine pest control for insects, rodents and other pests after the initial 30 days of the lease. OWNER is responsible for termites and wood destroying organisms. If OWNER must ask Tenant to vacate the Premises for extermination purposes, OWNER will rebate rent for the days Tenant is unable to occupy the Premises. If pets are permitted, Tenant agrees to have Premises treated for ticks and fleas by a professional exterminator at Tenant's expense upon termination of this agreement.

**24. 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 (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, in addition to complete forfeiture of the security deposit, TENANT shall owe OWNER rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to OWNER as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the OWNER, OWNER may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company.

**25. MANAGEMENT:** Tenant agrees that OWNER is currently managing the property. Tenant shall look solely to the OWNER, deal directly with the OWNER in the event of any maintenance requests, problems, litigation or disputes arising out of the tenancy or any deposits.

**26. RADON GAS:** Radon Gas 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 public health unit. "Broker makes no representations about the existence of radon gas on the subject Premises."

**27. HAZARDOUS MATERIALS:** It is unknown if there are hazardous materials present that affect the Premises. Broker does not have the technical expertise to advise you of their significance or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazardous substances are asbestos, ground water contamination; lead base paint, urea formaldehyde foam insulation (UFO) and radon gas. Generally, additional information pertaining to those substances is available from the U.S. Environmental Protection Agency or the Florida Department of Health and Rehabilitation Services. Any property built prior to 1978 may contain a lead paint hazard.

**28. LEGAL ADVICE:** You should contact your attorney if you have any questions or need assistance in drawing up or reviewing a lease agreement. Real Estate Brokers are not attorneys and they are not permitted to provide this legal service.

**29. ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**30. WATER QUALITY:** OWNER have made no representations as to the taste, quality, drink ability or usability of the water whether it be by well or city/county water. Tenants agree that they are accepting the water as is and agree that no rent set offs or abatements may be taken if the water is or becomes undesirable or unusable.

**31.** No trampolines, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

**32. SPECIAL STIPULATIONS:** Tenant(s) agree that if smoking is permitted on the premises and the premises are damaged in any way due to smoke, Tenant(s) agree that they will be fully responsible for eradication of smoke-related odors and/or repair of damage due to smoke. Tenant agrees that smoke related damages should in no way be considered ordinary wear and tear.

**SMOKING IS NOT PERMITTED AT ANY TIME IN THE RENTAL UNIT OR THE LANAI/BALCONY AREAS IF APPLICABLE.**

**33. ENTIRE AGREEMENT:** This agreement and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. All Tenants acknowledge that they are each jointly and severally responsible for performance of all covenants, terms and conditions of this lease. OWNER and Tenant certify that they have read and agree to the covenants, terms and conditions of this lease.