



RESIDENTIAL LEASE AGREEMENT

LANDLORD: Teak Management, LLC, a Florida limited liability company

TENANT(S): _____

SUMMARY PAGE

Leased Premises: _____

Lease Commencement: _____

Lease Ending: _____

Total Monthly Rent: _____

The Total Monthly Rent is comprised of the following:

Base Rent: _____

Pet Rent: _____

Premises Deposit: _____

This Premises Deposit is comprised of the following:

Security Deposit: _____

Pet Deposit: _____

LEASE AGREEMENT

THE 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. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between Teak Management, LLC, a Florida limited liability company as agent for owner, hereinafter referred to as “Landlord” or “Landlord’s Agent” ; and _____, _____, and _____, hereinafter collectively referred to as “Tenant”.

1. LEASED PROPERTY: Landlord leases to the Tenant that certain residence described as _____, hereinafter referred to as the “Premises”. If the Premises includes rented furnished, Lessee acknowledges receipt of inventoried furnishings in good condition. A copy of said inventory shall be attached hereto as Exhibit “A”. The Premises and any personal property may be hereinafter collectively referred to as the “Leased Property”.

2. TERM: The term of this lease shall be for a period of _____ months, commencing _____, 20____, and ending _____, 20____.

3. RENTAL: Tenant shall pay total rent in the amount of \$_____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in monthly installments each on the ____ day of each month without demand and is considered late after that date. Rent shall include, but not be limited to, any and all taxes imposed on the rent by taxing authorities, late fees, bad check or insufficient fund fees, and interest as such interest may accrue in accordance with this Agreement. Landlord shall be responsible for any and all property taxes imposed on the Premises.

All rent payments shall be payable to _____ at _____.

If the tenancy starts on a day other than the ____ day as designated above, the rent shall be prorated from _____ through _____ in the amount of \$_____ (prorated on a 30 day month) and shall be due on _____.

Tenant shall pay the rent and all other charges required to be paid under the lease by cash, valid check, money order, or any such other method Landlord shall deem acceptable in its sole discretion. If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless or dishonored check, Landlord may require Tenant to pay all future payments by money order, cashier’s check or official bank check or cash and to pay bad check fees in the amount of \$40.00 (not to exceed the amount prescribed

by Florida Statutes section 68.065). In addition, Landlord shall be reimbursed by Tenant for any costs incurred by Landlord as a result of said payment being dishonored.

4. **SECURITY DEPOSIT:** Lessee has deposited with the Lessor the sum of \$_____ standing as security for the full and faithful performance by the Lessee of all terms and covenants contained herein. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid.

Landlord shall hold the money in a separate noninterest-bearing account in a Florida banking institution for the benefit of the Tenant. Accordingly, the security deposit will **NOT accrue interest**. If Landlord sells or assigns the Premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

This Security Deposit shall be returned to the resident upon the expiration of the term of this lease, pursuant to the terms and conditions stated herein. This security deposit will not at any time be considered rent, except at the option of Landlord (for example, upon default by Tenant). In the event of a breach by the Tenant of any of the terms and conditions of this Lease, the security deposit shall be retained by the Landlord, as liquidated damages, but the retention of the security deposit by the Landlord shall in no way be interpreted as preventing the landlord from obtaining damages from breach of this Lease in any other appropriate legal action.

5. **SECURITY DEPOSIT REFUND.** Landlord agrees to refund the Security Deposit upon satisfaction of all of the following conditions, in accordance with Section 83.49 of the Florida Statutes:

- A. Expiration of the term of the Lease, or cancellation of the lease in accordance with the express provisions thereof.
- B. Payment by Tenant of all money required under the Lease, up to and including the date of expiration or cancellation of the term of the Lease, or up to and including the final day of the notice period.
- C. Thorough cleaning of the Leased Property, including but not limited to all kitchen appliances (refrigerator, oven, range, dishwasher), baths, closets, storage areas, patios/balconies, garages, etc. so as to be in the same condition as on the commencement date of the term of the Lease, normal wear and tear excepted.
- D. An absence of defects in or damage to the Leased Property, whether caused by Tenant, pets, or otherwise.
- E. Observance and performance by Tenant of all of the other covenants and obligations of Tenant under the Lease, from the date of commencement of the Lease up to and including the date of expiration or cancellation of the term of the Lease, or up to and including the final day of the Lease, or up to and including the final day of the notice period.
- F. Observance and performance by Tenant of all rules and regulations pertaining to Tenant under the Lease, including, without limitation, those rules and regulations pertaining to pets.

G. Provision by Tenant to Landlord in writing of Tenant's forwarding address.

6. LATE FEES: Rent must be received by Landlord or its designated agent on or before the aforementioned due date. In addition to rent, Landlord shall have the right to charge Tenant a late fee in the amount of \$75.00 or five percent (5%) of the late rent payment, whichever is greater, for each rent payment made after the day rent is due up to the first three (3) days and an additional \$15.00 per day for each rent payment made after three (3) days after the day it is due; provided, however, such payment shall not excuse or cure any default by Tenant under this Lease. It is agreed by the parties hereto that said late fee is reimbursement to Landlord for collection charges incurred as a result of the overdue rent and/or additional rent. Such late fee shall be in addition to any interest payable by Tenant as set forth in this Lease.

7. USE: Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Leased Property.

- A. Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than seven (7) nights in any calendar month. Landlord's written approval is required to allow anyone else to occupy the Premises.
- B. Tenant may not keep or allow pets or animals on the premises without Landlord's approval of the pet or animal in writing in accordance with this Lease.
- C. Tenant shall not keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent.
- D. Tenant shall not use the Leased Property for any illegal purposes.
- E. Tenant shall not create any environmental hazards on or about the Premises.
- F. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or the Leased Property belonging to Landlord, nor permit any person to do so.
- G. Tenant may not make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
- H. Tenant must act, and require all other persons on the Premises to act, in a manner that does not reasonably disturb any neighbors or constitute a breach of the peace.
- I. Tenant must adhere to the rules and regulations of the Homeowners Association covering the Premises, if applicable. A copy of the Homeowners Association rules and regulations is attached hereto, if applicable.
- J. Tenant must adhere to the rules and regulations of any Condo Owner's Association covering the Premises, if applicable. A copy of any such rules or regulations is attached hereto, if applicable.

8. PETS: No pets will be kept for any period of time on the Premises unless specifically consented to in writing by the Landlord. Additionally, the Tenant shall comply with all rules and regulations contained herein.

Subject to the conditions stated herein, Landlord grants permission to Tenant to keep the pet described below pursuant to the following terms and conditions:

- A. The pet is a _____, which is approximately _____ pounds.
- B. The pet(s) is/are generally described by the following breed, height, and physical identifying characteristics: _____
_____.
- C. Tenant represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law. Resident agrees to maintain such licensing and inoculation of the pet and to furnish thereof promptly, upon request.
- D. Tenant has paid Landlord the pet deposit of set forth hereinabove and an additional non-refundable fee securing Tenant's performance under this Lease identified as "Pet Rent" on the cover sheet to this Lease Agreement.
- E. In addition to the non-refundable pet fee, Landlord may deduct from the pet deposit and the security deposit, as stated under the Lease, all costs and expenses incurred by Landlord in repairing any and all damages caused by the pet and any other damages resulting from a default of the Lease.
- F. Tenant shall ensure that the pet does not, at any time, disturb any other resident of the local community. If, in the Landlord's sole opinion and discretion, the pet has disturbed or is disturbing any resident or has caused or is causing damage to the Leased Property or the local community, then Tenant shall be legally notified. Tenant shall have seven (7) days from the receipt of the notice to cure the problem. Upon any recurrence of the problem or improper activity, Tenant shall permanently remove the pet from the Premises within seven (7) days of written request. Tenant's payment for damage caused by the pet shall not entitle the Tenant to keep the pet. Tenant's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Lease shall constitute a default permitting termination of the Lease.
- G. Except the pet described above, Tenant shall not keep any pet in, on, or about the Premises. Tenant agrees that there will be no visiting pets in, on, or about the Premises.
- H. Tenant's failure to comply with the terms and provisions of this Lease or violation of any representation or assurance contained in the Lease shall constitute a default permitting termination of the Lease.
- I. Landlord reserves the right to request written verification of height and weight of the pet from a licensed veterinarian.

9. **PARKING:** Tenant agrees that no parking is allowed except for the area designated for vehicle parking. Absolutely no vehicles, boats, trailers, or campers shall be parked in the front yard or other location on the Premises that is covered by grass. No vehicle may be repaired or serviced in the parking area and any vehicle deemed abandoned by Landlord will be towed from the Premises and all costs therein shall be borne by the Tenant. No boats, trailers, campers, recreational vehicles or disassembled vehicles shall be parked in a manner that violates local parking regulations and or deed restrictions.

10. **KEYS:** Tenant agrees to return all keys and any additional duplicates made when terminating this Agreement, or pay the necessary costs of replacement locks and keys upon vacating the Leased Property. Landlord does not warrant lock integrity and is not liable for any

breach thereof, for any reason. Tenant may change, re-key or add locks if deemed necessary at his/her expense, providing Tenant notifies Landlord in advance and provides a working key to each new lock at the time of installation or change.

11. NOTICES: All notices to the Landlord must be sent to the Landlord _____ at _____ unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

12. ENVIRONMENTAL CONDITIONS: Tenant acknowledges that the Premises is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the Premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew and that the Landlord shall not be responsible for damage to the Premises or the personal property of the Tenant for damages caused by mold and mildew. Tenant should report any plumbing leaks or other moisture sources but must also take specific steps to minimize or retard mold growth in the Premises. Tenant should follow the following guidelines relating to mold and mildew:

- * Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets and windows and patio doors using a common household disinfecting cleaner.
- * Hang shower curtains inside bathtub when showering.
- * On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- * Use the bathroom fans or alternative ventilation when bathing or showering and allow the fan to run until all the excessive moisture is vented from the bathroom.
- * Use the exhaust fans in the kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture is vented from the kitchen.
- * Ensure that clothes dryer vent is operating properly, and clean the lint screen after every use.
- * When washing clothes in warm or hot water, make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- * Do not "hang-dry" clothes indoors.
- * Avoid air drying dishes.
- * Do not overfill closets or storage areas. Ventilation is important in these spaces.
- * Keep closet doors ajar.

- * Avoid excessive amounts of indoor plants. Water all indoor plants outdoors.
- * Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- * Use the air-conditioning at all times and, if possible, maintain a temperature between 50 and 80 degrees Fahrenheit at all times at the Premises.
- * Do not block or cover any of the air-conditioning or heating ducts located in the Premises.
- * Thoroughly dry any spills or pet urine on carpeting.
- * Open windows. Proper ventilation is essential. If it is not possible to open windows, run a fan to circulate fresh air throughout the Leased Premises.
- * In damp or rainy weather conditions, keep windows and doors closed.
- * Clean and dust the Premises on a regular basis as required by this Agreement. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- * Remove garbage regularly.
- * Immediately report to the Landlord any evidence of a water leak or excessive moisture in the Leased Premises.
- * Immediately report to the Landlord any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- * Immediately report to the Landlord any failure or malfunction with the Premises' heating, ventilation and air-conditioning system.
- * Immediately report to the Landlord any inoperable windows or doors.
- * Immediately report to the Landlord any musty odors that you notice in the Premises.

Tenant agrees that Landlord may conduct inspections of the Premises at any time with reasonable notice, pursuant to the terms of this Agreement.

If Tenant fails to comply with the Mold and Mildew guidelines, Tenant can be held responsible for property damage to the Premises and any health problems that may result. Noncompliance includes, but is not limited to, Tenant's failure to notify Landlord immediately of any mold, mildew, or moisture problems, pursuant to the terms of this Agreement. Violation shall be determined a material violation under the tenancy of the Lease, and Landlord shall be entitled to exercise all rights and remedies Landlord possesses against Tenant at law or in equity and Tenant shall be liable to Landlord for damages sustained to the Premises. Tenant shall hold Landlord harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this Agreement.

Landlord reserves the right to terminate the tenancy and Tenant agrees to vacate the Premises in the event Landlord, in its sole discretion, feels that either there is mold or mildew present in the Premises which may pose a safety or health hazard to Tenant or other persons and/or Tenant's actions or inactions are causing a condition which is conducive to mold growth.

13. **RADON GAS:** 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 public health unit. Pursuant to s. 404.056 (8), Florida Statutes.

14. **LEAD BASED PAINT:** If the Premises was built before January 1, 1978, the following disclosure shall be applicable:

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. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (Initial)

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

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

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

_____ (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (Initial)

_____ Tenant has received copies of all information listed above.

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____	_____	_____	_____
Landlord's Signature	Date	Landlord's Signature	Date
_____	_____	_____	_____
Tenant's Signature	Date	Tenant's Signature	Date

15. HOMEOWNER'S ASSOCIATION: IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY _____LANDLORD _____ TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS COLLECTED HEREBY. If the Lease is not terminated, rent shall abate until the approval is obtained from the Association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. _____Landlord _____ Tenant shall pay the security deposit required by the Association, if applicable.

16. MILITARY TRANSFER CLAUSE: Termination of this Agreement will be allowed in event of a military transfer under the following conditions only:

- A. Tenant must give Landlord at least sixty (60) days written notice.
- B. Tenant must give Landlord a copy of the military orders and a letter of authorization from military housing demonstrating the approval of movement of household goods. Military orders authorizing base housing or temporary deployment to a ship do not constitute change-of-duty orders.
- C. Tenant will remain responsible for leaving the Premises in proper condition.
- D. Tenant shall pay Rent through the termination date in a timely fashion.

17. DAMAGE TO PROPERTY: Lessee shall be responsible for any and all damage to the Premises and shall repair any such damage except to the extent that any warranty carried by Lessor covers a portion of such damage.

18. MAINTENANCE: Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with “L” for Landlord or “T” for Tenant, if left blank, Landlord will be responsible for the item);

_____ roofs	_____ windows	_____ screens
_____ steps	_____ doors	_____ floors
_____ porches	_____ exterior walls	_____ foundations
_____ plumbing	_____ hot water	_____ heating
_____ air conditioning	_____ smoke detectors	_____ furniture
_____ locks and keys	_____ electrical system	_____ cooling
_____ lawn/shrubbery	_____ water treatment	_____ fixtures
_____ heating and air conditioning filters	_____ garbage removal/ outside receptacles	_____ structural components
_____ extermination of rats, mice, roaches, ants and bedbugs	_____	_____ extermination of wood-destroying organisms
_____ Other: _____		

Landlord’s responsibility, if any, indicated above shall include major maintenance or major replacement of equipment. Major maintenance or major replacement means a repair or replacement that costs more than \$100.00.

Nothing in this section shall be construed to make Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant’s family, or any other person on the Premises with Tenant’s consent.

Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord’s control, there shall be no effect on the obligations of Tenant under this Lease, unless such repair effects the habitability of the Premises. Nothing in this part authorizes Tenant to raise a noncompliance by Landlord with this subsection as a defense to an action for possession.

At all times during the Lease Term, Tenant shall:

- A. Maintain the Premises in the same condition as when leased, excepting only the reasonable use of the Premises.
- B. Comply with all applicable housing, building, and health codes or other reasonable rules or requirements by law or upon the complex.
- C. Keep the Premises clean and sanitary.
- D. Regularly change heating and air conditioning filters in the Premises.
- E. Keep all plumbing fixtures clean, sanitary, and in repair.
- F. Remove all garbage from the Premises.

- G. Use and operate all facilities, electrical, plumbing, sanitary, heating, air conditioning and appliances in a reasonable manner.
- H. Refrain from destroying, damaging, defacing, impairing, or removing Landlord's property, nor permit any person to do so.
- I. Conduct self, and others on the Premises with Tenant's consent, in a reasonable manner.

19. **UTILITIES:** The Tenant agrees to pay for all gas, electricity, cable, telephone and other utilities, including but not limited to garbage removal, water and sewage charges, used on the Premises. Utility deposits and connection charges shall be the sole responsibility of Tenant. Landlord shall be responsible for all taxes, insurance and common area maintenance charges, if any, for the Premises.

Activation of a security system is **OPTIONAL** and will be the sole responsibility of the Tenant. Should Tenant activate a security system, Tenant shall provide Landlord current access code(s) for the security system to enter the Premises and provide written notice to Landlord of any changes as soon as possible but not later than two (2) days after activation or change of access code. Failure to provide such notice shall constitute a breach of this Lease.

20. **LANDLORD'S ACCESS TO THE PREMISES:** Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To (i) inspect the Premises; (ii) make necessary or agreed-upon repairs, decorations, alterations, or improvements; (iii) supply agreed services; (iv) exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the circumstances: with Tenant's consent; in case of emergency; when Tenant unreasonably withholds consent; or if Tenant is absent from the Premises for a period of at least fifteen (15) days (if the rent is current and Tenant notifies Landlord of an intended absence in accordance with the terms of this Lease, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).
- D. If Landlord should offer the Premises for sale, Landlord, its Agents, brokers, or assigns shall be permitted to enter the Premises, with twenty-four (24) hours' notice, and show the Premises to prospective purchasers.
- E. In all situations cited in this Paragraph 20, Landlord shall strive to give Tenant twenty-four (24) hours' notice but notice given less than twenty-four (24) hours' prior to Landlord's proposed entry may also be considered reasonable for purposes hereof.

21. **RISK OF LOSS/INSURANCE:** During the term of this Lease, Tenant shall keep in full force and effect at Tenant's expense a policy or policies of general liability insurance insuring Tenant and Lessor against any and all claims and demands by any person for injuries or property damage sustained or received on or in connection with the Premises and any other risk generally

insured against by such policies. The insurance coverage limits shall be not less than \$30,000 per occurrence and \$100,000 for combined bodily injury and property damage liability. Upon request by Lessor, Tenant shall deposit with Lessor copies of certificates of such insurance.

Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant shall be responsible for insuring his own personal property. Any personal property placed upon the subject property shall be at the sole risk of Tenant. Any property of Tenant remaining upon the Premises after the termination of this Lease shall be presumed abandoned, and may be disposed of by Landlord.

22. **INDEMNITY:** Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Landlord for (1) bodily injury (including death) to the Tenant or any roommate, family member, guest, or invitee of the Tenant, (2) damage to any property of the Tenant or any roommate, family member, guest, or invitee of the Tenant or (3) bodily injury of any other person or damage to any property in or about the Premises of any other person occurring as a result of any act or omission of Tenant on the Premises, except in any such case for such loss, injury or damage that is caused by the gross negligence or intentional misconduct of Landlord. Landlord shall not be liable for any loss by reason of damage, theft or otherwise to the contents, belongings or personal effects of the Tenant or Tenant's roommate, family, guests or visitors located in or about the Premises, nor shall Landlord be liable for any damage or injury to Tenant or Tenant's roommate, family, guests or visitors located in or about the Premises, unless caused by the gross negligence or intentional misconduct of the Landlord. In the event of any significant injury or damage to Tenant or any roommate, family member, guest, or invitee of the Tenant or any personal property, suffered in or about the Premises, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

23. **ASSIGNMENT:** Tenant may not make an assignment of this Lease, nor sublet any part of the Premises, without prior written consent, which consent may be arbitrarily refused by Landlord.

24. **VACATION OF LEASED PREMISES:** Upon the expiration, or earlier termination of this Lease, Tenant shall surrender the Premises and keys thereto to Landlord. Tenant shall surrender the Premises in the same condition as its condition at the Lease Commencement Date of this Lease, with the exception of professional cleaning as described in this Agreement, reasonable use, wear and tear. Should Tenant thereafter, with the consent of Landlord, remain in possession or occupancy of any part of the Premises or hold the keys, tenancy shall be deemed to continue for month to month only at twice the Rent above provided and on the terms herein expressed where applicable, but should same occur without Landlord's consent, no tenancy of any duration shall be created and Tenant's use and occupancy fee while in possession of the Premises shall be at twice the Rent.

25. **CLEANING:** Tenant authorizes Landlord to deduct the cost of professional cleaning, which shall include carpet cleaning if applicable, of the Premises from Tenant's security deposit at the end of Tenant's tenancy. The Premises is _____ sq. ft. and the estimated cost of cleaning is \$_____. If there is any damage to the Premises in addition to basic cleaning or if the Premises are excessively dirty, additional charges may be charged to Tenant in addition to the listed price. The above quote is based on prices in effect as of the date of the Lease. If these costs have changed at the time Tenant vacates, Tenant will be charged according to the prices currently in effect.

26. **DEFAULT:** Tenant will be in default if any of the following occur:

- A. Tenant fails to pay rent when due and the default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Leased Property.
- B. Tenant becomes a debtor under Bankruptcy or other insolvency laws.
- C. Tenant fails to perform its obligations under the lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within twelve (12) months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.
- D. Except as provided above, Tenant fails to perform any other obligation under the lease and default continues for more than seven (7) days after delivery of written notice to Tenant from Landlord specifying the default.

If Tenant fails to pay Landlord any amount that Tenant is obligated to pay, Tenant shall pay Landlord interest thereon at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted by law, whichever is less, on the amount of the delinquency or deficiency from the date due until the date paid. Landlord's remedies set forth in this Lease are cumulative and not in limitation to any other remedies given by law.

Landlord's retention of Tenant's security deposit and/or termination of the Lease shall not act as limitation on Landlord's right to all damages resulting from Tenant's breach of the Lease. Upon a breach by Tenant, all rent due or to become due in the future shall immediately without demand or notice become due and payable. Tenant shall not interfere with Landlord in the performance of their duties, nor shall Tenant make any threats to any management personnel. Violation of this provision shall be considered a material breach of the Lease entitling Landlord to terminate the Tenant's right of occupancy.

Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Premises and deliver possession thereof to the Lessor, and Tenant hereby grants to the Lessor full and free license to enter into and upon the Premises in such event with or without process of law, provided there is no breach of the peace, and to repossess the Lessor of the Premises as of the Lessor's former estate and to expel or remove the

Tenant and any others who may be occupying or be within the Premises and to remove any and all property therefrom using such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing the Lessor's right to rent or any other right given to the Lessor hereunder or by operation of law.

If the Tenant voluntarily abandons the Premises or otherwise entitles the Lessor to so elect, and the Lessor elects to terminate the Tenant's right to possession only, without terminating the Lease, the Lessor may, at the Lessor's option, enter into the Premises, remove the Tenant's signs and other evidences of tenancy, and take and hold possession thereof, without such entry and possession terminating the Lease or releasing the Tenant, in whole or part, from the Tenant's obligation to pay the rent hereunder for the full term. Upon and after entry into possession without termination of the Lease, the Lessor shall use its best efforts to relet the Leased Property or any part thereof for the account of the Tenant to any person, firm, or corporation other than the Lessee for such rent, for such time, and upon such terms as the Lessor in the Lessor's sole discretion shall determine. If the consideration collected by the Lessor upon any such reletting for the Lessor's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease, the Tenant shall pay to the Lessor the amount of each monthly deficiency as it becomes due without demand.

Any and all property which may be removed from the Premises by the Lessor pursuant to the authority of the Lease or of law, to which the Tenant is or may be entitled, may be handled, removed, and stored by the Lessor at the risk, cost, and expense of the Tenant; provided, however, the Lessor shall use reasonable care and caution to prevent any damage or loss to such property in removing and storing such property.

27. **LANDLORD'S RIGHT TO MORTGAGE; SUBORDINATION:** Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien encumbering all or a portion of the Leased Property, and Landlord reserves the right to subject the Leased Property to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the Leased Property to a mortgage or other lien.

28. **ABANDONMENT/ABSENCE FROM PREMISES:** Abandonment shall be defined as the absence of the Tenant from the Premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid – whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Florida law, except that in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the Leased Property as provided by applicable Florida law, and terminate this Lease without notice to Tenant.

If Tenant is to be absent from the Premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here: _____

29. **NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

30. **LIENS:** It is expressly agreed and understood between the parties hereto that nothing in this Lease shall ever be construed as empowering the Tenant to encumber or cause to be encumbered the title or interest of Landlord in the Leased Property in any manner whatsoever. In the event that regardless of this prohibition any person, furnishing or claiming to have furnished labor or materials at the request of the Tenant or of any person claiming by, through or under the Tenant shall file a lien against Landlord's interest therein, Tenant, within thirty (30) days after being notified thereof, shall cause said lien to be satisfied of record or the Leased Property released there from by the posting of a bond or other security as prescribed by law, or shall cause same to be discharged as a lien against Landlord's interest in the Leased Property by an order of a court having jurisdiction to discharge such lien. In the event the lien is not discharged as required above, Landlord may utilize the security deposit to discharge the lien and may advance funds necessary to discharge the lien and recover any amounts so paid and costs and attorneys' fees incurred from Tenant. Landlord may bring or defend any action to protect Landlord's title to the Leased Property or to discharge any lien.

31. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the Leased Property without Landlord's prior written consent. Any improvements made by Tenant shall become the property of Landlord at the conclusions of the Lease.

32. **GOVERNING LAW; VENUE, ATTORNEYS FEES:** This Lease shall be governed by the laws of Florida. Any action regarding this Lease may be brought in the courts in and for Orange County, Florida, and the undersigned consents to the jurisdiction of such courts. In any litigation arising in any way out of this Lease, the prevailing party shall be entitled to recover all its attorneys' fees, costs, and expenses, including any and all attorneys' fees, costs, and expenses incurred in any appellate or bankruptcy proceedings. Any judgment rendered in connection with such litigation will include a provision allowing for the subsequent assessment and award of attorneys' fees and costs incurred after judgment by the holder for the enforcement or collection of the judgment and reserving jurisdiction to the trial court for the purpose of making such award. Furthermore, any such judgment shall accrue interest at the highest rate allowed by law.

33. **ENTIRE AGREEMENT, BINDING EFFECT AND SEVERABILITY:** This Lease and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference) shall constitute the entire agreement between Landlord and Tenant; no prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restrictions on assignment and subletting applicable to Tenant hereunder. Time is of the essence in the performance of the obligations of the parties hereto. If any provision of this Lease or the application thereof to any person or circumstance shall at any time or to any extent be held invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby. Except for loss or damage arising out of Landlord's grossly negligent or intentional acts, Landlord shall not be liable to Tenant, or to Tenant's agents or invites, for any injury or damage to person or property in or about the Premises. This Lease creates a landlord/tenant relationship, and no other relationship, between the parties. This Lease is for the sole benefit of the parties hereto and, except for assignments permitted hereunder, no other person or entity shall be a third party beneficiary hereunder.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Lease Agreement the day and year first above written.

Signed, sealed and delivered
In the presence of:

TENANT

Sign: _____
Print: _____
Sign: _____
Print: _____

Sign: _____
Print: _____
Sign: _____
Print: _____

LANDLORD

Sign: _____
Print: _____
Sign: _____
Print: _____

By: _____
Its: _____

PET ADDENDUM

THIS ADDENDUM IS HEREBY ATTACHED TO THE LEASE AGREEMENT DATED _____ AND SIGNED BY THE UNDERSIGNED PARTIES.

Tenant(s): _____
_____, and

Premises: _____

Number of pet(s): _____ Breed of pet(s): _____

Identifying characteristics of pet(s): _____

Weight of pet(s): _____ Name of pet(s): _____

With exception of the pet(s) mentioned above, Tenant may not keep or allow pets or animals on the Premises without Landlord’s approval and consent of the pet or animal in writing. Additionally, the Tenant shall comply with all rules and regulations contained herein.

Subject to the conditions stated herein, Landlord grants permission to Tenant to keep the pet(s) described below with the following terms and conditions:

- A. Tenant represents and warrants that the above-described pet(s) has been properly licensed and inoculated as required by applicable law. Tenant agrees to maintain such licensing and inoculation of the pet(s) and to furnish proof thereof promptly, upon request.
- B. Tenant has paid Landlord the pet deposit as set forth in the Lease and an additional non-refundable pet rent securing Tenant’s performance under the Lease.
- C. Tenant understands the additional pet rent charged is _____ a month per pet, is non-refundable, and is for the privilege of maintaining a pet on the Premises. Also, the pet rent per month will be added to the base rent herein as rent for the pet(s) described above and the base rent plus pet rent will not change for the entire period of the Lease, even with a reduction of pet(s) during that period. It is fully understood by all parties that the pet rent is additional rent payable under the Lease.
- D. In addition, Landlord may deduct from the pet deposit and the security deposit, as stated under the Lease, all costs and expenses incurred by Landlord in repairing all damages caused by the pet(s) and any other damages resulting from a default of the Lease.

- E. Tenant shall ensure that the pet(s) does not, at any time, disturb any other resident of the local community. If, in the Landlord's sole opinion and discretion, the pet(s) has disturbed or is disturbing any resident or has caused or is causing damage to the Leased Property or the local community, then Tenant shall be legally notified. Tenant shall have seven (7) days from the receipt of the notice to cure the problem. Upon any recurrence of the problem or improper activity, Tenant shall permanently remove the pet(s) from the Premises within seven (7) days of written request. Tenant's payment for damage caused by the pet(s) shall not entitle the Tenant to keep the pet(s). Tenant's failure to permanently remove the pet(s) as provided above or failure to comply with all other terms of the Lease shall constitute a default permitting termination of the Lease.
- F. Except the pet(s) described above, Tenant shall not keep any pet in, on, or about the Premises. Tenant agrees that there will be no visiting pet(s) in, on, or about the Premises.
- H. Tenant's failure to comply with the terms and provisions of the Lease or violation of any representation or assurance contained in the Lease shall constitute a default permitting termination of the Lease.
- I. Landlord reserves the right to request written verification of height and weight of the pet(s) from a licensed veterinarian.

Signed this ____ day of _____, 20__.

TENANT(S):

