

DO NOT FILL OUT SAMPLE LEASE, READ ONLY AND INITIAL EACH PAGE

RENTAL AGREEMENT

(THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.)

In consideration of the agreements of the Resident(s), known as \_\_\_\_\_ the Owner, \_\_\_\_\_, hereby rents Resident(s) the dwelling located at \_\_\_\_\_ for the period commencing on the \_\_\_\_ day of \_\_\_\_\_, and monthly thereafter until the last day of \_\_\_\_\_, at which time this Agreement is terminated. Resident(s), in consideration of the mutual covenants and agreements herein contained, hereby agree(s) to the following terms:

1. **Rent.** To pay as rental the sum of \$ \_\_\_\_\_.00 per month, due and payable in advance from the first day of every month without demand. Only one check signed by one party will be accepted as payment for rent. Such rental amount may be adjusted periodically to compensate for increasing cost to Owner. Payments must be received by Owner's Agent, Underill Management Company, LLC (a Florida corporation hereinafter referred to as "Underill Management Company", "management company", "agent", or "agent for Owner") on or before the 1<sup>st</sup> day of each month electronically for immediate posting to tenant account or at the following address: 490 N. Harbor City Blvd., Melbourne, Florida 32935, or such other address as may be later designated by agent in writing. As Underill Management Company utilizes a third party vendor to process said electronic payments, Resident will be charged third party processing fees each time an electronic payment is made. Payments sent through the mail are at the Resident's risk and Resident acknowledges that early mailing will be required for rent to be received on time. Any rents lost in the mail will be treated as if unpaid until received by agent for owner. **Resident(s) further agree to pay a late charge of 7% of a full month's rental regardless of the amount due, plus a delinquency administrative charge of \$25.00 each time rent is not received by the Owner, or Owner's Agent, prior to 5pm eastern time on the date due, regardless of the cause, including dishonored checks,** time being of the essence. It is agreed between the parties that said fees shall be considered additional rent. Florida courts have ruled that should the Resident continue to pay rents late without the additional rents due for paying late, then the Owner can file an eviction for violating a clause of the lease, other than payment of rent; see *Barcelona West v Ellis*, 4 FLA. Supp. 2d71 (Co. Ct. Orange Co. 1981).

All payments made shall first be applied to any outstanding balances of any kind including late charges, service charges, delinquency delivery fees, maintenance administrative fees and/or any other charges due under this agreement. Any balance will be applied to current rents. There will be a service charge of \$50 or 5% of the amount of the check, whichever is greater, for any rent check returned "NSF" or "Endorsement cancelled" or for any reason said check is not honored by Resident's bank. Late fees shall also apply on dishonored checks until the date of actual payment. The late charge period is not a grace period and Agent shall be entitled to make written demand for any rent unpaid as of the second day of the rental period. Any unpaid balance remaining after termination of occupancy are subject to 1 ½% interest per month or the maximum rate allowed by law. Any certified or express mail charges shall be an obligation of Resident(s). Payment for all obligations created hereunder shall be made only by personal check, money order, certified or cashier's check, credit card or eCheck/ACH. Third party checks are not permitted. All signatories to this agreement are jointly and severally responsible for the faithful performance of its terms and conditions. Any Resident added to or deleted from this Agreement shall be subject to a \$125 per Resident administration fee payable to Underill Management Company.

Resident(s) understands, acknowledges and agrees that all rents due under the terms of this agreement are to be paid to Underill Management Company, and no one else, including the property owners themselves. Underill Management Company is acting pursuant to express written authority granted by the property owners, and unless otherwise directed by Underill Management Company in writing, all rents must be paid to Underill Management Company as referenced above. In the event of a dispute between Underill Management Company and the owners of record of the property, the Resident(s) shall continue to remit rents to Underill Management Company, unless directed otherwise in writing by Underill Management Company. Residents(s) understands, acknowledges and agrees that should they pay rents to anyone other than Underill Management Company, then Residents do hereby grant that Underill Management Company may proceed in filing an eviction for non-payment of rents, the cost of which will be paid by the Residents and/or may be deducted from their security deposit.

**Delinquency Delivery Fees:** Resident agrees that should Underill Management Company (or any agent of Underill Management Company) deliver and serve upon Resident any Three-Day notice or other notice required by Florida law pertaining to any matter arising out of this rental agreement, then Resident agrees to pay Agent a delivery fee of \$45 for each such delivery. Resident(s) agrees that any and all said delinquency delivery fees shall be deemed as Additional Rent due.

**Security Deposit & Administrative Fee:** Resident(s) agrees to pay Underill Management Company \$100 as a non-refundable administrative fee, and Resident(s) agrees to pay the sum of \$ \_\_\_\_\_.00 as security for faithful performance by Resident(s) of all terms, covenants and conditions of this lease. This deposit may be applied by the Agent for any monies owed by Residents(s) under this lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with Resident's failure to fulfill the terms of this lease. Resident(s) cannot dictate that this deposit be used for any rent due. If Resident(s) breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date, the deposit will be forfeited as special liquidated damages to cover the cost of re-letting the rental premises. Resident will still be responsible for unpaid rent, physical damages, future rent due, attorney fees and costs, cost to re-rent the premises and any other amounts due under the terms of the tenancy or Florida law. Florida courts have ruled that the Owner can charge the Resident(s) for the cost of managers fee for finding a new tenant; see *McLennan v. Rozniak*, 15 Fla. Supp. 2d 42 (Palm Beach 1985).

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 MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT LATER MAY 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.

2. **USE OF PREMISES.** To be used and occupied for residential, nonbusiness, private housing purposes only for 0 adults and 0 children, named, and to pay \$75 each month for each additional person who shall occupy the premises in any capacity. Resident(s) shall not operate any day care or child sitting service on the premises.

3. **Vehicles.** Vehicle(s) must be currently licensed, owned by Resident(s), registered, operational and properly parked. Resident(s) agrees to abide by all parking rules established now or in the future by Owner, agent 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. Resident(s) is not to repair or disassemble vehicles on the premises, except within the confines of the garage, if applicable. Vehicles not meeting the above requirements and additional rules of Owner are unauthorized vehicles, subject to being towed at Resident's expense. Parking on grass is prohibited. Resident(s) agrees to indemnify Owner and Owner's agents for any expenses incurred due to the towing of any vehicles belonging to the guest or invitee of Resident(s). Resident(s) also agrees to indemnify Owner and agent for all cost, penalties, fines, and attorney's fees in dealing with condo/homeowners associations and or local governmental agencies who have cited the Owner, the property or the property owner for parking or vehicle violations. Resident agrees that only the following vehicles will be parked on the premises: Make: \_\_\_\_\_

4. **Key Deposit.** Resident(s) shall pay a key deposit of \$25.00 to be refunded upon proper return of all keys to the property.

Initial(s) as to Resident(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**5. Pets.** Resident(s) shall not keep any animal or pet in or around the rental premises without Owner's prior written approval and a PET ADDENDUM signed by all parties. Unauthorized pets shall constitute a default under the terms of this agreement. All pets on the property not registered under this agreement in addition will be presumed to be strays, and may be disposed of by Owner or Owner's Agent at Owner's option. Pets names and description: \_\_\_\_\_. Owner reserves the right to revoke permission for pet. Resident agrees to pay a non-refundable pet fee of \$\_\_\_\_.00 for each pet. Resident(s) must maintain liability insurance for any pet on the property with Owner and Underill Management Company named as additional insured. Copy of said certificate shall be delivered to Underill Management Company within 20 days from date of occupancy. If said certificate is not received within 20 days, further action may be taken against the Resident(s) as provided by law. No pets shall be brought on the premises without prior written consent of the Owner. Resident(s) will be responsible for FULL replacement cost of carpet, walls, blinds, flooring or other items damaged in any way by pet(s). Resident(s) will also be responsible for any exterminating that may be required because of pet(s).

**6. Termination.** All parties agree that termination of this Agreement by Resident(s) prior to \_\_\_\_\_ regardless of cause or notice, will constitute breach of the tenancy as agreed above, and all Deposits, including last month's rent, if any, shall be forfeited in favor of the Owner. In addition, the Resident(s) shall remain liable for any physical damage suffered by the property during the term of his possession and shall also be liable for any unpaid rent during the term of this Agreement.

**7. Method of Payment.** The initial payment of rent under the terms of this Agreement must be made in cashier's check, money order or traveler's check. Thereafter, monthly rent payments may be paid by personal check until the first check is dishonored and returned unpaid. Regardless of cause, no additional payment may afterwards be made by personal check. Resident(s) may utilize credit cards or debit cards to pay for rent or other obligations of Resident(s). Management Company utilizes a third party vendor to process said electronic payments, Resident will be charged third party processing fees for the method of payment each time a payment is made.

**8. Prorated & Last Month's Rent.** The Prorated rent from this date until the next rent is due is \$\_\_\_\_\_. This will be due on \_\_\_\_\_. The full month rent in the amount of \$\_\_\_\_\_ shall be due and payable on the 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_\_\_, and on the first day of each month thereafter as long as this Agreement remains in force. Resident(s) agrees to pay \$\_\_\_\_\_ as last month's advance rent for the month of \_\_\_\_\_, 20\_\_\_\_. Last month's rent may not be applied to any other month's rental.

**9. Utilities.** ☒ Resident(s) will be responsible for payment of all utilities which shall include garbage, water and sewer charges, telephone, gas, pest control or other bills incurred during their residency. Resident(s) further agrees to pay for such water, sewer, solid waste disposal and trash disposal charges as billed separately from the rent payment owed to owner and that failure to pay said items when due, shall constitute a substantial default under this agreement and any such unpaid charges shall be considered unpaid rent. Resident(s) specifically authorizes Owner to deduct amounts of unpaid utilities bills from Resident(s) deposits in the event said bills remain unpaid after termination of this Agreement. If utilities for which Resident(s) is responsible are still in Owner's name at the time of occupancy, Resident(s) agrees that Owner shall order such utilities terminated and Resident(s) shall reimburse Owner for any utilities utilized by Resident.  
☐ Owner will be responsible for payment of all utilities other than telephone, electric, gas and TV cable.

**10. Maintenance and Repairs.** Resident shall be fully responsible for and agrees to maintain and repair at Resident(s) full and sole expense, the following: Light Bulbs, Faucet Washers, A/C Filters & A/C Drain Lines, Washer/Dryer, Pest Extermination, Microwave, Water Conditioners, Plumbing, Smoke Detectors, Locks, Window Locks and Glass Breakage. This shall not include rupture of water or waste lines due to deterioration, or stoppage due to clogging from roots outside the premises, water heater, roof and air conditioning compressor failure, all of which shall be the responsibility of the Owner. Resident(s) shall be responsible for any damage to A/C caused by Resident's failure to change A/C filter. It is recommended the A/C thermostat be set no lower than 73 degrees. Any freezing of the A/C unit or repair resulting from setting the thermostat lower than 73 degrees will be at Resident's expense. Resident(s) agrees not to place on any window, sheets, bedspreads, foil or other material in lieu of drapes, curtains or blinds.

**All requests for maintenance or repairs must be in writing (excluding emergencies) via email or online portal.**

Unless otherwise noted in writing and attached hereto, Resident(s) agree that they have fully inspected the premises and accept the condition of the premises in "as is" condition with no warranties or promises express or implied. Under F.S. 83.51, the Owner does hereby place most of the duties for repair upon the Residents. The Residents shall maintain the premises in good, clean and tenantable condition through the tenancy keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner.

In the event Resident(s), or their guest or invitees, cause any damage to the premises, Owner may, at its option, repair same and Resident(s) agrees to pay for all the expenses of same on demand. Resident(s) shall be responsible for all damages that occur as a result of leaving doors or windows open.

Resident(s) shall not have the right to perform nor arrange for repairs at Owner's expense, nor shall there be any right of Resident(s) to deduct the cost of any repairs from the rent payments due, except for the replacement of smoke detectors as provided herein. All maintenance and repair work requested by the Resident(s) and ordered by the Owner shall take place during normal business hours. Monday through Friday from 9 AM to 5 PM, (excluding emergencies). Under our guidelines and the Florida Landlord Tenant Laws, Emergency repairs shall be deemed as follows:

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|--|--|
| ◆No Heat   | ◆No Water  |
| ◆Sewer Backups   | ◆Gas Leaks or Electrical Outages                         |
| ◆Major Water leaks-broken pipes, or seriously clogged drains | ◆Broken security locks, window locks and smoke detectors |

In the event a major repair to the premises must be made which will necessitate the Resident(s) vacating the premises, Owner may at its option, terminate this agreement and Resident(s) agrees to vacate the premises holding Owner harmless for any damages suffered, if any. Resident(s) shall notify Owner immediately in writing of any maintenance needed, maintenance performed or repaired.

Resident(s) specifically agrees that no tacks, nails or screws, will be driven into the walls or woodwork, and further that he/she will be responsible for, and agree to pay for, any damage done by rain, wind, or hail caused by leaving windows open, overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse, or neglect. Resident(s) acknowledges that the premise was equipped with screens on all windows and sliding doors, if applicable, unless otherwise noted on the inspection sheet and that the cost of repair or replacement for any screen missing or damaged during the term of this agreement shall be at the sole expense of Resident(s).

**Smoke Detectors.** Resident(s) must maintain the smoke detectors by replacing batteries and notifying Owner in writing of any defects. It is agreed that Resident(s) will test the smoke detector within one hour after occupancy and inform the Owner immediately if detector(s) are not working properly. It is further agreed that each Resident will be responsible for testing smoke alarm(s) at least once each week by pushing the "push to test" button on the detector for about five seconds. Resident(s) may be charged for repairing or replacing smoke detectors if the Owner determines that the smoke detector has been destroyed or tampered with by the Resident(s). It is the Owners desire that each rental dwelling shall have at all times a properly working smoke detector. In the event that smoke detectors should fail, residents are required to notify Owner, in writing, by certified mail, return receipt requested, of such failure and Owner shall replace said smoke detector within ten (10) days of receipt of said notification. Resident(s) specifically acknowledge and agree that the Owner or Owner's Agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s). resident(s) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of the smoke detector(s) or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to or connected with, or any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

Resident(s) specifically agrees and acknowledges that no representation, warranties, undertakings or promises, whether oral or implied, or otherwise have been made by Owner, Owner's Agent, employees or contractors to Resident(s) regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same. Resident(s) acknowledge Owner and Owner's Agent neither make nor adopt any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaim all warranties of fitness for any particular purpose, of habitability, or any and all other expressed or implied property caused by Resident(s) failure to regularly test the smoke detector(s) and/or fire extinguisher(s); and/or Resident(s) failure to notify Owner or Owner's Agent in writing of any defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s); and/or Resident(s) failure to notify Owner or Owner's Agent in writing of any defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s); theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or false alarms produced by the smoke detector.

Initial(s) as to Resident(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Door Locks, Window Locks and Security.** The Owner agrees to provide working door and window locks at the beginning of the lease term. The Resident(s) is responsible for all locks and security of the premises once they take possession. The Resident(s) agrees within one hour after occupancy to inspect all locks and inform Owner immediately if any locks are not working properly and said notice shall be by certified mail, return receipt requested.

**11. Inspection.** Under the terms of this Rental Agreement, Resident(s) will be provided with an inspection sheet. It is their obligation to inspect the premises and to fill out and return to the Agent their inspection sheet within 3 days after taking possession of the premises. Resident(s) agrees that failure to fill out and return said inspection sheet within said time limit shall be conclusive proof that there were no defects of note in or on the property.

**12. Release of Deposit.** Upon expiration of the full term hereof, Resident(s) may receive a refund of the deposit. Release of the deposit is subject to the following provisions: (a) The full term of the Rental Agreement has been completed; (b) Formal written notice has been received at least 30 days prior to the date of termination; (c) No damage or deterioration to the premises, buildings or grounds is evident; (d) The entire dwelling, appliances, closets and cupboards are clean and free from insects, the refrigerator is defrosted, all debris, rubbish and personal property have been removed from the property, carpets are professionally cleaned, vacuumed and left clean and odorless; (e) All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, utilities charges, garbage service, etc.; (f) All keys for the premises have been returned; (g) A forwarding address has been left with the Management Company; (h) Resident(s) has provided evidence of having the carpets professionally cleaned upon move out; failure to do so will incur a minimum carpet cleaning charge of \$85; (i) Resident(s) is not otherwise in default or violation of any of the other terms and/or conditions of this agreement. Within the time prescribed by law, the Owner will send the balance of the deposit to the address provided by the Resident(s) in the names of all signatories thereto, or Owner will impose a claim on the deposit and so notify the Resident(s) by certified letter. In the event of multiple residents providing different addresses, Owner will send the balance of the deposit in care of the resident who has provided an address and whose name appears first in the sequence on this agreement. In the event property is not left in clean condition, in addition to cleaning costs, maintenance coordinating turn around fee in the amount of \$55 will be deducted from the security deposit. In addition to any cleaning charges or other charges due under the term of this lease, Resident(s) agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit amount of \$100. Security deposit refunds, if any, shall be made electronically or by mail only, and may not be picked up in person from Owner or Owner's Agent.

**Florida law requires the following to be included in your lease: F.S. 83.49(3) provides:**

(3)(a) Upon the vacating of the premises for termination of the lease, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord shall have thirty (30) days to give the TENANT written notice by certified mail to the TENANT'S last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: *"This is a notice of my intention to impose a claim for damages in the amount of \$ \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_ . It is sent to you as required by F.S. 84.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to Underhill Management Company, 490 N. Harbor City Blvd., Melbourne, Florida, 32935.* If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the TENANT objects to the imposition of the landlords claim or the amount thereof within 15 days after receipt of the landlords notice of intention to impose a claim, the LANDLORD may then deduct that amount of his or her claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

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

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

**13. Entering Premises.** Owner or his/her agent upon twelve (12) hours' notice by telephone, hand-delivery or posting, has the right of entry to the premises for repairs, appraisals, inspections or for any other reason. Owner or his/her agent has immediate right of entry in cases of emergency or to protect or preserve the premises. Should Resident(s) change the lock, Resident(s) must provide agent with a key to all locks. Owner's agent may place "FOR SALE" or "FOR RENT" signs on the premises at any time. Owner/Agent's right to enter the premises to show the same for rental or sale shall be upon at least twelve (12) hours advance notice to Resident(s) after which Resident(s) shall be obligated to permit agent to show the premises during normal business hours within 36 hours from initial notice. Should Resident(s) fail to permit Owner or his agent to enter the premises for any purpose described herein, Resident(s) shall be responsible to Owner's Agent for liquidated damages in the amount of \$100.00 per event. Said liquidated damages will be deemed to apply if the Resident(s) refuses to make an appointment with Owner/Agent, changes the lock so that Owner/Agent cannot enter the premises, or has a dog or other animal which makes entry to the premises dangerous or inconvenient for Owner, Owner's Agent or repair personnel. In the event Owner's Agent deems Resident(s) to have incurred any such penalty, Owner's Agent shall notify Resident(s) of said penalty in writing and Owner's Agent shall thereafter be entitled to deduct said penalty from the next payment paid by Resident(s) or in the event Resident(s) does not make subsequent payments or the penalty is not otherwise collected, agent is authorized to deduct said amount from Resident(s) security deposit.

**14. Crime/Controlled Substances.** Resident (s), any member of Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance as defined in Section 102 of the controlled Substances Act (21 U.S.C. 802). Resident(s) or any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity nor permit the dwelling unit inside or out to be used for or to facilitate criminal activity**, including drug-related activity, on, near or within sight of the premises. Resident(s), any member of the Resident's household, or a guest or other person under Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on, near or within sight of the premises. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this paragraph shall be deemed to be a serious violation and material non-compliance with the Rental Agreement. It is expressly understood and agreed that a single violation shall be good case for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be based upon a preponderance of the evidence.

**15. Resident's Obligations.** To meet all Resident's obligations as spelled out in Section 83.52 of the Florida Statutes, including: (a) Taking affirmative action to insure that nothing is done which might place the Owner in violation of applicable building, housing, and health codes. If Resident(s) causes Owner to be cited for being in violation of any such code, Resident(s) shall pay an administrative fee to Owner's Agent of \$50.00 in addition to reimbursing Owner for any fines charged by any governmental authority; (b) Keeping the dwelling clean and sanitary, removing garbage and trash as they accumulate, maintaining plumbing in good working order to prevent stoppages and/or leakage of plumbing textures, faucets, pipes, etc.;(c) conducting him/herself, his/her family, friends, guest, visitors, in a manner which will not disturb others;(d) Resident(s) agrees to maintain a phone and to furnish to Owner the phone number and/or any changes thereof within three weeks of its installation;(e) Resident(s) agrees to abide by any and all Apartment/Homeowner/Condominium Association rules and/or regulations, whether promulgated before or after the execution hereof, including, but not limited to rules with respect to noise, odors, parking, disposal of refuse, pets, and use of common areas. Resident's obligations under this agreement, including but not limited to the obligation to pay rent, shall be joint and several.

**16. Integration.** This agreement and exhibits and attachments, if any, set forth the entire agreement between Owner and Resident(s) concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid, or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in full force and effect.

**17. Owner's Statements and Right to Sign.** Any exercise, or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed hereon. The individual(s) signing this Rental Agreement as Resident(s) stipulates and warrants that he/she/they have the right to sign for and to bind all occupants. This Rental Agreement is subject to the approval of the Owner or Owner's Agent.

**18. Partial Payments.** The acceptance by the Owner's Agent of partial payments of rent due shall not under any circumstances, constitute a waiver of the Owner, nor affect any notice or legal proceedings for possession theretofore given or commenced under F.S. 83.59.

Initial(s) as to Resident(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



**19. Abandonment.** If Resident(s) leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident(s) therefrom and removing, at Resident's expense, all of Resident's property. Any removal of Owner's property without express written permission from the Owner shall constitute abandonment and surrender of the premises, and termination by the Resident(s) of the Rental Agreement. Owner may take immediate possession and exclude Resident(s) from the property. **ABANDONED PROPERTY:** BY SIGNING THIS AGREEMENT, RESIDENT(S) AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE RESIDENT'S PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON THE 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 LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**20. Indemnification.** Owner shall not be liable for any damages or injury to Resident(s) or any other person, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents or his employees. Resident(s) agrees to hold Owner and Owner's Agent harmless from any claims for damages no matter how caused, except for injury or damages for which the Owner is legally responsible. Resident(s) agrees to accept the locks "as is" and relieve Owner and Owner's Agent, employees and subcontractors from any liability.

**21. Rights of Storage.** No rights of storage are given by this Agreement. The Owner shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise nor for any accidental damage to persons or property in or about the leased premises or building. Resident(s) hereby covenants and agrees to make no claim for any such damages or loss against Owner, but to purchase needed insurance, or to provide self-insurance in adequate amounts to offset any risk.

**22. Septic System.** Resident(s) acknowledges that he has received instructions for proper use of the septic system (if applicable). It is agreed that the cost of any and all repairs, including pumping of the septic tank or replacing of drain fields, required due to the misuse, abuse or neglect of the septic system shall be the sole responsibility of the resident.

**23. Subletting.** Resident(s) agrees not to assign this Agreement, nor to sublet any part of the property, nor to allow any other person to live therein other than as named in Paragraph 2 above. Guests are limited to a maximum of seven (7) days in any one month.

**24. Workers Warranty.** All parties to this Agreement warrant that any work or repairs performed by the Resident(s) will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner, which will meet all the applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner, his agents, employees, and subcontractors, free from harm, litigation or claims of any other person.

**25. Alterations.** No changes, alterations, improvements, or additions of any kind in or to the premises shall be made without the prior written consent of the Owner. Resident shall not change any locks on any door or add any additional locks thereto or remove any of the Owner's property from the premises.

**26. Delay in Delivery of Possession.** If Owner is unable to give possession of the premises on the date of the commencement of the term or for any reason, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered. Resident(s) may terminate if possession is not delivered within fifteen (15) days from the date of commencement.

**27. Destruction of Premises.** If the premises are damaged or destroyed as to render it untenable, then the rent shall be paid up to the time of the casualty, then either party shall have the right to terminate this agreement by giving fifteen days written notice to the other party. If this notice is given, the term of the Agreement shall terminate on the date specified in the notice as fully and completely as if such date were the date set forth in the Agreement for the termination of the Agreement. If Resident(s) exercises the option to terminate the Agreement, Resident(s) must immediately vacate the premises. If neither party has given the notice of termination as herein provided, Owner shall proceed to repair the premises, and the Agreement shall not terminate. If the premises shall be partially damaged or partially destroyed, without substantial impairment of Resident's enjoyment of the premises, the damages shall be repaired by and at the expense of the Owner and the rent until such repairs are made shall be apportioned according to the part of the premises which is unusable by Resident(s). Owner shall not be liable for any inconvenience or annoyance to Resident(s) resulting in any way from such damage or the repair thereof. If the premises are partially damaged or partially destroyed as a result of wrongful or negligent act of Resident(s), or other person on the premises with Resident's consent, there shall be no apportionment or abatement of rent and Resident(s) shall pay the cost of repairs.

**28. Holding Over-double Rent.** If Resident holds over and continues in possession of the premises after the expiration of the Agreement without Owner's written permission, Owner may recover double the amount of rent due for each day Resident(s) refuses to surrender possession.

**29. Deposit Notice.** Resident's security deposit and advance rent shall be held by Owner or his agent in a separate account for the benefit of Resident in Bank of America, N.A., whose address is Melbourne, Florida or any other Bank selected by Owner or Owner's Agent, and shall not be commingled with other funds of Owner and Owner shall not hypothecate, pledge, or make use of such monies until such monies are actually due the Owner, Resident shall not receive or be entitled to any interest on such security or advance rental deposits.

**30. Acknowledgement.** In this Agreement the singular number where used will also include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident(s) will include Tenant, Lessee. The parties acknowledge that they have read and understand all of the provisions of this Agreement.

**31. False Information.** The providing of false information to Owner or Owner's Agent on the rental application is grounds for termination of this agreement by Owner. In this event, the parties agree that any and all of resident's deposits and/or prepaid rents shall be forfeited to the Owner.

**32. Legal Notice:** The imposition of late fees, dishonored check fees and delinquency delivery fees, is not a substitution or waiver of available Florida law remedies. If rent is not received on or before the 1<sup>st</sup> day of each month, by 5:00 PM, Agent may serve a Three-Day Notice on the next day or any day thereafter as allowed by law. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges under this Agreement. Resident(s) agrees to accept the posting of any and all notices (Three Day Notice to Pay Rent, etc.) on or about the front door of the premise as sufficient notice with the same effect as if delivered by U.S. mail.

**33. Radon.** 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 health unit.

**34. Waiver.** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any subsequent breach, whether of like or different nature. The captions contained herein are not a part of this agreement, are only for the convenience of the parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any articles, paragraph, clause or provision of this Agreement. This agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Venue shall be Brevard County, Florida. Time is of the essence in this Agreement.

Initial(s) as to Resident(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

35. **Lawns and Shrubbery.**

- Resident is responsible for maintenance of all landscape. Resident(s) shall be solely responsible for fertilizing, fungus control, insect control and maintaining and watering the lawn, shrubbery and for any damages caused by their negligence or abuse. Resident(s) shall adequately mow, edge and trim the lawn or hire it to be done. In the event that the Resident(s) fails to properly and adequately fertilize, maintain insect control or water the lawn and shrubbery, causing it to die, or suffer damage, the Resident(s) shall be fully responsible for the full cost of replacement. Failure of the sprinkler system (if any) shall not relieve the Resident(s) of his responsibility. In the event of a sprinkler system failure, the Resident(s) should take action to ensure that the lawn is properly watered, purchasing and using water hoses and portable sprinklers if necessary. In the event that no sprinkler system exists, the Resident(s) shall use (and purchase) water hoses, portable sprinklers and any other lawn equipment to ensure that the lawn is properly watered and maintained. Resident(s) is responsible for keeping the outside areas free of all garbage, debris, animal feces or other unsightly items.
- Owner is responsible for maintenance of landscape. Resident(s) is required to keep the lawn and outside areas free of all garbage, debris and animal feces, and or any other unsightly items. Resident(s) is also responsible for maintaining watering of landscape and lawns setting of any automatic timers for irrigation/sprinkler system and reporting associated problems to Owner's Agent.
- The Homeowner/Condo association is responsible for the maintenance of lawn and landscape.

**36. Mold.** Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**Climate Control:** Resident(s) agrees to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER AND OWNER'S AGENT RECOMMEND THAT AIR CONDITIONING BE USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

**Resident(s) agrees to:** 1) Keep the premises clean and regularly dust, vacuum and mop; 2) Use hood vents and exhausts when cooking and dishwashing; 3) Keep closet doors ajar; 4) Avoid excessive amounts of indoor plants; 5) Use exhaust fans, if present, when bathing/showering and leave on for a sufficient amount of time to remove moisture; 6) Use ceiling fans if present; 7) Water all indoor plants outdoors; 8) Wipe down any moisture and/or spillage; 9) Wipe down bathroom walls and fixtures after bathing/showering; 10) Wipe down any vanities/sink tops; 11) Avoid air drying dishes; 12) Do not hang wet clothes to dry indoors; 13) Open blinds/curtains to allow light into premises; 14. Wipe down floors if any water spillage; 15) Hang shower curtains inside bathtub when showering; 16) Securely close shower doors if present; 17) Use dryer if present for wet towels; 18) Use household cleaners on hard surfaces; 19) Leave bathroom and shower doors open after use; 20) Remove any molding or rotting food; 21) Remove garbage regularly; 22) Wipe down any and all visible moisture; 23) Wipe down windows and sills if moisture is present; 24) Inspect for leaks under sinks; 25) Check all washer hoses, if applicable; 26) Regularly empty dehumidifier if used.

**Resident(s) shall report in writing:** 1) Visible or suspected mold; 2) All A/C or heating problems or spillage; 3) Plant watering overflows; 4) Musty odors; 5) Shower/bath/sink/toilet overflows; 6) Leaky faucets, plumbing; 7) Pet urine accidents; 8) Discoloration of walls, baseboards, doors, window frames, ceiling; 9) Moldy clothing, refrigerator and A/C drip pan overflows; 10) Moisture dripping from or around any vents, air conditioning condenser lines; 11) Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops, clothes dryer vent leaks; 12) Any and all moisture.

**Small Areas of Mold:** If mold has occurred on a small no-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, Resident(s) agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol disinfectant (original pine scented), Tilex Mildew Remover, or Clorox Cleanup.

**Termination of Tenancy:** Owner or Owner's Agent reserves the right to terminate the tenancy and Resident(s) agree to vacate the premises in the event Owner or Owner's Agent, in its sole judgment, feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Resident(s) or other persons and/or Resident(s) actions or inactions are causing a condition which is conducive to mold growth.

**Violation of this Paragraph:** If Resident(s) fail to comply with the requirements under this Agreement pertaining to mold, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Resident(s) failure to notify Owner or Owner's Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of this agreement and Owner or Owner's Agent shall be entitled to exercise all rights and remedies if possesses against Resident(s) at law or in equity and Resident(s) shall be liable to Owner for damages sustained to the leased premises. Resident(s) shall hold Owner and Owner's Agent harmless for damage or injury to person or property as a result of Resident(s) failure to comply with the provisions of this paragraph. Resident(s) specifically agree to hold Owner's Agent and its employees and independent contractors harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold and/or mildew.

36. **Water Filled Furniture.**

\_\_\_\_\_x Residents will not have water filled furniture.  
\_\_\_\_\_ • Residents will have water filled furniture and must comply with the terms and conditions of the Water Filled Furniture Addendum to be attached hereto. Failure to comply with this requirement will be a breach of contract.

37. **Inventory.** • See additional comments; • See attached; • Not applicable.

• Stove	Make _____	Serial # _____
• Dishwasher	Make _____	Serial # _____
• Disposal	Make _____	Serial # _____
• Refrigerator	Make _____	Serial # _____
• Washer	Make _____	Serial # _____
• Dryer	Make _____	Serial # _____
• Microwave	Make _____	Serial # _____

• Ceiling Fans \_\_\_\_\_ • Mini Blinds \_\_\_\_\_  
• Vertical Blinds \_\_\_\_\_ • Garage Door Openers \_\_\_\_\_  
• Water Treatment System \_\_\_\_\_

• Hurricane Shutters-If hurricane shutters and hardware are part of the owner's inventory, the Resident agrees to assume responsibility for installation of and removal of shutters, when there is a threat of severe weather condition.

38. **INTERPRETATION OF CONTRACT**

\_\_\_\_\_ • I do not need an interpreter and can understand the Rental Agreement in its entirety.  
\_\_\_\_\_ • I have provided an interpreter for renting the property and interpreting the Rental Agreement. My interpreter's name is: \_\_\_\_\_ Address \_\_\_\_\_ ID: \_\_\_\_\_  
• Copy of Interpreter's identification attached.

**39. Attorney's Fees.** If Owner or Owner's Agent employ an attorney due to Resident's violation of the terms and/or conditions of this agreement, Resident(s) shall be responsible for all costs, reasonable attorney fees, property manager fees and costs, as incurred by Owner's Agent and/or Owner, whether or not suit is filed. In the event that the Owner or Owner's Agent successfully defends any action (including, but not limited to the courts, the local and/or state Association of Realtors, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought directly or indirectly by Resident(s) or their representative, Owner's Agent shall be reimbursed their attorney fees, court costs (if any) and for Owner's Agent's time (at the rate of \$150/hr) in defending such action by Resident(s).

Initial(s) as to Resident(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**40. Representations.** It is understood by and between the parties hereto that this Agreement contains all of the terms and conditions agreed upon between the parties, there being no oral conditions, representations, warranties or agreements made by Owner or Agent for Owner. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding on the parties unless in writing and signed by all parties. Any representations, either implied or expressed, made by Owner, Agent for Owner or the employees or independent contractors of Agent for Owner, not specifically incorporated in writing in this agreement or attached hereto, shall in no way be binding upon the parties. Owner and Resident(s) hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this agreement. In the event of a dispute concerning the tenancy created by this agreement, Resident(s) agrees that the premises are being managed by an Agent for the record owner and Resident agrees to hold Agent and its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute. It is further understood and agreed that the parties hereto have signed this agreement in reliance upon the agreements contained in this paragraph. This agreement may be executed in counterparts; facsimile copies shall be treated as originals.

**41. Sale of Property.** In the event of sale of the above property, Resident agrees to vacate the residence on receipt of thirty (30) days written notice from Owner or subsequent purchaser. In such case, any unused rent shall be returned to Resident upon vacating the premises.

**Attached Addenda:** The following ADDENDA are attached hereto and made a part hereof:

- PET ADDENDUM
- NO SMOKING ADDENDUM
- SWIMMING POOL ADDENDUM
- MILITARY
- OPTION TO PURCHASE
- WATER FILLED FURNITURE ADDENDUM
- APARTMENT/HOMEOWNER ASSOCIATION/CONDO RULES AND REGULATIONS ATTACHED
- OTHER \_\_\_\_\_

**42. Additional Comments.** NO ( ) ; YES ( ) SEE BELOW; YES ( ) SEE ATTACHED SHEET; ( ) LEAD PAINT DISCLOSURE/BROCHURE

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 LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT MELBOURNE, FLORIDA.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Underill Management Company, LLC  
as AGENT FOR OWNER

\_\_\_\_\_  
RESIDENT