

**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL
HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR
COOPERATIVE (FOR A TERM NOT TO EXCEED ONE YEAR)**

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES
IMPORTANT LEGAL OBLIGATIONS.

A BOX (☐) OR A BLANK SPACE (_____) INDICATES A PROVISION WHERE A CHOICE OR A
DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. TERM AND PARTIES. This is a lease (the "Lease") for a period of _____ [number] months, beginning
_____ [month, day, year] and ending
_____ [month, day, year] (the "Lease Term"), between
_____ [name of owner of the property] and
_____ [name(s) of person(s) to whom the property is leased]. In the Lease, the owner,
whether one or more, of the property is called "Landlord" Landlord may appoint and authorize an agent, such as a property
manager, to collect the rent payments and any other charges due under the Lease and to perform any of Landlord's obligations
in the Lease. All persons to whom the property is leased are called "Tenant".)

**If and when included within the definition of "Tenant" as used in the Lease, there is more than one person or
entity, each such person or entity, along with any co-signors, shall be jointly and severally liable for all the
terms of the Lease and all the obligations of "Tenant" under the Lease.**

Landlord & Tenant Contact information may be inserted and circulated after full execution of the Lease)

Landlord's E-mail address: _____

Landlord's Telephone Number: _____

Landlord's Property _____ (Name)
Manager, if applicable _____ (Email)
_____ (Phone Number)

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

The Premises shall be occupied only by the Tenant and the following persons:

II. PROPERTY RENTED. Landlord leases to Tenant apartment or unit no. _____ in the building located
at _____ [street address] known as
_____ [name of apartment or condominium], _____ [city], Florida
_____ [zip code] together with the following furniture and appliances specifically referenced herein.

**Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of
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"none" and if there are duplicates, write how many]:

_____ range(s)/oven(s)
_____ refrigerator(s)
_____ dishwasher(s)
_____ garbage disposal(s)
_____ ceiling fan(s)
_____ intercom
_____ light fixtures(s)
_____ drapery rods and draperies
_____ blinds
_____ window treatments
_____ smoke detector(s)

☐ Please check here if there are any additional items of furniture and appliances, then attach, as a separate writing, an inventory of any such additional items as Exhibit A.

Items of furniture and appliances, which are **excluded** from the property leased [list all furniture and appliances, which are expressly excluded from the Lease]:

In this Lease the property leased to Tenant, including furniture and appliances, if any, is called the "Premises".

III. COMMON AREAS. If there is a condominium or cooperative development, Landlord hereby gives Tenant notice that such Premises are part of the following condominium(s) or cooperative development:

Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s) or cooperative development of which the Premises are a part, including, without limitation, any declaration of association(s), and any restrictions, rules, and regulations, now existing or hereafter adopted amended, or repealed.

IV. RENT PAYMENTS AND CHARGES. Tenant shall pay the total rent for the Premises for the Lease Term. The rent shall be payable by Tenant in advance in installments as provided in the options below:

☐ monthly, on the _____ day of each month (if left blank, on the first day of each month) in the amount of \$ _____ per installment.

OR

☐ weekly, on the _____ day of each week (if left blank, on Monday of each week) in the amount of \$ _____ per installment.

OR

☐ in full on _____ (date) in the total amount of \$ _____.

Tenant shall also be obligated to pay, with each rent payment, all taxes imposed on the rent by taxing authorities, when applicable, in the amount of \$ _____ with each rent installment. The amount of each installment of rent, plus applicable taxes, shall be \$ _____. Landlord will notify Tenant if the amount of the tax changes.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 2 of 14

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If the tenancy starts on a day other than the first (1st) day of the month or week as designated above, the rent shall be prorated from _____ (date) through _____ (date) in the amount of \$ _____ and shall be due on _____ (date) (if rent paid monthly, prorate on a thirty (30) day month).

Tenant shall make rent payments and all other charges required to be paid under the Lease by valid personal check, money order, cashier's check, automated clearing house (ACH), credit card or other _____ (specify). Payment is not considered made until the instrument tendered or received by Landlord is deposited and deemed collected.

All rent payments shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set [herein](#)).

If Tenant makes a rent payment or any other payment required to be paid under the Lease with a bad check, a worthless check, a dishonored check, or a non-sufficient funds payment (collectively, "Bad Check"), Landlord may require Tenant to pay all future payments by money order, cashier's check, official bank check or other _____ (specify), and to pay fees in the amount of \$ _____ (not to exceed \$25.00, or 5% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge owed for a Bad Check is hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes.

V. DEPOSITS, ADVANCE RENT, AND OTHER CHARGES. In addition to the rent payments described above, Tenant shall pay the following (check and complete only those items that are applicable):

_____ a security deposit of \$ _____, to be paid on or before _____.

_____ an additional security deposit of \$ _____, to be paid on or before _____.

_____ a security deposit for the condominium or cooperative development of \$ _____, to be paid on or before _____.

_____ first ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ last ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ advance rent for ☐ month ☐ week of _____, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ If applicable, Landlord assigns its rights to the initial rent payments to the following licensed real estate brokers: _____ (in the amount of: \$ _____) and, if applicable, _____ (in the amount of: \$ _____). Landlord directs Tenant to pay these parties directly as provided herein.

_____ prorated rent, plus applicable taxes, to be paid on or before _____.

_____ a pet deposit in the amount of \$ _____, to be paid on or before _____.

_____ a cleaning fee in the amount of \$ _____, to be paid on or before _____.

_____ Other: _____, to be paid on or before _____.

_____ Other: _____, to be paid on or before _____.

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 3 of 14

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Tenant shall pay a late fee in the amount of \$ _____ (if left blank, 5% of the rent payment) for each rent payment made more than _____ number of days after the date it is due (if left blank, five (5) days if rent is paid monthly, one (1) day if rent is paid weekly). The late charges are hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes.

Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified in this Section, then funds shall be due prior to Tenant occupancy. Any funds due under this Section shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth below). Any fees or charges designated in this Section, which are due after occupancy, shall be paid accordingly.

VI. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

(a) Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least seventy-five percent (75%) of the annualized average interest paid by the bank or five percent (5%) per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

(b) Landlord must post a surety bond in the manner allowed by law. If Landlord posts the surety bond, Landlord shall pay Tenant five percent (5%) interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents five (5) or more dwelling units, then within thirty (30) days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant, in writing, of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

Resident acknowledges the following disclosures as required by Florida law:

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 THIRTY (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 FIFTEEN (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 ATTORNEYS FEE 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 () () and Tenant () () acknowledge receipt of a copy of this page which is Page 4 of 14

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VII. NOTICES.

Any communications between the parties may be delivered, by email or by text, at the discretion of the Landlord; provided, however, that any communication requiring written notice under the Lease or by Part II, Chapter 83, Florida Statutes, shall not be deemed sufficient notice under the Lease, unless such notice is given as specified below.

All notices to Landlord must be sent to Landlord at _____ (the "Landlord's Address"), unless Landlord gives Tenant written notice of a change. Any notice to Landlord shall be given by U.S. certified mail, return receipt requested, or by hand delivery to Landlord at Landlord's Address. Any notice to Tenant shall be given by U.S. certified mail, return receipt requested, 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 the Premises.

VIII. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant, and all other persons on the Premises, also shall obey and comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises, and all rules and regulations of any apartment building, condominium or cooperative development affecting the Premises. Landlord will give Tenant notice of any covenants and restrictions affecting the Premises. Tenant shall have exclusive use and right of possession to the dwelling.

Tenant acknowledges and agrees that, if the Premises are located in a condominium or cooperative development, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the governing documents for the project, including, without limitation, any declaration of condominium or proprietary lease, and any restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed. Tenant further acknowledges and agrees that Tenant will comply with any rules, restrictions and regulations, as may be promulgated by the condominium or cooperative development, and with any and all terms of any governing documents for the condominium or cooperative development of which the Premises may be a part, including, without limitation, any declaration of association(s), and any restrictions, rules, and regulations, now existing or hereafter adopted amended, or repealed.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month (if left blank, seven (7)). Landlord's written approval is required to allow anyone else to occupy the Premises.

Tenant ☐ may or ☐ may not keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. If Tenant may keep pets or animals, the pets or animals described in this Section are permitted on the Premises:

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Smoking ☐ is or ☐ is not permitted in the Premises.

Vaping or Electronic Cigarettes ☐ are or ☐ are not permitted in the Premises.

Tenant shall not use, keep, or store on the Premises any dangerous, explosive, toxic, or flammable materials, which might increase the probability of fire or damage on the Premises, or which would increase the cost of insuring the Premises, without Landlord's written consent.

Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.

Tenant may not paint or make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, Tenant ☐ may or ☐ may not hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 5 of 14

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Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

IX. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:

(a) **Landlord's Required Maintenance.** Landlord will comply with applicable building, housing, and health codes relating to the Premises, and Section 83.51, Florida Statutes. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs, (if applicable), porches, windows, doors, exterior walls, screens, foundations, floors, steps, and all other structural components, and keep the plumbing in reasonable working order. Notwithstanding the foregoing, if the Premises are located in a condominium or cooperative development, Landlord and Tenant acknowledge and agree that the maintenance of the structural elements and common areas is performed by the condominium or cooperative development as part of the common area maintenance and that Landlord shall in no event be responsible for any such maintenance relating to the common area of the condominium, or cooperative development.

(b) **Elective Maintenance.** Fill in each blank space in this Section with "Landlord" for Landlord or "Tenant" for Tenant, to show who will maintain the item noted. If a space is left blank, Landlord will be required to maintain that item.

_____	Smoke detection devices
_____	Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs
_____	Locks and keys
<input type="checkbox"/>	Clean and safe condition of outside areas
_____	Garbage removal and outside garbage receptacles
_____	Running water
_____	Hot Water
_____	Lawn/Shrubbery
_____	Heating
_____	Air conditioning/Cooling
_____	Heating and air conditioning filters
_____	Furniture
_____	Pool/Spa/Hot Tub (including filters, machinery, and equipment)
_____	Water Treatment
_____	Ceilings
_____	Interior Walls
_____	Other: _____

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the major replacement of equipment on items in need of repair or replacement despite Tenant's proper maintenance. Major repair or major replacement means a repair or replacement that costs more than \$_____ per occurrence.

Tenant shall notify _____ (name) at _____ (address) (if left blank, Landlord at Landlord's Address) and _____ (telephone number) (if left blank, Landlord at Landlord's Telephone Number) of maintenance and repair requests.

Tenant shall be required to vacate the Premises on seven (7) days' written notice, if necessary, for extermination services pursuant to this paragraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this Section makes 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.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 14

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NOTE: this is not a requirement under the other lease

(c) Tenant's Required Maintenance. Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

(i) comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;

(ii) if the Premises are located in a homeowners' association, comply with all rules, and regulations, now existing or hereafter adopted by the association;

(iii) keep the Premises clean and sanitary;

(iv) remove all garbage from the dwelling unit in a clean and sanitary manner;

(v) keep all plumbing fixtures in the dwelling unit clean, sanitary, and in working order;

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(vi) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and

(vii) be responsible for the full costs of the replacement/repair of any lost or broken keys, gate cards, fobs, garage door remotes, and any other access item issued to Tenant in connection with the Lease, including access to any common areas.

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X. UTILITIES. Tenant shall pay all utilities and utilities services to the Premises during the Lease Term and all charges for hook-up, connection, and deposit for activating and providing all utilities and utility services to the Premises during the Lease Term except for _____, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc. If blank, then "NONE"). Any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall be due as additional rent.

XI. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or the United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XII. LANDLORD'S ACCESS TO PREMISES. Landlord 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 inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

(i) with Tenant's consent;

(ii) in case of emergency;

(iii) when Tenant unreasonably withholds consent; or

(iv) if Tenant is absent from the Premises for a period of at least one-half a rental installment period (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 7 of 14

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XIII. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

XIV. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Landlord shall, at its cost and expense and with due diligence, cause such damage to be repaired as necessary to restore all damaged portions of the Premises to the condition existing prior to the casualty. If the damage is such that the Premises are completely uninhabitable or cannot be repaired and restored within thirty (30) days from the casualty, Tenant may terminate the Lease within thirty (30) days after the casualty by (1) vacating the Premises within such thirty (30) day period, and (2) delivering written notice to the Landlord of such termination and vacation, which notice shall be sent to Landlord at Landlord's Address within the thirty (30) day period after the date of damage or destruction. If Tenant vacates the Premises and delivers the notice within the thirty (30) day period after damage or destruction to the Premises, Tenant is not liable for rent that would have been due after the date of the casualty and Landlord shall immediately return the security deposit or advance rent paid by Tenant within thirty (30) days of the date Tenant vacates the Premises or delivers of notice of termination, whichever comes first. If Tenant vacates the Premises, but fails to provide Landlord with written notice as set forth herein, Tenant shall be liable for payment of rent for the month immediately following the date of casualty. Additionally, Tenant may vacate the portion of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the Tenant's use and occupancy of the Premises is completely impaired and the Premises have been deemed uninhabitable in writing by a local government housing agency or building official, Landlord may terminate the Lease within thirty (30) days after the housing agency or building official declares the Premises uninhabitable and Tenant shall immediately vacate the Premises and Landlord shall immediately return the security deposit or advance rent paid by Tenant within fifteen (15) days of Tenant vacating the Premises. Tenant is not liable for rent that would have been due after the date of damage or destruction. In the absence of a declaration from a local governing body, building official, or court of competent jurisdiction, that the Premises are uninhabitable, Landlord shall have no right to terminate the Lease due to casualty or damage not cause by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent.

XV. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act (the "Act"), which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

XVI. ASSIGNMENT/SUBLEASING. Tenant ☐ may or ☐ may not assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

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XVII. RISK OF LOSS. Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. If the Premises are located in a condominium or cooperative development, Landlord shall not be liable for any loss, damage or injury sustained by Tenant, Tenant's family, agents, employees, guests, or visitors, within any common areas of the condominium or cooperative development. Notwithstanding the foregoing, nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct. Tenant should carry insurance covering Tenant's personal property and Tenant liability insurance.

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XVIII. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIX. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises, at Tenant's request, that the Lease does not allow any liens to attach to Landlord's interest.

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 8 of 14

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XX. APPROVAL CONTINGENCY. If Tenant must be approved by an association that governs the Premises, Landlord and Tenant agree that the Lease is contingent upon approval of Tenant by 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 specified in Article VI, if made. 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.

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XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one (1) year. A new lease is required for each year.

XXII. LEAD-BASED PAINT. ☐ Check and complete Exhibit B, the **Lead Warning Statement**, if the dwelling was built before January 1, 1978 (the term Lessor refers to Landlord and the term Lessee refers to Tenant when used in the Exhibit).

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XXIII. KEYS AND LOCKS. Landlord shall furnish Tenant:

_____ (insert number) of sets of keys to the dwelling
_____ (insert number) of mailbox keys
_____ (insert number) of garage door openers
_____ (insert number) of other (specify) : _____

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If the Premises are located in an apartment, condominium or cooperative development, Tenant will be provided with the following to access the development's common areas/facilities:

_____ (insert number) of keys to _____
_____ (insert number) of remote controls to _____
_____ (insert number) of electronic cards to _____
_____ (insert number) other (specify) to _____

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At end of Lease Term, all items specified in this Section shall be returned to _____ (name) at _____ (address) (if left blank, Landlord at Landlord's Address).

XXIV. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

XXV. HURRICANE AND WINDSTORMS. Tenant acknowledges that a windstorm, tropical storm, named storm or hurricane ("Major Storm") may strike any area throughout Florida with little or no notice, and because of this, the Premises may suffer damage or loss. Tenant further acknowledges that the Premises is not a designated hurricane shelter and it is strictly the Tenant's choice to remain on the Premises during any Major Storm event. In the event of any hurricane/tropical storm watch, hurricane/tropical storm warning, or any watch or warning relating to a Major Storm event, Tenant agrees to promptly bring in all of Tenant's personal belongings from any balconies, patios, walkways, or common areas, which are not securely anchored. If Tenant fails to do so, Tenant agrees to assume all risk of damage to Tenant's personal belongings and to indemnify Landlord for any damage or injury to property or person caused by or resulting from Tenant's failure to remove or securely anchor such personal belongings from any balconies, patios, walkways, or common areas. Tenant understands that Landlord is under no obligation to protect Tenant's personal property that is located within or on the Premises; therefore, Tenant should take reasonable measures to protect himself or herself and to protect his or her personal property that is located within or on the Premises. ▽

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Landlord hereby affirms that the Premises ☐ does or ☐ does not come with shutters. If there are shutters on the Premises, either ☐ Tenant is authorized to install such shutters in the event of a Major Storm or ☐ Landlord will install such shutters in the event of a Major Storm. Tenant acknowledges and agrees that improper installation of any

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 9 of 14

shutters may result in extensive damage to the structure of the dwelling unit for which the installing Tenant will be fully liable. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the dwelling unit, Landlord will do so at least twelve hours before a Major Storm is expected to arrive. The parties agree that installation of plywood ☐ is or ☐ is not permitted on the Premises. In the event Tenant is permitted to install plywood on the Premises, and elects to do so, Tenant will be responsible for repairing any holes and damage to the dwelling unit caused by the installation of the plywood.

Tenant agrees that Landlord's provision and installation of storm shutters on the Premises shall not be construed as the Landlord's assumption of responsibility or protection of the Tenant's personal property, nor shall it be construed as the Landlord's warranty against any damages within the Premises. Tenant hereby agrees to waive any claims against Landlord for any damage or loss directly attributable to any Major Storm. Tenant understands that, in the event a state of emergency is established by the state of Florida, Landlord may have to prioritize any requests, in order of severity. In this circumstance, Landlord will make every attempt to quickly respond to Tenant's requests; however, Tenant understands that a response may take longer than Landlord's normal response time.

XXVI. MISCELLANEOUS.

(a) Time is of the essence of the performance of each party's obligations under the Lease.

(b) The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

(c) The agreements contained in the Lease set forth the complete full, and exclusive understanding between the parties as to its subject matter and shall supersede any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any amendments to the Lease shall be effective and binding on the parties only if any such amendments are in writing and signed by the parties.

(d) If any term or provision of the Lease shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of the Lease, shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

(e) No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

(f) All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

(g) A facsimile or a scanned copy of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.

(h) The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

(i) Landlord and Tenant will use good faith in performing their obligations under the Lease.

(j) As required by law, Landlord makes the following disclosure: "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 health department.

XXVII. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BLANK SPACE (____) FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 10 of 14

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Deleted: In the event that Landlord, as a courtesy, provides storm shutters to Tenant, Landlord agrees to install the storm shutters on the dwelling unit at least 12 hours before a Major Storm is expected to arrive.

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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.

XXVIII. OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES.

☐ Tenant agrees to pay \$ _____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee to Landlord in the event Tenant elects to terminate the Lease. Upon receipt of the liquidated damages/early termination fee, Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

☐ Tenant does not agree to liquidated damages or an early termination fee, and acknowledges that Landlord may seek damages as provided by law in the event of Tenant's early termination or default of the Lease.

The Lease has been executed by the parties on the dates indicated below.

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

This form was completed with the assistance of:

Name of Individual: _____
Name of Business: _____
Address: _____
Telephone Number: _____

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Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 11 of 14

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Optional Inventory

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[Exhibit B](#)

Lead Warning Statement to Be Attached

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Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of
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Copy of Current Version of Florida Residential Landlord and Tenant Act,
Part II, Chapter 83, Florida Statutes to Be Attached

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of
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