

1 **RESIDENTIAL LEASE**



2 THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS, MANY RIGHTS AND  
3 RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II,  
4 RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. YOU CERTIFY  
5 THE LANDLORD HAS PROVIDED YOU A COPY OF THE RESIDENTIAL  
6 LANDLORD AND TENANT ACT.  
7  
8

9 Date of Lease Contract: \_\_\_\_\_ (when lease is filled out)

10  
11 **TERMS AND PARTIES.** This is a lease (hereinafter "Lease") for a fixed term not to exceed one year (hereinafter "Lease Term")  
12 beginning on \_\_\_\_\_ (hereinafter "move in") and ending on \_\_\_\_\_ (hereinafter "vacate date"), between the  
13 Owner of the premises-with *Manager (see below) executing on Owner's behalf-and* \_\_\_\_\_  
14 (hereinafter "Tenant"-any singular reference to "Tenant" shall include singular and plural; male or female; and his or her heirs,  
15 estate, or legally appointed representative) for the single-family residence located  
16 at \_\_\_\_\_ (hereinafter "premises"). Tenant's executing this lease obligates him or her  
17 to all terms set herein. Tenant's interest in the premises is a lease-hold only and this lease in no way implies that Tenant has any  
18 rights other than what is contained in this lease, including the power to deed, assign, transfer, mortgage, lien or otherwise  
19 encumber the premises.  
20

21 **MONEY DUE PRIOR TO OCCUPANCY.** Before move in date, Tenant must pay to the Manager/Owner the first payment as indicated  
22 in the *Lease Fee Addendum* section below, all security deposit amounts, pet fee (if any) or other fees, attorney lease preparation  
23 fee, and lease execution fee by certified check, money order or cashier's check. If Tenant takes possession of the premises prior to  
24 move-in date, Tenant shall pay pro-rated rent for said days. Tenant does not become a legal Tenant until the move in date, and  
25 Manager/Owner reserves any and all rights to remove Tenant from the premises.  
26

27 **KEYS.** Owner/Manager shall initially provide Tenant with working keys and locks upon Tenant move-in. Manager has provided  
28 Tenant:  
29 \_\_\_\_\_ premises keys, \_\_\_\_\_ mailbox keys, \_\_\_\_\_ garage door opener, and  
30 \_\_\_\_\_ other access devises, namely \_\_\_\_\_

31 Tenant is responsible to keep and maintain all remote access devises (including replacement of damaged ones) and shall use wise  
32 judgment with regard to who has possession, control and/or access to such keys and/or access remotes.  
33

34 **PREMISES INSPECTION.** Tenant acknowledges that he or she has the ability and right to preview the premises before executing this  
35 lease and has satisfactorily completed his or her inspection OR chooses NOT to perform a pre-move-in inspection and is executing  
36 the lease "sight-unseen," waiving any rights to inspect and preview the premises before executing the foregoing lease. Tenant (1)  
37 takes the property in "AS-IS" condition, subject to the terms of the lease; (2) must complete the move-in inspection form and return  
38 to Manager within 3 days of move-in; (3) may not terminate said lease or withhold rent based upon any alleged misrepresentation,  
39 misconceptions, misunderstands, mistakes or the like regarding the conditions, appearances, features, functions, location,  
40 amenities, or the like of the premises; and (4) will be held to all the terms of the lease, notwithstanding Tenant did not preview or  
41 thoroughly inspect the property before executing this lease. If Tenant fails to deliver to Manager the "Move-In Inspection Form,"  
42 Tenant acknowledges that the premises are free from damage and agrees to take responsibility for damages to the property upon  
43 Tenant's vacate date. Manager has the right to inspect the premises throughout the term of the lease, including but not limited to,  
44 performing visual exterior and interior walk-throughs, drive-bys, and taking photographs and videos, for purposes of managing the  
45 property on behalf of the owner.  
46

47 **OCCUPANTS.** Other than the Tenant(s) (whose signatures are contained in this lease), the premises will only be occupied by the  
48 following occupants:

Occupant(s) (Legal Name & known as) Age Relationship to Tenant(s)

49 No other person will be allowed to reside on the premises and will not have any rights under this lease. If Tenant allows additional

50 persons to reside in the premises without the express written consent of the Owner, Tenant has breached the lease and is subject  
51 to the fees provided in the "Guests/Occupants" provision. Tenant agrees that if tenant allows a guest/occupant to stay at the  
52 premises and then subsequently refuses to leave, it is the Tenant's responsibility to remove said person(s) from the residence and  
53 that Tenant is responsible to ensure that said person(s) do not cause the Tenant to breach the lease.  
54

55 **MANAGER AND AGENT OF OWNER.** myHomeSpot.com (hereinafter "Manager") is the lawful agent of the Owner pursuant to  
56 Florida Statute 83; (2) is authorized to act on behalf of the Owner under all terms of this lease, and (3) has all authority to act as the  
57 "Owner" under the terms of this lease. Tenant agrees that if the current Manager's agency is terminated, Manager will not be held  
58 liable for any of the Owner's or new agent's actions or inactions post-termination of said Manager as Owner's agent. Change in  
59 Owner's use of agent does not, in any way, affect the validity of this lease, even if Manager signed/executed the lease as the agent  
60 and/or power of attorney of the Owner.  
61

62 **NOTICES AND CORRESPONDENCE.** All legal notices shall be sent in writing and in compliance with Florida Statutes chapter 83, Part  
63 II—i.e., hand delivery or certified mail to the Manager's address at 429 S Navy Blvd, Pensacola, FL 32507. All other correspondence  
64 may be sent via email, hand delivery, company website (if applicable) or standard mail. In no case are verbal notices alone sufficient,  
65 unless otherwise stated herein. If Tenant needs to contact Manager by phone, he or she must call the phone number(s), (850)  
66 453-5555. Tenant shall not send any notices, rent payments or correspondence directly to the Owner and shall not attempt to  
67 directly contact the owner unless the Owner is not represented by Manager or another agent. Tenant is required to notify Manager  
68 in writing of his or her contact information and any change thereto in writing within 7 days of such change-failure to do so shall  
69 result in a "No Contact Information Update" Fee pursuant to Fee Addendum.  
70

71 **DELAY OF OCCUPANCY.** If occupancy is delayed for construction, repairs, cleaning, or a previous resident's holding over,  
72 Owner/Manager is not responsible for the delay or for any liability, expenses, damages caused by such delay or lease termination.  
73 The lease will remain in force subject to this provision: (1) Owner/Manager will abate rent on a daily basis during delay and  
74 Owner/Manager shall have 7 days to cure any delay in occupancy after written notice from Tenant; however, rent abatement or  
75 lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the premises; (2) if  
76 Owner/Manager is not able to cure said delay within 7 days, Tenant may terminate this lease upon 7 days written notice of said  
77 termination; (3) if Tenant properly terminates this lease, Tenant is entitled to a refund of deposit(s) and any rent paid, minus the  
78 pro-rated rent accrued. The readiness date is considered to be the new move in date as set forth above for all purposes. This new  
79 date may not be moved to an earlier date unless Owner/Manager agrees.  
80

81 **RENT PAYMENT AND CHARGES**

82 **a. Amount and Date.** Tenant agrees to pay monthly installments of \$\_\_\_\_\_ in advance and without demand, due on the  
83 1st day of each month, no later than 4:30 pm. Rent will be considered late on the 2nd day of the month. All payments must be  
84 made payable to myHomeSpot.com and delivered to the Manager's address as stated herein. Tenant is entitled to NO rent "credits"  
85 for any "improvements" or "additions" to the premises, unless Owner/Manager approves such improvements and credit in writing  
86 prior to such improvements being made. (See Also "Alteration/Modification" Provision).  
87

88 **b. Added Rent.** All monies owed under this lease shall be deemed "rent" (e.g. late fees, notice fees, maintenance fees, inspection  
89 fees, reimbursements, sales tax, etc.) and will be due as normal rent (see Fee Addendum). Owner/Manager may add to Tenant's  
90 monthly installment payment for charges, including but not limited to, excessive use of utilities (where Owner/Manager becomes  
91 responsible to pay such utilities); insurance premium increases caused by the Tenant; cost of repairs when the Tenant fails to repair  
92 (see Fee Addendum); Sales Taxes.  
93

94 **c. Type of Payment.** Tenant shall pay rent and all other charges under this lease by valid check (first person checks), money order or  
95 certified check-Cash payments will not be accepted. Second or Third-party checks will not be accepted, unless they are certified  
96 funds. In the event any check presented to Owner/Manager is returned for insufficient funds, stop payment or for any other reason  
97 without payment, Tenant shall pay a fee (See Fee Addendum) and Owner/Manager reserves the right to demand certified funds in  
98 the future. If Tenant presents a check that is returned without payment, then Owner/Manager may refuse to accept Tenant's future  
99 check payments. Owner/Manager is not obligated to notify Tenant of any insufficient funds payments. Ensuring satisfactory  
100 payment is the tenant's responsibility. If Tenant delivers a check for payment which is subsequently misplaced, Tenant is obligated  
101 to immediately deliver another check to Owner/Manager for rent payment.  
102

103 **d. First Payment/Prorated Rent.** (1) If Tenant executes this lease after the 15th day of the month, Tenant shall pay the full amount  
104 of rent for the following month and the prorated rent for the current month simultaneously before move-in. (2) If Tenant executes  
105 this lease prior to the 14th day of the month, Tenant shall pay next month's full rent amount before move in and then shall pay the  
106 pro-rated rent amount for the current month on the next due date.  
107

108 **e. Late Payments.** If Tenant does not pay each monthly installment in full on its due date, Tenant shall pay an initial late charge plus  
109 a late charge per day (See Fee Addendum) after the due date until paid in full by certified/cashiers check. For every notice for  
non-payment of rent delivered, Tenant must pay a Notice Delivery Fee (See Fee Addendum). If Manager accepts any late  
payment(s), such acceptance is not a waiver of Tenant's obligation to timely pay rent.

**f. Fees.** All fee amounts not directly provided herein are governed by the "Fee Addendum." All fees are in addition to and are above  
the rent payments owed. If Tenant pays via an electronic transfer of funds (e.g. credit/debit card, check verification) and

110 Owner/Manager accepts as payment the same, then Tenant shall pay Owner/Manager for the use of such payment type in the  
111 amount of actual costs if any.

112 **g. Order of Payment.** Order of payment from Tenant is: (1) to outstanding balances owed (e.g. past due rent, late fees and charges);  
113 (2) to any fees owed (pursuant to the Fee Addendum), and (3) to current rent payment. All payments must be sent to the following  
114 address unless otherwise stated by Owner/Manager: 429 S Navy Blvd, Pensacola, FL 32507-3369.

115  
116 **SECURITY DEPOSIT ("Deposit").**

117 **a. Amount and Date.** On or before the execution of this Lease, Tenant shall deposit \$\_\_\_\_\_ as security deposit for the  
118 faithful performance by Tenant (individually or for all Tenants) of the term and covenants of this Lease and/or for any monies  
119 and shall be subject to any lawful claims under Florida Statutes, chapter 83.

120 **Multiple Tenants.** If this lease is a multiple tenancy, each tenant shall individually pay 75% of the base sum security deposit and  
121 any additional deposit owed. Tenant shall be liable for the costs of sending the security deposit claim pursuant to FS 83.49, if  
122 Owner/Manager sends such a claim for damages. Any and all monies and fees owed under this lease and tenancy may be  
123 claimed against Tenant's security deposit.

124 **b. Transferred Premises.** This deposit shall not apply to any transferred premises. A new and separate deposit will be required for  
125 the "transferred" premises. Tenant does not have the right to require Owner/Manager to apply any deposit to any other monies  
126 owed by Tenant

127 **c. Account of Security deposit.** The deposit if applicable will be held in the following manner: in a separate Non-Interest bearing  
128 account for Tenants benefit at Mutual of Omaha Bank (bank), whose address is Tampa, FL. Tenant hereby authorizes  
129 Owner/Manager that escrow funds be placed into an interest bearing account – with the same Bank insomuch that any interest  
130 earned for the benefit of Tenant, Owner or Manager shall be donated to a charitable organization is directed by Manager.

131 **d. Return of Security Deposit.** Any returnable deposit shall be made to the following person(s): (1) to undersigned Tenant if no  
132 other Tenants are named in this lease at the Tenant's "last known address"; or (2) if this lease is or becomes a multiple tenant lease,  
133 Manager shall make the full amount returnable (if any) to all remaining tenants collectively on one check and shall send said  
134 payment to the last known address of anyone of the Tenants; or (3) if there is only one Tenant remaining in a multiple tenant lease,  
135 to the last remaining Tenant at his or her "last known address". If this Manager's agency is terminated, Manager will transfer the  
136 deposit to Owner or to his or her new agent for the proper disposition of the deposit and Tenant will hold harmless and indemnify  
137 Manager for any misappropriations of the deposit by Owner or new agent.

138 **e. Claiming Security Deposit.** Upon Tenant's vacating the premises, the Owner/Manager shall have 15 days to return the security  
139 deposit, or if the Owner/Manager intends to make a claim on the security deposit, the Owner/Manager shall have 30 days to give  
140 Tenant written notice to Tenant's last known mailing address of (1) his or her intention to impose a claim on the deposit, (2) the  
141 reason for imposing the claim, and (3) the amount claimed. The notice shall contain a statement in substantially the following form:  
142 *This is a notice of my intention to impose a claim for damages in the amount of \$(amount) upon your security deposit, due to*  
143 *Owner/Manager. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing*  
144 *to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my*  
145 *claim from your security deposit. Your objection must be sent to (Manager's address).* This deposit claim notice requirement is  
146 subject to Tenant's compliance with FS 83.49(5): if Tenant vacates or abandons the premises prior to the expiration of the term  
147 specified in the lease, Tenant shall give at least 7 days' written notice by certified mail or personal delivery to Owner/Manager prior  
148 to vacating or abandoning the premises which notice shall include the address where the tenant may be reached.

149 **f. Tenant's Right to Object to Deposit Claim.** Tenant may object in writing to the imposition of the claim within 15 days after receipt  
150 of the notice of intention to impose a claim. "Unclaimed" notices will be deemed un-objected to.

151 **g. Multiple Tenants (if applicable).** If this lease includes multiple tenants, each Tenant agrees that: (1) each Tenant is jointly and  
152 severally liable for all lease obligations; (2) any notice sent to one Tenant constitutes notice to all Tenants; (3) in an eviction suit,  
153 each resident is considered the agent of all other residents for service of process; (4) in the event a Tenant cancels his or her  
154 tenancy, vacates or abandons the premises, said Tenant agrees that Owner/Manager may retain the entirety of the security deposit  
155 until the natural termination of the lease or until the last remaining Tenant vacates the premises upon termination of the lease. Any  
156 multiple-tenant who vacates the premises early waives any notice requirements under FS 83.49; (5) to hold harmless and indemnify  
157 Owner/Manager of all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of  
158 action, suits, claims, demands, or judgments of any nature whatsoever arising from making payable to and/or transferring the  
159 security deposit in any manner prescribed in this lease.

160 **h. "Vacate Date."** If Tenant vacates the premises before the expressed vacate date herein, the "vacate date" shall be treated as  
161 follows: (1) by an agreed upon vacate date between Tenant and Owner/Manager, whether oral or in writing; (2) by the date of  
162 execution of writ of possession if tenant is evicted; (3) by the date the tenant "surrenders" the premises; (4) by the date the  
163 Owner/Manager is legally able to terminate the lease pursuant to "abandonment" of Florida Statutes 83.

164  
165 **VEHICLES.** Tenant may park on areas of concrete/asphalt only. NO parking on grass, vegetation, or any other  
166 non-concrete/asphalt area of yard. Vehicles must be currently licensed, owned by Tenant, registered, operational and properly  
167 parked. Tenant shall abide by all parking rules established now or in the future. No trailers, campers, vehicles on blocks,  
168 motorcycles, boats or commercial vehicles are allowed on or about the premises without Owner/Manager's consent in writing.  
169 Tenant shall not repair or disassemble any vehicle on premises. Vehicles not meeting the above requirements and additional rules

170 of Owner/Manager are unauthorized vehicles and subject to being towed at Tenant's expense and Tenant shall indemnify  
171 Owner/Manager for any expenses incurred due to the towing of said vehicles, regardless of vehicle ownership. Tenant shall operate  
172 any and all vehicles according to all applicable laws, ordinance, and regulations within a one mile radius of the premises if not  
173 located within a homeowners association, but if located within a homeowners association, then within the boundaries of the  
174 association. Tenant shall in no wise endanger the lives of others by the use or operation of any vehicle. Owner/Manager makes no  
175 warranties or guarantees concerning the Tenant's parking spaces, his or her access to the same, or the nature and character of the  
176 same. If Tenant has certain special needs concerning parking and demands that certain parking be available during the tenancy,  
177 Tenant must notify Owner/Manager in writing of this need at least forty-eight (48) hours before executing this lease. Tenant agrees  
178 that only the following vehicle(s) (if any) will be located on the premises and are the only vehicles belonging to Tenant. If no vehicles  
179 are listed below, Tenant hereby certifies that the vehicles listed in the application are the only vehicles belonging to the Tenant and  
180 will be incorporated into this lease as such:

Vehicle:	Year   Make   Model   Color	Owner Name	Lic Plate #
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181 **UTILITIES.** Owner will provide NO utilities. If Owner provides any utilities, Tenant shall use such utilities in a reasonable and  
182 normal-use fashion. Tenant shall pay for all other utilities not specifically provided herein. Tenant shall initiate and/or maintain all  
183 utilities in his or her name and shall pay all charges for hook-up, connection, deposits and utilities during his or her lease term  
184 (including filters for the air conditioning). If Tenant fails to place utilities in his or her name--and any utility is still in the Owner's  
185 name at the time the Tenant takes occupancy--Owner/Manager may order such utilities terminated, and any charges for any  
186 portion of time of occupancy by Tenant shall be due immediately as *additional rent*. Failure to place utilities in Tenant's name more  
187 on date of occupancy shall constitute a material breach of this lease. Utilities may be used for normal household purposes and must  
188 not be wasted. If electricity is ever interrupted, Tenant must use only battery-operated lighting. Owner/Manager makes no  
189 representations or promises concerning the cost of utilities in any given month or season and Tenant bears the responsibility of  
190 paying for all utility. Tenant SHALL NOT turn off power and water utilities no sooner than 3 business days after the vacate date.  
191 Tenant is liable for excessive utility use, where the Owner/Manager becomes responsible for such utilities and such will become  
192 *additional rent*. Owner/Manager may change or install utility lines or equipment serving the premises if the work is done reasonably  
193 without substantially increasing Tenant's utility costs. Owner/Manager may turn off equipment and interrupt utilities as needed to  
194 avoid property damage or to perform work.

195  
196 **INSURANCE.** The Tenant should procure and carry liability and renters insurance. Owner/Manager in no way carries insurance  
197 coverage for Tenant's property. Tenant shall hold Owner/Manager harmless for any damages not covered by insurance.

198  
199 **USE OF THE PREMISES.**

200 **a. General Use.** Tenant shall use the Premises only for residential purposes. If commercial activity is allowed by Owner/Manager, it  
201 shall be allowed only pursuant to "Home Based Business Addendum" entered into between Tenant and Owner/Manager. Tenant  
202 shall (1) comply with all obligations imposed upon Tenants by applicable provisions of building, housing, health codes and  
203 home/condo associations; (2) keep the premises clean and sanitary--including all interior and exterior; (3) timely remove all garbage  
204 in a dean and sanitary manner; (4) keep all plumbing fixtures clean, sanitary and in repair (Owner/Manager is not responsible for  
205 "plumbing blockages" caused by tenant); (5) use and operate in a reasonable manner all electrical, plumbing, amenities, utilities,  
206 appliances, sanitary, heating, ventilating, air-conditioning and other facilities as such are intended to be used; (6) conduct him or  
207 herself (and require other persons on the premises with his or her consent to conduct themselves) in a manner that does not  
208 unreasonably disturb the Tenant's neighbors or constitute a breach of the peace; and (7) return the premises in its original  
209 condition, with exception of normal use.

210 **b. Prohibited Conduct.** Tenant shall not: (1) create any nuisances or any environmental or health hazards on or about the Premises;  
211 (2) destroy, deface, damage, impair, or remove any part of the Premises belonging to Owner (both real and personal property), nor  
212 permit any person to do so; (3) disturb the quiet use and enjoyment of his or her neighbors; (4) discharge any firearm in or around  
213 the premises; (5) tamper with utilities or telecommunications of the premises; (6) smoke in the premises at any time (which is a  
214 NON-CURABLE violation) and if conducted outside, must be done at least 20 feet away from the premises; (7) attach anything to the  
215 ceilings--Tenant will only be allowed to use small hanging nails to hang decorations on the walls, with no more than 6 nails per  
216 wall--Note: nails that are used to hang, say, big screen TV's or other large items, are not included as permissible nails; (8) prevent  
217 Owner/Manager's access to the premises by any means, including, but not limited to, changing the locks or using any bootlock or  
218 similar device; (9) commit or permit illegal activities conducted on premises; (10) keep any dangerous or flammable items that  
219 might increase the danger of fire or damage on the premises without Owner/Manager's prior written consent; (11) display any

220 offensive or objectionable signage on the premises.

221 **c. Flotation Bedding ("waterbed").** Any flotation bedding system that violates applicable building codes is prohibited. In the event

222 the Tenant does have a flotation bedding system in the premises, Tenant shall be required to carry flotation insurance in the

223 amount of not less than \$15,000 and shall name the Owner and Manager as an additional insured. This insurance is in addition to

224 the insurance requirement(s) stated herein.

225 **d. Alterations/Modifications.** Tenant may not make any alterations or improvements to the premises, including but not limited to,

226 altering or applying paint on walls/ceilings, wall-papering walls/ceilings, flooring, mounting satellite dish to property, etc., unless

227 otherwise agreed upon in writing by Owner/Manager prior to such alteration or improvement. Tenant is not entitled to any rent

228 "credit" for unauthorized alterations or modification. Any fixtures attached to the house during the lease term shall become

229 property of the Owner.

230 **e. Pets/Animals.** The conditions and admittance of pets on the premises shall be allowed only by the Animal Addendum to this

231 lease. If no Animal Addendum is entered into, no pets will be allowed. Manager may refuse Tenant the privilege of having pets on

232 the premises.

233 **f. Guests/Occupants.** Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more

234 than 14 consecutive nights in any calendar year or 45 non-consecutive nights in any calendar year. If a guest stays more than said

235 days in any calendar year, Tenant shall pay a fee (See Fee Addendum). No guest has any authority to make any claim(s) of right

236 under this lease whatsoever, including but not limited to, request for repairs, maintenance, renewals, addendums, amendments,

237 payment, "lock-out" remedy requests, etc. Tenant must ensure that any occupant complies with the use and prohibited conduct of

238 the lease and Tenant is responsible for the conduct of any occupant.

239 **g. Criminal Activity/Civil Forfeiture.** Owner/Manager may immediately terminate lease without notice to the Tenant subject to the

240 following terms: Tenant, any member of the Tenant's household, or a guest or other person under Tenant's supervision or control

241 shall not engage in *any* illegal activity (whether committed, solicited, attempted or conspired) or in any breach of the lease

242 agreement that otherwise jeopardizes the safety or welfare or any persons. **A single violation of the above provisions shall be a**

243 **non-curable, material violation of the lease and good cause for termination of tenancy.** The Standard of Proof of this violation

244 shall not require criminal conviction but shall require a preponderance of the evidence in a civil court of law.

245 **h. Additional Tenants.** No new tenant is allowed to be added to this lease unless approved by Owner/Manager and agreed upon in

246 writing. Tenant is subject to Unauthorized Occupant Fees (see Fee Addendum) for violating this provision. If Owner/Manager

247 approves Tenant's ability to add a new tenant, such prospective new tenant is subject to all application procedures of

248 Owner/Manager and is subject to denial depending upon the results.

249 **i. Transfer of Premises.** Tenant shall not be allowed to transfer this lease to another premises for any reason, unless agreed upon in

250 writing or unless it is necessary, in discretion of Owner/Manager, due to the condition of the premises.

251 **k. Equipment & Amenities.** Tenant agrees: (1) no pools, trampolines, "swing-set," athletic equipment, recreational equipment, or

252 any items or activities that can possibly cause interference with or affect the insurance coverage of the premises will be permitted;

253 (2) to cease any activity and/or remove any items that causes interference with or affects the insurance coverage on the premises

254 immediately upon notice; and (3) Tenant will not permit any Equipment or Amenity to be placed on the premises without prior

255 written consent of Owner/Manager.

256 **l. Propane/Gas Utility.** No gas (propane or any other flammable gas or liquid) grill or tank or tanks containing any flammable gas or

257 liquid shall be used or stored inside any attachment to structure on the premises. Said utilities must be stored outside any attached

258 structure.

259 **m. Extended Leave.** If Tenant temporarily vacates the premises during the term of the lease with the intent to be continuously

260 vacant from the premises for a period of no less than 30 days, such that Tenant is not able to normally and reasonably care for and

261 oversee the use and condition of the premises, then Tenant shall notify the Manager in writing within 7 days from said vacancy,

262 stating the date on which Tenant shall be vacating and the date on which the Tenant will be returning. Before Tenant temporarily

263 vacates, Tenant shall turn off the water valve at the main water line going into the premises, to prevent any potential overflows and

264 other plumbing problems and damages. Tenant shall comply with the "freeze warnings" procedures stated herein and make

265 arrangements to comply with such provision in the event of "freeze warning" conditions. Tenant shall comply with all terms of this

266 lease during such extended leave, including yard maintenance. Tenant's giving notice of extended leave to Owner/Manager in no

267 way obligates said party to care for and maintain the premises during Tenant's leave.

268  
269 **CONDITION AND MAINTENANCE OF THE PREMISES.**

270 **a. Certification of "Habitable" Condition of Premises.** Owner warrants that the premises are fit for human habitation and will

271 remain fit--meaning that the premises will be free from any dangerous or unlivable conditions. Owner does not make any implied

272 warranties concerning the premises. Tenant accepts the premises, fixtures (and furniture/appliances--if applicable) **"AS IS."** Owner

273 makes no representation or warranties regarding the actions of other parties, such as criminal, negligent or tortious activities,

274 neighbors, public use of highways, streets, or utilities, vehicle or other transportation noise, and Tenant waives any causes of action

275 or claims against Owner/Manager regarding the same.

276 **b. Tenant's General Required Maintenance.** Tenant will comply with the "General Use" provision above using due diligence

277 pursuant to FS 83.52. Tenant shall use, keep and maintain the A/C filters and drain line(s); extermination of the premises (see also

278 below); locks and keys; window and/or door screening; and smoke alarm(s) and shall heed "freeze warnings," where Tenant must

279 turn pool pumps on (if any) and must drain the well pump (if any) and must turn inside faucets on at a low drip during such "freeze"

280 conditions. Tenant is responsible for all Minor Repairs. (See "Minor Repairs" Addendum), Tenant is responsible for any damaged  
281 caused by his or her failure to properly use, keep and maintain above items, including the cost of Manager serving Tenant a 7 day  
282 notice to cure. (See Fee Addendum). Trash cans must be stowed out of view, they may be placed on street for the purposes of  
283 collection no sooner or later than 12 hours from normally scheduled time for service.

284 **c. Owner's Altering of "Obligations."** If the premises is a single-family dwelling home or a duplex, Owner/Manager hereby  
285 expressly alters his or her responsibility under FS 83.51 and is not responsible for the following: (1) any smoke alarms--if Tenant  
286 desires smoke alarms, he or she is solely responsible for installing and/or maintaining said smoke alarms (i.e. testing batteries,  
287 replacing batteries, replacing detector, etc.); (2) Extermination of any non-wood destroying types of natural "pests" (I.e. mammals,  
288 reptiles, insect, etc.)-except that Owner/Manager IS responsible for such extermination within 2 days after move in and is at all  
289 times during this lease responsible to exterminate *wood-destroying* pests, subject to the remaining provisions of this lease; (3)  
290 Locks and keys maintenance; (4) Cable and Telephone Jacks and lines; (5) Air Conditioner filters and Air Conditioner drain lines; (6)  
291 fire extinguishers; (7) window and/or door screens; (8) Tenant-clogged drain lines; (9) Minor repairs (See Minor Repair Addendum).  
292 Tenant is hereby expressly assuming and taking responsibility for the items in this provision.

293 **d. Owner's Obligations.** Owner shall (1) pay for expenses necessary to keep in reasonable order the heating and A/C, appliances as  
294 indicated in this lease (see below), electrical system, roof and any major structural parts; and (2) keep the premises in compliance  
295 with Florida's warranty of habitability.

296 **e. Notice of Defect and Maintenance Requests.** Tenant shall immediately send Owner/Manager notice of any safety, maintenance  
297 or repair issue. Owner/Manager is not legally obligated to inspect, repair or maintain the premises simply because Tenant notices  
298 Owner/Manager of a matter where such is the responsibility of the Tenant. To invoke a *necessary* inspection by the  
299 Owner/Manager, Tenant shall clearly express in the notice his or her intent that the Owner/Manager perform a physical inspection  
300 regarding the matter in the notice. If Tenant makes a request or legal demand to the Owner/Manager to address a matter that is  
301 not the responsibility of the Owner/Manager such that the Owner/Manager inspects the premises (either personally or by an  
302 agent), Tenant shall be responsible to pay a *Tenant Requested Inspection Fee* (See Fee Addendum) for the added burden and  
303 expense of the Owner/Manager to address and inspect the matter raised by the Tenant. In such a case, if the Owner/Manager in  
304 fact performs the repair, Owner/Manager may charge the Tenant for the costs and labor of such repair. Air conditioning problems  
305 are not emergencies. If air conditioning or other equipment malfunctions, Tenant must notify Owner/Manager as soon as possible.  
306 Owner/Manager will act with customary diligence to make repairs and reconnections. Tenant is not entitled to any "offset" or  
307 "credit" of rent for monies expended by Tenant on or for the premises, unless otherwise agreed upon in writing.

308 **f. Mold.** Owner/Manager may terminate this lease subject to the Mold Addendum Agreement. Any Tenant notices to  
309 Owner/Manager concerning the presence of mold must be accompanied by a written report performed by a professional and  
310 licensed mold inspection specialist unrelated to the tenant and who does not perform remediation services (at the Tenant's  
311 expense), which indicate the type of mold present (if any) and its likely causation.

312 **g. Appliances.** Tenant shall properly and safely use any and all appliances on the premises and shall immediately notify  
313 Owner/Manager of any dangerous or defective conditions created by the same. Tenant shall not perform any repairs on any  
314 appliances owned by the Owner, unless otherwise agreed upon in writing. Tenant shall give notice to Owner/Manager of the  
315 Owner's damaged appliance and shall request that the Owner/Manager remove said damaged appliance within seven (7) days of  
316 receipt of said notice. If Owner/Manager does not timely remove said appliance, Tenant may dispose of said appliance as he or she  
317 deems appropriate, at his or her own cost.

318 **h. Yard/Shrubs/Grass/Trees/Roof.** Tenant shall, at his or her sole cost and expense, routinely and reasonably keep and maintain (1)  
319 the premises in good and sanitary condition, including, but not limited to, mowing (turf shall not exceed 6"), edging the sidewalks,  
320 "weed-eating," raking, watering (if premises has a sprinkler system that malfunctions, it does not relieve tenant from this  
321 obligation), and fertilizing the lawn, and pruning, watering and fertilizing trees and shrubs within the boundaries of the property  
322 lines; controlling weed and vine overgrowth; spraying appropriate chemicals to treat laws for weed and insect control; all shrubs,  
323 unless otherwise notified, shall be trimmed one foot from the exterior walls of the premises and when there is new growth of  
324 6-inches and maintained at their original size as of move-in date; clearing roof, gutters, and drains of debris; (2) all drives, walks and  
325 streets edged and clean by removing dirt and debris; and (3) the premises free from any and all dangerous conditions. If Tenant  
326 violated this provision and the violation is "curable," Manager may deliver a Notice to Cure. If Tenant fails to comply, Manager may  
327 terminate the lease or perform the services required and charge such services to Tenant as additional rent. This provision shall apply  
328 completely unless this lease or addendum specifically provides otherwise. NO parking on grass or other vegetation area. Tenant  
329 shall not plant or attempt to grow any gardens or crops of any sort in or on the premises without prior written consent by the  
330 Owner/Manager. Tenant shall notify Manager of any tree limbs that grow within 4-feet of any structure such as the roof, fence, or  
331 storage shed. Tenant shall not install any satellite dish to the structure of the home or in any manner as to become visible from the  
332 street. Any satellite dish must be installed on a removable freestanding pole invisible from the street.

333 **i. Fireplace.** If the premises has a fireplace, Tenant shall pay a *Fireplace Cleaning Fee* (See Fee Addendum) upon vacating the  
334 premises. Tenant agrees that Owner/Manager may take said fireplace cleaning fee from the security deposit without the need of  
335 sending to the Tenant a written claim on said security deposit. The Fireplace Cleaning Fee does not include cleaning services for  
336 Tenant's normal obligation to clean the fireplace inserts, screens, mantels, etc., but only includes cleaning the chimney.

337  
338 **FURNITURE AND APPLIANCES.** Any furnishings and/or appliances present in the premises may be removed by Owner/Manager at  
339 any time without notice to Tenant and without cause if Owner/Manager is not obligated to provide such, as indicated below. The

340 premises include the following appliances (if checked) and any such "checked" appliances in the relevant column are deemed to be  
341 an obligation of the Owner to provide and/or repair if such appliances are "checked" in the appropriate indicative box. (See Also  
342 "Appliances" provision herein):

344	Refrigerator	Dishwasher	Stove/Oven	Microwave
346	Window HVAC	Clothes Washer	Clothes Dryer	Satellite Receiver

347  
348  
349 **DAMAGES**

350 **a. Waiver of Liability on Tenant's Property.** In the event of default or abandonment, there are no rights of storage. BY SIGNING THIS  
351 RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE  
352 DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE  
353 LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

354 **b. Risk of loss.** Owner/Manager shall not be liable or responsible for any damage or injury to Tenant's property located on the  
355 premises and/or to Tenant or Tenant's guest, occupant, agent, family or employee on the premises resulting from: (1) any condition  
356 created or caused by the negligent or wrongful act or omission of said persons; (2) the normal use of the Tenant or others on the  
357 premises; (3) any intervening third act, natural disaster or "Act of God;" or (4) malfunctioning appliances, such as refrigeration,  
358 washer, dryer, microwave, etc.

359 **c. Reimbursement.** For any incurred loss, damage, fines, fees, or cost of repairs that are not the fault of Owner/Manager and are  
360 the fault of or otherwise the responsibility of the Tenant, guest, invitee, or family of the Tenant, Tenant shall immediately reimburse  
361 Owner/Manager for any expenses incurred as a result, which shall become "additional rent." If Tenant replaces or installs any  
362 fixtures or appliances of the premises and such fixtures or appliances need to be repaired or replaced due to their condition, Tenant  
363 shall be liable for the repairing or replacing of such.

364 **d. Minor Repairs and Cosmetic Repairs.** All "minor repairs" not related to the warranty of habitability shall be paid by the Tenant,  
365 which is subject to Minor Repairs Addendum. Tenant is not entitled to an offset of rent for any expenditure by Tenant on or for the  
366 premises.

367 **e. Owner's Right to Terminate Lease for Major Repair.** If a major repair must be made to the premises, to no fault of the  
368 Owner/Manager, and Tenant's vacating the premises is necessary, Owner/Manager may terminate this agreement upon 7 days  
369 notice, and Tenant agrees to vacate the premises holding Owner/Manager harmless for any damages suffered, if any. "Major  
370 repair" shall be presumed if (1) Tenant must or does vacate the premises for 7 days or more to accommodate the repair work; (2)  
371 Tenant is not able to remain or should not remain in the premises due to major health problems caused by the condition of the  
372 premises; or (3) Tenant sends proper notice concerning the noncompliance and Owner/Manager makes reasonable attempts to  
373 cure the noncompliance but is unable to. Owner/Manager may *immediately* terminate the lease without notice if the Tenant's  
374 presence in the premises is dangerous, unsafe, or hazardous to his or her health or safety.

375 **f. Condemnation, Damage To Premises, Acts Of God And Termination.** If for any reason the premises are condemned by any  
376 governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through  
377 fire, water, smoke, wind, flood, act of God, nature or accident, or if Owner/Manager deems it necessary that Tenant vacate the  
378 premises for repairs to the premises, Owner/Manager may immediately terminate this lease. If such an event occurs,  
379 Owner/Manager shall (if Tenant is not in default) waive any further rent under the terms of the lease. If such an event occurs,  
380 Tenant waives all claims against Owner/Manager for any damages suffered by such condemnation, damage, destruction or lease  
381 termination.

382 **g. Damages for Early Vacate.** If Tenant (1) vacates without paying rent in full for the entire lease term or renewal period, (2) vacates  
383 at Owner/Manager's demand because of Tenant default, or (3) is judicially evicted, Tenant will be liable for all rent owed at the time  
384 and as it becomes due under the terms of this lease until the Owner/Manager is able to re-rent, but if Owner/Manager is not able to  
385 reasonably re-rent for the same amount (under this lease) or chooses to "sit by and do nothing," Tenant will be liable for the entire  
386 monthly rental installment or the difference thereof, according to FS 83.595. If (i) Tenant vacates as such or fails to move in at all, (ii)  
387 Owner/Manager decides to re-lease the premises on Tenant's account, and (iii) Manager markets the premises to re-lease, Tenant  
388 shall pay a Re-lease Commission Fee (See Fee Addendum) to market and re-lease the premises. This section is subject to the  
389 "Liquidated Damages Addendum" (if executed by all parties and attached hereto).

390 **h. Mitigation.** Tenant shall make all reasonable attempts to protect, reduce, diminish any occurring damages or any conditions that  
391 the Tenant knew or should have known would have imminently caused damages to the premises and/or to personal property.

392 **i. Indemnification.** Tenant shall hold harmless, pay and protect and indemnify Owner/Manager for any and all damages, losses,  
393 injuries, liabilities, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands,  
394 or judgments of any nature whatsoever arising from (1) any injury to, or the death of, any person, or any damage to the property or  
395 upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or  
396 occupancy of the premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways;  
397 (2) Tenant's violation of any agreement or condition hereof; (3) violation by any contractor, subcontractor, tenant, sublessees,  
398 occupants, guests or family of the lease, of any contract or agreement to which Owner/Manager is a party, or any restriction,  
399 statute, law, ordinance, or regulation, in each case affecting the property or any part thereof, or the ownership, occupancy, or use

thereof; (4) losses suffered by Tenant as a result of conditions of the premises out of control of Owner/Manager; (5) Tenant's refusal or failure to pay rent, carry required insurance or otherwise comply with the terms and conditions of any lease affecting the Premises or persons or property thereon; or (6) from the misconduct, tortious acts or negligence of any tenant, contractor, subcontractor, sublessees, occupants, guests, family or other third parties.

**j. Tenant Liable for Damages.** Tenant shall be responsible for any and all actual damages to the premises caused by the Tenant, occupants, family, guests, invitees or any on the premises with Tenant's implied or expressed permission.

**DEFAULT.** Any breach of this lease (whether expressly stated herein or not) shall constitute a default by Tenant. If the Tenant fails to comply with this lease, or reasonable rules of regulations, the Owner/Manager may exercise the following rights:

**a. Non-curable Noncompliance.** If such noncompliance is of a nature that the Tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by Owner/Manager of a similar violation, deliver a written notice to the Tenant specifying the noncompliance and Owner/Manager's intent to terminate the lease by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, smoking indoors, criminal activity, damage, or misuse of Owner's or other Tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, Owner/Manager may terminate the lease and the Tenant shall have 7 days from the date that the notice is delivered to vacate the premises.

**b. Curable Noncompliance.** If such noncompliance is of a nature that the Tenant should be given an opportunity to cure it, deliver a written notice to the Tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, Owner/Manager shall terminate the lease by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary.

**c. Failure to Pay.** If the Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday and Sunday, and "legal holidays," after delivery of written demand by Owner/Manager for payment of the rent or possession of the premises, Owner/Manager may terminate the lease. Said notice shall state that: (1) Tenant has failed to pay rent, (2) the full amount owed, and (3) if Tenant does not pay full payment within 3 days, Tenant must vacate premises.

**d. Termination of Lease.** Upon any breach or default of this lease and/or addendums, Owner/Manager may terminate this lease and evict Tenant.

**e. "Surrender" of Premises.** Tenant shall sign an Agreement to Vacate provided by the Manager/Owner in the event the Tenant surrenders the property, which shall evident the Tenant's intent to surrender the property to the Manager/Owner. Manager/Owner may retake possession of the premises pursuant to other evident intents manifested by the Tenant's action, as already described herein. Tenant surrenders the premises pursuant FS 83.60(3) (b), allowing Owner/Manager to terminate Tenant's lease and repossess the for purposes of the caused by Tenant's surrender, including (but not limited to) when Tenant (1) turns in the keys to the Owner/Manager with the intent to vacate the premises, or (2) executes and delivers a notice/agreement that Tenant has vacated premises and is surrendering possession prior to the natural expiration of the lease. CAVEAT: Owner/Manager has discretion *not* to accept such surrender of the premises, and re-entry shall not be deemed as acceptance of surrender, pursuant to FS 83.595(3). If this lease is or becomes a multiple tenant lease, the act(s) of "surrender" must be performed by or with expressed (either by actions, verbally or in writing) consent of each tenant.

**f. Hindering the Owner/Manager from Compliance.** Tenant shall not hinder, impair or otherwise prevent Manager, in any way, from complying with the terms of the lease. To do so is a breach of this lease.

**g. Notice Fees.** Tenant shall be responsible to pay Owner/Manager for any and all Notices that the Owner/Manager must deliver to Tenant for Tenant's failure to comply with the terms of this lease. (See Fee Addendum).

**TERMINATION EVENTS.** When any governmental authority orders the premises to be altered, either party may terminate this lease and shall not be held liable for any resulting damages. In case of a foreclosure order on a mortgage on the premises; or the bankruptcy or insolvency, or making of an assignment for the benefit of creditors on the part of the Tenant; a judgment or order of foreclosure; or the issuance of an execution or similar process against the Tenant, this lease may be terminated by either party and shall not be held liable for any resulting damages. If a foreclosure action is filed against the Owner/premises, such an event does not give Tenant the right to terminate the lease; the right to terminate the lease shall be conditioned upon a court of proper jurisdiction ordering the tenant to be removed from the premises. If the premises are "condemned" as defined by a local, state or federal governmental agency, this lease shall terminate and neither party shall be liable for resulting damages. This lease will be terminated automatically if the Tenant has deceived, lied, or defrauded Owner/Manager in any way concerning any material aspect of this tenancy, including but not limited to, application process or lease provisions.

**NATURAL DISASTERS.** Tenant is responsible to protect, secure and prepare him or herself and property against any and all natural disasters affecting geographical area of the county in which premises are located, with regard to the premises, personal property and persons. Tenant is not required to, but if Tenant attempts to protect the premises (e.g. by installing shutters, boarding and/or taping windows, etc.), Tenant is responsible to ensure that such is reasonably and professionally done at Tenant's expense so as not to cause damage to the premises and shall reimburse Owner/Manager if Tenant does cause damage. If the premises are damaged



460 by a disaster, the "Damage" sections herein apply. Items damaged that are not under the "warranty of habitability" are the  
461 responsibility of Tenant. Tenant is responsible to perform clean-up tasks after such disasters (e.g. fallen branches, leaves, small  
462 trees, etc.), except that Owner/Manager shall be responsible to remove any large trees (larger than 25 feet, weighing over 100 lbs.)  
463 damaged by a disaster (unless otherwise agreed). Owner/Manager's obligations of this provision will be performed in a reasonable  
464 manner and time, considering the circumstances at the time. Tenant agrees that it is not the responsibility of the Owner/Manager  
465 to install any precautionary items for any such disasters, such as window shutters, boarding, generators, etc., and Tenant agrees to  
466 hold Owner/Manager harmless for any damages or injuries caused to Tenant's property or to the premises for not providing such  
467 items. Likewise, if the Owner/Manager has provided such items, Owner/Manager makes no warranties or promises concerning their  
468 quality and Tenant shall hold harmless the Owner/Manager for any damages relating to the malfunctioning, defect or misuse of  
469 such items provided and shall not rely on such items as a means of prevention of damages or the failure to obtain renter's  
470 insurance. Generators will be allowed on the premises. If allowed, Tenant shall not place any generator within 40 feet of any  
471 building on the premises, shall only use the same to power standard house appliances (e.g. refrigerator, microwave, a/c window  
472 unit, etc.), shall NOT use the same to provide power to the premises or any other part of the premises, and shall be used in a safe  
473 and reasonable manner. Owner/Manager reserves the right to protect, secure and/or prepare the property for natural disasters and  
474 other emergency situations as they deem necessary and appropriate.  
475

476 **WAIVER OF RIGHTS.** If the Tenant pays rent with actual knowledge of a noncompliance by Owner/Manager or accepts performance  
477 by Owner/Manager of any other provision of the lease that is at variance with its provisions, Tenant waives his or her right to  
478 terminate the lease or to bring a civil action for that noncompliance.  
479

480 **ACCESS TO PREMISES.** 1. Owner/Manager may enter the Premises in the following circumstances: (a) at any time for the protection  
481 or preservation of the Premises (i.e. emergencies); (b) after reasonable notice (not less than 12 hours and between 7:30 am to  
482 8:00pm), by telephone, hand delivery or posting notice for purposes such as: to inspect the Premises; make necessary or  
483 agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or  
484 actual Manager-approved purchasers, appraisers, surveyors, mortgagees, tenants, workers, contractors, subcontractors, or the like;  
485 (c) with Tenant's consent; (d) when Tenant unreasonably withholds consent; (e) in cases where there is a condition or circumstance  
486 in the premises that is substantially interfering with a neighbor's quiet enjoyment of their residence and the Tenant or resident is  
487 not available to cure the interference, or (f) if Tenant is absent from the Premises for a period of at least one-half of Rental  
488 Installment Period. 2. No other party may use or request Owner/Manager for purposes of gaining access to the premises without  
489 prior written approval by Tenant, other than the Tenant and the occupants listed herein, Owner/Manager's "driving by" the  
490 premises is not considered to be an inspection of the premises requiring notice, where the Owner/Manager does not enter the  
491 property or the premises. Owner/Manager may take photographs and video of the premises and collect other information  
492 regarding the condition of the premises during his or her premises inspections for purposes of managing the condition of the  
493 property. Tenant agrees that Owner/Manager or other Real Estate Agent may access the premises for purposes of showing the  
494 premises to potential buyers and/or renters if the house has been placed "for sale" or "for rent" by the Owner/Manager, Tenant has  
495 no right to be present at any time when Owner/Manager accesses the premises; however, the Tenant may be present at any time  
496 during said access, but shall not interfere with the purpose of the access at any time. Failure to comply with this section is  
497 non-curable violation of the lease.  
498

499 **VACATE NOTICE.** This lease will not automatically renew upon the natural expiration of the lease. Tenant is required to leave the  
500 premises no later than "vacate date," unless otherwise agreed in writing. Tenant must give Owner/Manager a written "Notice of  
501 Intent to Vacate" no later than 30 days before vacating premises at the natural expiration of the lease. Failure to deliver said notice  
502 before vacating will result in Tenant being liable to pay liquidated damages pursuant to FS 83.575 (See Fee Addendum). Tenant does  
503 not have a right to legally terminate the lease with said "Intent to Vacate Notice" prior to the natural expiration of this lease. If  
504 Tenant does not remove him or herself and all of his or her belongings by "vacate date," Tenant shall become a "holdover" pursuant  
505 to the herein  
506

507 **HOLDOVER.** If Tenant remains in the premises upon the natural expiration of the lease without permission of Owner/Manager,  
508 Tenant will be liable for double the rent for each month the Tenant remains in the premises, pursuant to FS 83.58. If Tenant  
509 remains as a "holdover," Tenant's obligations under this lease remain in force.  
510

511 **VACATE PROCEDURES.** All residents, guests, and occupants must vacate the premises no later than the vacate date. Before vacate  
512 date and Tenant vacating, Tenant shall reasonably and thoroughly clean the premises, including the following: *floors, fireplace,*  
513 *doors, windows, window seals/ledges, base boards, walls, ceiling fans, blinds, furniture, bathrooms, kitchen appliances, patios,*  
514 *balconies, garages, carports, and storage rooms.* Tenant shall also: *mow, edge and trim the landscape, remove weeds and refresh*  
515 *all mulch in the bedding areas, trim shrubs, replace an damaged turf or plant, treat landscape for any insects.* At Tenant's  
516 vacating, Tenant comply with the *Housekeeping Addendum* (if attached hereto) and shall (1) peaceably surrender the premises by  
517 turning in all keys and remotes and any other property owned by Owner; (2) leave the premises in a good, *clean* condition; (3) have  
518 all carpets cleaned by a licensed and bonded professional and provide Owner/Manager with a receipt of the same: failure to do so  
519 shall result in Tenant paying a *Carpet Cleaning Fee* for such service (See Fee Addendum); (4) leave the power and water utilities ON

520 no less than 3 business days from "vacate date": violation of this provision subject Tenant to pay a fee (See Fee Addendum); (5)  
521 physically return all keys to Owner/Manager no later than vacate date: if all keys are not returned before vacate date to  
522 Owner/Manager, Tenant shall pay a *Failure to Return Key Fee* (See Fee Addendum). **Tenant must perform cleaning vacate**  
523 **procedures no more than 2 days prior to vacating and must do so after all furniture and tenants, occupants and guests are**  
524 **removed.** If Tenant fails to comply with vacate procedures and as a result, Owner/Manager is delayed from placing the premises  
525 back on the market for rental, Tenant shall pay an amount equal to the pro-rated rental amount of the premises for each day that  
526 the premises are delayed such. This provision applies even if Tenant is vacating the premises prior to the natural expiration of this  
527 lease.

529 **RENEWAL/EXTENSION.** This Lease may be renewed or extended only by a written agreement signed by both Owner/Manager and  
530 Tenant. Renewal or Extension is not an absolute right of the Tenant. If Owner/Manager refuses to make an offer to renew/extend,  
531 then the Tenant shall vacate no later than the vacate date; and if the Tenant does not vacate, he or she will be considered a  
532 "holdover" (see holdover provision herein). If an offer to renew is made (e.g. sending a new lease to sign), Owner/Manager may  
533 withdraw said offer to renew anytime before Owner/Manager executes the new, written agreement. In the event Owner/Manager  
534 consents in writing to Tenant remaining in premises after the natural expiration of this lease and no written agreement is entered  
535 into, Tenant's tenancy will become "month to month." If Tenant enters into a new agreement with Owner/Manager, Tenant shall  
536 pay a *Lease Renewal Fee* (See Fee Addendum). If this lease becomes a "month-to-month", rent shall increase an additional amount  
537 as described in the Fee Addendum per month without notice.

539 **MILITARY TRANSFER.** Owner/Manager will honor Tenant's written notice of a military transfer subject to FS 83.682. If this is a  
540 multiple-tenant lease, all tenants agree that if a tenant receives an order to transfer as qualified in FS 83.682, only the tenant  
541 receiving said order may be released from this lease as described in said statute-all other tenants shall remain bound to this lease  
542 and all lease provisions remain in effect "Miles" shall mean "radius miles," as such is not defined by FS 83.682.

544 **OWNER RIGHTS TO TERMINATE WITH NOTICE.** Tenant(s) understands and agrees that if Owner wishes to reoccupy the premises as  
545 the Owner's residence, sell such property, or otherwise take possession of such property; this Lease may be terminated by the legal  
546 Owner(s) or the Owner's designated Agent, upon giving the Tenant no less than sixty days prior written notice to terminate the  
547 lease at the end of the calendar month, sixty days later. Tenant shall be required to perform the terms of this Lease until this final  
548 termination date as determined by the Owner/Manager.

550 **SIGN "FOR RENT"/"FOR SALE".** Owner/Manager may place a "For Rent" or "For Sale" sign in a conspicuous place on the premises at  
551 any time during the tenancy. Tenant shall not interfere with, destroy or damage said sign.

553 **DISPUTES AND LITIGATION.** In the event of a dispute concerning the security deposit and tenancy created by this agreement,  
554 Tenant agrees to hold Manager, its heirs, employees and assigns harmless and shall look solely to Owner in the event of a legal  
555 dispute.

557 **DISCLOSURE WAIVER.** If a lawful agent requests information on any Tenant's rental history for law-enforcement or governmental  
558 purposes, Tenant consents to the providing such information. With exception to information protected by the Federal Fair Credit  
559 Reporting Act, Owner/Manager and each tenant, guarantor, or co-signor of this lease or its addendums shall be entitled to any  
560 information regarding the other tenant, guarantor, or co-signor that the Owner/Manager has in his or her control upon request.

562 **LIENS & ENCUMBRANCES.** The interest of Owner in the Premises shall not be subject in any way to any liens, mortgages,  
563 encumbrances, or deeds, including construction liens, for improvements to or other work performed in the Premises by or on behalf  
564 of Tenant. This exculpation is made with express reference to FS 713.10. Owner/Manager and Tenant acknowledge and agree that  
565 there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises and no improvements  
566 to be made by Tenant to the Premises constitute "the pith of the lease" as provided in applicable Florida law. If any lien is filed  
567 against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of  
568 record or properly transferred to a bond under FS 713.24, within 10 days after notice to Tenant. Furthermore, Tenant shall  
569 indemnify, defend, and save Owner/Manager harmless from and any or including reasonable attorneys' incurred by  
570 Owner/Manager as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf  
571 of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Owner in the Premises  
572 shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant If Tenant  
573 violates this provision, Tenant shall pay a Lien Violation Fee. (See Fee Addendum).

575 **ASSIGNMENT AND SUBLEASING.** Tenant may not assign the Lease or sublease all or any part of the Premises. If Tenant violates this  
576 provision, Tenant shall pay a fee as liquidated damages for such violation (See Fee Addendum).

578 **DECEASED TENANT.** Owner/Manager may terminate this lease and recover possession of the premises pursuant to FS 83.59(3) (d).  
579 Tenant's estate will be liable for the months' rent that Owner/Manager is not able to re-lease the premises upon good faith

580 attempts to re-lease. Owner/Manager shall not be obligated to release Tenant's property to anyone other than a court-appointed  
581 personal representative of the Tenant, but in the event no such representative has been appointed, Tenant hereby gives  
582 Owner/Manager permission to release any personal property on the premises to (none on file), whose relation to the Tenant  
583 is \_\_\_\_\_ and whose address is \_\_\_\_\_. Owner/Manager is  
584 under no responsibility to contact such person regarding disposition of Tenant's property and Tenant agrees to indemnify and hold  
585 harmless the Owner/Manager of any good faith actions of disposing personal property of Tenant. If Tenant becomes deceased and  
586 rent is not timely paid pursuant to this lease, Owner/Manager may proceed to obtain a final order of possession for nonpayment of  
587 rent.

588  
589 **APPROVAL CONTINGENCY.** The Lease is conditioned upon approval of Tenant by any association that governs the Premises (if any).  
590

591 **HOMEOWNERS/CONDOMINIUM ASSOCIATION RULES.** Tenant agrees to follow any and all Homeowners Association Rules,  
592 By-Laws and Regulations (if any) with regard to the use and maintenance of the premises, and it is the responsibility of the Tenant  
593 to acquire any and all applicable rules and regulations regarding the premises. Tenant shall not be responsible for any normal or  
594 special fees or dues assessed by any Homeowner's Association unless the Tenant's conduct, actions or use of the premises is the  
595 cause of said fees or dues being assessed. Tenant shall not have the right to vote on behalf of or in proxy for the Owner/Manager in  
596 any owner association meetings, without prior written consent. **In the event there is a conflict between the terms of this lease and  
597 the rules, by-laws and regulations of the applicable homeowners and/or condominium association rules, the rules, by-laws and  
598 regulations of such association shall prevail** and the Tenant hereby waives any claim or right to rescind or revoke this lease because  
599 of such conflicts or any reliance the Tenant may have made on the terms of this lease or statements made by any party to the lease  
600 because it is the responsibility of the Tenant to acquire any and all applicable rules and regulations regarding the premises.  
601

602 **ENTIRETY CLAUSE.** This lease, exhibits, and attachments set forth the entire agreement between Owner/Manager and Tenant  
603 concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written,  
604 between them other than those herein set forth. Any change or alteration to this agreement must be in writing and signed by both  
605 parties. If Tenant entered this lease upon reliance of certain oral representations or understandings, Tenant hereby waives any  
606 reliance of such representations or understandings as being "material facts" to Tenant's executing this lease. If any provision in this  
607 agreement is illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this agreement  
608 shall be in effect. Tenant understands that he or she cannot enforce contracts against Manager, to which he or she is not a direct  
609 party and signer/executor to such contracts.  
610

611 **ERROR/OMISSIONS.** In the event there is any typographical error or omission in the lease or any addendums that is an obvious  
612 typographical error, given the terms of the lease and addendums, and that does not materially affect the terms of the lease,  
613 Manager shall have the right to correct such error or omissions and the Tenant shall re-execute said document(s) and shall hold  
614 Manager harmless for any such error or omissions.  
615

616 **ATTORNEY'S FEES AND WAIVER OF JURY TRIAL.** If a party to the lease employs an attorney due to a violation of the terms and  
617 conditions of this lease or any other situation or agreement relating to this lease and/or landlord-tenant relationship, said party  
618 shall be responsible for all costs and reasonable attorney's fees as incurred by the said party whether or not suit is filed. Each party  
619 waives his or her right to demand a jury trial concerning any litigation, disputes, or otherwise between the Owner/Manager and  
620 Tenant and/or Occupants/Guests, including but not limited to, any causes of action, disputes, and litigation, arising out of the  
621 landlord-tenant relationship, arising out of the terms of this lease and related addendums and/or agreements, arising out of the  
622 premises, whether or not a third party relationship or contract is involved in any such disputes.  
623

624 **CONFLICTING INFORMATION.** In the event the tenant ever receives information or instructions that is inconsistent with the lease or  
625 its addendums, the terms of the lease and addendums shall apply and do not waive or relieve the tenant from his or her obligation  
626 to follow the terms of the lease or addendums.  
627

628 **MISCELLANEOUS.** **a.** Time is of the essence of the Lease. **b.** The Lease shall be binding upon and for the benefit of the heirs,  
629 personal representatives, successors, and permitted assigns of Owner/Manager and Tenant, subject to the requirements specifically  
630 mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall  
631 include all appropriate genders. **c. Choice of Forum.** The choice of forum for filing any suits or other proceedings with respect to the  
632 Lease shall be in the county in which the premises reside. **d. Good Faith.** Owner/Manager and Tenant will use good faith in  
633 performing all obligations herein. **e. Radon Gas.** As required by law, Owner/Manager makes the following disclosure: "RADON GAS."  
634 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health  
635 risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in  
636 buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.  
637 **f. Lead-Base Disclosure.** If the premises were built prior to 1978, the Tenant acknowledges by signing this agreement that he or she  
638 has received a lead-base disclosure form and booklet from Owner/Manager. **g. Waiver.** Any waiver of any provision or right or  
639 obligation in this lease may only be waived in writing signed by all parties. **h. Subordination.** The Lease is subordinate to the lien of

640 any mortgage encumbering the title to the premises from time to time. Tenant has no right to possession in priority over any lien,  
641 mortgage, encumbrance or the like, secured by the premises. **i. Mortgage Verification.** Tenant shall be charged a fee (See Fee  
642 Addendum) for any mortgage verification request by Tenant, occupant, family, or agent of Tenant. **j.** Tenant shall immediately notify  
643 Owner/Manager of and deliver to Owner/Manager any legal notices or documents, including but not limited to, complaints,  
644 summons, notices, subpoenas, etc., delivered to tenant or at premises by third parties. **k. Appointments.** If Tenant schedules an  
645 appointment to meet the Manager, Manager's agent, inspection, repair or other maintenance personnel and Tenant fails to keep  
646 appointment, Tenant shall pay a flat "Failure to Meet" Fee pursuant to Fee Addendum. **l. Lease with Option to Purchase.** If this  
647 lease has an "option to purchase" agreement incorporated and attached hereto, Tenant agrees that any other provision  
648 notwithstanding, all of Tenant's rights under said option shall be completely conditional upon the full and complete compliance with  
649 the terms of this lease. Any violation of this lease, the enforcement of which ,notwithstanding, shall constitute a complete waiver of  
650 Tenant's option to purchase and Owner/Manager may proceed to evict the Tenant under Florida Statutes 83, Part II, any other  
651 agreements beforehand notwithstanding.

652  
653 **ORIGINALS AND ATTACHMENTS.** The lease has been executed in one original with one copy for Tenant and one or more for  
654 Owner/Manager -- all copies (fax/scanned/emailed) shall constitute an "original." Tenant shall pay to Manager a flat fee (See Fee  
655 Addendum) for each additional copy needed at any time during this lease term. Owner/Manager's rules and policy will be attached  
656 to the lease and given to Tenant at signing. The items checked below are attached to this lease and are binding even if not initialed  
657 or signed. Any addendum(s) attached hereto shall be incorporated into this lease, and in the event there are "contradictory" terms  
658 therein, the terms of the addendum(s) shall control.

659  
660 The following Addendums (if checked) are attached and made part of this lease:

- 661
- |     |                        |                          |                         |
|-----|------------------------|--------------------------|-------------------------|
| 662 | Mold Addendum          | Lead Paint Disclosure    | Lead Paint Pamphlet     |
| 663 | Minor Repairs Addendum | Airport Environ Addendum | Lease Guaranty Addendum |
| 664 | Lease Fee Addendum     | Swimming Pool Addendum   | Pet Addendum            |
| 665 | Holding Agreement      |                          |                         |
- 666

667 The Lease has been executed by the parties, and by signing this agreement, the Tenant verifies and acknowledges that he or she has  
668 read, understood and agreed to all terms of this lease. Manager's signature below shall constitute execution on behalf of the owner  
669 of the premises and shall be deemed an execution of this lease and all addendums attached hereto.

670  
671  
672

673	_____	_____	_____	_____
	Tenant Signature	Date	Tenant Signature	Date
674				
675				
676				
677	_____	_____	_____	_____
678	Tenant Signature	Date	Tenant Signature	Date
679				
680				
681				
682	_____	_____	_____	_____
683	Owner/Manager Signature	Date	Owner/Manager Signature	Date