

# HOMESTEAD REALTY

## RESIDENTIAL LEASE

- PARTIES:** The parties to this lease are:  
**The OWNER(s)**, hereinafter referred to as the **LANDLORD**, (represented by **HOMESTEAD REALTY, Inc.**), and the **TENANT(s)**: \_\_\_\_\_, hereinafter referred to as the **TENANT**.
- PROPERTY:** The LANDLORD rents to the TENANT and the TENANT rents from the LANDLORD the following property:  
Full Legal Postal Address: \_\_\_\_\_ in the County of \_\_\_\_\_.
- TERM:** The primary term (also referred to as the initial term) begins and terminates as follows:  
Beginning date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- RENT:** The rental for the PROPERTY is \$ \_\_\_\_\_ per month, plus \$ \_\_\_\_\_ prorated rent for the current month, for a total primary Lease sum of \_\_\_\_\_. Prorated rent is calculated as follows: monthly rent, divided by number of days in the month, times the number of days early occupancy, equals prorated initial rent due (rounded **UP** to next dollar). Upon execution of this agreement, the TENANT shall now be liable to pay the full rent and all other charges required to be paid under this agreement.
- SECURITY DEPOSIT:** On or before the execution of this agreement, the TENANT agrees to pay a security deposit in the amount of \_\_\_\_\_ for the prompt payment of the rent and other amounts due or which may become due hereunder, and the performance of all agreements of the TENANT contained herein. Such deposit is to be refunded to the TENANT upon his vacancy from the premises at the expiration of this Lease, or any renewal period thereof, within a **fifteen (15) day** period or, upon such a case of a deposit claim, a letter of itemized damages or claims must be sent to the TENANT by the LANDLORD within a **thirty (30) day** period, and, after there have been deducted any and all rental charges and any and all other charges considered to be additionally due to the LANDLORD, under the terms hereof, the then remaining balance will be returned. **NOTE: The security deposit cannot be used as the last month's rent!**

In the event the sums due hereunder by the TENANT to the LANDLORD exceed the security deposit, for repairs aforesaid or under any provisions hereof, then the TENANT agrees to pay the additional sums due over and above said security deposit to the LANDLORD within **fifteen (15) days** after notification of such sums due to the LANDLORD.

In the event of a bonafide sale, subject to this Lease, the 'old' LANDLORD shall have the right to transfer such security deposit to the purchaser(s) for the benefit of the TENANT, and the 'old' LANDLORD shall be considered, and will thereby be, released by the TENANT from all liability for the return of the deposit and for the performance or obligations herein.

The TENANT's security deposit will be held in an interest bearing escrow account in Regions Bank. Florida Law allows for the TENANT to be paid 75% of the interest earned on the TENANT'(s) monies held in escrow. This interest is received by Homestead Realty, Inc. If you choose to have your apportionment of the interest returned to you, Homestead Realty, Inc. must initiate an appropriate accounting procedure to keep track of your share of the interest. There is a **one-time \$100.00 fee** charged to set up and execute this procedure. Please indicate your preference by initialing the appropriate area below:

I **WAIVE** my claim to any interest \_\_\_\_\_

I **WANT MY SHARE** of the interest \_\_\_\_\_

TENANT Initials: \_\_\_\_\_

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6. **OCCUPANCY:** The premises shall only be used as a single family residence and occupied only by the TENANT and the following persons: \_\_\_\_\_

The TENANT shall notify the LANDLORD of any anticipated extended absence of **TEN (10)** days or more not later than the first day of said absence. Also, the TENANT shall not allow any additional occupants, not listed above, to legally reside in the premises for more than **TEN (10)** days without the additional party being **approved by the LANDLORD**. Failure to comply with either part of this provision shall be deemed to constitute **TENANT'S DEFAULT**, and, at the LANDLORD's option, thereby subject to immediate termination of this agreement.

The LANDLORD and the LANDLORD's Agent are not responsible to the TENANT, to the TENANT's guests, to the TENANT's family and/or to any other Occupants of the property for any damages, injuries or losses arising from any inappropriate action(s) of the TENANT and/or any of the other Occupants of the property and/or any third party, whether known or unknown by the TENANT, who causes damages or injury to the property or to any of its Occupants.

7. **PERSONAL PROPERTY INCLUDED:** The LANDLORD shall furnish the following items as part of the rental premises:

Stove: **yes/no** Refrigerator: **yes/no** Microwave: **yes/no** Dishwasher: **yes/no** Disposal: **yes/no**  
Washer: **yes/no** Dryer: **yes/no** Ceiling fans: # \_\_\_ Gate remotes: # \_\_\_ Garage remotes: # \_\_\_  
Pool keys: # \_\_\_ Tennis keys: # \_\_\_ Gate card: # \_\_\_ Alarm code: ..... Fire Extinguishers: # \_\_\_  
Front Door keys: # \_\_\_ Back Door keys: # \_\_\_ Garage keys: # \_\_\_ Mailbox keys: # \_\_\_ Other keys: # \_\_\_

Note: Failure to return **all keys and cards** will result in a **\$25.00 charge for each item not returned**.

8. **UTILITY-TYPE SERVICES:** The **TENANT** shall be responsible for the payment of all utility services including, but not limited to, electric, water, gas, propane, cable, telephone or any other utility-type service the TENANT desires.
- 8a. In the event a Condo Association or a Homeowners' Association is currently providing **ANY SERVICES** to the property, such as, **but not limited to**, cable, satellite TV, alarm monitoring, internet, water, gas, sewer, trash service, pest control, security gates, guards, patrols, etc., and the Association decides that any or all of these services will no longer be provided, then the TENANT agrees and understands that the LANDLORD and/or the LANDLORD's AGENT **shall not be required** to replace, provide or pay for these removed services for the TENANT. The TENANT may **opt** to pay for non-essential services, but **shall be required** to pay for essential services including, but not limited to, gas, water, sewer and trash service 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 the LANDLORD or AGENT, nor shall it constitute a LANDLORD DEFAULT under this Agreement. The failure of the TENANT to retain and pay for essential services upon Notice and Demand by the LANDLORD or AGENT shall constitute a material breach of this Agreement and shall result in TENANT DEFAULT.
9. **LAWN & SHRUBBERY:** If applicable, the **TENANT** agrees to keep the exterior of the premises in a neat, clean and safe condition by **COMPLETELY** maintaining lawn and shrubbery, including weed control, fertilizing and pest control and by completely providing cutting, trimming and edging of the lawn, shrubs and trees no taller than **fifteen (15) feet**. Also, the **TENANT** will be responsible to **appropriately water the lawn and shrubs**.
10. **POOL MAINTENANCE:** If applicable, the **TENANT** agrees to maintain the pool and its surrounding area, including, but not limited to, cool decking, screening and mechanical equipment. This includes appropriate cleaning, vacuuming, filtering maintenance/replacement and chemical control. The **TENANT** also agrees to repair any minor screen damage (\$75.00 or less) for all screening in and around pool area.
11. **EXTERMINATION:** The **TENANT** is responsible for **all** extermination of insects, varmints and/or vermin **excluding** termites.
12. **PETS.** The TENANT shall keep # \_\_\_ pets. For the purpose of this agreement, pets are defined to include, but not be limited to, the following: Dogs Cats Reptiles Rodents Birds Farm-type animals  
Fish (30 gallon+ tank) Insects (considered as 1 pet) Any other mammal

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There is a non-refundable fee for each pet. This fee is paid for the “privilege” of having a pet and is not considered as a prepayment for any other purpose. If any **additional** pets/animals of any description are found on or about the premises without specific permission from the LANDLORD, then the TENANT agrees to pay to the LANDLORD a (an additional) pet fee of **\$10.00 per day per pet/animal** for each day from the beginning of the Lease period through to the current date. If LANDLORD agrees, then the \$10.00/day fee may be waived in lieu of an additional, non-refundable pet fee of **\$250.00** per pet/animal. Failure to pay either of the aforementioned will be considered a breach of this agreement and the TENANT will be in DEFAULT.

Further, TENANT warrants that any and all pets, on or about the premises, will be **appropriately secured** and will not be allowed to ‘run free’. And, further, that pets **will not be allowed to cause damage** beyond what is considered normal wear and tear. TENANT further agrees to fully indemnify the Owner and his Agents for any damages arising out of injury to another by the pet(s). As above, the failure of TENANT to adhere to these restrictions will result in DEFAULT.

13. **POSSESSION:** The LANDLORD shall not be liable for the failure to deliver possession of the premises at the time stipulated herein, nor shall such failure excuse the TENANT's obligations hereunder, except that, in the event of delay, the rent herein stipulated to be paid shall be prorated accordingly and the rental period will be adjusted accordingly. If possession cannot be delivered within 30 days of the original specified time, then the LANDLORD or the TENANT may consider this agreement to be void without any obligation or liability to the LANDLORD or to the TENANT for expenses caused by such delay or termination.
14. **CONDITION OF PREMISES:** Taking possession of the premises by the TENANT shall be **inclusive evidence** that the premises are suited for the use intended and that the included equipment and fixtures were in good, clean working order, condition and repair. Upon accepting possession of the premises, the TENANT will have **THREE (3) days** to report any previously overlooked items in need of repair or maintenance; failing to do so within the 3-day period **constitutes full acceptance of the premises and its contents as-is**. Further, no promises have been made by LANDLORD to alter or improve the premises unless specified in writing by the LANDLORD in the **”Additional covenants and/or restrictions”** paragraph of this agreement.
15. **PROPERTY MANAGER:** For the purpose of this Lease and application, HOMESTEAD REALTY, Inc., and/or its agents, shall currently represent the OWNER of said property and shall have all rights mentioned in this Lease as the representative of the LANDLORD. This does not negate any of the property OWNER's rights.

The Owner can, at his option, assume management of this property from Homestead Realty, Inc. If the Owner chooses to do so, then all covenants and terms of this Lease shall inure to the Owner as the LANDLORD, and Homestead Realty, Inc. will **immediately** be released from any further obligation and liability under this Lease. The TENANT will be notified in writing of this occurrence and appropriate contact will be made with the OWNER to modify the appropriate sections of this Lease so as to allow the transition to the “new” management.

16. **RENTAL PAYMENT:** Rental payment is due, without demand, deduction or offset, on or before the **1st day of each month** at the address of **14115 TOWN LOOP BLVD., Suite 300, ORLANDO, FL 32837**. Payment may be made in the form of a first-party personal check, bank check, or money order. **A full late fee will automatically be charged** if full payment of rent is not received **on or before 5:00 PM on the 3<sup>rd</sup> day of the month, regardless of the occurrence of the 3<sup>rd</sup> day**. Weekends, holidays, mail delays and/or office closures **DO NOT EXCUSE** the TENANT's obligation for timely payments.

Any payment delivered to HOMESTEAD REALTY, Inc. **AFTER 5:00PM** on any day shall be deemed to have been delivered **on the next day**. In the event of a returned check or non-full-payment, the LANDLORD **may require** all payments thereafter to be made in certified funds. Returned checks **cannot** be redeposited and will be assessed a Returned Check Charge, for each such occurrence, of **\$50.00 (FIFTY-DOLLARS)**. **THERE IS A 24/7 DROP-BOX LOCATED IN FRONT OF THE OFFICE!**

17. **DELINQUENT PAYMENT OF RENT:** The acceptance by the LANDLORD of rental payments after the due date of any month shall not be construed as a waiver of the LANDLORD's right to demand timely performance of this Lease. Receipt by the LANDLORD of less than the full amount of rent shall not affect the LANDLORD's right to terminate this Lease for non-payment of rent. The payment of rent **AFTER the 3<sup>rd</sup> DAY** of the month shall be subject to an immediate **8% LATE CHARGE and a \$25.00 “3-Day-Late-Notice” delivery charge** and, also, shall be subject to the LANDLORD's right to **TERMINATE** this Lease prior to any future acceptance of rental payments.

**NOTE:** All late rent charges, returned-check charges, late-notice delivery charges, unpaid Security Deposits, unpaid TENANT repair charges, unpaid legal fees and any and all other unpaid TENANT monetary indebtedness will **immediately** be considered to be **additional unpaid rent** and subject to the LANDLORD's right to terminate this Lease for delinquent payment of rent.

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18. **METHOD OF PAYMENT:** All payments must be made using one of the following types:

Cashier's check or Certified check or Bank check or Money Order or First-Party Personal check

**NO CASH WILL BE ACCEPTED FOR PAYMENT!**

NOTE: No post-dated checks can be tendered. If you post-date a check, **we must deposit it on the day of receipt.**

19. **APPLICATION:** The statements and representations made by the TENANT on the application submitted in connection with this Lease are hereby incorporated into this Lease by reference. Should any of the statements or representations be **false or inaccurate or misleading**, the TENANT, at the LANDLORD'S option, may be deemed to be in DEFAULT of this Lease.
20. **SUBLETTING OR ASSIGNMENT.** The TENANT shall not sublet the premises nor any part thereof nor assign this Lease to another party without written permission from the LANDLORD. To do so will be considered TENANT DEFAULT.
21. **APPLICATION OF FUNDS:** Regardless of any notation on a check or of any other type of TENANT's desire to allocate or apply a payment, or portion thereof, in a specific manner, payments will each be applied in the following order, earliest to current:
1. unpaid notice delivery charges
  2. unpaid late fees
  3. unpaid return-check charges
  4. unpaid legal fees
  5. unpaid pet fee(s) due
  6. unpaid security deposit(s) due
  7. unpaid TENANT repair charges
  8. unpaid rent, from oldest due to current unpaid rent
22. **PROPERTY INSURANCE:** The LANDLORD and the TENANT shall each be responsible to maintain appropriate insurance coverage for their respective interests in the premises and the property located on the premises. The LANDLORD's insurance **does not cover** the property belonging to the TENANT or any of the responsibilities belonging to the TENANT.
23. **AIR CONDITIONER:** All air conditioning systems have a filter system and a drain system. It is the TENANT's responsibility to **maintain, clean and/or change the filter on a MONTHLY basis and to assure that the drain system does not become clogged.** Any damages or repair bills caused, either directly or indirectly, by the failure of the TENANT to properly maintain the A/C filter system and/or the A/C drain system will be **completely paid for by the TENANT.**
24. **ALTERATION, ADDITION, FIXTURES, APPLIANCES, PLUMBING:** The TENANT shall make no alterations or additions nor install nor maintain in or about the premises, interior or exterior, any major appliances or devices of any kind without, **in each case, the written consent of the LANDLORD.** All alterations, additions and fixtures by the TENANT, shall remain a part of the premises, unless the LANDLORD otherwise elects, in which case the premises must be returned to its original, Lease commencement condition.
25. **REPAIRS:** The TENANT is responsible to **promptly** notify the LANDLORD of any and all repairs or potential repairs needed, regardless of cause and/or extent. The LANDLORD is responsible for all repairs caused by normal wear and tear and non-TENANT-negligent mechanical failure **exceeding \$75.00 in cost.** The TENANT is responsible for **all other repairs and/or other costs associated with having a Vendor go to the property.** The TENANT is also responsible for **any and all repairs and/or Vendor charges** which do not exceed \$75.00, no matter the cause. In the event that the repair would have cost less than \$75.00, but failure to repair led to **subsequent damage** exceeding that amount, the TENANT is responsible for the **full cost** of said repair and subsequent damages. In the event that the TENANT **fails to report any needed repair or damage** within **TWO (2)** days of occurrence, then the TENANT will be responsible for the **full cost** of any subsequent repair and/or subsequent damage, injury or death caused by the failure to initially report the problem. If any repairs exceeding \$75.00 are done WITHOUT the LANDLORD's permission and/or supervision, then, at the LANDLORD's option, the cost of said repairs will be **totally** borne by the TENANT, regardless of the type or extent of the repairs.

The toilets and other water and sewer apparatus and fixtures shall not be used for purposes other than for which they were intended. No sweepings, rags, disposable diapers, sanitary napkins or other improper articles shall be discarded therein. The cost of repairing any damage resulting from misuse or neglect by the TENANT shall be borne **COMPLETELY** by the TENANT. The

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LANDLORD reserves the right to select repair person(s) to repair all damages.

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The LANDLORD reserves the right to perform periodic inspections of the property. Appropriate notice will be given for such inspection, usually at least 24 hours. Failure to allow such inspections will result in TENANT DEFAULT. If an inspection uncovers problems including, but not limited to, unreported pets, unreported additional occupants, unreported needed repairs, damages beyond normal wear-and-tear, observance of any situation that is in violation of the lease, etc., then the TENANT may receive a 7-DAY NOTICE TO CURE (that is, to correct the situation). Failure to CURE will result in TENANT DEFAULT.

26. **PARKING:** The TENANT shall not keep, nor allowed to be kept, more than **FOUR (4)** operative vehicles on or about the premises. No inoperative vehicle, nor any unregistered vehicle, nor any improperly registered vehicle, nor any vehicle with more than 2 axles, nor any commercial vehicle, nor any commercially designated vehicle, may be parked on or about the premises. No vehicles may be parked on other than authorized areas. If there is an H.O.A., all parking must be in accordance with their restrictions. In accordance with any applicable municipal law, the LANDLORD may cause to be removed, **at the TENANT's expense**, any vehicle parked in violation of the aforementioned parking 'rules'.
27. **DANGEROUS MATERIALS:** The TENANT shall not keep nor have on the premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the premises, or that might be considered hazardous by a responsible insurance company, unless prior written consent is obtained from the LANDLORD and proof of adequate insurance protection is provided by the TENANT to the LANDLORD.

You may find ONE (1) active fire extinguisher in your rental unit. This is to be used for fire emergencies only. It is your obligation to assure that the fire extinguisher is always functional. Periodically check the fire extinguisher to assure that it is still in working condition; if it isn't, you must notify the LANDLORD immediately. Failure to do so will result in TENANT DEFAULT. It is expressly understood and agreed upon that the LANDLORD of said premises (or his AGENT and employees) shall not be liable for any damages or loss sustained by TENANT as a result of use, misuse or non-use of a fire extinguisher.

28. **FIRE AND CASUALTY:** If the premises becomes untenable by reason of fire, explosion or other casualty, the LANDLORD may at his option, terminate this Lease **OR** repair the premises within **THIRTY (30)** days. If the LANDLORD does not repair the premises within this time, or if the building is wholly destroyed, the TERM herein created shall cease. If the LANDLORD elects to repair the premises, the rent shall be abated from the date of the fire, explosion or other casualty to the date of reoccupancy, provided that, during the period of repairs, the TENANT has vacated the premises and removed the TENANT's possessions, if required to do so by the LANDLORD.

The date of reoccupancy shall be the date of notice to the TENANT that the premises are ready for re-occupancy. No rights of storage are given by this agreement. The LANDLORD shall not be liable for any loss of property by fire, theft, breakage, burglary or otherwise, nor for any accidental damage to persons or property in or about the rented premises or building. It is expressly understood and agreed upon that the LANDLORD of said premises (or his AGENT) shall not be liable for any damages or loss sustained by the TENANT or any other occupants, visitors or anyone on the premises at the time of the casualty occurrence.

29. **ACCESS BY the LANDLORD TO PREMISES:** Subject to the TENANT's consent (which shall not be unreasonably withheld), the LANDLORD and/or his representatives shall have the right to enter the premises any day between the hours of 7:30AM to 8:00PM to make inspections, provide necessary services/repairs, or show the unit to prospective buyers, mortgagees, prospective Tenants and/or workmen. The LANDLORD will attempt to provide **at least 12 hours notice** for this. As provided by law, in case of emergency, the LANDLORD may enter the premises without the TENANT's consent. The LANDLORD shall have **IMMEDIATE ACCESS TO and IMMEDIATE CONTROL OVER the ABANDONED or PERMANENTLY VACATED** premises, once abandonment or permanent vacancy has been reasonably determined to have occurred. If pre-arranged access is granted to the LANDLORD and any of its Assigns and, at expected time of access, if access is denied or otherwise precluded because of the actions of the TENANT, then there will be a **\$100 penalty charged to the TENANT** and it will immediately become due and payable. Non-payment leads to DEFAULT.

30. **HOLDING OVER:** If the TENANT holds over and continues in possession of the premises, or any part thereof, after the expiration of the Lease without the LANDLORD'S written permission, the LANDLORD may recover **double the amount** of the rent due for each day the TENANT holds over and does not surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the Lease by fifteen (15) and rounding up to the next dollar. The TENANT is considered to still be in occupancy of the property until the TENANT has permanently vacated the premises **AND** has turned over to the LANDLORD all keys, garage door openers, gate cards, gate openers, etc. Failure to turn these items over to the LANDLORD will constitute

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continued occupancy and any and all appropriate charges will continue to be generated, accrued and applied, with all terms and conditions of the Lease in force.

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31. **LEASE RENEWAL/CANCELLATION:** It is agreed that unless the LANDLORD gives the TENANT or the TENANT gives the LANDLORD **written notice** of intention to terminate this Lease at least **thirty days prior** to the end of the original term, or any renewal term, of this Lease, then this Lease shall automatically renew itself from month-to-month, with the end of the month being the end of any renewal term; either party will then have the right of 30-day notice to be effective from the 1<sup>st</sup> day of the month following the date of said notice thru to the end of that month. If, however, notice is given on the 1<sup>st</sup>, then the lease will be considered to terminate on the end of that month, as opposed to the following month. If no appropriate, written notice is given by the Tenant, then the Tenant will be considered to be in DEFAULT, immediately forfeiting any security deposit.
32. **EARLY TERMINATION:** If, for any reason, the TENANT terminates this Lease before the expiration date or any renewal period thereof, the Security Deposit will be **IMMEDIATELY** forfeited to the LANDLORD. Liquidated Damages or the remaining Lease rent will be **immediately** due and payable and all other rights of the LANDLORD shall remain in force.
33. **ABANDONED PROPERTY:** A property is considered to have been abandoned when the following conditions have occurred:
- If, in the reasonable judgment of the LANDLORD, the property has been determined to have been permanently vacated.
  - There has been no contact made by the TENANT to the LANDLORD during the immediately preceding 15 day period.
  - All attempts by the LANDLORD to contact the TENANT during the immediately preceding 15-day period have failed.
  - The LANDLORD has delivered written notice(s) to the TENANT or to the Premises and these notices have not been responded to in the time frame required by the notice(s).

If abandonment has been determined to have occurred, the Lease shall **immediately** be deemed to have been breached, the TENANT will be considered in DEFAULT and this Lease will have been terminated. Further, the security deposit will be **immediately** forfeited to the LANDLORD, the remaining Lease rent will be **immediately** due and payable and all rights of the LANDLORD shall remain in force.

Any and all property of the TENANT which may have been left in or about the premises after the termination of this Lease shall also **immediately** be considered to have been abandoned and may be removed by the LANDLORD at the risk and expense of the TENANT. The LANDLORD shall, in no event, be held liable or responsible for property left in or on the premises. The LANDLORD will be under no obligation to provide storage for abandoned property.

By signing this rental agreement, the TENANT hereby consents that, upon surrender, abandonment or recovery of the property due to the death of the last remaining Tenant, as provided under Chapter 83, Florida Statutes, the Landlord shall not be liable nor responsible for storage or disposition of the Tenant's personal property; further, the Landlord may sell any or all of the abandoned property and use the proceeds to offset any monies owed by the TENANT.

34. **TERMINATION OF TENANCY:** The LANDLORD reserves the right to terminate this tenancy and the TENANT agrees to immediately vacate these premises in the event that LANDLORD, in his sole judgment, feels that the dwelling is no longer legitimately tenable. Under such circumstance, and with such written notice, the TENANT agrees to vacate within 3 calendar days of such written notice. Upon such vacancy, the TENANT will receive back the full security deposit less any TENANT-caused damage and any other Tenant unpaid charges that exist at time of vacancy.
35. **NOTICE:** All notifications by the LANDLORD to the TENANT and all notifications of the TENANT to the LANDLORD should be done in writing. Service of any notice required by law or otherwise agreed to be given herein shall be sufficient if hand delivered and/or sent by certified or registered mail. Seven (7) day Notices to Cure will be considered delivered as above and also if mailed 1<sup>st</sup> class. **NOTE: There will be a \$25.00 delivery charge for each and every hand-delivered document. This charge will then be considered as late rent if not paid on a timely basis as defined herein.**
36. **SEVERABILITY:** If any violation of this Lease is found to have occurred, with such violation incurring additional expense by the LANDLORD or TENANT, then the responsible TENANTS will be jointly and severally liable for such expenses. That is, all the parties who signed the Lease as tenants are **JOINTLY and SEVERALLY LIABLE** for all terms and conditions of the Lease. That means that **EACH** person is responsible to the fullest extent of the Lease. One party **IS NOT** proportionately responsible for any of the Lease.

The LANDLORD will treat **ALL PARTIES** to the Lease as one entity; that is, **ONE** rent is expected to be paid monthly, all

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parties will be treated uniformly, even if only one party breaches some or all of the Lease and any security deposit refund will be made to **THE NAMES OF ALL LESSEES**

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37. **SUBORDINATION:** This Lease is subordinate to all covenants, leases, mortgages, deeds of trust or any other documents or vehicles affecting ownership of the property. The TENANT agrees to cooperate fully in the execution of any documents the LANDLORD may request.
38. **ATTORNEY'S FEES/COLLECTION FEES:** If either party litigates against the other, **the losing party** will be responsible for any and all attorney's fees and court costs incurred to enforce this Lease and will reimburse the prevailing party accordingly. If any debt goes to a collection agency for collection, the debtor will also incur any fees associated with the debt collection.
39. **NO WAIVER:** If, at any time, for any individual act by the Tenant that would normally constitute a violation or DEFAULT of this Lease, the failure of the LANDLORD to enforce or to insist upon the strict performance of any specific provision of this Lease shall not prevent a similar, subsequent act constituting a violation or DEFAULT from having the full force and effect of such a violation or DEFAULT.

In addition, no acceptance of money by the LANDLORD from the TENANT after the termination of this Lease or after the service of any notice or after the commencement of any legal action or after final judgment of possession of premises, shall renew, reinstate, continue, or extend the term of this Lease or affect any such notice, demand, or legal action.

40. **SALE OF PROPERTY.** In the event that OWNER puts the property up for sale, TENANT agrees to allow the property to be viewed by Prospects with reasonable notice, such reasonableness to be no less than 12 hours notice. In the event the TENANT does not or cannot comply, then LANDLORD can enter the property, with sufficient notice as above, to allow Prospects access to viewing. If the property is sold, it will be sold subject to the TENANT's rights.

Should the TENANT purchase the property from the LANDLORD at any time during an existing rental period, or within 12 months thereafter, a **3% commission will immediately** be due and payable **by the TENANT** to Homestead Realty, Inc.

41. **TENANT / ROOMMATE POLICIES.** This Lease is governed by the State of Florida and the County wherein the property resides. For most properties in Florida, specific County Zoning Regulations **DO NOT PERMIT** renting individual rooms to 'roommates'. This practice, however, is fairly prevalent. This Lease states that you will abide by Homeowners Association Regulations and Municipal Regulations. If you choose to allow 'roommates', you will assume any and all risks, both legal and civil, and any and all liabilities and costs associated with your actions.
42. **ILLEGAL TRADE or ACTIVITY:** The TENANT agrees not to conduct any illegal trade or activity on or about the premises. Failure to comply with this restriction constitutes **immediate DEFAULT**.
43. **HOME BASED BUSINESS:** If you run a home-based business out of the property, you AGREE to the following conditions:
- You cannot have any clients or customers visiting the property for business purposes (zoning and HOA restrictions).
  - You cannot use the property address in any way associated with your business (including, but not limited to, advertising, web-sites, letterhead, return address, business cards, signage, etc.)
  - You will **hold harmless** the Owner, the LANDLORD, the Manager and any employees of the aforementioned for any actions, inactions or occurrences which may, in any way, cause an interruption or adverse effect on the home-based business that you are conducting.
  - You will conduct the home-based business at **your own risk** and hereby waive your right to any claims against any of the aforementioned owners, managers and employees.
44. **INVALID or ILLEGAL PROVISIONS:** In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable, and all other provisions will, nevertheless, continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision(s).

# HOMESTEAD REALTY

TENANT Initials: \_\_\_\_\_

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45. **RULES AND REGULATIONS:** All HOA, County, State and Federal rules and regulations shall be part of the Lease. The TENANT covenants and agrees to keep and observe these rules and regulations. The TENANT also covenants and agrees to keep and observe such further reasonable rules and regulations as may later be required by the LANDLORD or the HOA for the necessary, proper and orderly care of the property.

- No Deed Restriction and/or Zoning Restriction may be violated.
- The TENANT **shall not alter any lock or install any lock** or knocker or other attachment on any door of the premises without the written consent of the LANDLORD. Upon the LANDLORD's request, the TENANT must deliver a working copy **of any and all requested keys** to the LANDLORD, including those for any new and/or existing locks.
- No loud noise, loud music or other loud sounds shall be permitted at any time in such a manner so as to disturb others, as per Municipal code.
- No device commonly known as a waterbed is to be used in the premises unless the TENANT has provided the LANDLORD with proof of suitable insurance against personal injury and property damage associated with such waterbed.

Failure to comply with any of the above items constitutes DEFAULT.

Tenant(s) acknowledge understanding and acceptance of terms of this paragraph: Tenant(s) initials \_\_\_\_\_

46. **SECURITY DEPOSIT RELEASE:** Release of the Security Deposit is subject to the following:

- Proper, written notice having been given 30 days prior to the end of the existing rental period.
- No unpaid late charges, fees, repairs, maintenance costs, delinquent rents or any other unpaid TENANT charges exist.
- The full term of the Lease, or any renewal period, has expired.
- All items listed under paragraph #7 of this agreement having been returned in appropriate working order.
- All carpets having been shampooed, with appropriate receipt, **immediately after, or immediately prior to,** vacancy.
- Entire residence, including but not limited to, range, exhaust fans, refrigerator, dishwasher, bathrooms, closets and cabinets having been appropriately cleared and cleaned.
- No stickers or scratches or holes left on walls. No adhesive materials left on the windows and/or other glass areas.
- The TENANT will return all walls to their original condition upon move out, save normal wear and tear.
- All debris and rubbish and discards have been removed from property.
- In general, there is no damage to the premises and surrounding areas "beyond normal wear and tear".
- When applicable, yard and surrounding shrubbery to be mowed, edged, trimmed and swept.
- There are no abandoned or otherwise illegally parked cars on or about the premises

If the above provisions are not fulfilled, all costs of labor and materials for cleaning and repairing and delinquent payments will be deducted from the Security Deposit. The Security Deposit will be refunded, as governed by law, by check, mailed to the existing address (or forwarding address, if known), made payable to all persons signing the Lease.

47. **LEAD-BASED PAINT DISCLOSURE:** Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and paint dust can pose health hazards if not taken care of properly. Lead exposure can be especially harmful to young children and pregnant women. Florida Law allows for the TENANT to get a lead-based paint inspection and, upon determining that lead-based paint exists, the LANDLORD then has seven (7) days to cure the problem or the TENANT may choose to be released from the current Lease, with all the regular vacancy rules in effect.

48. **RADON GAS DISCLOSURE:** 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 gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon



# HOMESTEAD REALTY

gas may be obtained from your county public health unit.

TENANT Initials: \_\_\_\_\_

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

**CLIMATE CONTROL:** Tenant agrees to use all air conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. It is recommended that air conditioning is used at all times if unit is so equipped.

**SMALL AREAS OF MOLD:** If mold occurs on a small, non-porous surface (ceramic tile, plastic, vinyl, etc.), Tenant agrees to clean the area with detergent, let the surface dry, and then, within 24 hours, treat surface with a non-staining cleaner such as Lysol, Pine-Sol, Tilex, Clorox or other such non-staining disinfectants.

**TENANT AGREES TO** periodically perform any or all of the following procedures, if warranted:

- \* avoid excessive indoor plants
- \* regularly empty dehumidifier
- \* open blinds/curtains to allow light in
- \* wipe down moist windows and sills
- \* IMMEDIATELY REPORT mold, A/C problems, leaks, discolorations, musty odors, abnormal moisture, and/or any indication of mold or potential mold issues.
- \* use ceiling fans
- \* assure all leaks are repaired
- \* clean up all spillages
- \* remove moldy/rotting wood
- \* remove garbage regularly
- \* use exhaust fan when bathing/showering
- \* do not dry clothes by hanging indoors
- \* use disinfectants on all hard surfaces

TENANT will be held responsible for all property damage and health problems resulting from non-adherence to any or all of the above; TENANT will hold Owner and Agent harmless for non-adherence and may be subject to termination of tenancy, as per the Owner's discretion.

50. **INDEMNIFICATION:** Management shall not be liable to the TENANT or any other person or property occasioned by any defects in the dwelling and the TENANT agrees to hold Management and its Agents harmless for any and all claims from any such damages, whether or not the damage occurs on or off the premises.

51. **DEFAULT:** If the LANDLORD fails to comply with any of the applicable provisions in this Lease, then the TENANT may, at his option, seek any and all remedies as provided by Law.

If the TENANT fails to comply with any of the applicable provisions in this Lease, then the LANDLORD may, **at his option,** immediately consider the TENANT to be in DEFAULT of this Lease, this Lease will thereby be considered to have been terminated, the Security Deposit will immediately be forfeited and the LANDLORD can commence any legal action as necessary to recover the property. The TENANT will then be responsible for all liabilities as defined elsewhere herein this document, in several appropriate paragraphs herein, and in the now-terminated Lease. The LANDLORD may also be entitled to any other recovery as defined by law.

Further, if the TENANT is found to be in DEFAULT, in addition to any other remedies available by law, the TENANT will be responsible for any leasing fee or commission charge which LANDLORD may incur in attempting to re-rent the premises.

**NOTE:** If the TENANT is in DEFAULT due to any form of **Early Termination** (eviction, abandonment, 'skipping' out, etc.), then the LANDLORD can, in addition to any other remedies available by law, charge the TENANT a **Liquidated Damages Fee** equal to **TWO (2) months' rent**. As a TENANT in DEFAULT due to Early Termination, you have 2 choices:

# HOMESTEAD REALTY

\_\_\_\_\_ I **AGREE** to pay Liquidated Damages as defined above. By agreeing, I understand that the LANDLORD waives his right to collect additional rent.

\_\_\_\_\_ I **DO NOT AGREE** to pay Liquidated Damages as defined above. I understand that the Landlord can seek any and all past, present and future additional rents as provided by law.

TENANT Initials: \_\_\_\_\_

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## 52. SUMMARY OF PRE-OCCUPANCY MOVE-IN -MONIES PAID

Application Fee	\$ _____	
First month's rent	\$ _____	(may be prorated)
Next month's rent	\$ _____	(if required - may be pro-rated)
Lease Preparation Fee	\$ _____	
Pet Administration Fee	\$ _____	
Security Deposit	\$ _____	
Pet fee(s)	\$ _____	
	-----	
<b>Total</b>	<b>\$ _____</b>	
less monies already paid	- \$ _____	
other consideration, if any	\$ _____	<b>see paragraph #53</b>
	-----	<b>explanation</b>
Amount Still Due:	\$ _____	To be paid by: ____/____/____

## 53. ADDITIONAL COVENANTS, RESTRICTIONS and/or REQUIREMENTS (if any):

\_\_\_\_\_

## 54. LEASE GUARANTOR(S). The following are the guarantor(s) of this lease and will be referred to as the Guarantors:

**There are # \_\_\_\_\_ Guarantors of this lease.**

### Signature of Guarantor, if any

The above identified Guarantors of this lease agree and guarantee to be fully responsible, jointly and severally, unconditionally, for the total financial obligations and full performance and observance of all the terms and conditions of this lease by the Tenants and/or the Occupants as defined under this lease.

The failure of the Landlord to insist upon strict performance or observance of any of the terms of the lease, or to exercise any right, will not diminish enforceability of this guarantee. All terms and conditions of this guarantee shall inure to the benefit of the successors and assigns of the Landlord, and shall be binding on any heirs, personal representatives, successors and assigns of the Guarantors. This agreement also allows that the Guarantors need not be joined as a party to a lawsuit if the Landlord institutes a legal action against the Tenants(s) and/or the Occupants. And, this agreement gives the Landlord the option to treat the Guarantors liability as primary, so that the Landlord may elect to sue the Guarantors with or without first making demand against the Tenants and/or the Occupants.

## 55. TIME IS OF THE ESSENCE. Time is of the essence in each and every term and condition contained herein.

# HOMESTEAD REALTY

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56. **NOTE:** There is no smoking allowed in the property.

57. **ENTIRE AGREEMENT:** This Lease, along with any appropriately attached addenda, constitute the **ENTIRE** agreement between the PARTIES and no oral statements shall be binding on either PARTY. All PARTIES certify that they have read, understand and agree to, all the covenants, terms and conditions of this Lease.

TENANT Initials: \_\_\_\_\_

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This Lease is **BINDING** upon final acceptance. **READ IT CAREFULLY.** If you do not understand the effect of this Lease, or any portion thereof, **CONSULT AN ATTORNEY BEFORE SIGNING!**

This Lease is entered into pursuant to the provisions of Florida Statute S83.67 (3).

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

LANDLORD'S AGENT \_\_\_\_\_

DATE \_\_\_\_\_

(REPRESENTING (OWNER)

# **HOMESTEAD REALTY**

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TENANT Initials: \_\_\_\_\_

residential lease 07/12/13