

RESIDENTIAL APARTMENT LEASE

The State of Florida
County of

1. Date and Parties. This agreement dated as of _____ 20____ is made by and between (*name and address*) _____ (Lessor), and _____ (*name and address*) _____ (Lessee),

2. Description of Apartment. Lessor leases to Lessee, and Lessee leases from Lessor, Apartment _____ of the _____ located at _____ (the Premises), and the furnishings in it.

3. Use and Occupancy of the Premises. The Premises is leased for occupancy as a residence to Lessee and Lessee's family, consisting of (*list of names of occupants*) _____

and for no other purpose other than transient relatives and friends who are guests of Lessee. Lessee shall not use or permit the use of the premises, or any part of the premises, for any other purpose without first obtaining the written consent of Lessor.

4. Term. The Premises is leased for a Term of _____ beginning _____ 20____ and ending _____ 20____ (the Term).

5. Rent. The total rent is the sum of \$ _____ payable on the first day of each month of the Term, in equal installments of \$ _____ first and last installments to be paid on the execution of this lease, second installment to be paid on _____ 20____

6. Security Deposit. Lessee has deposited with Lessor, the sum of \$ _____ (the "Security Deposit"), the receipt of which is acknowledged. The Security Deposit shall be held by Lessor without liability for interest on it, except to the extent that any interest is required by law, as security for the full and faithful performance by Lessee of every term, covenant and condition of this lease to be observed and performed by Lessee. If any of the rents reserved or any other sum payable by Lessee to Lessor under this lease shall be overdue and unpaid, or should Lessor make payments on behalf of Lessee, or should Lessee fail to perform any of the terms of this lease, then Lessor may, at its option, and without prejudice to any other remedy which Lessor may have on account thereof, appropriate and apply the entire Security Deposit or as much of it as may be necessary to compensate Lessor toward the payment of the rents or other sums due from Lessee, or toward any loss, damage or expense sustained by Lessor resulting from the Lessee's default, and in that event Lessee shall immediately on demand restore the Security Deposit to the original sum deposited. The right of Lessor to possession of the Leased Premises for failure by Lessee to pay rent or for any other reason shall not be affected by the fact that Lessor holds the Security Deposit. In the event Lessee shall fully and faithfully comply with all the terms, covenants and conditions of this lease and pay all of the rentals as they fall due, the Security

Deposit shall be returned in full to Lessee following the date of the expiration of the Lease Term and the surrender of the Leased Premises by Lessee in compliance with the provisions of this lease.

7. Showing Apartment for Rerental. Lessee grants permission to Lessor to show, and to new rental applicants to inspect, the Premises at reasonable hours of the day, within of the expiration of the Term of this lease.

8. Entry for Inspection, Repairs, and Alterations. Lessor, or Lessor's agents, shall have the right to enter the Premises during all reasonable hours with reasonable notice to Lessee to inspect the Premises or to make repairs, additions, or alterations as may be deemed necessary for the safety and comfort of Lessee, or for the preservation of the Premises, or to exhibit the Premises, and to put and keep on the doors or windows of the Premises a notice indicating that the Premises are for rent, at any time within days before the expiration day of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this lease or to the rules and regulations of the building.

9. Lessee's Liability for Damages. Until the Premises have been relet Lessee agrees to pay to Lessor, on the same days as rental payments are due under this lease, the actual damages suffered by Lessor since the last payment, either of rent or damages, was made. Lessee agrees to pay Lessor actual damages suffered by Lessor from any damage to the Premises, including but not limited to damage to the walls, ceilings, floors, windows, plumbing, pipes, electric lights or wires, or any fixtures, appliances, or appurtenances of the Premises, caused by any act or neglect of Lessee or any person or persons in the employ or under the control of Lessee.

10. Lessee's Liability for Abandoning Premises. If Lessee abandons or vacates the Premises or is dispossessed for cause by Lessor before the termination of this lease, or any renewal of this lease, lessor may, on giving days written notice to Lessee, declare this lease forfeited and shall, in that event, make reasonable efforts to relet the Premises. Lessee shall be liable to Lessor for all damages suffered by Lessor by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (a) all actual damages suffered by Lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; (b) the difference between the rent received when the property is relet and the rent reserved under this lease. After the Premises have been relet, Lessee agrees to pay to Lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

11. Loss or Destruction of Property Leased. If the Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, and if the casualty loss is not due to the negligence or fault of the Lessee or the Lessee's family, guests, or invitees, this lease shall be at an end from that time, except for the purpose of enforcing rights that may have then accrued under this lease. The rental shall then be accounted for between Lessor and Lessee up to the time of injury or destruction of the Premises, Lessee paying up to the date of injury or destruction and lessor refunding the rents collected beyond that date. Should only a part of the Premises be rendered untenable, the rental shall abate in the proportion which the injured part bears to the whole Premises, and the injured part shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

12. Effect of Failure to Deliver Possession of Premises. In the event possession cannot be delivered to Lessee on commencement of the Term, through no fault of Lessor or its agents, there shall be no liability on Lessor or its agents, but the rental provided in the lease shall abate until possession is given. Lessor or its agents shall have days in which to give possession, and if possession is tendered within that time, Lessee agrees to accept the Premises and pay the rental provided in this lease from

that date. In the event possession cannot be delivered within that time, through no fault of Lessor or its agents, then this lease and all rights under this lease shall terminate.

13. Utilities. Without charge to Lessee, during the proper seasons and during reasonable hours, Lessor will furnish heat for the Premises, and also hot and cold running water. In the event the heating apparatus shall need repair, or should any of the electrical equipment belonging to the Premises become unserviceable, Lessor shall have a reasonable time, after notification, to determine the problem, and have the equipment repaired.

14. Redecoration or Alterations. Lessee shall not make any alterations, additions, or redecorations on the Premises without the Lessor's prior written consent. All additions, fixtures, or improvements made by Lessee, except movable household furniture, shall become the property of Lessor and remain on the Premises as a part of the Premises, and shall be surrendered with the Premises at the termination of this lease.

15. Pets. Lessee shall not keep or permit to be kept in the Premises any dog, cat, bird, or other fowl or animal.

16. Waste, Nuisance, or Unlawful Use. Lessee shall not commit waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

17. Lessor's Right to Terminate for Breach of Lease. Lessor may at Lessor's option Terminate this lease on Lessee's breach of any term, condition, or covenant of this lease, on giving days written notice of the Termination to Lessee.

18. Waiver of One Breach Not Waiver of Others. Lessor's failure to object to any default on the part of Lessee shall not be construed as a waiver of that default, nor shall any custom or practice that may grow up between the parties in the course of administering this lease be construed to waive or to lessen the right of Lessor to insist on the performance of the provisions of this lease.

19. Assignment or Sublease. Lessee shall not assign or sublease this lease, or any part of Lessee's interest in this lease, without prior written consent of Lessor. Lessor reserves the right to assign Lessor's interest in this lease, and any sums received under this lease, on sale or release of the Premises.

20. Attorney's Fees. If a party to this lease should prevail in any legal action brought to enforce it or for its breach, the parties agree that the prevailing party may recover as part of the judgment reasonable attorney's fees.

21. Lessee's Holding Over. The parties agree that any holding over by Lessee under this lease, without Lessor's written consent, shall be a tenancy at will, which may be Terminated by Lessor on days' notice in writing.

22. Storage. Lessee is given permission to store articles in (*insert location of storage or "None" if no storage is permitted*) during the Term of this lease. Lessor shall not be liable for loss of or damage to the goods stored. Lessee shall not remove items stored until all amounts due under this lease have been paid.

23. Parking Space. Lessee is by this lease granted a license to use parking space no. in the garage of the Premises for the purpose of parking one motor vehicle during the Term of this lease.

24. Redecoration or Alterations. Lessee shall not make alterations to the Premises, or redecorate it in any way that would constitute the making of alterations, or repaint the walls or woodwork, without first obtaining Lessor's written consent to the alterations or redecoration.

25. Compliance With Rules and Regulations. The faithful observance of the Rules and Regulations attached to this Lease and made a part of it and of any other and further rules or regulations that Lessor may make in the future are conditions on which the lease is made and accepted. Failure by Lessee to comply with the rules and regulations, shall, at Lessor's option, work a forfeiture of this lease and of Lessee's rights under this lease.

26. Management and Ownership. *(Name of owner)*
of *(address of owner)*
is the true owner of the Premises, and *(manager/management company)*
of *(address of manager or management company)*
is authorized to manage the Premises.

27. Notice. Any notice required or permitted under this lease, or under state law, shall be sent by certified mail, return receipt requested, addressed as follows: (a) to the Lessee, at the Premises, and to the Lessor, as follows:

28. Binding Effect on Successors and Assigns. This lease shall inure to the benefit of and be binding on the heirs, successors, executors, administrators, and assignees of the parties.

29. Disputes. The parties agree that the law of the State of Florida will govern all disputes under this lease, and determine all rights under this lease.

30. Radon Gas Notification. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

PREVIEW

The parties have respectively executed this lease as of the day and year first above written.

LESSOR:

By _____
Print name
Title

LESSEE:

Print name

Print name

Executed in the presence of:

Print name

Print name

PREVIEW