

BONITA HEIGHTS PARK RV RESIDENTIAL LEASE AGREEMENT

MARCH 1, 2024 – FEBRUARY 28, 2025

This Lease is between Bonita Heights Park, Co-op and _____, Tenant(s), to rent the property known as RV Lot _____, 3650 Bonita Beach Rd, Bonita Springs, Florida 34134, for residential use only.

The Tenant and Landlord agree to the provisions of this Lease as follows:

1. Apart from the Tenant(s) designated on this Lease, no other persons will live in the Property without the prior written permission of the Landlord.
2. Bonita Heights Park is an age-restricted community, and this Lease is contingent upon the Tenant(s) meeting these necessary guidelines.
3. No guests of the Tenants may occupy the Property for longer than 15 consecutive days/30 days maximum per year without the prior written consent of the Landlord.
4. Pets are allowed to be kept in the property upon approval. This will be limited to non-aggressive animals, *with a maximum of 2 pets per RV*. The Landlord has the right to revoke this privilege at any time, in the event the Tenant's pet displays vicious, dangerous, or disruptive behavior. Dogs must be leashed & walked on the roadway, NOT on Owner's property. **A copy of up-to-date pet vaccinations required with application.**
5. The Tenant is entitled to the use of parking on the Property, with a maximum of 2 vehicles.
6. **ABSOLUTELY NO PARKING PERMITTED ON CONCRETE PADS.** And all vehicles (including recreational) MUST be parked on Tenant's assigned Lot only. A \$25 Daily Fine will be imposed for parking anything on concrete pad and/or on any other Lot.
7. The Term of the Lease commences at 12:00 noon on March 1, 2024 and ends at 12:00 noon on February 28, 2025.
8. For tenants who move in after March 1st, this Lease will end on the last day of February following the execution of this Lease.
9. Subject to the provisions of this Lease, the rent for the Property is **\$695.00** per month starting March 1, 2024. (The "Rent").
10. How to pay your monthly rent:
 - **PAY RENT** (check or cash) **DIRECTLY TO the RV Manager: Bob Housman at RV Lot # M, 3650 Bonita Beach Rd, Bonita Springs, Florida 34134** (acting as Landlord's Agent).
or
 - Drop check in the Lock Box located on the outer wall on the South side of Clubhouse for your convenience.

11. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease.
 - Any rent received after the 10th of each month will be subject to a \$25.00 late fee.
 - The Tenant will be charged an additional amount of \$45.00 for each N.S.F check or checks returned by the tenant's financial institution.
12. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
13. The Landlord may increase the Rent for the Property upon providing 60 days' notice to the Tenant.
14. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.
15. This Lease may be executed in counterparts. Facsimile signatures are binding and considered to be original signatures. Time is of the essence in this Lease.
16. Upon giving written notice no later than 60 days before the expiration of this Lease, the Landlord and/or Tenant may/may not agree to renew this Lease. Upon renewal, due to price increases, unforeseen conditions or changes, a new Lease agreement will need to be signed, reflecting such revisions or changes.
17. Any assignment or subletting of this Lease is not permitted and is cause to terminate this Lease.
18. The Tenant acknowledges that the Tenant has inspected the Property, including the grounds and improvements, and that it is, at the time of the execution of this Lease, in good order, good repair, safe, clean, and in tenantable condition.
19. The Tenant may NOT make improvements, changes, revisions, or alterations to the Property without prior written approval from the RV Manager or the Board of Directors.
20. The Tenant is advised and understands that the personal property of the Tenant is not insured by the Landlord. The Landlord assumes no liability for any loss or damage. It is advisable for the Tenant to secure personal property insurance at the Tenant's expense.
21. This Lease is in accordance with and exclusively governed by Florida Statutes, up to and including any legal action, attorney fees, default, breaches, non-performance or non-compliance that lead to the termination of this Lease.
22. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: **Electricity, water, sewer and garbage collection.**
23. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: **Internet, cable, telephone, natural gas, heating oil/propane and alarm/security system.**

24. Any damages that occur from theft, fire, flooding, storms, hurricanes or actions not caused by the Tenants negligence, the Landlord may decide not to rebuild or repair the Property and the Landlord can terminate this Lease after inspection of the Property.
25. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property supplied by the Landlord.
26. The Tenant will not engage in any illegal trade or activity on or about the Property. If such activity is observed, it will immediately terminate this Lease.
27. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear and tear expected.
28. The Tenant will follow all RV Rules and Regulations of the Bonita Heights Park Cooperative, regarding the Property.
29. The Tenant's address for notice is:
- Name: _____
 - Phone: _____
 - Email: _____
30. The Landlord's address for notice is:
- Bonita Heights Park Cooperative and Danny O'Neal, President
 - 3650 Bonita Beach Rd, #32, Bonita Springs, FL 34134
 - 859-200-3616
 - cmhoneal@live.com
 - The contact information for the RV Manager is:
 - Bob Housman
 - 3650 Bonita Beach Road, RV Lot # M, Bonita Springs, FL 34134
 - 239-777-3290
 - RVmanagerbhp@outlook.com
31. RV Residential Lease acceptance pending:
- RV Manager interview & full completion of all Requirements of the Application
 - Bonita Heights Park Board of Directors Approval of Application
32. If, at any time, the Tenant fails to comply with the terms of this Lease and the *"Bonita Heights Park Co-Op RV Rules & Regulations Full-Time (Annual) Lease"* (Rev. 10/27/2023), the Landlord will give written notice to the Tenant of such infraction or violation. The Tenant will have thirty (30) days to rectify the situation. If not resolved, the Landlord shall have the right to terminate this Lease and/or deny the renewal of the Lease Agreement upon its expiration.
- However, Any RV tenant(s) or guest(s) displaying disruptive behavior or disorderly conduct that can be a detriment to the safety of others in the community, the Landlord shall have the right to immediately terminate this Lease and/or deny the renewal of the Lease Agreement upon its expiration.

33. This Lease & the "Bonita Heights Park Co-Op RV Rules & Regulations FULL-TIME (ANNUAL) LEASE" (Rev. 10/27/2023), constitute the entire agreement between the Parties.

By signing this Lease, on this _____ day of _____, 20____ the Tenant(s) acknowledge receipt & acceptance of the "Bonita Heights Park Co-Op RV Rules & Regulations FULL-TIME (ANNUAL) LEASE" (Rev. 10/27/2023) & this RV Residential Lease Agreement.

Tenant Signature

Tenant Signature

Danny O'Neal, President
Bonita Heights Park Cooperative

Date of President's Signature

Please return all completed paperwork & copies of Driver's Licenses to our RV Manager: Bob Housman @ RV Lot # M no later than February 1, 2024.

A copy of this countersigned Lease Agreement will be returned to you upon finalization.