

**Residential Lease for Single Family Home or Duplex
(FOR A TERM NOT TO EXCEED ONE YEAR)**

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

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

1. PARTIES. This is a lease ("the Lease") between _____ (name & address of owner of the property) _____ ("Landlord") and _____ (name(s) of person(s) to whom the property is leased) _____ ("Tenant.")

Landlord's E-mail address: _____
Landlord's Telephone Number: _____
Tenant's E-mail address: _____
Tenant's Telephone Number: _____

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

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

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

_____.

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

4. RENT PAYMENTS, TAXES AND CHARGES.

Tenant shall pay total rent in the amount of \$ _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

in installments. If in installments, rent shall be payable

monthly, on the _____ day of each month. (If left blank, on the first day of each month.)

OR

weekly, on the _____ day of each week. (If left blank, on Monday of each week.) in the amount of \$ _____ per installment.

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

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 1 of 11

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

Payment Summary

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

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

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

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

Tenant shall make rent payments required under the Lease by (choose all applicable) cash, personal check, money order, cashier's check, or other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

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

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ _____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to

_____ (name)

at

_____ (address)

First <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due	_____
Prorated rent plus applicable taxes	\$ _____	due	_____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____	due	_____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due	_____
Security deposit	\$ _____	due	_____
Additional security deposit	\$ _____	due	_____
Security deposit for homeowner's association	\$ _____	due	_____
Pet Deposit	\$ _____	due	_____
Cleaning Deposit	\$ _____	due	_____
Other _____	\$ _____	due	_____
Other _____	\$ _____	due	_____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 2 of 11

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ _____ (If left blank, 4% of the rent payment) for each rent payment made _____ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS. Unless this box is checked or a deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

8. NOTICES.

_____ is Landlord's Agent. All notices must be sent to

- Landlord _____ at _____
- Landlord's Agent _____ at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for _____, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. MAINTENANCE.

Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

- | | | | |
|--|-------------------------|-----------------------------|-------------------------------|
| _____ roofs | _____ windows | _____ screens | _____ steps |
| _____ doors | _____ floors | _____ porches | _____ exterior walls |
| _____ foundations | _____ plumbing | _____ structural components | |
| _____ heating | _____ hot water | _____ running water | _____ locks and keys |
| _____ electrical system | | _____ cooling | _____ smoke detection devices |
| _____ garbage removal/ outside receptacles | | | |
| _____ extermination of rats, mice, roaches, ants and bedbugs | | | |
| _____ extermination of wood-destroying organisms | | | |
| _____ lawn/shrubbery | _____ pool/spa/hot tub | | |
| _____ water treatment | _____ filters (specify) | _____ | |
| _____ ceilings | _____ interior walls | | |
| _____ Other (specify) | _____ | | |

Tenant shall notify _____ (name) at _____ (address) and _____ (telephone number) of maintenance and repair requests.

11. ASSIGNMENT. Unless this box is checked, Tenant may not assign the lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 3 of 11

12. KEYS AND LOCKS. Landlord shall furnish Tenant

_____ # of sets of keys to the dwelling
 _____ # of mail box keys
 _____ # of garage door openers

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

_____ # of keys to _____
 _____ # of remote controls to _____
 _____ # of electronic cards to _____
 _____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to _____ (name) at _____ (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant)

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____	(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
	(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____ _____
	(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
_____	(b) Records and reports available to the lessor (check (i) or (ii) below):
	(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____ _____
	(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____	(c) Lessee has received copies of all information listed above.
_____	(d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

_____	(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of
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Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 4 of 11

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

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

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD.

A. Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration (whether or not the utility service is under the control of, or payments made by, Landlord).

B. Landlord cannot prevent Tenant's access to the Premises by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

C. Landlord cannot remove the outside doors, locks, roof, walls, or windows of the Premises except for purposes of maintenance, repair, or replacement. Landlord cannot remove Tenant's personal property from the Premises unless the action is taken after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property. (For the purposes of this section, abandonment means Tenant is absent from the Premises for at least one-half a Rental installment Period without paying rent or giving Landlord reasonable notice of Tenant's absence.)

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULT.

A. Landlord's Default. Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord's required maintenance obligations under Section IX(A) or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 11

(1) If Landlord's failure to comply makes the Premises uninhabitable and Tenant vacates, Tenant shall not be liable for rent during the period the Premises remains uninhabitable.

(2) If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(3) Tenant's Default. Tenant will be in default if any of the following occur:

(4) Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.

(5) Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.

(6) Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after delivery of written notice to Tenant from Landlord specifying the default.

B. Waiver of Default. If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, or if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default.

22. REMEDIES AND DEFENSES.

A. Tenant's Remedies.

(1) If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within 7 days, Tenant may withhold an amount of rent equal to the loss in rental value caused by the default. If Tenant's notice advises Landlord that Tenant intends to terminate the lease if the default is not cured within 7 days and the default is not cured within the 7 days, Tenant may terminate the Lease.

(2) If Tenant has given the notice referred to in subparagraph (1) above, and if Landlord has not corrected the default within 7 days, Tenant may, in

(3) addition to withholding the applicable amount of rent, file a lawsuit in county court to require Landlord to correct the default and for damages.

(4) If Landlord's default makes the Premises uninhabitable, and if Tenant has given Landlord a notice describing the default and informing Landlord

(5) that Tenant intends to terminate the Lease, then if Landlord does not cure the default within the 7-day period, Tenant may terminate the Lease at the end of the 7 days.

(6) If Landlord violates the provisions of section XII, Landlord shall be liable to Tenant for actual and consequential damages or 3 months' rent, whichever is greater, for each violation.

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 7 of 11

B. Landlord's Remedies.

(1) If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord also may recover double rent for the period during which Tenant refuses to vacate the Premises.

(2) If Tenant defaults under the Lease by failing to pay rent, as set forth in section XIV(B)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in sections XIV(B)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.

(3) If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premises as provided by law.

(4) Landlord shall not recover possession of the Premises except:

(a) in a lawsuit for possession;

(b) when Tenant has surrendered possession of the Premises to Landlord;

or

(c) when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half a Rental Installment Period, the rent is not current, and Tenant has not notified Landlord, in writing, of an intended absence.

(5) If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:

(a) treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;

(b) retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; or

(c) do nothing, and Tenant will be liable for the rent as it comes due.

(6) If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to rent.

C. Other Remedies. Each party also may have other remedies available at law or in equity.

D. Defenses. In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may assert as a defense Landlord's failure to perform required maintenance, as set forth in Section VIII(A) above. Landlord's failure to provide elective maintenance, as set forth in Section VIII(B) above, shall not be a defense to any lawsuit by Landlord for

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 8 of 11

possession of the Premises unless otherwise provided by the Lease or applicable law. Tenant may also raise any other defense, whether legal or equitable, that Tenant may have, including the defense of retaliatory conduct.

E. Payment of Rent to Court. In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.

F. Attorney's Fees. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable costs, including attorneys' fees, from the non-prevailing party.

23. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

24. LIENS. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant as provided in Section 713.10, Florida Statutes. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

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

26. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

27. ATTORNEY'S FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

28. MISCELLANEOUS.

A. Time is of the essence of the performance of each party's obligations under this Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present

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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.

29. BROKERS' COMMISSION. Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by Landlord Tenant for procuring a tenant for this transaction.

Real Estate Licensee

Real Estate Licensee

Real Estate Brokerage Company

Real Estate Brokerage Company

Commission

Commission

30. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 10 of 11

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature

Date

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

This form was completed with the assistance of:

Name of Individual: _____

Name of Business: _____

Address: _____

Telephone Number: _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 11 of 11