

RENTAL APPLICATION, AGREEMENT, AND REGULATIONS

RECEIPT IS HEREBY ACKNOWLEDGED by **Rocker Realty, Inc.** herein called agents, from _____, herein called tenant, the sum of _____ (\$ _____), in payment of rental and deposits on premises located at: _____

MONIES RECEIVED

\$ _____ as security deposit for breakage, damage, or misuse of facilities to be held by owner, or if owner is out of state, a Florida Bank in the owners name (non-interest bearing account). Rocker Realty Inc. does not hold any security deposits on rental properties.

\$ _____ as **first month's rent** for the period beginning on _____ to _____.

\$ _____ for _____

\$ _____ **TOTAL** _____ Tenant Initials

***If this is a Lease Renewal, the Security Deposit was paid in full prior to tenant move in.** _____ Agent Initials

The tenant agrees to rent this subject at a rental rate of \$ _____ per month payable in advance on the _____ day of each month. **No personal checks or cash accepted.** On the 6th day, **there is a \$50.00 flat fee assessed plus a \$5.00 per day late charge until the rent is paid in full.** Late fees start on the _____ day of each month if rent is not paid in full by 5:00pm on 5th calendar day. Non-payment of rent will result in a 3 - day notice posted to tenant. **This notice and ALL posted notices will be a \$25.00 charge to the tenant's account and must be paid within 30 days.**

In consideration of the use and occupancy of the premises as herein specified:

1. To use said premises for residential use only.
2. **No smoking inside the property being rented. If there is smoking in the property, \$200 will be held from security deposit to have property properly cleaned/deodorized (including but not limited to carpets).**
3. **Pets:** **allowed;** **not allowed.**
4. If a **non-refundable pet fee** has been paid, tenant acknowledges that this only allows a pet to be on the property. If any damage occurs due to the pet, the repair will come out of the security deposit.
5. Tenant shall pay rent in the amount of \$ _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full provided in the options below:
 - A. Monthly, on the _____ day of each month (if left blank, on the 1st of each month) in the amount of \$ _____ per installment.
 - B. Yearly, on the _____ day of _____ per year, in the amount of \$ _____ per installment.
6. Office Policy: **NO PARTIAL PAYMENTS**
7. **That the rental of the residence is with a twelve (12) month minimum term beginning on _____ thru _____. The total deposit will be forfeited if the tenant does not occupy the residence for the minimum period. In addition, if this agreement is broken by the tenant(s), the tenant(s) will be responsible for paying Rocker Realty, Inc. a re-rental fee to re-rent the property – equaling one month's rent (Owners responsible for original rental fee). Also, if the agreement is broken, the tenant will be responsible in paying the monthly rent until a new tenant is approved and in possession of the property.**

8. At the end of the lease, tenant has option to rent property for an additional 12 months at the same rate if agreeable by both owner and tenant.
9. A deposit is required. This deposit will be returned upon tenant vacating if all the provisions of this agreement are complied with, and more specifically but not limited to compliance with the following provisions:
 - A. That the residence is left in an undamaged, **clean**, rentable condition to be determined by agent. (Property should be returned in same or better condition than when initial possession took place.)
 - B. The move out walk thru will be compared to the move in walk thru, anything that does not match will be taken out of the tenant's security deposit.
 - C. THE DEPOSIT IS NOT TO BE USED AS THE LAST MONTHS RENT.**
10. Tenants are required to give a thirty (30) day notice in writing upon vacating premises, or they are subject to paying a months rent upon vacating. Residence must be vacated by 1:00 pm on the day of the vacating, or pay another fifteen (15) days rent. (Exceptions for unusual circumstances may be granted by management)
11. Tenant agrees to vacate premises with in three (3) days after being notified in writing due to non-payment of rent, breach of this agreement, or any other reason deemed prudent by management. In case of eviction, tenant agrees to pay all costs and fees associated with legal process (including lawyer fees/ Lake County Sheriff fees/Clerk of Court fees/Rocker Realty fees).
- 12. No alterations of any kind to the residence (including painting) shall be made without prior written consent of the Owners. If non-approved alterations are made and not restored to the original condition, charges will be deducted from the security deposit.**
13. It is expressly understood and agreed that the owner of said premises, or said agent, will not be liable for any damages or any injury to tenant or family's property from whatever cause with the exception of owner negligence) arising from the occupancy of said premises by tenant and his family.
14. The tenant hereby gives the owner, in addition to the lien given by law, a lien upon all property situated upon said premises, including all furniture and household furnishings, whether said property is exempt from execution or not, for the rent agreed to be paid hereunder, for any damage caused by tenant, and for Court costs and attorney's fees incurred under the terms hereof.
15. It is understood and agreed that Agent shall have the right to enter and inspect premises at all reasonable time, **with 24 hour notice**, to insure maintenance and safety of premises, and to show the residence to prospective tenants after notice has been received.
16. The tenant shall not transfer his interest and to this rental agreement, nor shall the tenant assign or sublet the said premises any part thereof, in his or absence or otherwise, permit others to occupy the residence without first having obtained the written consent of the Manager. If the tenant or subtenant violates the provisions of this paragraph the manager may immediately take possession of said premises without making the tenant a party to said proceedings.
17. That the violation of any of the conditions of this agreement shall be sufficient cause of eviction from said premises, tenants agree to pay all court costs of such action, including such reasonable attorney's fees as may be fixed by court.
18. Our **office policy** for the monthly rent and security deposit to be made by money order/cashier's check. **NO PERSONAL CHECKS OR CASH ACCEPTED.**
19. Please change air filters in air conditioners monthly. Tenant will be responsible for A/C bill if leaking/backing up due to dirty air filter.
20. TENANT OWNER responsible for lawn care. **If tenant is responsible for lawn care/maintenance, tenant agrees to appropriately/properly take care of said property. Any fees**

acquired from City Code Enforcement or Home Owners Association due to tenant negligence will be tenant's responsibility in paying. If lawn is dead/has brown patches/irrigation system isn't working properly/over-grown with weeds/bushes aren't trimmed, tenant will be held responsible (via lawn care bill reimbursement, or taken out of security deposit).

21. TENANT OWNER responsible for pest control thru lease term (Property is sprayed before a tenant move in).

22. Home includes does not include washer and dryer. Owner is is not responsible for maintaining/repairing/replacing units.

23. **Owner** is responsible for: _____

24. If repairs are a result of tenants neglect, tenant will be responsible for payment of repair bill, including but not limited to garbage disposal/stopped up toilet/etc.

25. All repair calls will go thru Rocker Realty, Inc. If tenant calls vendor without prior consent, tenant will be responsible for payment of repair bill. Emergency exceptions will apply, to be determined by Rocker Realty, Inc. ***If an appointment is set up between vendor and tenant, and tenant doesn't show, the tenant will be charged a service charge.**

26. **Tenant** responsible for all utilities including but not limited to electric, water/sewer/garbage. Tenant to bring in proof of utilities in their name at time of signing of rental agreement.

27. Tenant is responsible for carrying renters insurance (covers personal belongings) AND liability insurance (covers tenants & their guests). Owner carries insurance on the home only.

A. We _____ (tenants) will furnish Rocker Realty with a copy of renters/liability insurance.

OR

B. We _____ (tenants) waive the insurance requirement & hold harmless Rocker Realty, Inc. & _____ (owners).

WE _____ - **Print Names** (TENANTS)
HAVE READ THRU ENTIRE CONTENTS OF THIS RENTAL AGREEMENT AND AGREE TO ALL OF ITS CONTENTS.

TENANT _____ DATE _____

TENANT _____ DATE _____

AGENT _____ DATE _____
FOR OWNER

Date copy to Tenant _____

Date copy to Owner _____