

Residential Lease

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as the Landlord, and \_\_\_\_\_, Hereinafter referred to as the Tenant, concerning the lease of the following described Premises: \_\_\_\_\_ is agreed to by and shall bind the Tenant, its heirs, estate, or legally appointed representatives. Tenant as herein used shall include all persons to whom this property is leased. Landlord as herein used shall include the record owners(s) of the Premises, its heirs, agents if any, assigns or representatives.

**OCCUPANTS:** Only the following individuals shall occupy the Premises unless written consent of the Landlord is obtained: \_\_\_\_\_. Guests remaining for a period of more than 7 days must have prior written consent from the Landlord.

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**FUNDS DUE BEFORE MOVE-IN**

**SECURITY DEPOSIT:** \_\_\_\_\_  
**PRORATED RENT:** \_\_\_\_\_  
**FIRST MONTH'S RENT:** \_\_\_\_\_  
**ADVANCE RENT:** \_\_\_\_\_  
**NON REFUNDABLE PET FEE:** \_\_\_\_\_  
**PET DEPOSIT:** \_\_\_\_\_

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**1. TERMS OF LEASE:** \_\_\_\_\_. If there is a delay in delivery of possession by Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning of the initial term, Tenant may void this agreement and have full refund of any deposit(s). Landlord shall not be liable for damages for the delay in possession.

**2. RENT:** Tenant agrees to pay the monthly rent amount of \$\_\_\_\_\_, payable to \_\_\_\_\_, plus any applicable sales tax and tourist tax if any as rent on the **1<sup>st</sup> day of each month** in advance without demand to: **TAMPA BAY PROPERTY EXPERTS, LLC 3853 NORTHDAL BLVD SUITE 167, TAMPA, FL 33624.** Phone number (813)495-2549. Emergency number (813)-970-8273. Rent must be received by Landlord or its designated agent on or before the due date to be considered paid. **It is highly recommended that tenant(s) use Zelle since it is electronically and instantly transferred. Mailing rent before the 5th is not considered "received" and rent must be received by the 5th to avoid the late fee. A late fee of 10% of the rental amount shall be due as additional rent if the Tenant fails to make rent payments on or before the close of the business on the 5<sup>th</sup> day of the month.** If payment is tendered after the close of business on the 5<sup>th</sup> day of the month, no personal checks will be accepted and payment must be in the form of money order, cashiers check or Zelle. Landlord has the right to refuse any payments which do not include late charges or any other charges owed. If Tenant's check is dishonored, all future payments must be made by money order or cashiers check; dishonored checks will be subject to the greater of 5% of the amount or a \_\_\_\_\_ charge as additional rent. Third party checks not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1<sup>st</sup> day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and LANDLORD had the right to demand that late payments shall only be in the form of money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. **All payments made shall first be applied by Landlord to any outstanding balances of any kind including late charges and/or any other charges due under this lease and demand will be made for unpaid rent balance.** All notices by Tenant to Landlord shall be sent to Landlord's address above by certified mail. Mailing the rent does not constitute payment. It must be received at Tenant's Initial's (\_\_\_\_\_) (\_\_\_\_\_) Landlord's Initials (\_\_\_\_\_) (\_\_\_\_\_)

the above address to be considered paid. Tenant(s) agrees that failure to pay late fees shall constitute a default under this lease and may subject Tenant(s) to immediate legal action or at the sole option of landlord or its agents, such late fees or any other accumulated charges may be deducted from the security deposit or any advance rents held by owner or agent upon move out.

**3. SECURITY DEPOSIT:** Landlord and/or Tenant (whichever applies) acknowledge and agree that, as escrow agent, will deposit the escrowed funds in a non-interest-bearing account with \_\_\_\_\_, a financial institution chosen by the OWNER and that the financial institution, OWNER or any of its related companies may obtain a direct or indirect benefit in connection with such deposit. Tenant agrees to all terms of the attached SECURITY DEPOSIT/ADVANCE RENT AGREEMENT.

**4. VACATING:** At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises leaving the premises in good, clean condition, ordinary wear and tear excepted. In the event garage door opener(s) are supplied, TENANT agrees that there will be a mandatory minimum charge of \_\_\_\_\_ if the opener(s) are not returned upon move out. The collection of these charges in no way restricts Landlord from making claim against any deposits for damages in excess of these amounts. Refund of any portion of these non-refundable charges is at the discretion of the Landlord.

**5. RENEWAL:** Lease renewals may be negotiated prior to lease termination date. Either party may terminate this agreement at the end of the term giving the other party thirty (30) days written notice prior to the end of the term, but if no written notice is given by either party, then the agreement will be extended on a month-to-month basis with all terms remaining the same until terminated by either party upon 15 days written notice. Failure of the Tenant to give written notice of intent to terminate by the first day of the last monthly rent period will obligate the tenant to a full month rent for the following full monthly period in addition to security deposit forfeiture. If TENANT fails to vacate after initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

**6. SUB-LET/ASSIGNMENT/HOLDOVER:** Tenant may not sub-let or assign this lease without the express written consent of Landlord. Tenant shall deliver possession of Premises in good order and repair to Landlord upon termination or expiration of this agreement. Double rent may be charged for any hold over period past termination date and eviction may be instituted.

**7. CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any government authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agents, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction, or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

**8. RIGHT OF ACCESS:** Landlord and its agent if any shall have right of access to enter the Premises during reasonable hours upon giving notice to Tenant by phone or posting on the Premises to inspect the

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Premises; make necessary or agreed repairs, decorations, alteration, or improvements; supply agreed upon services; or exhibit the Premises to prospective on actual purchasers, mortgagees, prospective tenants, workmen, or contractors. In case of emergency, Landlord and its agent if any at their discretion may enter at any time, without notice to Tenant, to protect life and prevent damage to Premises. Landlord may enter the Premises to place a "FOR RENT" or "FOR SALE" sign or show Premises at any time, Landlord or its agent if any will attempt to notify Tenant, but have no obligation to do so.

**9. VEHICLES:** Vehicle(s) must be currently licensed, owned by Tenant, registered, operational and properly parked. Tenant agrees to abide by all parking rules established now or in the future by the Landlord or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the Premises without Landlord's prior written approval. Tenant is not to repair or disassemble vehicles on the Premises. Vehicles not meeting the above requirements and additional rules of Landlord are unauthorized vehicles subject to being towed at Tenants expense. Parking on the grass is prohibited. Tenant agrees to indemnify Landlord for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of Tenant. Tenant agrees that only the following vehicle(s) will be parked on the Premises:

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**10. USE:** The Premises shall be used for residential purposes only, not for business including but not limited to any type of day care or child sitting service. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already approved. The Premises shall be used so as to comply with all state, county, and municipal laws and ordinances, and all rules and regulations of any homeowners/condominium association. Tenant shall not use or permit Premises to be used for any disorderly or unlawful purpose. In the event there are any chemicals, cleaning supplies, paint, or harmful or hazardous substances on the premises, Tenant(s) agree that they will promptly and safely dispose of same or use such items, if safe, at their own risk, holding the property owner and Tampa Bay Property Experts, its associates and employees harmless for any injuries, losses, expenses, or damages sustained.

**11. PROPERTY LOSS:** Landlord shall not be liable for damage to Tenant's property arising from any reason or cause whatsoever including but not limited to criminal acts, fire, storm, flood, rain or wind damage, acts or negligence of any person whomsoever, or from the bursting or leaking of water pipes. Tenant is strongly urged to obtain tenant insurance to protect household goods and personal effects as well as liability insurance and must carry insurance for any floatation bed used on the Premises. Proof of such insurance to be supplied to agent or owner when requested.

**12. PETS:** Tenant shall not keep any animal or pet(s) in or around the rental Premises or allow any pet to enter the Premises without Landlord's prior written approval and PET ADDENDUM signed by all parties. A minimum amount of \_\_\_\_\_ will be kept from the security deposit if the Tenant has pets on the Premises without the Landlord's written permission and Tenant will be in breach of this agreement.

**13. INDEMNIFICATION:** Tenant releases Landlord and its agent if any from liability for and agrees to indemnify Landlord and its agent if any against all losses incurred by Tenant as a result of (a) Tenant's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about the Premises to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any government authority; and (d) any judgement, lien, or other encumbrance filed against Premises as a result of Tenant's action or inaction.

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**DISPUTES AND LITIGATION:** In the event of a dispute concerning this tenancy or anything arising out of or created by this agreement; Tenant agrees that if the Premises are being managed by an agent for the record owner Tenant agrees to hold agent, its heirs, successors, employees and assigns harmless and shall look solely to the record owner of the Premises in the event of a legal dispute. Landlord and Tenant waives a jury trial in the event of a litigation over a dispute arising from this agreement.

**14. FAILURE TO ACT/REMEDIES CUMULATIVE:** Failure of Landlord to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of any violation. All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Tenant, Tenant shall pay to Landlord all expenses incurred in connection therewith, including but not limited to attorney's fees and cost.

**15. NOTICE:** Any notice required by this agreement shall be in writing and delivered in accordance with requirements under Chapter 83 of Florida Statutes unless special provisions are otherwise stipulated in another paragraph of this agreement. Tenant agrees to pay a \$25.00 service fee for any legal notices necessary because of noncompliance with rent payment schedule and other terms of the lease as additional rent.

**16. APPLIANCES INCLUDED:** Landlord shall furnish the following items as part of the rented Premises and will be responsible for repair or replacement if they fail to work for reasons not the result of Tenant abuse or neglect (**UNLESS IF REPAIR/MAINTNANCE IS THE TENANT'S RESPONSIBILITY AS PER PARAGRAPH 17**), namely: \_\_\_\_\_

**17. REPAIRS:** Tenant acknowledges that Tenant has inspected the Premises and accepts the condition AS IS with no warranties or promises express or implied. Tenant shall maintain the Premises in good, clean and tenable condition throughout the tenancy, keep all plumbing fixtures in good repair, use electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean sanitary manner. Landlord will make necessary repairs to Premises with reasonable promptness after receipt of written notice from Tenant to Landlord or its agent for major deficiencies which create unsafe or untenable conditions. Major repairs shall include plumbing leaks, heating/cooling system failure, provided and built in appliance failure or major structural defects. Tenant shall make or cause to be made at Tenant's expense all other minor repairs such as locks and keys, screen damage, broken windows, smoke alarm batteries, loose screws, bulb/fuse replacement and any garbage disposal (if provided) condition caused from misuse of the disposal. **Tenant shall be fully responsible for, and agrees to maintain and repair at Tenant's expense, the following:** \_\_\_\_\_.

If any damage, beyond normal wear and tear, is cause by Tenant or guest, Tenant to pay vendor at time of repair. Tenant must use vendors approved by Landlord or its agent. Tenant may not remodel or structurally change the Premises nor remove or add any fixture without written permission from Landlord or its agents. All service requests must be made through the property manager if any. Any services ordered directly by the Tenant without written authorization of Landlord will be at the Tenants expense. TENANT is responsible for all minor repairs, \_\_\_\_\_ or less after accepting the property. Any repair over \_\_\_\_\_ is the total responsibility of the Owner, unless caused by the TENANT's negligence, in which case would become the TENANTS total responsibility.

**18. LANDSCAPING/GROUNDS/POOL MAINTENANCE:** The \_\_\_\_\_ shall maintain any surrounding grounds, including lawns and shrubbery and keep the same clear of rubbish or weeds and edge, if such grounds are in a part of the Premises and are exclusively for the use of the Tenant. The Tenant agrees to irrigate the grounds and/or make sure sprinkler systems are operating properly if applicable and notify Landlord of any problems. With regard to maintenance of the pool if one exists,

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the parties agree as follows: \_\_\_\_\_ Shall maintain the pool by providing regular and periodic chemical treatment as may be necessary to maintain the pool in a clean and sanitary manner and provide regular cleaning of the pool and filter. \_\_\_\_\_ shall provide and pay for a professional pool service for the maintenance of the pool during the term of this lease. Pool chemicals to be purchased by \_\_\_\_\_. LANDLORD shall be responsible for the repair/replacement of any pool pump, filter, and heater equipment if applicable. **In the event the Tenant fails to properly maintain the grounds, and/or landscape and/or pool if applicable and required by this lease agreement, the Landlord shall provide written notice to the Tenant specifying the manner in which the Tenant has failed to comply with the provisions of this paragraph and the action required for compliance. If the Tenant fails to take remedial, appropriate action to cure the noncompliance within seven(7) days of written notice, the Landlord may, at his/her election, obtain yard service, and/or pool service if applicable and all expenses associated therewith shall be deemed additional rent and shall be payable with the next installment rent payment.**

**19. APPLICATION:** If Tenant has filled out a rental application, any misrepresentation made by the Tenant in same will be a breach of this agreement and Landlord may terminate the tenancy at the Landlord's opinion.

**20. RULES AND REGULATIONS:**

(a) Locks: tenant is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Premises without written permission of Landlord or its agent.

(b) Storage: No goods or materials of any kind which are combustible or would increase fire risk shall be taken or placed on the Premises. Storage shall be Tenant's risk and Landlord or its agent shall not be responsible for any loss or damage.

(c) Walls: No nails, wall anchors, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Premises.

(d) The Tenant is required to change Air conditioner filter(s) every month and if damage to system results from not changing filters, Tenant will be liable for any damage to the system.

**21. UTILITIES: Landlord is responsible for providing the following utilities only: \_\_\_\_\_.**

The Tenant agrees to pay all charges and deposits for all other utilities and Tenant agrees to have all accounts for utilities immediately placed in Tenant name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under the lease. If the utilities which Tenant is responsible for are still in Landlord's name at the time Tenant take occupancy, Tenant agrees that Landlord shall order such utilities to be terminated. In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, Tenant agrees and understands that Landlord and/or Agent shall not be required to replace, provide or pay for these removed services for Tenant. Tenant may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by Landlord or Agent nor shall it constitute a default under the lease. The failure of Tenant to retain and pay for essential services upon notice and demand by the Landlord or Agent shall constitute a material breach of the lease.

**22. PEST CONTROL:** Tenant is responsible for routine pest control for insects, rodents and other pests after the initial 30 days of the lease. Landlord is responsible for termites and wood destroying organisms. If Landlord must ask Tenant to vacate the Premises for extermination purposes, Landlord will

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rebate rent for the days Tenant is unable to occupy the Premises. If pets are permitted, Tenant agrees to have Premises treated for ticks and fleas by a professional exterminator at Tenant's expense upon termination of this agreement.

**23. DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT's violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT's failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent as it becomes due and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company.

**24. MANAGEMENT:** Tenant agrees that \_\_\_\_\_ is currently managing the property. In the event the record OWNER manages the property now or at any future date, Tenant agrees that Tampa Bay Property Experts, its agents, successors and assigns will not be responsible for any management or maintenance of the property and Tenant shall look solely to the OWNER, deal directly with the OWNER and hold Tampa Bay Property Experts, its agents, successors and assigns harmless in the event of any maintenance requests, problems, litigation or disputes arising out of the tenancy or any deposits.

**25. AGENCY:** The parties acknowledge that Tampa Bay Property Experts currently represents the record owner only and Brokers services are paid for by the record owner. If Tenant and the record owner should enter into a contract for sale of the leased property, Broker will act as a Transaction Broker to facilitate the sale. **TENANT understands and agrees that should TENANT purchase the property hereby leased during the term hereof or any renewal term or within 180 days from the expiration of either, LANDLORD will pay a sales commission to Keller Williams in an amount equal to six percent (6%) of the gross sales price.**

**26. RADON GAS:** Radon Gas 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 building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. "Broker makes no representation about the existence of radon gas on the subject Premises."

**27. HAZARDOUS MATERIALS:** It is unknown if there are hazardous materials present that affect the Premises. Broker does not have the technical expertise to make any such determinations or to advise you concerning these matters. Examples of hazardous substances in the home can include cleaning chemicals, paint, Chinese/defective drywall, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Examples of hazardous substances outside the home include those found in contaminated land water, landfills and other disposal sites, and industrial air and water emissions. Although still relatively uncommon, some of the more common

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hazardous substances are asbestos, ground water contamination, lead based paint, urea formaldehyde foam insulation (UFO) and radon gas. Generally, additional information pertaining to these and other substances is available from the U.S. Environmental Protection Agency or the Florida Department of Health and Rehabilitation Services. Any property built prior to 1978 may contain a lead paint hazard.

**28. ABANDONED PROPERTY: 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.**

**29. WATER QUALITY: LANDLORD and/or its AGENT have made no representations as to the taste, quality, drinkability or usability of the water whether it be by well or city/county water. Tenants agree that they are accepting the water as is and agree that no rent set offs or abatements may be taken if the water is or becomes undesirable or unusable.**

**30. No trampolines, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.**

**31. SPECIAL STIPULATIONS: In the event of a freeze, Tenant is responsible to protect any well lines, if applicable, as weather demands.** Tenant(s) agree that if smoking is permitted on the premises and the premises are damaged in any way due to smoke, Tenant(s) agree that they will be fully responsible for eradication of smoke-related odors and/or repair of damage due to smoke. Tenant agrees that smoke related damages should in no way be considered ordinary wear and tear. **SMOKING IS NOT PERMITTED AT ANY TIME IN THE RENTAL UNIT OR THE LANAI/BALCONY AREAS IF APPLICABLE.**

**32. SAFETY OF PERSON/PROPERTY:** Tenant acknowledges that certain conditions may exist in or about the rental property that may create risk of personal injury or property damage. Some otherwise normal conditions may pose a particular risk to children. Some examples may include a pool or body of water that does not have a protective barrier, cabinets and electrical outlets that are not child-proof, window treatment cords, and a staircase or other elevated surface. Tenant acknowledges that it is Tenants sole responsibility to identify any such conditions and take proper safety and protective measures to protect Tenant and Tenants invitees and their property from loss or injury. Tenant agrees to defend, indemnify and hold harmless Landlord and Broker from any claims or losses (including personal injury) by Tenant or Tenants invitees in any way arising out of or relating to these or any similar type conditions.

**33. ENTIRE AGREEMENT:** This agreement and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. All Tenants acknowledge that they are each jointly and severally responsible for performance of all covenants, terms and conditions of this lease. Landlord and Tenant certify that they have read and agree to the covenants, terms and conditions of this lease.

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**SIGNATURE PAGE**

**ACCEPTANCE BY FACSIMILE SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT.**

_____	TENANT	_____	OWNER
_____	WITNESS	_____	WITNESS
_____	WITNESS	_____	WITNESS

\_\_\_\_\_ TENANT  
 \_\_\_\_\_ WITNESS  
 \_\_\_\_\_ WITNESS

WITNESSES ARE NECESSARY IF LEASE IS OVER ONE YEAR

**OCCUPANCY PRIOR TO FULL LEASE EXECUTION:** In the event Tenant takes occupancy prior to this agreement being signed by all persons on this signature page, Tenant agrees that the tenancy created is MONTH TO MONTH ONLY until or unless all parties execute this agreement.

Tenant acknowledges and agrees to the SECURITY DEPOSIT/ADVANCE RENT AGREEMENT attached.

Tenant acknowledges that they have been provided with all condominium/homeowners association rules and regulations if applicable.

Tenant acknowledges (initial) \_\_\_\_\_ that Tenant has received the pamphlet Protect Your Family from Lead in Your Home if the property was built before 1978 and has been given any Landlord disclosure regarding known lead-based paint hazards.

AGENT NAME: \_\_\_\_\_

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## SECURITY DEPOSIT/ADVANCE RENT AGREEMENT

Tenant has been notified that their security deposit, pet deposit, and/or advance rent is being held for their account in a Florida Banking institution and have been notified in writing as the location of the bank and type of account.

The funds are not to be used as rent by the Tenant, but may be applied by the Landlord to any amount due under the terms of lease or Florida law after the Tenant vacates the Premises and only after proper notice to the Tenant as required by law.

The agent currently representing the record owner is, Tampa Bay Property Experts, and its employees, agents, assigns, successors, and heirs have no interest in the security funds and if it is necessary to make a claim on such funds, said claim is being made by Agent as agent for the record owner.

In the event that dispute arises over a claim or claims to the funds held, and the dispute cannot be resolved between the parties, Tenant shall hold Agent, its employees, agents, successors and heirs harmless and in the event of any litigation will look solely to the record owner. In the event the record owner or Agent shall terminate their property management agreement, or the property management account is transferred to another company or to the record owner, the funds held may be transferred to that company or owner managing the property and Tenant shall again be notified as to the Florida Banking institution, location and type of account.

**FS 83.49** (3) (a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the TENANT written notice by certified mail to the TENANT last know mailing address of his intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit. Your objection must be sent to (landlord's address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

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

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

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

### **The return of any deposits is conditioned upon the following:**

- A. Full term of the Rental Agreement has expired and all provisions therein complied with.
- B. No damage to Premises, and Premises is in the same condition as date of move-in.
- C. Entire Premises, including but not limited to range, refrigerator, bathroom, closets and cabinets are clean, all debris and trash removed and placed in proper containers, the carpet vacuumed, and all surface floors cleaned.
- D. No unpaid late charges, outstanding pet charges, delinquent rents, or any changes under the terms of the lease and/or attachments are outstanding. **NOTE: Any unpaid amounts even if they have accumulated during the term of the lease may be deducted from any of Tenant(s) funds held.**

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- E. Tenant has occupied Premises for at least the Rental Agreement period and completely vacated same.
- F. Forwarding address given in person or by certified mail to Landlord and all keys turned over to Landlord.
- G. Written notice of the Tenant's intent to vacate the Premises and not renew the Rental Agreement is sent via certified mail to the Landlord a full 30 days prior to vacating the rental Premises.
- H. Any property belonging to the Owner including but not limited to pool passes, keys, access keys, gate openers etc. must be returned.
- I. Tenant must provide proof of a final payment of all utilities.
- J. Tenant to provide proof of professional extermination for ticks and fleas if pet was allowed on the Premises.

If any of the above conditions are not complied with, a claim will be imposed upon the funds held including but not limited to any pet or other deposits. All deposits refunded will be sent to the Tenant's forwarding address within 15 days of the Tenant vacating the premises and complying with all the terms of this agreement unless the Landlord imposes a claim on a said security deposit. The refund check will be one check only made payable to the individuals whose names appear as signing residents on the lease. No refund checks may be picked up in person.

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## DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802)).
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall **not engage in any act intended to facilitate criminal activity**, including drug related criminal activity, on, near, or within sight of premises.
3. Resident or member of the household **will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

Tenant's Initial's (\_\_\_\_) (\_\_\_\_) Landlord's Initials (\_\_\_\_) (\_\_\_\_)

## SMOKE DETECTOR & FIRE EXTINGUISHER AGREEMENT

I (we) do hereby acknowledge receipt of \_\_\_\_ smoke detection devices and \_\_\_\_ fire extinguisher(s) in good working condition and properly installed.

**REPAIR.** I (We) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent of any defect in writing.

**MAINTENANCE.** I (We) agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.

**REPLACEMENT.** I (We) agree to reimburse owner or agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guests or invitees.

**DISCLAIMER.**

I (We) acknowledge and agree that owner or agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s)  
I (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s),  
Regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by:

- (1) My failure to regularly test the smoke detector(s) and/or fire extinguisher(s):
- (2) My failure to notify owner or agent of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher(s):
- (3) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or
- (4) false alarms produced by the smoke detector(s).

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

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DATE

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DATE

\_\_\_\_\_  
TENANT

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DATE

Tenant's Initial's (\_\_\_\_\_) (\_\_\_\_\_) Landlord's Initials (\_\_\_\_\_) (\_\_\_\_\_)

## MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN \_\_\_\_\_ (OWNER OR AGENT) AND \_\_\_\_\_ (TENANTS) FOR THE PREMISES LOCATED AT \_\_\_\_\_

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. **CLIMATE CONTROL:** Tenant(s) agree to use all air conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. **OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.**

### TENANT(S) AGREE TO:

- \*KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- \*USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- \*KEEP CLOSET DOORS AJAR
- \*AVOID EXCESSIVE INDOOR PLANTS
- \*USE EXHAUST FANS WHEN BATHING/ SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- \*USE CEILING FANS IF PRESENT
- \*WATER ALL INDOOR PLANTS OUTDOORS
- \*WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- \*WIPE DOWN ANY VANITIES/SINK TOPS
- \*AVOID AIR DRYING DISHES
- \*NOT DRY CLOTHES BY HANG DRYING INDOORS
- \*REGULARLY EMPTY DEHUMIDIFIER IF USED
- \*OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- \*WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- \*HANG SHOWER CURTAINS WITHIN BATH WHEN SHOWERING
- \*SECURELY CLOSE SHOWER DOORS IF PRESENT
- \*LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- \*WIPE DOWN WINDOWS AND SILLS IF MOISTURE IS PRESENT
- \*USE DRYER IF PRESENT FOR WET TOWELS
- \*USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- \*REMOVE ANY MOLDY OR ROTTING FOOD
- \*REMOVE GARBAGE REGULARLY
- \*WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- \*INSPECT FOR LEAKS UNDER SINKS
- \*CHECK ALL WASHER HOSES IF APPLICABLE

Tenant's Initial's (\_\_\_\_) (\_\_\_\_) Landlord's Initials (\_\_\_\_) (\_\_\_\_)

**TENANT TO NOTIFY LANDLORD IF:**

\*VISIBLE OR SUSPECTED MOLD

\*ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES

\*LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE

\*PLANT WATERING OVERFLOWS

\*SHOWER/BATH/SINK/TOILET OVERFLOWS

\*LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS

\*MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS

\*MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES

\*LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

\*ANY AND ALL MOISTURE AND MUSTY ODORS

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(s) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(s) at law or in equity and TENANT(s) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(s) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(s) failure to comply with the terms of this Addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(s) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold and/or agents negligence.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
OWNER

Tenant's Initial's (\_\_\_\_) (\_\_\_\_) Landlord's Initials (\_\_\_\_) (\_\_\_\_)

