

Residential Lease for Single Family Home and Duplex

(FOR A TERM NOT TO EXCEED ONE YEAR)

WARNINGS: NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED. IT IS VERY IMPORTANT TO READ THE ENTIRE LEASE CAREFULLY.

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

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

1. PARTIES. This is a lease ("the Lease") between _____
(name & address of owner of the property)

("Landlord") and

(name(s) of person(s) to whom the property is leased)

("Tenant.")

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at _____
(street address)
_____, Florida _____
(zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"): _____

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

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on _____
(month, day, year)
and ending _____ (the "Lease Term").
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES.
Tenant shall pay total rent in the amount of \$ _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance
in installments.
If in installments, rent shall be payable

44 monthly, on the _____ day of each month. (If left blank, on the first day of each month.)
45 weekly, on the _____ day of each week. (If left blank, on Monday of each week.)
46 in the amount of \$ _____ per installment.

47
48 in full on _____ in the amount of \$ _____.
49 (date)

50 Tenant shall also be obligated to pay taxes on the rent where applicable in the amount of \$ _____
51 with each rent installment with the rent for the full term of the Lease. Landlord will notify Tenant if the
52 amount of the tax changes.

53
54 **Payment Summary**

55 **If rent is paid in installments, the total payment per installment including taxes shall be in the amount**
56 **of \$ _____.**

57 **If rent is paid in full, the total payment including taxes shall be in the amount of \$ _____.**

58
59 All rent payments shall be payable to _____ at
60 (name)
61 _____. (If left blank, to Landlord at Landlord's address),
62 (address)

63 unless otherwise specified in Paragraph 5.

64
65 If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall
66 be prorated from _____ through _____ in the amount of \$ _____.
67 (date) (date)
68 and shall be due on _____. (If rent paid monthly, prorate on a 30 day month.)
69 (date)

70
71 Tenant shall make rent payments required under the Lease by (choose all applicable) cash, personal check,
72 money order, cashier's check, or other _____ (specify).

73
74 If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future
75 payments by money order, cashier's check or official bank check or cash or other (specify)
76 _____, and to pay bad check fees in the amount of
77 \$ _____ (not to exceed the amount prescribed by Florida Statutes section 68.065)

78
79 **5. MONIES DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ _____ in**
80 **accordance with this Paragraph prior to occupying the Premises.** Tenant shall not be entitled to move in nor
81 to keys to the Premises until all funds due prior to occupancy have cleared. If no date is specified below, then
82 funds shall be due prior to tenant occupancy. Any funds designated in this paragraph due after occupancy, shall
83 be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to
84 _____
85 (name)
86 at _____
87 (address)

88

89 First month's week's rent plus applicable taxes \$ _____ due _____
 90
 91 Prorated rent plus applicable taxes \$ _____ due _____
 92
 93 Advance rent for month week of _____
 94 plus applicable taxes \$ _____ due _____
 95
 96 Last month's week's rent plus applicable taxes \$ _____ due _____
 97
 98 Security deposit \$ _____ due _____
 99
 100 Additional security deposit \$ _____ due _____
 101
 102 Security deposit for homeowner's association \$ _____ due _____
 103
 104 Other _____ \$ _____ due _____
 105
 106 Other _____ \$ _____ due _____
 107

108 **6. LATE FEES.** (Complete if applicable)

109 In addition to rent, Tenant shall pay a late charge in the amount of \$ _____ for each rent payment
 110 made _____ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid
 111 weekly).
 112

113 **7. PETS.** Tenant may may not keep pets or animals on the Premises. If Tenant may keep pets, the pets
 114 described in this Paragraph are permitted on the Premises.

115 _____
 116 (Specify number of pets, type(s), breed, maximum adult weight of pets.)
 117 _____
 118

119
 120 **8. NOTICES.**

121 _____ is Landlord's Agent.
 122 (name)
 123

124 All notices to Landlord and all Lease Payments must be sent to Landlord's Agent at
 125 _____
 126 (address)

127 unless Landlord gives Tenant written notice of a change. All notices to Landlord shall be given by certified mail,
 128 return receipt requested, or by hand delivery to Landlord or Landlord's Agent.
 129

130 Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the
 131 Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice
 132 at the Premises.
 133

134 **9. UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 3 of 10

135 deposits for activating existing utility connections to the Premises except for _____
136 _____, which Landlord agrees to provide at Landlord's expense.
137

138 **10. MAINTENANCE.**

139 Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for
140 maintenance and repair of the Premises, unless otherwise stated below:

141 (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be
142 responsible for the item):

143
144 _____ roofs _____ windows _____ screens _____ steps
145 _____ doors _____ floors _____ porches _____ exterior walls
146 _____ foundations _____ plumbing _____ structural components
147 _____ heating _____ hot water _____ running water _____ locks and keys
148 _____ electrical system _____ cooling _____ smoke detection devices
149 _____ garbage removal/ outside receptacles
150 _____ extermination of rats, mice, roaches, ants and bedbugs
151 _____ extermination of wood-destroying organisms
152 _____ lawn/shrubbery _____ pool/spa/hot tub
153 _____ water treatment _____ filters (specify) _____

154 Other (specify) _____

155
156 Tenant shall notify _____ at _____
157 _____ (name) _____ (address)
158 _____ and _____
159 _____ (telephone number)

160 of maintenance and repair requests.

161

162 **11. ASSIGNMENT.** Tenant may may not assign the lease or sublease all or any part of the Premises
163 without first obtaining the Landlord's written approval and consent to the assignment or sublease.

164

165 **12. KEYS AND LOCKS.** Landlord shall furnish Tenant

166 _____ # of sets of keys to the dwelling

167 _____ # of mail box keys

168 _____ # of garage door openers

169

170 If there is a homeowner's association, Tenant will be provided with the following to access the association's
171 common areas/facilities:

172 _____ # of keys to _____

173

174 _____ # of remote controls to _____

175

176 _____ # of electronic cards to _____

177

178 _____ other (specify) to _____

179

180 At end of Lease Term, all items specified in this Paragraph shall be returned to _____

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which
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181

(name)

182 at _____

183 _____ (address)

184 (If left blank, Landlord at Landlord's address).

185

186 **13. LEAD-BASED PAINT.** Check and complete if the dwelling was built before January 1, 1978.

187 Lead-Based Paint Warning Statement

188 "Every tenant of residential real property on which a residential dwelling was built prior to 1978 is notified that
189 such property may present exposure to lead from lead-based paint that may place young children at risk of
190 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage,
191 including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead
192 poisoning also poses a particular risk to pregnant women. The Landlord of any interest in residential real
193 property is required to provide the Tenant with any information on lead-based paint hazards from risk
194 assessments or inspections in the Landlord's possession and notify Tenant of any known lead-paint based
195 hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase."

196

197 Landlord's Disclosure (initial)

198 _____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

199 _____ Known lead-based paint or lead-based paint hazards are present in the housing. Explain:

200 _____

201 _____

202 _____ Landlord has no knowledge of lead-based paint or lead-based paint hazards in the housing.

203 _____ (b) Records and reports available to the Landlord (check one below):

204 _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint
205 or lead-based paint hazards in the housing. List documents: _____

206 _____

207 _____

208 _____ Landlord has no reports or records pertaining to lead-based paint or lead-based paint hazards in the
209 housing.

210 Tenant's Acknowledgment (initial)

211 _____ (c) Tenant has received copies of all information listed above.

212 _____ (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

213 _____ (e) Tenant has (check one below):

214 _____ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or
215 inspection for the presence of lead-based paint or lead-based paint hazards; or

216 _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint
217 or lead-based paint hazards.

218 Agent's Acknowledgment (initial)

219 _____ (f) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is
220 aware of Agent's responsibility to ensure compliance.

221 Certification of Accuracy

222 The following parties have reviewed the information above and certify, to the best of their knowledge, that the
223 information they have provided is true and accurate.

224

225 _____

226 Landlord

_____ Date

_____ Tenant

_____ Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 5 of 10

273 property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material
274 which would increase the probability of fire or which would increase the cost of insuring the Premises.

275

276 **18. RISK OF LOSS/INSURANCE.**

277 A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own
278 negligence or willful conduct.

279 B. Landlord agrees to carry and pay the premium for insurance covering the Premises including
280 liability insurance, hazard, and personal insurance for the Landlord's goods, furnishings and
281 chattels.

282 C. Tenant should carry insurance covering Tenant's personal property and Tenant's liability
283 insurance.

284

285 **19. DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease or
286 need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida
287 Residential Landlord and Tenant Act which contains information on same, and /or remedies available to the
288 parties.

289

290 **20. SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the
291 Premises from time to time.

292

293 **21. LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to
294 claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all
295 parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to
296 Landlord's interest.

297

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

301

302 **23. TENANT'S PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, TENANT**
303 **AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA**
304 **STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR**
305 **DISPOSITION OF TENANT'S PERSONAL PROPERTY.**

306

307 **24. TENANT'S TELEPHONE NUMBER.** Tenant shall within 5 business days of obtaining telephone services
308 at the Premises, send written notice to Landlord of Tenant's day and evening telephone numbers.

309

310 **25. ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party who
311 wins may recover its reasonable court costs and attorney's fees from the party who loses.

312

313

314 **26. MISCELLANEOUS.**

315 A. Time is of the essence of the Lease.

316 B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives,
317 successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically
318 mentioned in the Lease. Whenever used, the singular number shall include the plural or singular

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which
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319 and the use of any gender shall include all appropriate genders.
320 C. The agreements contained in the Lease set forth the complete understanding of the parties and
321 may not be changed or terminated orally.
322 D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing
323 and signed by Landlord.
324 E. All questions concerning the meaning, execution, construction, effect, validity, and
325 enforcement of the Lease shall be determined pursuant to the laws of Florida.
326 F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes
327 originals.
328 G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a
329 naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
330 quantities, may present health risks to persons who are exposed to it over time. Levels of radon
331 that exceed federal and state guidelines have been found in buildings in Florida. Additional
332 information regarding radon and radon testing may be obtained from your county health
333 department.
334

335 **27. BROKERS' COMMISSION.** Check and complete if applicable. The brokerage companies named below
336 will be paid the commission set forth in this Paragraph by Landlord Tenant for procuring a tenant for this
337 transaction.

338 _____	_____
340 Real Estate Licensee	Real Estate Licensee
341 _____	_____
342 _____	_____
343 Real Estate Brokerage Company	Real Estate Brokerage Company
344 _____	_____
345 _____	_____
346 Commission	Commission

347
348 **28. EXECUTION.**

349 Executed by Landlord in the presence of: (witnesses are not mandatory)

350 _____	_____
351 _____	_____
352 _____	_____
353 Print Name: _____	Landlord's Signature
354 _____	_____
355 _____	_____
356 _____	_____
357 Print Name: _____	Print Landlord's Name
358 _____	_____
359 _____	_____
360 _____	_____
361 _____	_____
362 Print Name: _____	Landlord's Signature
363 _____	_____
364 _____	_____

365
366 Print Name: _____

Print Landlord's Name

367
368

Date: _____

369
370

371 Executed by Tenant in the presence of: (witnesses are not mandatory)

372
373 _____

Tenant's Signature

374
375 Print Name: _____

376
377 _____

Print Tenant's Name

378
379 Print Name: _____

380
381

Date: _____

382
383 _____

Tenant's Signature

384
385 Print Name: _____

386
387 _____

Print Tenant's Name

388
389 Print Name: _____

390
391

Date: _____

392
393 _____

Tenant's Signature

394
395 Print Name: _____

396
397 _____

Print Tenant's Name

398
399 Print Name: _____

400
401

Date: _____

402
403

404

405 This form was completed with the assistance of:

406 Name:

407 Address:

408 Telephone Number:

409