

LEASE

By this agreement made on _____, between _____, (Landlord), and _____ (Tenant), Landlord leases to Tenant the premises situated at _____, together with all appurtenances, for a term of _____ month(s)/year(s) (circle one), to begin on _____.

1. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the premises \$_____ per month in advance, on the 1st day of each calendar month beginning on _____, 2017 and or according to addendum to contract, and deliver it at _____.

Delinquent Rent: Rent shall be considered if not paid in full by the 10th of each month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$25.00.

2. QUIET ENJOYMENT. Landlord covenants that on paying the rent and performing the covenants contained in this lease, Tenant shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.

3. USE OF PREMISES. The premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it shall be used by Tenant at any time during the term of this lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the premises, and the sidewalks connected to those premises, during the term of this lease. Tenant and all other persons on the premises must further refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace.

4. NUMBER OF OCCUPANTS. The premises shall be occupied by no more than (____) persons, consisting of (____) adults. Additional persons may occupy the premises only with the written consent of Landlord.

5. CONDITION OF PREMISES. Tenant stipulates that (he) (she) has examined the premises, and that, at the time of this lease; they are in good order and repair and in a safe, clean, and tenantable condition.

6. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant shall not assign the lease, or sublet or grant any license to use the premises or any part of them. Consent by Landlord to one assignment, subletting or license shall not be considered to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void, and at Landlord's option, shall terminate this lease.

7. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without the prior written consent of Landlord. All alterations, changes and improvements built,

constructed or placed on the premises by Tenants, with the exception of fixtures removable without damage to the premises and movable personal property, unless otherwise provided by written agreement between Landlord and Tenant, shall be the property of Landlord and remain on the premises at the expiration or termination of this lease.

8. DAMAGE TO PREMISES. If the premises, or any part of them, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the premises are untenable; provided that in the event of damage by fire or other casualty in the amount of more than \$500.00, Landlord shall have the option of not rebuilding or repairing, in which event the term of this lease shall end and the rent shall be prorated up to the time of the damage. **Tenant shall replace air conditioning filters monthly, or as necessary, throughout the term hereof as their own expense.**

9. DANGEROUS MATERIALS. Tenant shall not keep on the premises any item of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises, or that might be considered hazardous by any responsible insurance company.

10. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the premises including electricity, water/sewer, and garbage pickup.

11. MAINTENANCE AND REPAIR. Tenant, at his or her sole expense, will keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal of it. In particular, Tenant shall keep the fixtures in the house or on or about the premises in good order and repair; keep the furnace clean; keep the walls free from dirt and debris; and make all required repairs to the plumbing, cooking, heating, sanitary, and other electric and gas fixtures whenever damage to them shall have resulted from Tenant's misuse, waste or neglect, or that of his or her family, agent or visitor. Smoke Detectors have been installed and are in operable condition.

Tenant initials _____. From this time on, you will be required to maintain the smoke detectors. Any new batteries are your responsibility.

Tenant agrees that no signs shall be placed or painting done on or about the premises by Tenant or at his or her direction without the prior written consent of Landlord.

12. ANIMALS. Tenant shall keep no domestic or other animals on or about the premises without the written consent of Landlord. If Landlord gives such consent, it may be revoked at any time for good cause.

13. SMOKING. No smoking of any substance is allowed on the premises. If smoking does occur on the premises: A) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; B) Tenant is in breach of this agreement; and C) Tenant acknowledges that in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last

cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

14. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this lease and any renewal of it to enter the premises for the purpose of inspecting them and all building and improvements on them.

15. DISPLAY OF SIGNS BY LANDLORD. During the last days of this lease, Landlord or Landlord's agent may display the usual "For Sale," or "Vacancy" signs on the premises, and may show the property to prospective purchasers or tenants.

16. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall surrender the premises clean and in as good condition as they were at the commencement of this lease, reasonable use and wear and damages by the elements accepted.

17. DEFAULT. If Tenant fails to comply with any of the material provisions of this lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord under F.S. 83.56(2)(a) to terminate the lease, Landlord may terminate the lease. If Landlord considers that the Tenant should be allowed the opportunity to correct the noncompliance under F.S. 83.56(2)(b), Landlord may deliver a written notice specifying the noncompliance and allowing seven days within which it may be corrected. If compliance is not made, Landlord may then terminate the lease.

If Tenant fails to pay rent when due and the default continues for three days after delivery of written demand by Landlord for payment of the rent or possession of the premises, Landlord may terminate the lease.

18. ABANDONMENT. If at any time during the term of this lease Tenant abandons the premises or any part of them, Landlord, at his or her option, may take possession of the premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord, at his or her discretion, as agent for Tenant, may also relet the premises, or any part of them, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of that reletting and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for the period realized by Landlord by means of the reletting. If Landlord's right of reentry is exercised following Tenant's abandonment of the premises, Landlord may consider any personal property belonging to Tenant and left on the premises also to have been abandoned, in which case Landlord may dispose of that personal property in any manner Landlord deems proper, and is relieved of all liability for doing so.

19. BINDING EFFECT. The covenants and conditions contained in this lease set forth the entire understanding of the parties, and shall apply to and bind the heirs, legal representatives and assigns of the parties to this lease, and all covenants are to be construed as conditions of the lease. No provision of this lease may be altered or terminated by oral agreement.

20. RECOVERY OF COSTS. In any action taken to enforce or interpret this lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and a reasonable attorney's fee, incurred as a result.

21. RECEIPT OF FUNDS. Landlord acknowledges receipt of the following sums:

First month's rent \$ _____

Last month's rent \$ _____

Security Deposit \$ _____

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 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.

LANDLORD

Signature

Date: _____

Printed Name

TENANT(S)

Signature

Date: _____

Printed Name

Signature

Date: _____

Printed Name