Residential Lease for Single Family Home or Duplex

(FOR A TERM NOT TO EXCEED ONE YEAR)

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 DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, FLORIDA STATUTES, PART II, RESIDENTIAL LANDLORD AND TENANT ACT. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

NO CHANGES (EXCEPT CHANGES MADE DIRECTLY BY LANDLORD AND/OR TENANT) OR ADDITIONS (EXCEPT SUPREME COURT-APPROVED EXHIBITS TO THIS LEASE OR ATTACHMENTS ADDED BY LANDLORD AND/OR TENANT) TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

Part II, Chapter 83, Florida Statutes, entitled Florida Residential Landlord and Tenant Act is referenced throughout as the “Act” and is attached hereto.

1. **PARTIES.** This is a lease (the “Lease”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of owner of the property) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name(s) of person(s) to whom the property is leased). In this Lease, the owner, whether one or more, of the property is called “Landlord.” Landlord represents that he/she/it has the right to enter into this Lease. Landlord may appoint and authorize a third-party to collect the rent payments and any other charges due under the Lease and to perform Landlord's obligations in this 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 for all the obligations of “Tenant” under the Lease.**

Landlord & Tenant contact information may be circulated to all parties after full execution of the Lease

|  |  |
| --- | --- |
| Landlord’s E-mail address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Landlord’s Telephone Number:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Landlord’s Address |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Tenant’s E-mail address:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Tenant’s Telephone Number: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The Premises (as defined below) shall be occupied only by the Tenant and the following persons: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **PROPERTY RENTED.** Landlord leases to Tenant the land and buildings located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (street address), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [city], Florida \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [zip code], together with any furniture and appliances specifically referenced herein.

**Check all that apply:**

\_\_\_\_\_\_\_\_ 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 furniture and/or appliances included, then attach, as a separate writing, an inventory of any such additional items as set forth on Exhibit A, the “**OPTIONAL INVENTORY ADDENDUM**”.

Items of furniture and/or 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.”

1. **TERM.** This is a lease for a term beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month, day, year) and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month, day, year) (the "Lease Term").
2. **RENT PAYMENTS, TAXES AND CHARGES**. Tenant shall pay total rent for the Premises in the amount of $\_\_\_\_\_\_\_\_\_ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant as provided in the options below:

[ ]  in advance in installments. If in installments, rent shall be payable

[ ]  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 $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

OR

[ ]  as stated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Tenant shall also be obligated to remit to Landlord with each rent payment all taxes imposed on the rent that are required to be paid by Tenant by state or local taxing authorities, when applicable, in the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  with each rent installment or [ ]  with the rent for the full term of the Lease. The amount [ ]  for each rent installment or [ ]  for the rent for the full term of the Lease, plus applicable taxes, shall be $ \_\_\_\_\_\_\_\_\_\_\_\_\_. Landlord will notify Tenant if the amount of the tax changes.

If the lease term 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 is 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). If payment is accepted by any means other than cash, payment is not considered made until such payment is collected.

All rent payments shall be payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address) (if left blank, payable to Landlord at Landlord’s Address as set forth 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 4% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge for a Bad Check is hereby defined and deemed as “rent” pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

1. **MONEY DUE IN CONNECTION with OCCUPANCY.** 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 homeowner’s association 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
|  |  |
| \_\_\_\_\_\_\_ | 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |

Tenant shall not be entitled to move into the Premises or to receive 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 herein). Any funds designated in this Section, which are due after occupancy, shall be paid accordingly.

1. **SECURITY DEPOSITS AND ADVANCE RENT.** If Tenant has paid a security deposit or advance rent the following provisions apply:
	1. 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
	2. 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 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

1. **LATE FEES.** (Complete if applicable) Tenant shall pay a late charge in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if left blank, 4% 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, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.
2. **PETS AND SMOKING.** Tenant [ ]  may or [ ]  may not (if blank, may not) keep 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 (if blank, is not).

Vaping or Electronic Cigarettes [ ]  are or [ ]  are not permitted in the Premises (if blank, are not).

**Please see Section 28 for information on making a reasonable accommodation request**.

1. **NOTICES**. All notices to Landlord must be sent to Landlord at Landlord’s Address set forth above, unless Landlord gives Tenant written notice of a change or authorizes a third-party to receive notice as designated below. Landlord shall provide a copy of this signed Lease to Tenant upon Tenant’s request. The parties may agree to communicate by any form of communication (including text or email) unless the Act dictates another form of delivery.

|  |  |
| --- | --- |
| Authorized Third Party Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Third Party E-mail address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Third Party Telephone Number:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Third Party Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**9. UTILITIES.** Tenant shall pay for all utilities and utility services to the Premises during the Lease Term and all hook-up charges, connection charges, and deposits for activating existing utility connections to the Premises, except for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that 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 unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency in which case any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall never be treated as rent and are due and payable separately.

1. **MAINTENANCE**. Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:
	1. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below (fill in each blank space 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:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| \_\_\_\_\_\_\_ | roofs | \_\_\_\_\_\_\_ | windows | \_\_\_\_\_\_\_ | screens | \_\_\_\_\_\_\_ | steps |
| \_\_\_\_\_\_\_ | doors | \_\_\_\_\_\_\_ | floors | \_\_\_\_\_\_\_ | porches | \_\_\_\_\_\_\_ | exterior walls |
| \_\_\_\_\_\_\_ | foundations | \_\_\_\_\_\_\_ | plumbing |  |  |
| \_\_\_\_\_\_\_ | heating | \_\_\_\_\_\_\_ | hot water | \_\_\_\_\_\_\_ | running water | \_\_\_\_\_\_\_ | locks and keys |
| \_\_\_\_\_\_\_ | electrical system |  |  |  |  |  |  |
| \_\_\_\_\_\_\_ | structural components |  |  |  |  |
| \_\_\_\_\_\_\_ | smoke detection devices |  |  |  |  |
| \_\_\_\_\_\_\_ | air conditioning/ cooling |  |  |  |  |
| \_\_\_\_\_\_\_ | garbage removal and outside garbage receptacles |  |  |  |  |
| \_\_\_\_\_\_\_ | extermination of rats, mice, roaches, ants and bedbugs |  |  |  |
| \_\_\_\_\_\_\_ | extermination of wood-destroying organisms |  |  |  |  |
| \_\_\_\_\_\_\_ | lawn/shrubbery  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_ | water treatment | \_\_\_\_\_\_\_ | filters (specify) |  |  |  |
| \_\_\_\_\_\_\_ | furniture |  |  |  |  |  |  |
| \_\_\_\_\_\_\_ | ceilings | \_\_\_\_\_\_\_ | interior walls |  |  |  |  |
|  |  pool/spa/hot tub | (including filters, machinery, and equipment) |
| \_\_\_\_\_\_\_ | other (specify) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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.

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the replacement of equipment on items in need of major repair or replacement despite Tenant’s proper maintenance. **Major repair is a repair that costs more** **than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if left blank, $0) to remedy**. Tenant shall not be required to pay for any portion of the costs associated with major repairs or the replacement of equipment.

Tenant shall be required to vacate the Premises on seven (7) days’ written notice, for a period not to exceed four (4) days, if necessary, for extermination services pursuant to this Section. When vacation of the Premises is required for extermination services, 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.

If the Premises are located in a homeowners’ association, Landlord and Tenant acknowledge and agree that nothing in this Section makes Landlord responsible for the maintenance of any common areas owned by the homeowners’ association and Landlord shall in no event be responsible for any such maintenance relating to the common areas of the homeowners’ association.

* 1. Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:
		1. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
		2. if the Premises are located in a homeowners’ association, comply with all Governing Documents (as defined below), now existing or hereafter adopted by the association;
		3. keep the Premises clean and sanitary;
		4. remove all garbage from the Premises in a clean and sanitary manner;
		5. keep all plumbing fixtures in the Premises unit clean, sanitary, and in reasonable working condition;
		6. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and
		7. 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.
1. **ASSIGNMENT/SUBLEASING.** Tenant [ ]  may or [ ]  may not (if blank, may not) assign the Lease or sublease (lease to another) all or any part of the Premises without first obtaining the Landlord’s written approval and consent to the assignment or sublease.
2. **KEYS AND LOCKS.** Landlord shall furnish Tenant:

|  |  |
| --- | --- |
|  | (insert number) of sets of keys to the Premises |
|  | (insert number) of mailbox keys |
|  | (insert number) of garage door openers(insert number) of other (specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

If there is a homeowner’s association, Tenant will be provided with the following to access the association’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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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).

1. **LEAD-BASED PAINT.** [ ]  Check and complete Exhibit B, the “**LEAD WARNING** **STATEMENT ADDENDUM**”, if the Premises was built before January 1, 1978 (the term Lessor refers to Landlord and the term Lessee refers to Tenant when used in Exhibit B).
2. **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.
3. **LANDLORD’S ACCESS TO THE PREMISES.** Landlord may enter the Premises in the following circumstances:
	* + 1. At any time for the protection or preservation of the Premises.
			2. After twelve (12)-hours-notice to Tenant, between the hours of 7:30 am and 8:00 pm, for the purpose of repairing the Premises.
			3. 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:
4. with Tenant’s consent;
5. in case of emergency;
6. when Tenant unreasonably withholds consent; or
7. 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).
8. **HOMEOWNER’S ASSOCIATION. IF THERE IS A homeowner’s ASSOCIATION, LANDLORD HEREBY GIVES TENANT NOTICE THAT SUCH PREMISES ARE PART OF THE FOLLOWING HOMEOWNERS’ ASSOCIATION(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If Tenant must be approved by a homeowner’s association THAT GOVERNS THE PREMISES,** **Landlord and Tenant agree that the Lease is contingent upon TENANT receiving approval from the association. Any application fee required by an association shall be paid by [ ] Landlord [ ]  Tenant (IF BLANK, TENANT). If such approval is not obtained prior to commencement of THE 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 sectionS 5 and 6, 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 (if blank, per association rules) shall pay the security deposit required by the association, if applicable. During the Lease Term, Tenant will have permission to use, along with others, the common areas of the association and the development of which the Premises are a part, subject to all terms of the governing documents for the association(s) and the development of which the Premises are a part, including, without limitation, any declaration of association(s), bylaws, and any applicable restrictions, rules, and regulations (collectively, “Governing Documents”), now existing or hereafter adopted amended, or repealed. Landlord acknowledges that Tenant was provided with **\_\_\_\_\_ (Landlord initials),** and Tenant acknowledges receipt of**\_\_\_\_\_\_ (Tenant Initials),** a copy of the Governing Documents currently in effect as of the execution of this Lease. If, during the Lease Term, an amendment/revision/addition to the Governing Documents (an “Update”) impacts Tenant’s permitted use of the Premises, Landlord shall notify Tenant of such Update. If Landlord fails to notify Tenant of such Update, Tenant shall not be responsible for any fees or penalties incurred by Tenant as a result of any violation by Tenant, which arose from Landlord’s failure to notify Tenant of such Update, unless Tenant’s action was also in violation of other terms of the Governing Documents (including the version provided upon execution and any other updates Tenant received proper notice of) or any federal, state, or local law.
9. **USE OF THE PREMISES.** Tenant shall use the Premises 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, if applicable, all rules and regulations of homeowners’ associations affecting the Premises. Tenant acknowledges and agrees that if the Premises are located in a homeowners’ association(s), the Lease and Tenant’s rights under the Lease, including as to the common areas, are subject to all terms of the Governing Documents for the homeowners’ association(s). Tenant further acknowledges and agrees that Tenant will comply with any rules, restrictions and regulation, outlined in the Governing Documents.

 Subject to the terms of the Lease, Tenant shall have exclusive use and right of possession to the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord’s written consent to the alteration or improvement. Tenant [ ]  may or [ ]  may not (if blank, 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 installation/removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord’s property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would 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 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.

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) days]. Landlord’s written approval is required to allow anyone else to occupy the Premises.

1. **RISK OF LOSS/INSURANCE**. 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 homeowners’ association, 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 association. 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.
2. **PROHIBITED ACTS BY LANDLORD**. Landlord is prohibited from taking certain actions as described in the Act, the provisions of which can be found in the attachment to this Lease.
3. **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 pursuant to Section 9 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 caused by wrongful or negligent acts of Tenant or persons on the Premises with Tenant’s consent.

1. **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 the Act, which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.
2. **SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
3. **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.
4. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.
5. **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.
6. **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](https://www.lawinsider.com/clause/non-liability-of-landlord) 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.

Landlord hereby affirms that the Premises [ ]  does or [ ]  does not come with shutters (if no box is checked, Does Not). 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 (if no box is checked, Landlord) Tenant acknowledges and agrees that improper installation of any shutters may result in extensive damage to the structure of the Premises for which the installing Tenant will be fully liable for any damage caused to Tenant’s personal property. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the Premises, Landlord will do so at least twelve (12) hours before a Major Storm is expected to arrive. The parties agree that installation of plywood [ ]  is or [ ]  is not permitted on the Premises (if no box is checked, Is Not). 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 Premises 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.

**Tenant is responsible for obtaining renters insurance and flood insurance policies that protect Tenant’s personal property.**

1. **MISCELLANEOUS**.
	* + 1. Time is of the essence of the performance of each party’s obligations under the Lease. Unless otherwise indicated, days shall refer to calendar days.
			2. 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.
			3. The agreements contained in the Lease set forth the complete full and excusive 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.
			4. 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.
			5. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
			6. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
			7. A facsimile, scanned copy, or electronically signed copies of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.
			8. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.
			9. Landlord and Tenant will use good faith in performing their obligations under the Lease.
			10. 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.
2. **REASONABLE ACCOMMODATION REQUEST**. A Tenant with a disability may request that Landlord provide Tenant with a reasonable accommodation pursuant to the Fair Housing Act and other applicable law, if such accommodation may be necessary to afford the Tenant an equal opportunity to use and enjoy their dwelling. Tenant may request a reasonable accommodation, pursuant to the Fair Housing Act and other applicable law, orally or in writing though Landlord urges Tenant to make the request in writing to help prevent misunderstandings about Tenant’s request. Oral requests for reasonable accommodation may be directed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) (if left blank, to Landlord). Written requests for reasonable accommodation may be directed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (email address) (if left blank, written requests for accommodation may be made to Landlord at Landlord’s Address as set forth herein).
3. **OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES**. [ ]  Check and complete Exhibit C, the “**EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM,**” to indicate whether liquidated damages or an early termination fee is a remedy available to Landlord as provided Section in 83.595, Florida Statues.
4. **TENANT’S PERSONAL PROPERTY.** TENANT MUST INITIAL IN THIS BLANK SPACE (\_\_\_\_) FOR THE FOLLOWING PROVISION TO APPLY. 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.

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

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Landlord's Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

OPTIONAL INVENTORY ADDENDUM

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Exhibit B

LEAD WARNING STATEMENT ADDENDUM

****

**Exhibit C**

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

[ ] I agree, as provided in the Lease, to pay $\_\_\_\_\_\_\_ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

[ ] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord's Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord's Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord's Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant’s Signature Date

Copy of Current Version of Florida Residential Landlord and Tenant Act,

Part II, Chapter 83, Florida Statutes, to Be Attached