

**Real Property, Probate and Trust Law Section
Executive Council Meeting - Zoom Only
Wednesday, November 20, 2024 at 10:00 am ET**

Zoom Link:

<https://us06web.zoom.us/j/82913931959?pwd=HovFq5KNQ2zicH6TzLTcNvShL2hB1D.1>

Meeting ID: 829 1393 1959

Passcode: 170339

Agenda

I. Presiding - John C. Moran, Chair

II. Budget Committee Report – S. Dresden Brunner, Treasurer

RPPTL Budget Committee Report and motion to approve RPPTL Section Budget Fiscal Year 2025-2026. **p. 2**

III. Real Property Law Division Report – Steven H. Mezer, Division Director

Action Items:

1. Real Estate Leasing Committee – Christopher A. Sajdera, Chair; Ryan J. McConnell and Terrence Harvey, Co-Vice Chairs

Motion to approve revisions to the previously approved Supreme Court Leases (approved by Executive Council at the 2021 Hammock Beach meeting). Additional changes were necessary to address statutory changes arising after initial EC approval and further committee input. The changes address updates to statutory terms and revise how and what association documents a tenant may access. **p. 15**

2. Condominium and Planned Development Committee – Alexander B. Dobrev and Allison L. Hertz, Co-Chairs

Motion to: (a) support legislation which would revise Chapters 718 and 720 regarding (i) adjustment of criminal penalties for records violations, (ii) clarification of reserve pooling for structural integrity, and (iii) resolution of cost allocation for hurricane protection; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position. **p. 98**

IV. Announcements and Adjournment

RPPTL Budget Committee
Report to RPPTL Executive Council

S. Dresden Brunner, Treasurer
November 20, 2024

(Via Zoom Meeting)

Budget Committee Members:

Tae Bronner, Co-Vice Chair
Linda Griffin, Co-Vice Chair
Pam Price, Co-Vice Chair
Al Stashis, Co-Vice Chair
Debra Boje
Sandy Diamond
Michael Gelfand
Laird Lile

1. **Proposed FY 25-26 Budget (Cary Wright's Year)** submitted to the Executive Council for approval. This proposed budget was approved by the Executive Committee on November 11, 2024.
2. Additions to this Budget:
 - a. **Further Subsidizing Registration Fees for Events at E.C. Meeting.** Given the current Section reserve, the Committee discussed utilizing Section funds to further subsidize the registration fees charged to Executive Council and committee members for event registrations at in-state meetings. The Committee believes by lowering the event prices, the events will be open to more Section members (and guests) and it will ease the financial burden on the members who donate a significant amount of time and energy to Section projects. The Committee recommends the allocation to John Moran's current budget of \$25,000 from the Section reserves for the Amelia Island meeting and \$25,000 for the convention to lower the registration fees for E.C. meeting events. The FY 25-26 Budget (at line #3301) reflects the allocation of \$100,000 of Section reserves as follows: \$75,000 for in-state meetings and \$25,000 for the annual convention to lower the registration fees for events. The Committee recommends against the use of the reserve funds to lower the registration fees for out-of-state meeting registration expenses.

- b. **Increased Section Management Fee Paid to The Florida Bar** (\$30 / paying Section member) (#8021). This is an increase of \$7.50 / paying Section member. “Based on the advice of legal counsel, the Board of Governors approved a recommendation for the Bar to eliminate providing “basic section support services” to sections and delete Standing Board Policy 5.56(a), Section Administrative Support Policy (Section Management) from The Florida Bar Standing Board Policies. Beginning on July 1, 2025, this change will result in the full cost of the administrative support services the Bar provides to each section being recovered through the section management fee. The Bar has had a long-standing policy of calculating the section management fee based on the number of paying members for each section, which has been considered a fair and equitable way to support section activities. This practice will continue. However, the section management fees will be increased to enable the Bar to recover the full cost of administrative support services provided to sections.”

The section management fee is assessed based upon low, mid, and high categories. RPPTL Section will continue to be assigned to the “high” category.

Note, all CLEs have an administrative fee assessed separately.

Other sections of TFB are currently considering section dues increases to cover the increase in the section management fee. Given the current Section reserves, the Committee recommends that the RPPTL Section NOT increase dues to cover the additional per member charges.

- c. **Addition of Grant/Donation Line Item (#7005)** in the RPPTL General Budget so The Florida Bar may easily track all charitable donations and grants. Pursuant to TFB, a new Standing Board Policy will be added to the Sections area that will require sections to only make charitable contributions to certain types of organizations. The Standing Board Policy in question should be finalized sometime in early 2025. (Scholarships & fellowships will remain unchanged as #7011. Only Awards (plaques or gifts purchased as a “thank you” or service items) will remain in # 7001.)
- d. **Out-of-State Meeting Budget.** A new tab and a new sub-budget have been added to the FY 25-26 Budget to assist the Budget Committee, the officers, and the Section to better plan and track expenses, revenue and allocation of Section resources to the out-of-state meeting. By creating a new sub-budget, the expenses and revenue related to this meeting are separated from the general meeting expenses.

Particular to the 25-26 FY, the out-of-state meeting is unique as it involves the buyout of an all-inclusive river cruise boat on the Danube River (beginning in Budapest) in April 2026, including 83 cabins. The sub-budget reflects a flow-through of the majority of the expenses to the attendees, with the Section covering the costs for typical Executive Council expenses: travel and costs for both program administrators, credit card fees of TFB, meeting expenses, speaker expense, and officer travel for future site visits. (Out-of-state site visits are conducted one to two years in advance to facilitate the planning process for the out-of-state trip. The funds included for site visits in the FY 25-26 budget is for the 2027 or 2028 out-of-state meeting.)

3. **Excess Reserve Funds.** As has already been brought to the Executive Council's attention, the Section's financial reserve has grown in recent years. Once the FY 25-26 Budget is finalized, the Executive Committee anticipates establishing an excess fund study committee or task force to examine the issue and make recommendations for the Section's consideration for use of the excess reserve funds. Issues such as further reduction in registration fees for in-state meeting events, amount of appropriate contribution of Section funds to out-of-state/out-of-country meetings, potential future increases to section management fees assessed by TFB, and procurement of additional outside contracted services (e.g., nametag printing / registration service, copy editor, layout design, etc.) to relieve the burden on our Section Administrators and provide improved services to our members are also being considered by the Executive Committee and, correspondingly, in connection with the excess fund study.

The Summary report for the FY 25-26 Budget has been updated to more accurately represent the excess fund reserves available. The Section has substantial contract liabilities for which adequate reserves must be maintained. Our reserves presently exceed those obligations, and are, therefore, referred to as excess reserves. The two Summary tabs in the proposed budget have been revised to set forth the ending fund balances (actual and budgeted) as well as the total contract liabilities of the Section (i.e., Section's financial obligation if the Section defaulted on its existing contracts), and the Net Fund Balance less Contract Liabilities (also referred to as the excess reserves.) For information purposes, the projected net fund balance less contract liabilities in June 2026 is approximately \$1.18 million.

4. The Budget Committee requests Council approval of the proposed FY 25-26 Budget.

Proposed Budget 25-26
Real Property Probate Trust Law Section

Account	18-19 Actuals	19-20 Actuals	20-21 Actuals	21-22 Actuals	22-23 Actuals	23-24 Actuals	24-25 Budget	25-26 Budget
SUMMARY								
Beginning Fund Balance	\$1,823,263	\$2,140,810	\$2,343,739	\$3,035,023	\$2,580,952	\$3,141,403	\$4,084,051	\$4,080,426
Net Operations *	\$101,747	\$21,093	\$170,184	\$96,291	\$89,972	\$394,132	(\$156,000)	(\$198,680)
Investment Income	\$100,919	(\$29,830)	\$582,529	(\$388,574)	\$228,505	\$278,582		
Legislative Update	(\$42,183)	(\$24,263)	\$8,718	(\$38,677)	(\$38,552)	(\$674)	(\$19,150)	\$12,650
Convention	(\$35,930)	\$2,726	(\$175,494)	(\$360,941)	\$27,099	(\$95,532)	(\$117,900)	(\$238,900)
Attorney Trust Officer	\$110,402	\$94,657	\$24,294	\$130,628	\$136,535	\$213,095	\$173,550	\$173,550
CLI	\$110,992	\$136,540	\$81,473	\$107,057	\$115,833	\$149,662	\$116,525	\$123,555
Attorney Bankers Conf	(\$28,400)	\$2,006	(\$420)	\$145	\$1,059	\$3,382	(\$650)	\$3,350
Out of State								(\$59,450)
Ending Fund Balance #	\$2,140,810	\$2,343,739	\$3,035,023	\$2,580,952	\$3,141,403	\$4,084,051	\$4,080,426	\$3,896,501
Net Operations *	\$317,547	\$202,929	\$691,284	(\$454,071)	\$560,451	\$942,647	(\$3,625)	(\$183,925)
Total Contract Liabilities								(\$2,715,725)
Net Fund Balance Less Contract Liabilities								\$1,180,776

Budget 2025-26 Summary

Budgeted Beginning 2025-26 Fund Balance Less Outstanding Liabilities		\$1,364,701
General	Budget	
Revenue	\$1,665,500	
Expenses	\$1,864,180	
Net	(\$198,680)	
ABC	Budget	
Revenue	\$27,500	
Expenses	\$24,150	
Net	\$3,350	
CLI	Budget	
Revenue	\$434,000	
Expenses	\$310,445	
Net	\$123,555	
Legislative Update	Budget	
Revenue	\$66,000	
Expenses	\$53,350	
Net	\$12,650	
ATO	Budget	
Revenue	\$440,000	
Expenses	\$266,450	
Net	\$173,550	
Convention	Budget	
Revenue	\$80,000	
Expenses	\$318,900	
Net	(\$238,900)	
Out of State	Budget	
Revenue	\$546,650	
Expenses	\$606,100	
Net	(\$59,450)	
Rollup Summary	Budget	
Revenue	\$3,259,650	
Expenses	\$3,443,575	
Net Operations	(\$183,925)	
Estimated Ending Fund Balance for 25-26 less outstanding liabilities		\$1,180,776

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9640-26400-00000-								
3001-Annual Fees	\$626,460	\$633,200	\$648,900	\$666,280	\$679,210	\$678,610	\$660,000	\$660,000
3002-Affiliate Fees	\$8,680	\$9,760	\$9,590	\$10,780	\$12,540	\$12,260	\$7,500	\$7,500
Total Fee Revenue	\$635,140	\$642,960	\$658,490	\$677,060	\$691,750	\$690,870	\$667,500	\$667,500
3301-Registration-Live	\$180,582	\$171,961	\$171,003	\$148,347	\$249,176	\$308,043	\$250,000	\$150,000
3331-Registration-Ticket							\$0	\$0
Total Registration Revenue	\$180,582	\$171,961	\$171,003	\$148,347	\$249,176	\$308,043	\$250,000	\$150,000
3351-Sponsorships	\$237,476	\$225,875	\$192,313	\$198,750	\$181,875	\$325,150	\$305,000	\$315,000
3391 Section Profit Split	\$276,501	\$336,907	\$562,502	\$451,920	\$627,155	\$588,980	\$450,000	\$500,000
3392-Section Differential	\$25,440	\$15,463	\$12,960	\$18,300	\$21,300	\$20,340	\$15,000	\$15,000
Other Event Revenue	\$539,417	\$578,245	\$767,775	\$668,970	\$830,330	\$934,470	\$770,000	\$830,000
3561-Advertising	\$18,117	\$20,466	\$14,918	\$8,969	\$8,840	-	\$18,000	\$18,000
Advertising & Subscription Revenue	\$18,117	\$20,466	\$14,918	\$8,969	\$8,840	-	\$18,000	\$18,000
3901-Eliminated InterFund Revenue					\$350			
3899-Investment Allocation	\$0	\$0	\$0	\$0	\$0	-	\$0	\$0
Non-Operating Income	\$0	\$0	\$0	\$0	\$350	-	\$0	\$0
Total Revenue	\$1,373,256	\$1,413,632	\$1,612,186	\$1,503,346	\$1,780,446	\$1,933,383	\$1,705,500	\$1,665,500
4131-Telephone Expense	\$1,321	\$1,539	\$0		\$0	\$286	\$0	\$0
4133-Internet Service						\$823		\$180
4134-Web Services	\$45,372	\$36,099	\$47,049	\$58,168	\$48,648	\$35,735	\$75,000	\$75,000
4301-Photocopying	\$65				\$0	\$0	\$0	\$0
4311-Office Supplies	\$2,021	\$1,489	\$1,018	\$1,672	\$2,301	\$4,577	\$5,000	\$5,000
Total Staff & Office Expense	\$48,779	\$39,127	\$48,067	\$59,841	\$50,949	\$41,420	\$80,000	\$80,180
5031-AV Services (Zoom Expenses)						\$3,162	\$75,000	\$75,000
5051-Credit Card Fees	\$11,178	\$12,762	\$11,638	\$17,063	\$16,084	\$16,365	\$20,000	\$25,000
5101-Consultants	\$120,000	\$110,000	\$152,025	\$108,634	\$150,600	\$111,841	\$120,000	\$120,000
5121-Printing-Outside (Actionline)	\$103,658	\$99,276	\$69,541	\$79,170	\$77,942	\$73,613	\$140,000	\$140,000
5199-Other Contract Services	\$15,125	\$8,640	\$49,685	\$2,500	\$55,028	\$28,664	\$25,000	\$32,000
Total Contract Services	\$249,961	\$230,678	\$282,889	\$207,367	\$299,654	\$233,645	\$380,000	\$392,000
5501-Employee Travel	\$18,438	\$8,703	\$9,510	\$15,585	\$14,191	\$30,589	\$28,000	\$31,000
5531-Board/Off/Memb Travel	\$32,741	\$14,804	\$14,293	\$9,895	\$3,755	\$6,586	\$20,000	\$20,000
5581-Legislative Consultant Travel**	NEW	\$8,123		\$5,543	\$15,344	\$3,200	\$20,500	\$20,500
5599-Other Travel					\$636			
Total Travel	\$51,179	\$31,630	\$23,803	\$31,023	\$33,926	\$40,375	\$68,500	\$71,500
6001-Post 1st Class/Bulk	\$1,046	\$28,362	\$26,018	\$27,464	\$35,446	\$29,478	\$2,500	\$2,500
6211 Promotion Exhibit Expense				\$535	\$0		\$0	\$0
6101-Products Purch for Sale		\$0	\$0		\$0		\$0	\$0
6251-Promotion Sponsorship		\$1,000	\$0	\$500	\$0		\$0	\$0
6319 Mtgs Other Functions				\$2,139	\$818		\$0	\$0
6311-Mtgs General Meeting	\$559,586	\$637,324	\$677,186	\$651,612	\$780,243	\$673,919	\$850,000	\$700,000
6321- Mtgs Meals	\$250		\$164	\$164	\$0	-	\$0	\$0
6325-Mtgs Hospitality	\$20,938	\$36,242	\$41,234	\$27,911	\$33,654	\$36,911	\$40,000	\$50,000
6361-Mtgs Entertainment			\$0				\$0	\$0
6399-Mtgs Other	\$10,306	\$8,538	\$3,101	\$3,377	\$0	\$47,139	\$5,000	\$7,500
6401-Speaker Expense	\$328	\$2,719	\$0	\$2,942	\$0	-	\$3,000	\$0
6451-Committee Expense	\$67,348	\$122,124	\$82,368	\$91,776	\$161,842	\$141,060	\$100,000	\$100,000
6531-Brd/Off Special Project (Historian)	\$491	\$1,275	\$0	\$21,133	\$265	\$290	\$1,500	\$7,500
6599-Brd/Off Other (ALMS)	\$6,632	\$8,081	\$2,610	\$727	\$1,000	\$10,462	\$15,000	\$15,000
7001-Award	\$18,099	\$5,883	\$12,137	\$4,950	\$7,344	\$2,690	\$8,000	\$8,000
7003-Membership	\$590	\$572	\$0	\$0	\$3,084	\$5,750	\$12,000	\$12,000
7004-Law School Programming	NEW	\$1,622	\$0	\$0	\$1,859	\$1,612	\$5,500	\$5,500
7005-Grant/Donation								
7006-Professional Outreach	NEW	\$0	\$0	\$0	\$500	\$0	\$3,000	\$3,000

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9640-26400-00000-								
7011-Scholarship/Fellowship	\$14,091	\$11,301	\$12,115	\$18,667	\$19,097	\$18,815	\$27,000	\$27,000
7999-Other Operating Exp	\$1,475	\$230	\$1,207	\$3	\$0	\$1,888	\$5,000	\$5,000
Total Other Expense	\$701,180	\$868,273	\$858,140	\$853,736	\$1,045,152	\$970,015	\$1,077,500	\$943,000
8021-Section Admin Fee	\$217,024	\$222,046	\$227,939	\$245,819	\$251,865	\$250,473	\$250,000	\$372,000
8901-Eliminated IntFund Exp		\$3,000	\$0	\$6,000	\$7,500	\$1,324	\$3,000	\$3,000
8101-Printing In-House	\$86	\$485	\$664	\$2,769	\$928	\$1,500	\$2,000	\$2,000
8111-Meetings Services	\$3,000	\$0	\$0		\$0		\$0	\$0
Total Admin & Internal Expense	\$220,110	\$225,531	\$228,603	\$254,588	\$260,293	\$253,297	\$255,000	\$377,000
9692-Transfer Out-Council of Sections	\$300	\$300	\$500	\$500	\$500	\$500	\$500	\$500
Total InterFund Transfers Out	\$300	\$300	\$500	\$500	\$500	\$500	\$500	\$500
Total Expense	\$1,271,509	\$1,392,539	\$1,442,002	\$1,407,055	\$1,690,474	\$1,539,251	\$1,861,500	\$1,864,180
Net Income	\$101,747	\$21,093	\$170,184	\$96,291	\$89,972	\$394,132	(\$156,000)	(\$198,680)

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9643-26420-00000-								
3321-Registration-Webcast								\$15,000
3331-Registration-Ticket	\$8,509	\$9,078	\$0	\$0	\$0		\$0	\$0
Total Registration Revenue	\$8,509	\$9,078	\$0		\$0	-	\$0	\$15,000
3341-Exhibit Fees	\$18,250	\$27,175	\$9,336	\$9,400	\$0	\$37,500	\$30,000	\$30,000
3351-Sponsorships	\$0	\$0	\$0		\$20,400	\$6,000	\$6,000	\$6,000
Other Event Revenue	\$18,250	\$27,175	\$9,336	\$9,400	\$20,400	\$43,500	\$36,000	\$36,000
3401-Sales-CD/DVD	\$24,535	\$27,045	\$4,310		\$10,925	\$1,800	\$0	\$15,000
3411-Sales-Published Materials	\$630	(\$60)	\$0		\$0		\$0	\$0
Sales, Rents & Royalties Revenue	\$25,165	\$26,985	\$4,310		\$10,925	\$1,800	\$0	\$15,000
Total Revenue	\$51,924	\$63,238	\$13,646	\$9,400	\$31,325	\$45,300	\$36,000	\$66,000
4111-Rent Equipment		\$0	\$0				\$0	\$0
4301-Photocopying	\$127	\$0	\$0		\$0		\$100	\$100
4311-Office Supplies	\$71	\$0	\$0		\$0		\$150	\$150
Total Staff & Office Expense	\$198	\$0	\$0		\$0		\$250	\$250
5031-A/V Services	\$1,495	\$1,495	\$0		\$79	-	\$12,000	\$12,000
5051-Credit Card Fees	\$1,043	\$906	(\$66)	\$261	\$1,240	\$715	\$0	\$0
5121-Printing-Outside	\$2,846	\$33	\$363	\$290	\$2,663	\$0	\$3,000	\$500
5199-Other Contract Services	\$0	\$0	\$0		\$0	-	\$0	\$0
Total Contract Services	\$5,384	\$2,434	\$297	\$551	\$3,982	\$715	\$15,000	\$12,500
5501-Employee Travel	\$450	\$2,315	\$0	\$1,457	\$1,106	-	\$1,500	\$1,500
5571-Speaker Travel	\$227	\$6,034	\$0	\$4,626	\$5,165	\$4,697	\$6,500	\$6,500
Total Travel	\$677	\$8,349	\$0	\$6,083	\$6,271	\$4,697	\$8,000	\$8,000
6001-Post 1st Class/Bulk	\$49	\$403	\$10	\$3	\$458	\$69	\$50	\$50
6021-Post Express Mail	\$283	\$860	\$58	\$10	\$0		\$500	\$500
6311 - Mtgs General Meeting	\$81	\$64	\$0		\$1,069	-	\$0	\$0
6321-Mtgs Meals	\$48,321	\$52,525	\$0	\$26,998	\$44,878	\$24,045	\$24,000	\$24,000
6325-Mtgs Hospitality	\$707	\$455	\$0	\$679	\$0	\$588	\$1,500	\$1,500
6341-Mtgs Equip Rental	\$30,162	\$14,193	\$0	\$10,871	\$9,359	\$10,691	\$0	\$0
6401-Speaker Expense	\$1,258	\$993	\$50		\$0		\$0	\$0
6451-Committee Expense		\$977	\$0		\$0		\$0	\$0
7001-Award		\$0	\$3,245	\$1,601	\$2,028	\$3,402	\$3,000	\$5,000
7005-Grant/Donations								\$0
7999-Other Operating Exp	\$84	\$302	\$55	\$280	\$157	\$607	\$500	\$500
Total Other Expense	\$80,945	\$70,772	\$3,418	\$40,443	\$57,949	\$39,402	\$29,550	\$31,550
8011-Administration CLE	\$3,200	\$1,000	\$1,000	\$1,000	\$1,000	\$700	\$1,000	\$700
8101-Printing In-House	\$0	\$102	\$0		\$200	\$311	\$200	\$200
8131-A/V Services	\$3,703	\$4,544	\$63		\$175		\$0	\$0
8141-Journal/News Service	\$0	\$0	\$0		\$0	-	\$1,000	\$0
8171-Course Approval Fee	\$0	\$300	\$150		\$300	\$150	\$150	\$150
Total Admin & Internal Expense	\$6,903	\$5,946	\$1,213	\$1,000	\$1,675	\$1,161	\$2,350	\$1,050
Total Expense	\$94,107	\$87,501	\$4,928	\$48,077	\$69,877	\$45,974	\$55,150	\$53,350
Net Income	(\$42,183)	(\$24,263)	\$8,718	(\$38,677)	(\$38,552)	(\$674)	(\$19,150)	\$12,650

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9643-26421-00000-								
3301-Registration-Live	\$5,875	\$8,662	\$0	\$0	\$8,400	\$14,480	\$12,500	\$15,000
Total Registration Revenue	\$5,875	\$8,662	\$0		\$8,400	\$14,480	\$12,500	\$15,000
3341-Exhibit Fees	\$750	\$0	\$0		\$0	-	\$1,500	\$0
3351-Sponsorships	\$8,500	\$14,000	\$0		\$8,500	\$12,500	\$13,000	\$12,500
Other Event Revenue	\$9,250	\$14,000	\$0		\$8,500	\$12,500	\$14,500	\$12,500
3401-Sales-CD/DVD	\$0	\$900	(\$300)	\$150	\$0	\$0	\$0	\$0
Total Revenue	\$15,125	\$23,562	(\$300)	\$150	\$16,900	\$26,980	\$27,000	\$27,500
5051-Credit Card Fees	\$223	\$326	\$0	\$4	\$409	\$565	\$500	\$500
Total Contract Services	\$223	\$326	\$0	\$4	\$409	\$565	\$500	\$500
5501-Employee Travel	\$0	\$274	\$0		\$1,100	\$933	\$1,250	\$1,250
5571-Speaker Travel	\$4,990	\$2,187	\$0		\$318	-	\$4,000	\$1,000
Total Travel	\$4,990	\$2,461	\$0	\$0	\$1,418	\$933	\$5,250	\$2,250
6021-Post Express Mail			(\$11)	\$1	\$0		\$0	\$0
6321-Mtgs Meals	\$30,443	\$6,194	\$0		\$2,500	\$9,848	\$6,000	\$6,000
6325-Mtgs Hospitality	\$0	\$0	\$0		\$4,077	\$4,511	\$5,000	\$5,000
6341-Mtgs Equip Rental	\$1,563	\$0	\$0		\$0		\$1,000	\$1,000
6401-Speaker Expense	\$5	\$0	\$0		\$0	-	\$0	\$0
7999-Other Operating Exp		\$1,425	\$0		\$0	\$70	\$300	\$300
Total Other Expense	\$32,011	\$7,619	(\$11)	\$1	\$6,577	\$14,429	\$12,300	\$12,300
8011-Administration CLE	\$5,722	\$10,000	\$0		\$7,150	\$7,200	\$8,250	\$8,250
8101-Printing In-House	\$5	\$0	\$0		\$137	\$45	\$200	\$200
8131-A/V Services*	\$0	\$0	\$105		\$0		\$0	\$0
8141-Journal/News Service	\$425	\$850	\$0		\$0	\$425	\$1,000	\$500
8171-Course Approval Fee	\$150	\$300	\$0		\$150	-	\$150	\$150
Total Admin & Internal Expense	\$6,302	\$11,150	\$105	\$0	\$7,437	\$7,671	\$9,600	\$9,100
Total Expense	\$43,526	\$21,556	\$120	\$5	\$15,841	\$23,598	\$27,650	\$24,150
Net Income	(\$28,401)	\$2,006	(\$420)	\$145	\$1,059	\$3,382	(\$650)	\$3,350

* Ask finance to put 8131 at \$0 because it will not be recorded.

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9643-26413-00000								
3301-Registration-Live	\$93,580	\$122,045	\$114,105	\$122,760	\$129,560	\$160,855	\$140,000	\$150,000
3331-Registration-Ticket	\$1,097	\$2,806			\$3,750	\$6,490	\$2,000	\$4,000
Total Registration Revenue	\$94,677	\$124,851	\$114,105	\$122,760	\$133,310	\$167,345	\$142,000	\$154,000
3341-Exhibit Fees							\$140,000	\$145,000
3351-Sponsorships	\$208,276	\$207,340	\$167,050	\$216,975	\$244,300	\$267,950	\$100,000	\$105,000
3392-Section Differential	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Other Event Revenue	\$208,276	\$207,340	\$167,050	\$216,975	\$244,300	\$267,950	\$240,000	\$250,000
3401-Sales-CD/DVD	\$13,160	\$24,295	\$36,540	\$33,870	\$40,510	\$33,160	\$30,000	\$30,000
3411-Sales-Published Materials	\$900	\$840	\$300		\$0	-	\$0	\$0
Sales, Rents & Royalties Revenue	\$14,060	\$25,135	\$36,840	\$33,870	\$40,510	\$33,160	\$30,000	\$30,000
3699-Other Operating Revenue		\$0	\$0		\$0	-	\$0	\$0
Other Revenue Sources		\$0			\$0	-	\$0	\$0
Total Revenue	\$317,013	\$357,326	\$317,995	\$373,605	\$418,120	\$468,455	\$412,000	\$434,000
5031-AV Services							\$0	\$20,000
5051-Credit Card Fees	\$6,719	\$8,249	\$6,881	\$5,179	\$10,357	\$10,349	\$10,000	\$10,000
5181-Speaker Honorarium	\$0	\$2,000			\$0	-	\$5,000	\$5,000
5199 - Other Contract Services			\$3,425	\$1,269	\$675	-	\$0	\$0
Total Contract Services	\$6,719	\$10,249	\$10,306	\$6,448	\$11,032	\$10,349	\$15,000	\$35,000
5501-Employee Travel	\$1,923	\$2,470	\$2,250	\$534	\$725	\$5,663	\$2,500	\$2,500
5571-Speaker Travel	\$7,199	\$15,849	\$6,903	\$10,581	\$11,671	\$11,349	\$9,000	\$9,000
Total Travel	\$9,122	\$18,319	\$9,153	\$11,115	\$12,396	\$17,012	\$11,500	\$11,500
6001-Post 1st Class/Bulk	\$6	\$11	\$2	\$261	\$867	\$1,045	\$25	\$25
6021-Post Express Mail	\$172	\$178	\$156	\$325	\$67	\$34	\$200	\$200
6319-Mtgs Other Functions	\$20,017	\$22,082	\$33,571	\$19,541	\$39,559	\$46,699	\$32,000	\$47,000
6321-Mtgs Meals	\$62,278	\$77,501	\$0	\$102,477	\$88,130	\$82,723	\$100,000	\$83,000
6325-Mtgs Hospitality	\$45,508	\$42,840	\$43,870	\$59,272	\$82,920	\$81,406	\$88,000	\$82,000
6341-Mtgs Equip Rental	\$25,833	\$24,032	\$106,907	\$50,747	\$49,240	\$54,258	\$25,000	\$25,000
6399-Mtgs Other	\$163	\$0	\$0		\$0	\$0	\$0	\$0
6401-Speaker Expense	\$5,141	\$2,214	\$0		\$0	\$0	\$0	\$0
7999-Other Operating Exp	\$2,484	\$3,277	\$2,093	(\$15,623)	\$2,076	\$3,278	\$2,500	\$3,000
Total Other Expense	\$161,602	\$172,135	\$186,599	\$217,000	\$262,859	\$269,443	\$247,725	\$240,225
8011-Administration CLE	\$25,000	\$15,400	\$25,000	\$25,000	\$14,850	\$15,400	\$16,000	\$16,000
8101-Printing In-House	\$264	\$903	\$0	\$737	\$78	\$719	\$200	\$200
8131-A/V Services	\$2,738	\$2,780	\$5,315	\$5,672	\$497	\$5,720	\$3,250	\$5,720
8141-Journal/News Service	\$425	\$850	\$0	\$425	\$425	-	\$1,650	\$1,650
8171-Course Approval Fee	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Total Admin & Internal Expense	\$28,577	\$20,083	\$30,465	\$31,984	\$16,000	\$21,989	\$21,250	\$23,720
Total Expense	\$206,020	\$220,786	\$236,523	\$266,548	\$302,287	\$318,793	\$295,475	\$310,445
Net Income	\$110,993	\$136,540	\$81,472	\$107,057	\$115,833	\$149,662	\$116,525	\$123,555

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9643-26417-00000-								
3301-Registration-Live	\$160,924	\$154,870	\$0	\$176,610	\$219,443	\$270,950	\$240,000	\$240,000
3331-Registration-Ticket	\$12,085	\$4,270	\$0		\$8,550	\$8,930	\$10,000	\$10,000
Total Registration Revenue	\$173,009	\$159,140	\$0	\$176,610	\$227,993	\$279,880	\$250,000	\$250,000
3341-Exhibit Fees	\$20,700	\$51,200	\$12,000		\$73,400	\$81,000	\$85,000	\$85,000
3351-Sponsorships	\$81,900	\$66,750	\$14,000	\$107,950	\$89,875	\$103,900	\$100,000	\$100,000
Other Event Revenue	\$102,600	\$117,950	\$26,000	\$107,950	\$163,275	\$184,900	\$185,000	\$185,000
3401-Sales-CD/DVD	\$11,290	\$10,820	\$0	\$22,320	\$16,992	\$9,280	\$5,000	\$5,000
3411-Sales-Published Materials	\$1,740	\$1,680	\$0		\$0	-	\$0	\$0
Sales, Rents & Royalties Revenue	\$13,030	\$12,500	\$0	\$22,320	\$16,992	\$9,280	\$5,000	\$5,000
Total Revenue	\$288,639	\$289,590	\$26,000	\$306,880	\$408,260	\$474,060	\$440,000	\$440,000
4111-Rent Equipment	\$0	\$0	\$0		\$0		\$0	\$0
Total Staff & Office Expense	\$0	\$0	\$0		\$0		\$0	\$0
5031-A/V Services								\$25,000
5051-Credit Card Fees	\$3,340	\$2,821	\$1,556	\$6,648	\$14,683	\$10,485	\$15,000	\$15,000
5121-Printing-Outside	\$1,154	\$1,469	\$0		\$107	-	\$2,500	\$2,500
Total Contract Services	\$4,494	\$4,290	\$1,556	\$6,648	\$14,790	\$10,485	\$17,500	\$42,500
5501-Employee Travel	\$2,652	\$3,649	\$0	\$2,061	\$1,303	\$3,711	\$3,000	\$3,000
5571-Speaker Travel	\$1,056	\$6,093	\$0	\$6,656	\$5,098	\$7,514	\$7,000	\$7,000
Total Travel	\$3,708	\$9,742	\$0	\$8,717	\$6,401	\$11,226	\$10,000	\$10,000
6001-Post 1st Class/Bulk	\$173	\$2	\$0	\$85	\$267	\$1,167	\$350	\$350
6021-Post Express Mail	\$166	\$122	\$0	\$297	\$98	-	\$150	\$150
6319-Mtgs Other Functions	\$7,844	\$6,201	\$0	\$5,899	\$5,198	\$6,489	\$10,000	\$10,000
6321-Mtgs Meals	\$43,044	\$43,464	\$0	\$48,345	\$63,970	\$90,130	\$85,000	\$85,000
6325-Mtgs Hospitality	\$62,353	\$72,994	\$0	\$52,218	\$135,613	\$96,053	\$90,000	\$90,000
6341-Mtgs Equip Rental	\$18,391	\$33,259	\$0	\$19,151	\$19,683	\$19,201	\$25,000	\$0
6399-Mtgs Other	\$750		\$0	\$1,447	\$3,320	\$1,000	\$0	\$0
6401-Speaker Expense	\$3,799	(\$259)	\$0		\$0	\$0	\$1,000	\$1,000
7999-Other Operating Exp	\$300	\$1,360	\$0	\$2,869	\$1,374	\$1,470	\$3,200	\$3,200
Total Other Expense	\$136,820	\$157,143	\$0	\$130,310	\$229,523	\$215,510	\$214,700	\$189,700
8011-Administration CLE	\$25,000	\$17,050	\$0	\$25,000	\$14,850	\$15,950	\$16,000	\$16,000
8101-Printing In-House	\$2,563	\$3,165	\$0		\$6	\$1,338	\$100	\$100
8131-A/V Services	\$5,503	\$2,968	\$0	\$5,427	\$5,155	\$5,881	\$6,000	\$6,000
8141-Journal/News Service	\$0	\$425	\$0		\$850	\$425	\$2,000	\$2,000
8171-Course Approval Fee	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Total Admin & Internal Expense	\$33,216	\$23,758	\$150	\$30,577	\$21,011	\$23,744	\$24,250	\$24,250
Total Expense	\$178,238	\$194,933	\$1,706	\$176,252	\$271,725	\$260,965	\$266,450	\$266,450
Operating Income	\$110,401	\$94,657	\$24,294	\$130,628	\$136,535	\$213,095	\$173,550	\$173,550

	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2025-26 Budget
964-9642-26419-00000								
3301-Registration-Live	\$66,035	(\$125)	\$67,702	\$97,357	\$70,300	\$84,611	\$75,000	\$50,000
Total Registration Revenue	\$66,035	(\$125)	\$67,702	\$97,357	\$70,300	\$84,611	\$75,000	\$50,000
3341-Exhibit Fees	\$20,582	\$4,145	(\$214)	\$0	\$26,500	\$21,600	\$36,000	\$0
3351-Sponsorships	\$25,000	\$0	\$5,000	\$0	\$34,000	\$32,250	\$30,000	\$30,000
Other Event Revenue	\$45,582	\$4,145	\$4,786	\$0	\$60,500	\$53,850	\$66,000	\$30,000
Total Revenue	\$111,617	\$4,020	\$72,488	\$97,357	\$130,800	\$138,461	\$141,000	\$80,000
4111-Rent Equipment	\$3,874	\$450	\$0	\$0	\$0		\$0	\$0
4311-Office Supplies	\$19	\$0	\$0	\$0	\$0		\$0	\$0
Total Staff & Office Expense	\$3,893	\$450	\$0	\$0	\$0		\$0	\$0
5031-AV Services							\$20,000	\$20,000
5051-Credit Card Fees	\$1,375	\$294	(\$178)	(\$2)	\$2,341	\$1,126	\$3,000	\$3,000
Total Contract Services	\$1,375	\$294	(\$178)	(\$2)	\$2,341	\$1,126	\$3,000	\$23,000
5501-Employee Travel	\$3,994	\$0	\$3,526	\$5,774	\$5,000	\$1,769	\$5,000	\$5,000
Total Travel	\$3,994	\$0	\$3,526	\$5,774	\$5,000	\$1,769	\$5,000	\$5,000
6001-Post 1st Class/Bulk	\$9	\$0	\$0	\$246	\$0	\$2,913	\$500	\$500
6021- Post Express Mail	\$4	\$0	\$0	\$0		\$0	\$0	\$0
6321-Mtgs Meals	\$121,486	\$550	\$194,234	\$362,967	\$114,123	\$205,369	\$210,000	\$250,000
6325-Mtgs Hospitality						\$361		
6341-Mtgs Equip Rental	\$8,530	\$0	\$34,744	\$33,765	\$235	\$4,529	\$0	\$0
6361-Mtgs Entertainment	\$8,256	\$0	\$15,656	\$50,646	\$35,800	\$17,925	\$40,000	\$40,000
7001 - Award	\$10	\$0	\$0				\$0	\$0
Total Other Expense	\$138,285	\$550	\$244,634	\$452,526	\$150,158	\$231,097	\$250,500	\$290,500
8101-Printing In-House		\$0	\$0	\$0	\$0	\$2	\$400	\$400
Total Admin & Internal Expense		\$0	\$0	\$0	\$400	\$2	\$400	\$400
Total Expense	\$147,547	\$1,294	\$247,982	\$458,297	\$157,899	\$233,993	\$258,900	\$318,900
Net Income	(\$35,930)	\$2,726	(\$175,494)	(\$360,941)	(\$27,099)	(\$95,532)	(\$117,900)	(\$238,900)

964-9640-26400-00000-	2025-26
	Budget
3301-Registration-Live	516,650.00
3331-Registration-Ticket	20,000.00
Total Registration Revenue	536,650.00
3351-Sponsorships	10,000.00
Other Event Revenue	10,000.00
Total Revenue	546,650.00
4131-Telephone Expense	0.00
4301-Photocopying	0.00
4311-Office Supplies	0.00
Total Staff & Office Expense	0.00
5031-AV Services (Zoom Expenses)	0.00
5051-Credit Card Fees	16,100.00
5199-Other Contract Services	5,000.00
Total Contract Services	21,100.00
5501-Employee Travel	20,000.00
5531-Board/Off/Memb Travel	4,000.00
5599-Other Travel	0.00
Total Travel	24,000.00
6001-Post 1st Class/Bulk	0.00
6311-Mtgs General Meeting	502,000.00
6321- Mtgs Meals	54,000.00
6325-Mtgs Hospitality	0.00
6361-Mtgs Entertainment	5,000.00
Total Other Expense	561,000.00
Total Expense	606,100.00
Net Income	(59,450.00)

Updated Proposed Language:

Residential Lease – Apartment Multi-Family Rental Housing (AKA the Condominium Version): Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the homeowners' association, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively "Governing Documents"), now existing or hereafter adopted amended, or repealed. Tenant, during the Lease Term, may obtain a copy of the association's rules from: (i) the Landlord or (ii) the association, as an authorized representative of Landlord, by contacting the association and providing a copy of this Lease. If the Premises are part of a condominium association, Tenant also has a right to inspect and to copy, during the Lease Term, the documents outlined in Chapter 718, Florida Statutes, as amended from time-to-time.

Residential Lease – Single Family Home or Duplex (AKA Single Family Version): Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the homeowners' association, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively "Governing Documents"), now existing or hereafter adopted amended, or repealed. Tenant, during the Lease Term, may obtain a copy of the association's rules from: (i) the Landlord or (ii) the association, as an authorized representative of Landlord, by contacting the association and providing a copy of this Lease.

Updated the Security Deposit Section for both leases to change "Florida Banking Institution" to "Florida Financial Institution" in accordance with CS/HB 1305

Language approved by EC on April 24, 2021; Hammock Beach Meeting:

Residential Lease – Apartment Multi-Family Rental Housing (AKA the Condominium Version): Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the master homeowners' association, of which the Premises are a part, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively "Governing Documents"), now existing or hereafter adopted amended, or repealed. If the Premises are part of a condominium development, in accordance with Section 718.111(12)(c)(1), Florida Statutes, Tenant has a right to inspect and to copy the condominium association's bylaws and rules during the Lease Term. Tenant may do so by contacting the condominium association. If the Premises are part of a cooperative development, in accordance with Section 719.104(2)(c), Florida Statutes, Landlord grants Tenant with the authority, as an authorized representative of the Landlord under this Lease, to inspect and to copy the cooperative association's bylaws and rules during the Lease Term. Tenant may do so by contacting the cooperative association. Unless otherwise authorized by Landlord, Tenant shall not have any authority to inspect or copy any other official records or documents of the cooperative development association. If the Premises are part of a master homeowners' association, in accordance with Section 720.303(5), Florida Statutes, Landlord grants Tenant with the authority, as an authorized representative of the Landlord under this Lease, to inspect and to copy the master homeowners' association's bylaws and rules during the Lease Term. Tenant may do so by contacting the master homeowners' association. Unless otherwise authorized by Landlord, Tenant shall not have any authority to inspect or copy any other official records or documents of the master homeowners' association.

Residential Lease – Single Family Home or Duplex (AKA Single Family Version): During the Lease Term, Tenant will have permission to use, along with others, the common areas of the association and the development of which the Premises are a part, subject to all terms of the governing documents for the association(s) and the development of which the Premises are a part, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively, "Governing Documents"), now existing or hereafter adopted amended, or repealed. If the Premises are part of a homeowners' association, in accordance with Section 720.303(5), Florida Statutes, Landlord grants Tenant with the authority, as an authorized representative of

Supreme Court Leases – Proposed change to the lease versions approved in 2021

the Landlord under this Lease, to inspect and to copy the homeowners' association's bylaws and rules during the Lease Term. Tenant may do so by contacting the homeowners' association. Unless otherwise authorized by Landlord, Tenant shall not have any authority to inspect or copy any other official records or documents of the homeowners' association.

**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING
(OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE**

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

(FOR A TERM NOT TO EXCEED ONE YEAR)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

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

NO CHANGES (EXCEPT CHANGES MADE DIRECTLY BY LANDLORD AND/OR TENANT) OR ADDITIONS (EXCEPT SUPREME COURT-APPROVED EXHIBITS TO THIS LEASE OR ATTACHMENTS ADDED BY LANDLORD AND/OR TENANT) TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

Part II, Chapter 83, Florida Statutes, entitled Florida Residential Landlord and Tenant Act is referenced as the "Act" and is attached hereto.

1. **TERM AND PARTIES.** This is a lease (the "Lease") for a period of _____ [number] months, beginning _____ [month, day, year] and ending _____ [month, day, year] (the "Lease Term"), between _____ [name of owner/landlord of the property] and _____ [name(s) of person(s) to whom the property is leased]. In the Lease, the owner whether one or more, of the property is called "Landlord." Landlord represents that he/she/it has the right to enter into this Lease. Landlord may appoint and authorize a third-party to collect the rent payments and any other charges due under the Lease and to perform any of Landlord's obligations in the Lease. All persons to whom the property is leased are called "Tenant.")

If and when included within the definition of "Tenant" as used in the Lease, there is more than one person or entity, each such person or entity, along with any co-signors, shall be jointly and severally liable for all the terms of the Lease and all the obligations of "Tenant" under the Lease.

Landlord and Tenant contact information may be circulated to all parties after full execution of the Lease.

Landlord's E-mail address: _____

Landlord's Telephone Number: _____

Landlord's Address _____

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 1 of 17

The Premises (as defined below) shall be occupied only by the Tenant and the following persons:

_____.

2. **PROPERTY RENTED.** Landlord leases to Tenant: (i) mobile home bearing vehicle identification no. _____, or (ii) apartment or unit no. _____ in the building, located at _____ [street address] known as _____ [name of apartment, condominium or cooperative development], _____ [city], Florida _____ [zip code], together with the following furniture and appliances specifically referenced herein.

Check all that apply:

_____ range(s)/oven(s)
_____ refrigerator(s)
_____ dishwasher(s)
_____ garbage disposal(s)
_____ ceiling fan(s)
_____ intercom
_____ light fixtures(s)
_____ drapery rods and draperies
_____ blinds
_____ window treatments
_____ smoke detector(s)

☐ Please check here if there are any additional items of furniture and/or appliances, then attach, as a separate writing, an inventory of any such additional items as set forth on Exhibit A, the “**OPTIONAL INVENTORY ADDENDUM**”.

Items of furniture and/or appliances, which are *excluded* from the property leased [list all furniture and appliances, which are expressly excluded from the Lease]:

In this Lease the property leased to Tenant, including furniture and appliances, if any, is called the “Premises.”

3. **COMMON AREAS.** If there is a condominium or a cooperative development, Landlord hereby gives Tenant notice that such Premises are part of the following condominium(s) or cooperative development: _____. If there is a master homeowners’ association, Landlord gives Tenant notice that such Premises are part of the following master homeowners’ association: _____. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the homeowners’ association, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively “Governing Documents”), now existing or hereafter adopted amended, or repealed. Tenant, during the Lease Term, may obtain a copy of the association’s rules from: (i) the Landlord or (ii) the association, as an authorized representative of Landlord, by contacting the association and providing a copy of this Lease. If the Premises are part of a condominium association, Tenant also has a right to inspect and to copy, during the Lease Term, the documents outlined in Chapter 718, Florida Statutes, as amended from time-to-time.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 2 of 17

4. **RENT PAYMENTS AND CHARGES.** Tenant shall pay the total rent for the Premises in the amount of _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments as provided in the options below:

☐ monthly, on the ____ day of each month (if left blank, on the first day of each month) in the amount of \$ _____ per installment.

OR

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

OR

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

OR

☐ as stated: _____

Tenant shall also be obligated to remit to Landlord with each rent payment all taxes imposed on the rent that are required to be paid by Tenant by state or local taxing authorities, when applicable, in the amount of \$ _____ ☐ with each rent installment or ☐ with the rent for the full Lease Term. The amount ☐ for each rent installment or ☐ for the rent for the full Lease Term, plus applicable taxes, shall be \$ _____. Landlord will notify Tenant if the amount of the tax changes.

If the tenancy starts on a day other than the first (1st) day of the month or week as designated above or ends on a day other than the last day of the month or week, the rent shall be prorated from _____ (date) through _____ (date) in the amount of \$ _____ and shall be due on _____ (date) [if rent is paid monthly, prorate on a thirty (30) day month].

Tenant shall make rent payments and all other charges required to be paid under the Lease by valid (check all that apply) _____ personal check, _____ money order, _____, cashier's check, _____, automated clearing house (ACH), _____ credit card or _____ other _____ (specify, if applicable) (if blank, payment shall be made by check or as otherwise approved by Landlord). If payment is accepted by any means other than cash, payment is not considered made until such payment is collected.

All rent payments shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as stated herein).

If Tenant makes a rent payment or any other payment required to be paid under the Lease with a bad check, a worthless check, a dishonored check, or a non-sufficient funds payment (collectively, "Bad Check"), Landlord may require Tenant to pay all future payments by money order, cashier's check, official bank check or other _____ (specify, if applicable), and to pay fees in the amount of \$ _____ (not to exceed \$25.00, or 4% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge owed for a Bad Check is hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

5. **DEPOSITS, ADVANCE RENT, AND OTHER CHARGES.** In addition to the rent payments described above, Tenant shall pay the following (check and complete only those items that are applicable):

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 3 of 17

_____ a security deposit of \$ _____, to be paid on or before _____.

_____ an additional security deposit of \$ _____, to be paid on or before _____.

_____ first ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ last ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ advance rent for ☐ month of _____, or ☐ week of _____, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ prorated rent, plus applicable taxes, to be paid on or before _____.

_____ a pet deposit in the amount of \$ _____, to be paid on or before _____.

_____ a cleaning fee in the amount of \$ _____, to be paid on or before _____.

_____ a security deposit, payable to the condominium or cooperative development of \$ _____, to be paid by Tenant, unless noted otherwise in Section 20, on or before _____.

_____ a _____ fee, payable to the condominium, cooperative development or master homeowners' association of \$ _____, to be paid by Tenant, unless noted otherwise in Section 20, on or before _____.

_____ Other: _____, to be paid on or before _____.

_____ Other: _____, to be paid on or before _____.

Tenant shall pay a late fee in the amount of \$ _____ (if left blank, 4% of the rent payment) for each rent payment made more than _____ number of days after the date it is due (if left blank, five (5) days if rent is paid monthly, one (1) day if rent is paid weekly). The late charges are hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

Tenant shall not be entitled to move into the Premises or to receive keys to the Premises until all money due prior to occupancy has been paid. If no date is specified in this Section, then funds shall be due prior to Tenant occupancy.

Unless otherwise noted above, any funds due under this Section shall be payable, to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth herein). Any fees or charges designated in this Section, which are due after occupancy, shall be paid accordingly.

6. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

(a) Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida financial institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least seventy-five percent (75%) of the annualized average interest paid by the bank or five percent (5%) per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 4 of 17

funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

(b) Landlord must post a surety bond in the manner allowed by law. If Landlord posts the surety bond, Landlord shall pay Tenant five percent (5%) interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents five (5) or more dwelling units, then within thirty (30) days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant, in writing, of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

Resident acknowledges the following disclosures as required by Florida law:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEYS FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

7. NOTICES.

All notices to Landlord must be sent to Landlord at Landlord's Address set forth above, unless Landlord gives Tenant written notice of a change or authorizes a third-party to receive notice as designated below. Landlord shall provide a copy of this signed Lease to Tenant upon Tenant's request. The parties may agree to communicate by any form of communication (including text or email) unless the Act dictates another form of delivery.

Authorized Third Party Name: _____

Authorized Third Party E-mail address: _____

Authorized Third Party Telephone Number: _____

Authorized Third Party Address: _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 5 of 17

8. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant, and all other persons on the Premises, also shall obey and comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises, and all rules and regulations of any apartment building, condominium, cooperative development, or master homeowners' association affecting the Premises. Landlord will give Tenant notice of any restrictions, rules and regulations affecting the Premises. Subject to the terms of the Lease, Tenant shall have exclusive use and right of possession to the Premises.

Tenant acknowledges and agrees that, if the Premises are located in a condominium, a cooperative development, or a master homeowners' association, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the Governing Documents for the property. Tenant further acknowledges and agrees that Tenant will comply with any restrictions, restrictions, rules, and regulations outlined in the Governing Documents.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month (if left blank, seven (7) days). Landlord's written approval is required to allow anyone else to occupy the Premises.

Tenant ☐ may or ☐ may not (if blank, may not) keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. If Tenant may keep pets or animals, the pets or animals described in this Section are permitted on the Premises:

(If applicable, specify number of pets, type(s), breed, maximum adult weight of pets.)

Smoking ☐ is or ☐ is not permitted in the Premises (if blank, is not).

Vaping or Electronic Cigarettes ☐ are or ☐ are not permitted in the Premises (if blank, are not).

Please see Section 27 for information on making a reasonable accommodation request.

Tenant shall not use, keep, or store on the Premises any dangerous, explosive, toxic, or flammable materials, which might increase the probability of fire or damage on the Premises, or which would increase the cost of insuring the Premises, without Landlord's written consent. Tenant shall not create any environmental hazards on or about the Premises. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, Tenant ☐ may or ☐ may not (if blank, may not) hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

9. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:

- (a) Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises and the Act. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs (if applicable), porches, windows, doors, exterior walls, screens, foundations, floors, steps, and all other structural components, and keep the plumbing in reasonable working order. Notwithstanding the foregoing, if the Premises are located in a condominium, a cooperative development, or a master homeowners' association, Landlord and Tenant acknowledge and agree that the maintenance of the structural elements and common areas is performed by the condominium, the cooperative development or the master homeowners' association as part of the common area maintenance and that Landlord and Tenant shall in no event be responsible for any such maintenance relating to the common areas of the condominium, cooperative development or master homeowners' association.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 17

- (b) Elective Maintenance. Fill in each blank space in this Section with "LL" for Landlord or "T" for Tenant, to show who will maintain the item noted. If a space is left blank, Landlord will be required to maintain that item.

_____	Smoke detection devices
_____	Extermination of rats, mice, roaches, ants, and bedbugs
_____	Extermination of wood-destroying organisms
_____	Locks
_____	Clean and safe condition of outside areas
_____	Garbage removal and outside garbage receptacles
_____	Running water
_____	Hot Water
_____	Lawn/Shrubbery
_____	Heating
_____	Air conditioning/Cooling
_____	Heating and air conditioning filters
_____	Furniture
_____	Pool/Spa/Hot Tub (including filters, machinery, and equipment)
_____	Water Treatment
_____	Ceilings
_____	Interior Walls
_____	Appliances (included in the Lease per Section 2)
_____	Other: _____.

Tenant shall notify _____ (name) at _____ (address) (if left blank, Landlord at Landlord's Address) and _____ (telephone number) (if left blank, Landlord at Landlord's Telephone Number) of maintenance and repair requests.

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the replacement of equipment on items in need of major repair or replacement despite Tenant's proper maintenance. **Major repair is a repair that costs more than \$_____ (if left blank, \$0) to remedy.** Tenant shall not be required to pay for any portion of the costs associated with major repairs or the replacement of equipment.

Tenant shall be required to vacate the Premises, for a period of time not to exceed four (4) days, on seven (7) days' written notice, if necessary, for extermination services pursuant to this Section. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this Section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

(c) Tenant's Required Maintenance. Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

(i) comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;

(ii) if the Premises are located in a condominium, a cooperative development or a master homeowners' association, comply with all Governing Documents, now existing or hereafter adopted by the condominium, the cooperative development or the master homeowners' association;

(iii) keep the Premises clean and sanitary;

(iv) remove all garbage from the Premises in a clean and sanitary manner;

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 7 of 17

- (v) keep all plumbing fixtures in the Premises clean, sanitary, and in reasonable working condition;
- (vi) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and
- (vii) be responsible for the full costs of the replacement/repair of any lost or broken keys, gate cards, fobs, garage door remotes, and any other access item issued to Tenant in connection with the Lease, including access to any common areas.

10. UTILITIES. Tenant shall pay all utilities and utility services to the Premises during the Lease Term and all charges for hook-up, connection, and deposit for activating and providing all utilities and utility services to the Premises during the Lease Term, except for _____, which Landlord agrees to provide at Landlord's expense (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc. If blank, then "NONE"). Any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall be due as additional rent unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency in which case any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall never be treated as rent and are due and payable separately.

11. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or the United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

12. LANDLORD'S ACCESS TO PREMISES. Landlord may enter the Premises in the following circumstances:

- (a) At any time for the protection or preservation of the Premises.
- (b) After at least twelve (12) hours-notice to Tenant, between the hours of 7:30 am and 8:00 pm, for the purpose of repairing the Premises.
- (c) To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (i) with Tenant's consent;
 - (ii) in case of emergency;
 - (iii) when Tenant unreasonably withholds consent; or
 - (iv) if Tenant is absent from the Premises for a period of at least one-half a rental installment period (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).

13. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

14. 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, Landlord shall, at its cost and expense and with due diligence, cause such damage to be repaired as necessary to restore all damaged portions of the Premises to the condition existing prior to the casualty. If the damage is such that the Premises are completely uninhabitable or cannot be repaired and restored within thirty (30) days from the casualty, Tenant may terminate the Lease within thirty (30) days after the casualty by (1) vacating the Premises

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 8 of 17

within such thirty (30) day period and (2) delivering written notice to the Landlord of such termination and vacation, which notice shall be sent to Landlord pursuant to Section 7 within the thirty (30) day period after the date of damage or destruction. If Tenant vacates the Premises and delivers the notice within the thirty (30) day period after damage or destruction to the Premises, Tenant is not liable for rent that would have been due after the date of the casualty and Landlord shall immediately return the security deposit or advance rent paid by Tenant within thirty (30) days of the date Tenant vacates the Premises or delivers of notice of termination, whichever comes first. If Tenant vacates the Premises, but fails to provide Landlord with written notice as set forth herein, Tenant shall be liable for payment of rent for the month immediately following the date of casualty. Additionally, Tenant may vacate the portion 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.

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 Tenant's use and occupancy of the Premises is completely impaired and the Premises have been deemed uninhabitable in writing by a local government housing agency or building official, Landlord may terminate the Lease within thirty (30) days after the housing agency or building official declares the Premises uninhabitable and Tenant shall immediately vacate the Premises and Landlord shall immediately return the security deposit or advance rent paid by Tenant within fifteen (15) days of Tenant vacating the Premises. Tenant is not liable for rent that would have been due after the date of damage or destruction. In the absence of a declaration from a local governing body, building official, or court of competent jurisdiction, that the Premises are uninhabitable, Landlord shall have no right to terminate the Lease due to casualty or damage not caused by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent.

15. **DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease; need to determine whether there has been a default of the Lease; and/or need information on what remedies are available for such failure or default, refer to the Act, including Sections 83.55, 83.56, 83.58, 83.59, and 83.595, Florida Statutes, which contain information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.
16. **ASSIGNMENT/SUBLEASING.** Tenant ☐ may or ☐ may not (if blank, may not) assign the Lease or sublease (lease to another) all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.
17. **RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. If the Premises are located in a condominium, a cooperative development or a master homeowners' association, Landlord shall not be liable for any loss, damage or injury sustained by Tenant, Tenant's family, agents, employees, guests, or visitors, within any common areas of the condominium, the cooperative development or the master homeowners' association. Notwithstanding the foregoing, nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct. Tenant is strongly encouraged to carry insurance covering Tenant's personal property and tenant liability insurance.
18. **SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
19. **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.
20. **APPROVAL CONTINGENCY/FEES.** If Tenant must be approved by an association that governs the Premises, Landlord and Tenant agree that the Lease is contingent upon approval of Tenant by the association. Any application fee required by an association shall be paid by ☐ Landlord ☐ Tenant (if blank, Tenant). If such approval is not

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 9 of 17

obtained prior to commencement of the Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Sections 5 and 6, if made. If Tenant diligently applies for association approval and is denied, the Tenant shall receive return of deposits specified in Sections 5 and 6, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐Landlord ☐Tenant (if blank, per association rules) shall pay the security deposit, required by the association, specified in Sections 5 and 6, if applicable. ☐Landlord ☐Tenant (if blank, per association rules) shall pay the _____ fee, required by the applicable association, as specified in Section 5, if applicable.

21. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

22. LEAD-BASED PAINT. ☐ Check and complete Exhibit B, the “**LEAD WARNING STATEMENT ADDENDUM**”, if the Premises was built before January 1, 1978 (the term Lessor refers to Landlord and the term Lessee refers to Tenant when used in the Exhibit B).

23. KEYS AND LOCKS. Landlord shall furnish Tenant:

_____ (insert number) of sets of keys to the Premises
_____ (insert number) of mailbox keys
_____ (insert number) of garage door openers
_____ (insert number) of other (specify, if applicable): _____

If the Premises are located in an apartment, a condominium, a cooperative development or a master homeowners’ association, Tenant will be provided with the following to access the development’s common areas/facilities:

_____ (insert number) of keys to _____
_____ (insert number) of remote controls to _____
_____ (insert number) of electronic cards to _____
_____ (insert number) other (specify, if applicable) to _____

At end of Lease Term, all items specified in this Section shall be returned to _____ (name) at _____ (address) (if left blank, Landlord at Landlord’s Address).

24. ATTORNEYS’ 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.

25. HURRICANE AND WINDSTORMS. Tenant acknowledges that a windstorm, tropical storm, named storm or hurricane (“Major Storm”) may strike any area throughout Florida with little or no notice, and because of this, the Premises may suffer damage or loss. Tenant further acknowledges that the Premises is not a designated hurricane shelter and it is strictly the Tenant’s choice to remain on the Premises during any Major Storm event. In the event of any hurricane/tropical storm watch, hurricane/tropical storm warning, or any watch or warning relating to a Major Storm event, Tenant agrees to promptly bring in all of Tenant’s personal belongings from any balconies, patios, walkways, or common areas, which are not securely anchored. If Tenant fails to do so, Tenant agrees to assume all risk of damage to Tenant’s personal belongings and to indemnify Landlord for any damage or injury to property or person caused by or resulting from Tenant’s failure to remove or securely anchor such personal belongings from any balconies, patios, walkways, or common areas. Tenant understands that Landlord is under no obligation to protect Tenant’s personal property that is located within or on the Premises; therefore, Tenant should take reasonable measures to protect himself or herself and to protect his or her personal property that is located within or on the Premises.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 10 of 17

Landlord hereby affirms that the Premises ☐ does or ☐ does not come with shutters (if no box is checked, Does Not). If there are shutters on the Premises, either ☐ Tenant is authorized, but not obligated, to install such shutters in the event of a Major Storm or ☐ Landlord will install such shutters in the event of a Major Storm (if no box is checked, Landlord). Tenant acknowledges and agrees that improper installation of any shutters may result in extensive damage to the structure of the Premises for which the installing Tenant will be fully liable for any damage caused to Tenant's personal property. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the Premises, Landlord will do so at least twelve hours before a Major Storm is expected to arrive. The parties agree that installation of plywood ☐ is or ☐ is not permitted on the Premises (if no box is checked, Is Not). In the event Tenant is permitted to install plywood on the Premises, and elects to do so, Tenant will be responsible for repairing any holes and damage to the Premises caused by the installation of the plywood.

Tenant agrees that Landlord's provision and installation of storm shutters on the Premises shall not be construed as the Landlord's assumption of responsibility or protection of the Tenant's personal property, nor shall it be construed as the Landlord's warranty against any damages within the Premises. Tenant hereby agrees to waive any claims against Landlord for any damage or loss directly attributable to any Major Storm. Tenant understands that, in the event a state of emergency is established by the state of Florida, Landlord may have to prioritize any requests to install storm shutters, in order of severity. In this circumstance, Landlord will make every attempt to quickly respond to Tenant's requests; however, Tenant understands that a response may take longer than Landlord's normal response time.

Tenant is strongly encouraged to obtain renters' insurance and flood insurance policies that protect Tenant's personal property.

26. MISCELLANEOUS.

(a) Time is of the essence of the performance of each party's obligations under the Lease. Unless otherwise indicated, days shall refer to calendar days.

(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 full, and exclusive understanding between the parties as to its subject matter and shall supersede any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any amendments to the Lease shall be effective and binding on the parties only if any such amendments are in writing and signed by the parties.

(d) If any term or provision of the Lease shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of the Lease, shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

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

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

(g) A facsimile, scanned copy, or electronically signed copies of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.

(h) The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 11 of 17

(i) Landlord and Tenant will use good faith in performing their obligations under the Lease.

(j) 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 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.

27. REASONABLE ACCOMMODATION REQUEST. A Tenant with a disability may request that Landlord provide Tenant with a reasonable accommodation pursuant to the Fair Housing Act and other applicable law, if such accommodation may be necessary to afford the Tenant an equal opportunity to use and enjoy his/her/their dwelling. A Tenant with a disability may request such a reasonable accommodation, pursuant to the Fair Housing Act and other applicable law, orally or in writing, through Landlord. While it is Landlord's preference for Tenant to make the request for a reasonable accommodation, in writing, to help prevent misunderstandings about Tenant's request, oral requests are also accepted by Landlord. Oral requests for reasonable accommodation may be directed to _____ (name) (if left blank, to Landlord). Written requests for reasonable accommodation may be directed to _____ (name) at _____ (address) or _____ (email address) (if left blank, written requests for accommodation may be made to Landlord at Landlord's Address as set forth herein). Tenant may also request a reasonable accommodation directly from the association named in Section 3 if the accommodation involves a request that is under the dominion, ownership, and/or control of such condominium(s), cooperative development or master homeowners' association.

28. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BLANK SPACE (____) FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

29. OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES. ☐ Check and complete Exhibit C, the "EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM," to indicate whether liquidated damages or an early termination fee is a remedy available to Landlord as provided in Section 83.595, Florida Statutes.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 12 of 17

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

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 13 of 17**

Exhibit A

OPTIONAL INVENTORY ADDENDUM

[illegible]

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 14 of 17

Exhibit B

LEAD WARNING STATEMENT ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards			
Lead Warning Statement <i>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.</i>			
Lessor's Disclosure			
(a) Presence of lead-based paint and/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 <i>Protect Your Family from Lead in Your Home</i> .			
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 his/her responsibility to ensure compliance.			
Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.			
_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 15 of 17

Exhibit C

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

[] I agree, as provided in the Lease, to pay \$_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

[] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

Landlord's Signature

Date

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 16 of 17

**Copy of Current Version of Florida Residential Landlord and Tenant Act,
Part II, Chapter 83, Florida Statutes to Be Attached**

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of
this page which is Page 17 of 17**

**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING
(OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE**

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

(FOR A TERM NOT TO EXCEED ONE YEAR)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

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

NO CHANGES (EXCEPT CHANGES MADE DIRECTLY BY LANDLORD AND/OR TENANT) OR ADDITIONS (EXCEPT SUPREME COURT-APPROVED EXHIBITS TO THIS LEASE OR ATTACHMENTS ADDED BY LANDLORD AND/OR TENANT) TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

Part II, Chapter 83, Florida Statutes, entitled Florida Residential Landlord and Tenant Act is referenced as the "Act" and is attached hereto.

1. **TERM AND PARTIES.** This is a lease (the "Lease") for a period of _____ [number] months, beginning _____ [month, day, year] and ending _____ [month, day, year] (the "Lease Term"), between _____ [name of owner/landlord of the property] and _____ [name(s) of person(s) to whom the property is leased]. In the Lease, the owner whether one or more, of the property is called "Landlord." Landlord represents that he/she/it has the right to enter into this Lease. Landlord may appoint and authorize a third-party to collect the rent payments and any other charges due under the Lease and to perform any of Landlord's obligations in the Lease. All persons to whom the property is leased are called "Tenant.")

If and when included within the definition of "Tenant" as used in the Lease, there is more than one person or entity, each such person or entity, along with any co-signors, shall be jointly and severally liable for all the terms of the Lease and all the obligations of "Tenant" under the Lease.

Landlord and Tenant contact information may be circulated to all parties after full execution of the Lease.

Landlord's E-mail address: _____

Landlord's Telephone Number: _____

Landlord's Address _____

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 1 of 17

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The Premises (as defined below) shall be occupied only by the Tenant and the following persons:

_____.

2. **PROPERTY RENTED.** Landlord leases to Tenant: (i) mobile home bearing vehicle identification no. _____, or (ii) apartment or unit no. _____ in the building, located at _____ [street address] known as _____ [name of apartment, condominium or cooperative development], _____ [city], Florida _____ [zip code], together with the following furniture and appliances specifically referenced herein.

Check all that apply:

- ____ range(s)/oven(s)
____ refrigerator(s)
____ dishwasher(s)
____ garbage disposal(s)
____ ceiling fan(s)
____ intercom
____ light fixtures(s)
____ drapery rods and draperies
____ blinds
____ window treatments
____ smoke detector(s)

☐ Please check here if there are any additional items of furniture and/or appliances, then attach, as a separate writing, an inventory of any such additional items as set forth on Exhibit A, the **“OPTIONAL INVENTORY ADDENDUM”**.

Items of furniture and/or appliances, which are **excluded** from the property leased [list all furniture and appliances, which are expressly excluded from the Lease]:

In this Lease the property leased to Tenant, including furniture and appliances, if any, is called the “Premises.”

3. **COMMON AREAS.** If there is a condominium or a cooperative development, Landlord hereby gives Tenant notice that such Premises are part of the following condominium(s) or cooperative development: _____. If there is a master homeowners’ association, Landlord gives Tenant notice that such Premises are part of the following master homeowners’ association: _____. [Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium\(s\), the cooperative development, and/or the homeowners’ association, including, without limitation, any declaration of covenants and restrictions applicable to the association\(s\), bylaws, and any other restrictions, rules, and regulations \(collectively “Governing Documents”\), now existing or hereafter adopted amended, or repealed. Tenant, during the Lease Term, may obtain a copy of the association’s rules from: \(i\) the Landlord or \(ii\) the association, as an authorized representative of Landlord, by contacting the association and providing a copy of this Lease. If the Premises are part of a condominium association, Tenant also has a right to inspect and to copy, during the Lease Term, the documents outlined in Chapter 718, Florida Statutes, as amended from time-to-time.](#)

Deleted: Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the master homeowners’ association, of which the Premises are a part, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively “Governing Documents”), now existing or hereafter adopted amended, or repealed. If the Premises are part of a condominium development, in accordance with Section 718.111(12)(c)(1), Florida Statutes, Tenant has a right to inspect and to copy the condominium association’s bylaws and rules during the Lease Term. Tenant may do so by contacting the condominium association. If the Premises are part of a cooperative development, in accordance with Section 719.104(2)(c), Florida Statutes, Landlord grants Tenant with the authority, as an authorized representative of the Landlord under this Lease, to inspect and to copy the cooperative association’s bylaws and rules during the Lease Term. Tenant may do so by contacting the cooperative association. Unless otherwise authorized by Landlord, Tenant shall not have any authority to inspect or copy any other official records or documents of the cooperative development association. If the Premises are part of a master homeowners’ association, in accordance with Section 720.303(5), Florida Statutes, Landlord grants Tenant with the authority, as an authorized representative of the Landlord under this Lease, to inspect and to copy the master homeowners’ association’s bylaws and rules during the Lease Term. Tenant may do so by contacting the master homeowners’ association. Unless otherwise authorized by Landlord, Tenant shall not have any authority to inspect or copy any other official records or documents of the master homeowners’ association.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 2 of 17

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4. **RENT PAYMENTS AND CHARGES.** Tenant shall pay the total rent for the Premises in the amount of _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments as provided in the options below:

☐ monthly, on the ____ day of each month (if left blank, on the first day of each month) in the amount of \$ _____ per installment.

OR

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

OR

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

OR

☐ as stated: _____
_____.

Tenant shall also be obligated to remit to Landlord with each rent payment all taxes imposed on the rent that are required to be paid by Tenant by state or local taxing authorities, when applicable, in the amount of \$ _____ with each rent installment or _____ with the rent for the full Lease Term. The amount _____ for each rent installment or _____ for the rent for the full Lease Term, plus applicable taxes, shall be \$ _____. Landlord will notify Tenant if the amount of the tax changes.

If the tenancy starts on a day other than the first (1st) day of the month or week as designated above or ends on a day other than the last day of the month or week, the rent shall be prorated from _____ (date) through _____ (date) in the amount of \$ _____ and shall be due on _____ (date) [if rent is paid monthly, prorate on a thirty (30) day month].

Tenant shall make rent payments and all other charges required to be paid under the Lease by valid (check all that apply) _____ personal check, _____ money order, _____, cashier's check, _____, automated clearing house (ACH), _____ credit card or _____ other _____ (specify, if applicable) (if blank, payment shall be made by check or as otherwise approved by Landlord). If payment is accepted by any means other than cash, payment is not considered made until such payment is collected.

All rent payments shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as stated herein).

If Tenant makes a rent payment or any other payment required to be paid under the Lease with a bad check, a worthless check, a dishonored check, or a non-sufficient funds payment (collectively, "Bad Check"), Landlord may require Tenant to pay all future payments by money order, cashier's check, official bank check or other _____ (specify, if applicable), and to pay fees in the amount of \$ _____ (not to exceed \$25.00, or 4% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge owed for a Bad Check is hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

5. **DEPOSITS, ADVANCE RENT, AND OTHER CHARGES.** In addition to the rent payments described above, Tenant shall pay the following (check and complete only those items that are applicable):

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 3 of 17

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_____ a security deposit of \$ _____, to be paid on or before _____.

_____ an additional security deposit of \$ _____, to be paid on or before _____.

_____ first ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ last ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ advance rent for ☐ month of _____, or ☐ week of _____, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ prorated rent, plus applicable taxes, to be paid on or before _____.

_____ a pet deposit in the amount of \$ _____, to be paid on or before _____.

_____ a cleaning fee in the amount of \$ _____, to be paid on or before _____.

_____ a security deposit, payable to the condominium or cooperative development of \$ _____, to be paid by Tenant, unless noted otherwise in Section 20, on or before _____.

_____ a _____ fee, payable to the condominium, cooperative development or master homeowners' association of \$ _____, to be paid by Tenant, unless noted otherwise in Section 20, on or before _____.

_____ Other: _____, to be paid on or before _____.

_____ Other: _____, to be paid on or before _____.

Tenant shall pay a late fee in the amount of \$ _____ (if left blank, 4% of the rent payment) for each rent payment made more than _____ number of days after the date it is due (if left blank, five (5) days if rent is paid monthly, one (1) day if rent is paid weekly). The late charges are hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

Tenant shall not be entitled to move into the Premises or to receive keys to the Premises until all money due prior to occupancy has been paid. If no date is specified in this Section, then funds shall be due prior to Tenant occupancy.

Unless otherwise noted above, any funds due under this Section shall be payable, to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth herein). Any fees or charges designated in this Section, which are due after occupancy, shall be paid accordingly.

6. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

(a) Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida financial institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least seventy-five percent (75%) of the annualized average interest paid by the bank or five percent (5%) per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 4 of 17

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Deleted: banking

funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

(b) Landlord must post a surety bond in the manner allowed by law. If Landlord posts the surety bond, Landlord shall pay Tenant five percent (5%) interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents five (5) or more dwelling units, then within thirty (30) days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant, in writing, of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

Resident acknowledges the following disclosures as required by Florida law:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEYS FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

7. NOTICES.

All notices to Landlord must be sent to Landlord at Landlord's Address set forth above, unless Landlord gives Tenant written notice of a change or authorizes a third-party to receive notice as designated below. Landlord shall provide a copy of this signed Lease to Tenant upon Tenant's request. The parties may agree to communicate by any form of communication (including text or email) unless the Act dictates another form of delivery.

Authorized Third Party Name: _____

Authorized Third Party E-mail address: _____

Authorized Third Party Telephone Number: _____

Authorized Third Party Address: _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 5 of 17

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8. USE OF PREMISES. Tenant shall use the Premises only for residential purposes. Tenant, and all other persons on the Premises, also shall obey and comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises, and all rules and regulations of any apartment building, condominium, cooperative development, or master homeowners' association affecting the Premises. Landlord will give Tenant notice of any restrictions, rules and regulations affecting the Premises. Subject to the terms of the Lease, Tenant shall have exclusive use and right of possession to the Premises.

Tenant acknowledges and agrees that, if the Premises are located in a condominium, a cooperative development, or a master homeowners' association, the Lease and Tenant's rights under it, including as to the common areas, are subject to all terms of the Governing Documents for the property. Tenant further acknowledges and agrees that Tenant will comply with any restrictions, restrictions, rules, and regulations outlined in the Governing Documents.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month (if left blank, seven (7) days). Landlord's written approval is required to allow anyone else to occupy the Premises.

Tenant ☐ may or ☐ may not (if blank, may not) keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. If Tenant may keep pets or animals, the pets or animals described in this Section are permitted on the Premises:

(If applicable, specify number of pets, type(s), breed, maximum adult weight of pets.)

Smoking ☐ is or ☐ is not permitted in the Premises (if blank, is not).

Vaping or Electronic Cigarettes ☐ are or ☐ are not permitted in the Premises (if blank, are not).

Please see Section 27 for information on making a reasonable accommodation request.

Tenant shall not use, keep, or store on the Premises any dangerous, explosive, toxic, or flammable materials, which might increase the probability of fire or damage on the Premises, or which would increase the cost of insuring the Premises, without Landlord's written consent. Tenant shall not create any environmental hazards on or about the Premises. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement. However, Tenant ☐ may or ☐ may not (if blank, may not) hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

9. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:

- (a) Landlord's Required Maintenance. Landlord will comply with applicable building, housing, and health codes relating to the Premises and the Act. If there are no applicable building, housing, or health codes, Landlord shall maintain and repair the roofs (if applicable), porches, windows, doors, exterior walls, screens, foundations, floors, steps, and all other structural components, and keep the plumbing in reasonable working order. Notwithstanding the foregoing, if the Premises are located in a condominium, a cooperative development, or a master homeowners' association, Landlord and Tenant acknowledge and agree that the maintenance of the structural elements and common areas is performed by the condominium, the cooperative development or the master homeowners' association as part of the common area maintenance and that Landlord and Tenant shall in no event be responsible for any such maintenance relating to the common areas of the condominium, cooperative development or master homeowners' association.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 17

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- (b) Elective Maintenance. Fill in each blank space in this Section with "LL" for Landlord or "T" for Tenant, to show who will maintain the item noted. If a space is left blank, Landlord will be required to maintain that item.

_____	Smoke detection devices
_____	Extermination of rats, mice, roaches, ants, and bedbugs
_____	Extermination of wood-destroying organisms
_____	Locks
_____	Clean and safe condition of outside areas
_____	Garbage removal and outside garbage receptacles
_____	Running water
_____	Hot Water
_____	Lawn/Shrubbery
_____	Heating
_____	Air conditioning/Cooling
_____	Heating and air conditioning filters
_____	Furniture
_____	Pool/Spa/Hot Tub (including filters, machinery, and equipment)
_____	Water Treatment
_____	Ceilings
_____	Interior Walls
_____	Appliances (included in the Lease per Section 2)
_____	Other: _____.

Tenant shall notify _____ (name) at _____ (address) (if left blank, Landlord at Landlord's Address) and _____ (telephone number) (if left blank, Landlord at Landlord's Telephone Number) of maintenance and repair requests.

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the replacement of equipment on items in need of major repair or replacement despite Tenant's proper maintenance. **Major repair is a repair that costs more than \$_____ (if left blank, \$0) to remedy.** Tenant shall not be required to pay for any portion of the costs associated with major repairs or the replacement of equipment.

Tenant shall be required to vacate the Premises, for a period of time not to exceed four (4) days, on seven (7) days' written notice, if necessary, for extermination services pursuant to this Section. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this Section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

(c) Tenant's Required Maintenance. Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

- (i) comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
- (ii) if the Premises are located in a condominium, a cooperative development or a master homeowners' association, comply with all Governing Documents, now existing or hereafter adopted by the condominium, the cooperative development or the master homeowners' association;
- (iii) keep the Premises clean and sanitary;
- (iv) remove all garbage from the Premises in a clean and sanitary manner;

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 7 of 17

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- (v) keep all plumbing fixtures in the Premises clean, sanitary, and in reasonable working condition;
- (vi) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and
- (vii) be responsible for the full costs of the replacement/repair of any lost or broken keys, gate cards, fobs, garage door remotes, and any other access item issued to Tenant in connection with the Lease, including access to any common areas.

10. UTILITIES. Tenant shall pay all utilities and utility services to the Premises during the Lease Term and all charges for hook-up, connection, and deposit for activating and providing all utilities and utility services to the Premises during the Lease Term, except for _____, which Landlord agrees to provide at Landlord's expense (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc. If blank, then "NONE"). Any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall be due as additional rent unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency in which case any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall never be treated as rent and are due and payable separately.

11. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or the United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

12. LANDLORD'S ACCESS TO PREMISES. Landlord may enter the Premises in the following circumstances:

- (a) At any time for the protection or preservation of the Premises.
- (b) After at least twelve (12) hours-notice to Tenant, between the hours of 7:30 am and 8:00 pm, for the purpose of repairing the Premises.
- (c) To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (i) with Tenant's consent;
 - (ii) in case of emergency;
 - (iii) when Tenant unreasonably withholds consent; or
 - (iv) if Tenant is absent from the Premises for a period of at least one-half a rental installment period (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).

13. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

14. 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, Landlord shall, at its cost and expense and with due diligence, cause such damage to be repaired as necessary to restore all damaged portions of the Premises to the condition existing prior to the casualty. If the damage is such that the Premises are completely uninhabitable or cannot be repaired and restored within thirty (30) days from the casualty, Tenant may terminate the Lease within thirty (30) days after the casualty by (1) vacating the Premises

Landlord () () and Tenant () () acknowledge receipt of a copy of this page which is Page 8 of 17

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within such thirty (30) day period and (2) delivering written notice to the Landlord of such termination and vacation, which notice shall be sent to Landlord pursuant to Section 7 within the thirty (30) day period after the date of damage or destruction. If Tenant vacates the Premises and delivers the notice within the thirty (30) day period after damage or destruction to the Premises, Tenant is not liable for rent that would have been due after the date of the casualty and Landlord shall immediately return the security deposit or advance rent paid by Tenant within thirty (30) days of the date Tenant vacates the Premises or delivers of notice of termination, whichever comes first. If Tenant vacates the Premises, but fails to provide Landlord with written notice as set forth herein, Tenant shall be liable for payment of rent for the month immediately following the date of casualty. Additionally, Tenant may vacate the portion 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.

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 Tenant's use and occupancy of the Premises is completely impaired and the Premises have been deemed uninhabitable in writing by a local government housing agency or building official, Landlord may terminate the Lease within thirty (30) days after the housing agency or building official declares the Premises uninhabitable and Tenant shall immediately vacate the Premises and Landlord shall immediately return the security deposit or advance rent paid by Tenant within fifteen (15) days of Tenant vacating the Premises. Tenant is not liable for rent that would have been due after the date of damage or destruction. In the absence of a declaration from a local governing body, building official, or court of competent jurisdiction, that the Premises are uninhabitable, Landlord shall have no right to terminate the Lease due to casualty or damage not caused by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent.

15. **DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease; need to determine whether there has been a default of the Lease; and/or need information on what remedies are available for such failure or default, refer to the Act, including Sections 83.55, 83.56, 83.58, 83.59, and 83.595, Florida Statutes, which contain information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.
16. **ASSIGNMENT/SUBLEASING.** Tenant ☐ may or ☐ may not (if blank, may not) assign the Lease or sublease (lease to another) all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.
17. **RISK OF LOSS.** Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. If the Premises are located in a condominium, a cooperative development or a master homeowners' association, Landlord shall not be liable for any loss, damage or injury sustained by Tenant, Tenant's family, agents, employees, guests, or visitors, within any common areas of the condominium, the cooperative development or the master homeowners' association. Notwithstanding the foregoing, nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct. Tenant is strongly encouraged to carry insurance covering Tenant's personal property and tenant liability insurance.
18. **SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
19. **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.
20. **APPROVAL CONTINGENCY/FEEES.** If Tenant must be approved by an association that governs the Premises, Landlord and Tenant agree that the Lease is contingent upon approval of Tenant by the association. Any application fee required by an association shall be paid by ☐ Landlord ☐ Tenant (if blank, Tenant). If such approval is not

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 9 of 17

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obtained prior to commencement of the Lease Term, either party may terminate the Lease by written notice to the other given at any time prior to approval by the association, and if the Lease is terminated, Tenant shall receive return of deposits specified in Sections 5 and 6, if made. If Tenant diligently applies for association approval and is denied, the Tenant shall receive return of deposits specified in Sections 5 and 6, if made. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant (if blank, per association rules) shall pay the security deposit, required by the association, specified in Sections 5 and 6, if applicable. ☐ Landlord ☐ Tenant (if blank, per association rules) shall pay the _____ fee, required by the applicable association, as specified in Section 5, if applicable.

21. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but in no event may the total Lease Term exceed one year. A new lease is required for each year.

22. LEAD-BASED PAINT. ☐ Check and complete Exhibit B, the “**LEAD WARNING STATEMENT ADDENDUM**”, if the Premises was built before January 1, 1978 (the term Lessor refers to Landlord and the term Lessee refers to Tenant when used in the Exhibit B).

23. KEYS AND LOCKS. Landlord shall furnish Tenant:

_____ (insert number) of sets of keys to the Premises
_____ (insert number) of mailbox keys
_____ (insert number) of garage door openers
_____ (insert number) of other (specify, if applicable): _____

If the Premises are located in an apartment, a condominium, a cooperative development or a master homeowners’ association, Tenant will be provided with the following to access the development’s common areas/facilities:

_____ (insert number) of keys to _____
_____ (insert number) of remote controls to _____
_____ (insert number) of electronic cards to _____
_____ (insert number) other (specify, if applicable) to _____

At end of Lease Term, all items specified in this Section shall be returned to _____ (name) at _____ (address) (if left blank, Landlord at Landlord’s Address).

24. ATTORNEYS’ 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.

25. HURRICANE AND WINDSTORMS. Tenant acknowledges that a windstorm, tropical storm, named storm or hurricane (“Major Storm”) may strike any area throughout Florida with little or no notice, and because of this, the Premises may suffer damage or loss. Tenant further acknowledges that the Premises is not a designated hurricane shelter and it is strictly the Tenant’s choice to remain on the Premises during any Major Storm event. In the event of any hurricane/tropical storm watch, hurricane/tropical storm warning, or any watch or warning relating to a Major Storm event, Tenant agrees to promptly bring in all of Tenant’s personal belongings from any balconies, patios, walkways, or common areas, which are not securely anchored. If Tenant fails to do so, Tenant agrees to assume all risk of damage to Tenant’s personal belongings and to indemnify Landlord for any damage or injury to property or person caused by or resulting from Tenant’s failure to remove or securely anchor such personal belongings from any balconies, patios, walkways, or common areas. Tenant understands that Landlord is under no obligation to protect Tenant’s personal property that is located within or on the Premises; therefore, Tenant should take reasonable measures to protect himself or herself and to protect his or her personal property that is located within or on the Premises.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 10 of 17

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Landlord hereby affirms that the Premises ☐ does or ☐ does not come with shutters (if no box is checked, Does Not). If there are shutters on the Premises, either ☐ Tenant is authorized, but not obligated, to install such shutters in the event of a Major Storm or ☐ Landlord will install such shutters in the event of a Major Storm (if no box is checked, Landlord). Tenant acknowledges and agrees that improper installation of any shutters may result in extensive damage to the structure of the Premises for which the installing Tenant will be fully liable for any damage caused to Tenant's personal property. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the Premises, Landlord will do so at least twelve hours before a Major Storm is expected to arrive. The parties agree that installation of plywood ☐ is or ☐ is not permitted on the Premises (if no box is checked, Is Not). In the event Tenant is permitted to install plywood on the Premises, and elects to do so, Tenant will be responsible for repairing any holes and damage to the Premises caused by the installation of the plywood.

Tenant agrees that Landlord's provision and installation of storm shutters on the Premises shall not be construed as the Landlord's assumption of responsibility or protection of the Tenant's personal property, nor shall it be construed as the Landlord's warranty against any damages within the Premises. Tenant hereby agrees to waive any claims against Landlord for any damage or loss directly attributable to any Major Storm. Tenant understands that, in the event a state of emergency is established by the state of Florida, Landlord may have to prioritize any requests to install storm shutters, in order of severity. In this circumstance, Landlord will make every attempt to quickly respond to Tenant's requests; however, Tenant understands that a response may take longer than Landlord's normal response time.

Tenant is strongly encouraged to obtain renters' insurance and flood insurance policies that protect Tenant's personal property.

26. MISCELLANEOUS.

(a) Time is of the essence of the performance of each party's obligations under the Lease. Unless otherwise indicated, days shall refer to calendar days.

(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 full, and exclusive understanding between the parties as to its subject matter and shall supersede any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any amendments to the Lease shall be effective and binding on the parties only if any such amendments are in writing and signed by the parties.

(d) If any term or provision of the Lease shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of the Lease, shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

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

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

(g) A facsimile, scanned copy, or electronically signed copies of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.

(h) The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 11 of 17

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(i) Landlord and Tenant will use good faith in performing their obligations under the Lease.

(j) 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 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.

27. REASONABLE ACCOMMODATION REQUEST. A Tenant with a disability may request that Landlord provide Tenant with a reasonable accommodation pursuant to the Fair Housing Act and other applicable law, if such accommodation may be necessary to afford the Tenant an equal opportunity to use and enjoy his/her/their dwelling. A Tenant with a disability may request such a reasonable accommodation, pursuant to the Fair Housing Act and other applicable law, orally or in writing, though Landlord. While it is Landlord's preference for Tenant to make the request for a reasonable accommodation, in writing, to help prevent misunderstandings about Tenant's request, oral requests are also accepted by Landlord. Oral requests for reasonable accommodation may be directed to _____ (name) (if left blank, to Landlord). Written requests for reasonable accommodation may be directed to _____ (name) at _____ (address) or _____ (email address) (if left blank, written requests for accommodation may be made to Landlord at Landlord's Address as set forth herein). Tenant may also request a reasonable accommodation directly from the association named in Section 3 if the accommodation involves a request that is under the dominion, ownership, and/or control of such condominium(s), cooperative development or master homeowners' association.

28. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BLANK SPACE (____) FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

29. OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES. ☐ Check and complete Exhibit C, the "EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM," to indicate whether liquidated damages or an early termination fee is a remedy available to Landlord as provided in Section 83.595, Florida Statutes.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 12 of 17

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

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
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This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

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Exhibit B

LEAD WARNING STATEMENT ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards			
Lead Warning Statement <i>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.</i>			
Lessor's Disclosure			
(a) Presence of lead-based paint and/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 <i>Protect Your Family from Lead in Your Home</i> .			
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 his/her responsibility to ensure compliance.			
Certification of Accuracy			
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.			
_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 15 of 17
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Exhibit C

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

[☐] I agree, as provided in the Lease, to pay \$ _____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

[☐] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

_____ Landlord's Signature	_____ Date
_____ Landlord's Signature	_____ Date
_____ Landlord's Signature	_____ Date
_____ Tenant's Signature	_____ Date
_____ Tenant's Signature	_____ Date
_____ Tenant's Signature	_____ Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 16 of 17

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**Copy of Current Version of Florida Residential Landlord and Tenant Act,
Part II, Chapter 83, Florida Statutes to Be Attached**

**Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of
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Residential Lease for Single Family Home or Duplex
(FOR A TERM NOT TO EXCEED ONE YEAR)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

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, FLORIDA STATUTES, PART II, RESIDENTIAL LANDLORD AND TENANT ACT. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

NO CHANGES (EXCEPT CHANGES MADE DIRECTLY BY LANDLORD AND/OR TENANT) OR ADDITIONS (EXCEPT SUPREME COURT-APPROVED EXHIBITS TO THIS LEASE OR ATTACHMENTS ADDED BY LANDLORD AND/OR TENANT) TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

Part II, Chapter 83, Florida Statutes, entitled Florida Residential Landlord and Tenant Act is referenced throughout as the "Act" and is attached hereto.

1. PARTIES. This is a lease (the "Lease") between _____ (name of owner of the property or landlord) and _____ (name(s) of person(s) to whom the property is leased). In this Lease, the owner, whether one or more, of the property is called "Landlord." Landlord represents that he/she/it has the right to enter into this Lease. Landlord may appoint and authorize a third-party to collect the rent payments and any other charges due under the Lease and to perform Landlord's obligations in this Lease. All persons to whom the property is leased are called "Tenant."

If and when included within the definition of "Tenant" as used in the Lease, there is more than one person or entity, each such person or entity, along with any co-signors, shall be jointly and severally liable for all the terms of the Lease and for all the obligations of "Tenant" under the Lease.

Landlord & Tenant contact information may be circulated to all parties after full execution of the Lease

Landlord's E-mail address: _____

Landlord's Telephone Number: _____

Landlord's Address

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

The Premises (as defined below) shall be occupied only by the Tenant and the following persons:

_____.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 1 of 17

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at _____ (street address), _____ [city], Florida _____ [zip code], together with any furniture and appliances specifically referenced herein.

Check all that apply:

_____ range(s)/oven(s)
_____ refrigerator(s)
_____ dishwasher(s)
_____ garbage disposal(s)
_____ ceiling fan(s)
_____ intercom
_____ light fixtures(s)
_____ drapery rods and draperies
_____ blinds
_____ window treatments
_____ smoke detector(s)

☐ Please check here if there are any additional furniture and/or appliances included, then attach, as a separate writing, an inventory of any such additional items as set forth on Exhibit A, the **“OPTIONAL INVENTORY ADDENDUM”**.

Items of furniture and/or appliances, which are **excluded** from the property leased [list all furniture and appliances, which are expressly excluded from the Lease]:

In this Lease, the property leased to Tenant, including furniture and appliances, if any, is called the “Premises.”

3. TERM. This is a lease for a term beginning on _____ (month, day, year) and ending _____ (month, day, year) (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent for the Premises in the amount of \$ _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant as provided in the options below:

☐ in advance 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) in the amount of \$ _____ per installment.

OR

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

OR

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

OR

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 2 of 17

☐ as stated: _____
_____.

Tenant shall also be obligated to remit to Landlord with each rent payment all taxes imposed on the rent that are required to be paid by Tenant by state or local taxing authorities, when applicable, in the amount of \$ _____ ☐ with each rent installment or ☐ with the rent for the full Lease Term. The amount ☐ for each rent installment or ☐ for the rent for the full Lease Term, plus applicable taxes, shall be \$ _____. Landlord will notify Tenant if the amount of the tax changes.

If the lease term starts on a day other than the first (1st) 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 is paid monthly, prorate on a thirty (30) day month].

Tenant shall make rent payments and all other charges required to be paid under the Lease by valid personal check, money order, cashier's check, automated clearing house (ACH), credit card, or other _____ (specify, if applicable). If payment is accepted by any means other than cash, payment is not considered made until such payment is collected.

All rent payments shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth herein).

If Tenant makes a rent payment or any other payment required to be paid under the Lease with a bad check, a worthless check, a dishonored check, or a non-sufficient funds payment (collectively, "Bad Check"), Landlord may require Tenant to pay all future payments by money order, cashier's check, official bank check or other _____ (specify, if applicable), and to pay fees in the amount of \$ _____ (not to exceed \$25.00, or 4% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge for a Bad Check is hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

5. MONEY DUE IN CONNECTION WITH OCCUPANCY. In addition to the rent payments described above, Tenant shall pay the following (check and complete only those items that are applicable):

_____ a security deposit of \$ _____, to be paid on or before _____.

_____ an additional security deposit of \$ _____, to be paid on or before _____.

_____ first ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ last ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ advance rent for ☐ month of _____, or ☐ week of _____, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.

_____ prorated rent, plus applicable taxes, to be paid on or before _____.

_____ a pet deposit in the amount of \$ _____, to be paid on or before _____.

_____ a cleaning fee in the amount of \$ _____, to be paid on or before _____.

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 3 of 17

_____ a security deposit for the homeowner's association of \$_____, payable to the homeowners' association, to be paid by Tenant, unless noted otherwise in Section 17, on or before _____.

_____ a _____ fee for the homeowners' association of \$_____, payable to the homeowners' association, to be paid by Tenant, unless noted otherwise in Section 17, on or before _____.

_____ Other: _____, to be paid on or before _____.

_____ Other: _____, to be paid on or before _____.

Tenant shall not be entitled to move into the Premises or to receive keys to the Premises until all money due prior to occupancy has been paid. If no date is specified in this Section, then funds shall be due prior to Tenant occupancy.

Unless otherwise noted above, any funds due under this Section shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth herein). Any funds designated in this Section, which are due after occupancy, shall be paid accordingly.

6. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

(a) Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida financial institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least seventy-five percent (75%) of the annualized average interest paid by the bank or five percent (5%) per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

(b) Landlord must post a surety bond in the manner allowed by law. If Landlord posts the surety bond, Landlord shall pay Tenant five percent (5%) interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents five (5) or more dwelling units, then within thirty (30) days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant, in writing, of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

Resident acknowledges the following disclosures as required by Florida law:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 4 of 17

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEYS FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS

7. LATE FEES. (Complete if applicable) Tenant shall pay a late charge in the amount of \$ _____ (if left blank, 4% of the rent payment) for each rent payment made more than _____ number of days after the date it is due [if left blank, five (5) days if rent is paid monthly, one (1) day if rent is paid weekly]. The late charges are hereby defined and deemed as "rent" pursuant to Section, 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

8. PETS AND SMOKING. Tenant ☐ may or ☐ may not (if blank, may not) keep pets or animals on the Premises without Landlord's approval of the pet or animal in writing. If Tenant may keep pets or animals, the pets or animals described in this Section are permitted on the Premises:

(If applicable, specify number of pets, type(s), breed, maximum adult weight of pets.)

Smoking ☐ is or ☐ is not permitted in the Premises (if blank, is not).

Vaping or Electronic Cigarettes ☐ are or ☐ are not permitted in the Premises (if blank, are not).

Please see Section 29 for information on making a reasonable accommodation request.

9. NOTICES. All notices to Landlord must be sent to Landlord at Landlord's Address set forth above, unless Landlord gives Tenant written notice of a change or authorizes a third-party to receive notice as designated below. Landlord shall provide a copy of this signed Lease to Tenant upon Tenant's request. The parties may agree to communicate by any form of communication (including text or email) unless the Act dictates another form of delivery.

Authorized Third Party Name: _____

Authorized Third Party E-mail address: _____

Authorized Third Party Telephone Number: _____

Authorized Third Party Address _____

10. UTILITIES. Tenant shall pay for all utilities and utility services to the Premises during the Lease Term and all hook-up charges, connection charges, and deposits for activating existing utility connections to the Premises, except for _____, that Landlord agrees to provide at Landlord's expense

(specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc. If blank, then "NONE"). Any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall be due as additional rent unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency in which

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 5 of 17

case any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall never be treated as rent and are due and payable separately.

11. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:

(a) 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 in this Section with "LL" for Landlord or "T" for Tenant, to show who will maintain the item noted). If a space is left blank, Landlord will be required to maintain that item:

_____	Roofs
_____	Doors
_____	Foundations
_____	Heating
_____	Electrical System
_____	Structural Components
_____	Smoke Detection Devices
_____	Exterior Walls
_____	Locks
_____	Running Water
_____	Garbage removal and outside garbage receptacles
_____	Extermination of wood-destroying organisms
_____	Extermination of rats, mice, roaches, ants and bedbugs
_____	Water Treatment
_____	Furniture
_____	Ceilings
_____	Windows
_____	Floors
_____	Hot Water
_____	Screens
_____	Plumbing
_____	Porches
_____	Air Conditioning/Cooling
_____	Steps
_____	Running Water
_____	Lawn/Shrubbery
_____	Filters (specify)
_____	Pool/Spa/Hot Tub (including filters, machinery, and equipment)
_____	Interior Walls
_____	Appliances (included in the lease per Section 2)
_____	Other: _____.

Tenant shall notify _____ (name) at _____ (address) (if left blank, Landlord at Landlord's Address) and _____ (telephone number) (if left blank, Landlord at Landlord's Telephone Number) of maintenance and repair requests.

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the replacement of equipment on items in need of major repair or replacement despite Tenant's proper maintenance. **Major repair is a repair that costs more than \$ _____ (if left blank, \$0) to remedy.** Tenant shall not be required to pay for any portion of the costs associated with major repairs or the replacement of equipment.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 17

Tenant shall be required to vacate the Premises on seven (7) days' written notice, for a period not to exceed four (4) days, if necessary, for extermination services pursuant to this Section. When vacation of the Premises is required for extermination services, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this Section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

If the Premises are located in a homeowners' association, Landlord and Tenant acknowledge and agree that nothing in this Section makes Landlord responsible for the maintenance of any common areas owned by the homeowners' association and Landlord shall in no event be responsible for any such maintenance relating to the common areas of the homeowners' association.

(b) Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

(i) comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;

(ii) if the Premises are located in a homeowners' association, comply with all Governing Documents (as defined below), now existing or hereafter adopted by the association;

(iii) keep the Premises clean and sanitary;

(iv) remove all garbage from the Premises in a clean and sanitary manner;

(v) keep all plumbing fixtures in the Premises unit clean, sanitary, and in reasonable working condition;

(vi) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and

(vii) be responsible for the full costs of the replacement/repair of any lost or broken keys, gate cards, fobs, garage door remotes, and any other access item issued to Tenant in connection with the Lease, including access to any common areas.

12. ASSIGNMENT/SUBLEASING. Tenant ☐ may or ☐ may not (if blank, may not) assign the Lease or sublease (lease to another) all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

13. KEYS AND LOCKS. Landlord shall furnish Tenant:

_____ (insert number) of sets of keys to the Premises
_____ (insert number) of mailbox keys
_____ (insert number) of garage door openers
_____ (insert number) of other (specify, if applicable): _____

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

_____ (insert number) of keys to _____
_____ (insert number) of remote controls to _____
_____ (insert number) of electronic cards to _____
_____ (insert number) other (specify, if applicable) _____
to _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 7 of 17

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

14. LEAD-BASED PAINT. ☐ Check and complete Exhibit B, the "LEAD WARNING STATEMENT ADDENDUM", if the Premises was built before January 1, 1978 (the term Lessor refers to Landlord and the term Lessee refers to Tenant when used in Exhibit B).

15. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or the United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

16. LANDLORD'S ACCESS TO THE PREMISES. Landlord may enter the Premises in the following circumstances:

- (a) At any time for the protection or preservation of the Premises.
- (b) After twelve (12)-hours-notice to Tenant, between the hours of 7:30 am and 8:00 pm, for the purpose of repairing the Premises.
- (c) To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (i) with Tenant's consent;
 - (ii) in case of emergency;
 - (iii) when Tenant unreasonably withholds consent; or
 - (iv) if Tenant is absent from the Premises for a period of at least one-half a rental installment period (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).

17. HOMEOWNER'S ASSOCIATION/FEES. IF THERE IS A HOMEOWNER'S ASSOCIATION, LANDLORD HEREBY GIVES TENANT NOTICE THAT SUCH PREMISES ARE PART OF THE FOLLOWING HOMEOWNERS' ASSOCIATION(S): _____. IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION THAT GOVERNS THE PREMISES, LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON TENANT RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY ☐LANDLORD ☐TENANT (IF BLANK, TENANT). IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF THE LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN SECTIONS 5 AND 6, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant (if blank, per association rules) shall pay the security deposit, required by the association, specified in Sections 5 and 6, if applicable. ☐Landlord ☐Tenant (if blank, per association rules) shall pay the _____ fee, required by the association, as specified in Section 5, if applicable. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the homeowners' association, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively "Governing Documents"), now existing or hereafter adopted amended, or repealed. Tenant, during the

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 8 of 17

Lease Term, may obtain a copy of the association's rules from: (i) the Landlord or (ii) the association, as an authorized representative of Landlord, by contacting the association and providing a copy of this Lease.

18. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant, and all other persons on the Premises, also shall obey and comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises, and, if applicable, all rules and regulations of homeowners' associations affecting the Premises. Tenant acknowledges and agrees that if the Premises are located in a homeowners' association(s), the Lease and Tenant's rights under the Lease, including as to the common areas, are subject to all terms of the Governing Documents for the homeowners' association(s). Tenant further acknowledges and agrees that Tenant will comply with any rules, restrictions and regulation, outlined in the Governing Documents.

Subject to the terms of the Lease, Tenant shall have exclusive use and right of possession to 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. Tenant ☐ may or ☐ may not (if blank, may not) hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the installation/removal. 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 damage on the Premises or, which would increase the cost of insuring the Premises, without Landlord's written consent. Tenant shall not create any environmental hazards on or about the Premises. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month [if left blank, seven (7) days]. Landlord's written approval is required to allow anyone else to occupy the Premises.

19. RISK OF LOSS/INSURANCE. Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. If the Premises are located in a homeowners' association, Landlord shall not be liable for any loss, damage or injury sustained by Tenant, Tenant's family, agents, employees, guests, or visitors, within any common areas of the association. Notwithstanding the foregoing, nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct. Tenant is strongly encouraged to carry insurance covering Tenant's personal property and tenant liability insurance.

20. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in the Act, the provisions of which can be found in the attachment to this Lease.

21. 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, Landlord shall, at its cost and expense and with due diligence, cause such damage to be repaired as necessary to restore all damaged portions of the Premises to the condition existing prior to the casualty. If the damage is such that the Premises are completely uninhabitable or cannot be repaired and restored within thirty (30) days from the casualty, Tenant may terminate the Lease within thirty (30) days after the casualty by (1) vacating the Premises within such thirty (30) day period, and (2) delivering written notice to the Landlord of such termination and vacation, which notice shall be sent to Landlord pursuant to Section 9 within the thirty (30) day period after the date of damage or destruction. If Tenant vacates the Premises and delivers the notice within the thirty (30) day period after damage or destruction to the Premises, Tenant is not liable for rent that would have been due after the date of the casualty and Landlord shall immediately return the security deposit or advance rent paid by Tenant within thirty (30) days of the date Tenant vacates the Premises or delivers of notice of termination, whichever comes first. If Tenant vacates the Premises, but fails to provide Landlord with written notice as set forth herein, Tenant shall be liable for payment of rent for the month immediately following the date of casualty. Additionally, Tenant may vacate the portion of the Premises

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 9 of 17

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.

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 Tenant's use and occupancy of the Premises is completely impaired and the Premises have been deemed uninhabitable in writing by a local government housing agency or building official, Landlord may terminate the Lease within thirty (30) days after the housing agency or building official declares the Premises uninhabitable and Tenant shall immediately vacate the Premises and Landlord shall immediately return the security deposit or advance rent paid by Tenant within fifteen (15) days of Tenant vacating the Premises. Tenant is not liable for rent that would have been due after the date of damage or destruction. In the absence of a declaration from a local governing body, building official, or court of competent jurisdiction, that the Premises are uninhabitable, Landlord shall have no right to terminate the Lease due to casualty or damage not caused by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent.

22. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease; need to determine whether there has been a default of the Lease; and/or need information on what remedies are available for such failure or default, refer to the Act, including Sections 83.55, 83.56, 83.58, 83.59, and 83.595, Florida Statutes, which contain information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

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 in no event may the total Lease Term exceed one year. A new lease is required for each year.

26. ATTORNEYS' 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.

27. HURRICANE AND WINDSTORMS. Tenant acknowledges that a windstorm, tropical storm, named storm, or hurricane ("Major Storm") may strike any area throughout Florida with little or no notice, and because of this, the Premises may suffer damage or loss. Tenant further acknowledges that the Premises is not a designated hurricane shelter and it is strictly the Tenant's choice to remain on the Premises during any Major Storm event. In the event of any hurricane/tropical storm watch, hurricane/tropical storm warning, or any watch or warning relating to a Major Storm event, Tenant agrees to promptly bring in all of Tenant's personal belongings from any balconies, patios, walkways, or common areas, which are not securely anchored. If Tenant fails to do so, Tenant agrees to assume all risk of damage to Tenant's personal belongings and to indemnify Landlord for any damage or injury to property or person caused by or resulting from Tenant's failure to remove or securely anchor such personal belongings from any balconies, patios, walkways, or common areas. Tenant understands that Landlord is under no obligation to protect Tenant's personal property that is located within or on the Premises; therefore, Tenant should take reasonable measures to protect himself or herself and to protect his or her personal property that is located within or on the Premises.

Landlord hereby affirms that the Premises ☐ does or ☐ does not come with shutters (if no box is checked, Does Not). If there are shutters on the Premises, either ☐ Tenant is authorized, but not obligated, to install such shutters in the event of a Major Storm or ☐ Landlord will install such shutters in the event of a Major Storm (if no box is checked, Landlord) Tenant acknowledges and agrees that improper installation of any shutters may result in extensive damage to the structure of the Premises for which the installing Tenant will be fully liable for any damage caused to Tenant's personal property. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the Premises, Landlord will do so at least twelve (12) hours before a Major Storm is expected to arrive.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 10 of 17

The parties agree that installation of plywood ☐ is or ☐ is not permitted on the Premises (if no box is checked, Is Not). In the event Tenant is permitted to install plywood on the Premises, and elects to do so, Tenant will be responsible for repairing any holes and damage to the Premises caused by the installation of the plywood.

Tenant agrees that Landlord's provision and installation of storm shutters on the Premises shall not be construed as the Landlord's assumption of responsibility or protection of the Tenant's personal property, nor shall it be construed as the Landlord's warranty against any damages within the Premises. Tenant hereby agrees to waive any claims against Landlord for any damage or loss directly attributable to any Major Storm. Tenant understands that, in the event a state of emergency is established by the state of Florida, Landlord may have to prioritize any requests to install storm shutters, in order of severity. In this circumstance, Landlord will make every attempt to quickly respond to Tenant's requests; however, Tenant understands that a response may take longer than Landlord's normal response time.

Tenant is strongly encouraged to obtain renters' insurance and flood insurance policies that protect Tenant's personal property.

28.MISCELLANEOUS.

(a) Time is of the essence of the performance of each party's obligations under the Lease. Unless otherwise indicated, days shall refer to calendar days.

(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 full and exclusive understanding between the parties as to its subject matter and shall supersede any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any amendments to the Lease shall be effective and binding on the parties only if any such amendments are in writing and signed by the parties.

(d) If any term or provision of the Lease shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of the Lease, shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

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

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

(g) A facsimile, scanned copy, or electronically signed copies of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.

(h) The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

(i) Landlord and Tenant will use good faith in performing their obligations under the Lease.

(j) 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 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.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 11 of 17

29. REASONABLE ACCOMMODATION REQUEST. A Tenant with a disability may request that Landlord provide Tenant with a reasonable accommodation pursuant to the Fair Housing Act and other applicable law, if such accommodation may be necessary to afford the Tenant an equal opportunity to use and enjoy his/her dwelling. A Tenant with a disability may request such a reasonable accommodation, pursuant to the Fair Housing Act and other applicable law, orally or in writing through Landlord. While it is Landlord's preference for Tenant to make the request for a reasonable accommodation, in writing, to help prevent misunderstandings about Tenant's request, oral requests are also accepted by Landlord. Oral requests for reasonable accommodation may be directed to _____ (name) (if left blank, to Landlord). Written requests for reasonable accommodation may be directed to _____ (name) at _____ (address) or _____ (email address) (if left blank, written requests for accommodation may be made to Landlord at Landlord's Address as set forth herein). Tenant may also request a reasonable accommodation directly from the homeowners' association named in Section 17 if the accommodation involves a request that is under the dominion, ownership, and/or control of such association.

30. OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES. ☐ Check and complete Exhibit C, the "EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM," to indicate whether liquidated damages or an early termination fee is a remedy available to Landlord as provided Section in 83.595, Florida Statutes.

31. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BLANK SPACE (____) FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 12 of 17

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 13 of 17

Exhibit A

OPTIONAL INVENTORY ADDENDUM

[illegible]

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 14 of 17

Exhibit B
LEAD WARNING STATEMENT ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards			
Lead Warning Statement <i>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.</i>			
Lessor's Disclosure			
(a) Presence of lead-based paint and/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 <i>Protect Your Family from Lead in Your Home</i> .			
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 his/her responsibility to ensure compliance.			
Certification of Accuracy			
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.			
_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 15 of 17

Exhibit C

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

[] I agree, as provided in the Lease, to pay \$_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

[] I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

_____	_____
Landlord's Signature	Date

_____	_____
Landlord's Signature	Date

_____	_____
Landlord's Signature	Date

_____	_____
Tenant's Signature	Date

_____	_____
Tenant's Signature	Date

_____	_____
Tenant's Signature	Date

Copy of Current Version of Florida Residential Landlord and Tenant Act,

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 16 of 17

Part II, Chapter 83, Florida Statutes, to Be Attached

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 17 of 17

Residential Lease for Single Family Home or Duplex

(FOR A TERM NOT TO EXCEED ONE YEAR)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

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, FLORIDA STATUTES, PART II, RESIDENTIAL LANDLORD AND TENANT ACT. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

NO CHANGES (EXCEPT CHANGES MADE DIRECTLY BY LANDLORD AND/OR TENANT) OR ADDITIONS (EXCEPT SUPREME COURT-APPROVED EXHIBITS TO THIS LEASE OR ATTACHMENTS ADDED BY LANDLORD AND/OR TENANT) TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

Part II, Chapter 83, Florida Statutes, entitled Florida Residential Landlord and Tenant Act is referenced throughout as the "Act" and is attached hereto.

1. PARTIES. This is a lease (the "Lease") between _____ (name of owner of the property or landlord) and _____ (name(s) of person(s) to whom the property is leased). In this Lease, the owner, whether one or more, of the property is called "Landlord." Landlord represents that he/she/it has the right to enter into this Lease. Landlord may appoint and authorize a third-party to collect the rent payments and any other charges due under the Lease and to perform Landlord's obligations in this Lease. All persons to whom the property is leased are called "Tenant."

If and when included within the definition of "Tenant" as used in the Lease, there is more than one person or entity, each such person or entity, along with any co-signors, shall be jointly and severally liable for all the terms of the Lease and for all the obligations of "Tenant" under the Lease.

Landlord & Tenant contact information may be circulated to all parties after full execution of the Lease

Landlord's E-mail address: _____

Landlord's Telephone Number: _____

Landlord's Address _____

Tenant's E-mail address: _____

Tenant's Telephone Number: _____

The Premises (as defined below) shall be occupied only by the Tenant and the following persons:

_____.

Landlord (☐) (☐) and Tenant (☐) (☐) acknowledge receipt of a copy of this page which is Page 1 of 17

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at _____ (street address), _____ [city], Florida _____ [zip code], together with any furniture and appliances specifically referenced herein.

Check all that apply:

_____ range(s)/oven(s)
_____ refrigerator(s)
_____ dishwasher(s)
_____ garbage disposal(s)
_____ ceiling fan(s)
_____ intercom
_____ light fixtures(s)
_____ drapery rods and draperies
_____ blinds
_____ window treatments
_____ smoke detector(s)

☐ Please check here if there are any additional furniture and/or appliances included, then attach, as a separate writing, an inventory of any such additional items as set forth on Exhibit A, the "OPTIONAL INVENTORY ADDENDUM".

Items of furniture and/or appliances, which are **excluded** from the property leased [list all furniture and appliances, which are expressly excluded from the Lease]:

In this Lease, the property leased to Tenant, including furniture and appliances, if any, is called the "Premises."

3. TERM. This is a lease for a term beginning on _____ (month, day, year) and ending _____ (month, day, year) (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent for the Premises in the amount of \$ _____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant as provided in the options below:

☐ in advance 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) in the amount of \$ _____ per installment.

OR

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

OR

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

OR

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 2 of 17

☐ as stated: _____
_____.

Tenant shall also be obligated to remit to Landlord with each rent payment all taxes imposed on the rent that are required to be paid by Tenant by state or local taxing authorities, when applicable, in the amount of \$ _____ with each rent installment or _____ with the rent for the full Lease Term. The amount _____ for each rent installment or _____ for the rent for the full Lease Term, plus applicable taxes, shall be \$ _____. Landlord will notify Tenant if the amount of the tax changes.

If the lease term starts on a day other than the first (1st) 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 is paid monthly, prorate on a thirty (30) day month].

Tenant shall make rent payments and all other charges required to be paid under the Lease by valid personal check, money order, cashier's check, automated clearing house (ACH), credit card, or other _____ (specify, if applicable). If payment is accepted by any means other than cash, payment is not considered made until such payment is collected.

All rent payments shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth herein).

If Tenant makes a rent payment or any other payment required to be paid under the Lease with a bad check, a worthless check, a dishonored check, or a non-sufficient funds payment (collectively, "Bad Check"), Landlord may require Tenant to pay all future payments by money order, cashier's check, official bank check or other _____ (specify, if applicable), and to pay fees in the amount of \$ _____ (not to exceed \$25.00, or 4% of the payment, whichever is greater, as prescribed by Section 68.065, Florida Statutes). The service charge for a Bad Check is hereby defined and deemed as "rent" pursuant to Section 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

5. MONEY DUE IN CONNECTION WITH OCCUPANCY. In addition to the rent payments described above, Tenant shall pay the following (check and complete only those items that are applicable):

- _____ a security deposit of \$ _____, to be paid on or before _____.
- _____ an additional security deposit of \$ _____, to be paid on or before _____.
- _____ first ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.
- _____ last ☐ month's ☐ week's rent, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.
- _____ advance rent for ☐ month of _____, or ☐ week of _____, plus applicable taxes, in the sum of \$ _____, to be paid on or before _____.
- _____ prorated rent, plus applicable taxes, to be paid on or before _____.
- _____ a pet deposit in the amount of \$ _____, to be paid on or before _____.
- _____ a cleaning fee in the amount of \$ _____, to be paid on or before _____.

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 3 of 17

_____ a security deposit for the homeowner's association of \$_____, payable to the homeowners' association, to be paid by Tenant, unless noted otherwise in Section 17, on or before _____.

_____ a _____ fee for the homeowners' association of \$_____, payable to the homeowners' association, to be paid by Tenant, unless noted otherwise in Section 17, on or before _____.

_____ Other: _____, to be paid on or before _____.

_____ Other: _____, to be paid on or before _____.

Tenant shall not be entitled to move into the Premises or to receive keys to the Premises until all money due prior to occupancy has been paid. If no date is specified in this Section, then funds shall be due prior to Tenant occupancy.

Unless otherwise noted above, any funds due under this Section shall be payable to _____ (name) at _____ (address) (if left blank, payable to Landlord at Landlord's Address as set forth herein). Any funds designated in this Section, which are due after occupancy, shall be paid accordingly.

6. SECURITY DEPOSITS AND ADVANCE RENT. If Tenant has paid a security deposit or advance rent the following provisions apply:

(a) Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida ~~financial~~ institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least seventy-five percent (75%) of the annualized average interest paid by the bank or five percent (5%) per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or

Deleted: banking

(b) Landlord must post a surety bond in the manner allowed by law. If Landlord posts the surety bond, Landlord shall pay Tenant five percent (5%) interest per year.

At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term.

If Landlord rents five (5) or more dwelling units, then within thirty (30) days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant, in writing, of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

Resident acknowledges the following disclosures as required by Florida law:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 4 of 17

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEYS FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS

7. LATE FEES. (Complete if applicable) Tenant shall pay a late charge in the amount of \$_____ (if left blank, 4% of the rent payment) for each rent payment made more than _____ number of days after the date it is due [if left blank, five (5) days if rent is paid monthly, one (1) day if rent is paid weekly]. The late charges are hereby defined and deemed as "rent" pursuant to Section, 83.43(6), Florida Statutes, unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency, in which case late fees shall never be treated as rent and are due and payable separately.

8. PETS AND SMOKING. Tenant ☐ may or ☐ may not (if blank, may not) keep pets or animals on the Premises without Landlord's approval of the pet or animal in writing. If Tenant may keep pets or animals, the pets or animals described in this Section are permitted on the Premises:

(If applicable, specify number of pets, type(s), breed, maximum adult weight of pets.)

Smoking ☐ is or ☐ is not permitted in the Premises (if blank, is not).

Vaping or Electronic Cigarettes ☐ are or ☐ are not permitted in the Premises (if blank, are not).

Please see Section 29 for information on making a reasonable accommodation request.

9. NOTICES. All notices to Landlord must be sent to Landlord at Landlord's Address set forth above, unless Landlord gives Tenant written notice of a change or authorizes a third-party to receive notice as designated below. Landlord shall provide a copy of this signed Lease to Tenant upon Tenant's request. The parties may agree to communicate by any form of communication (including text or email) unless the Act dictates another form of delivery.

Authorized Third Party Name: _____

Authorized Third Party E-mail address: _____

Authorized Third Party Telephone Number: _____

Authorized Third Party Address _____

10. UTILITIES. Tenant shall pay for all utilities and utility services to the Premises during the Lease Term and all hook-up charges, connection charges, and deposits for activating existing utility connections to the Premises, except for _____, that Landlord agrees to provide at Landlord's expense (specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc. If blank, then "NONE"). Any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall be due as additional rent unless Tenant receives any form of local, state, or federal subsidy where Tenant's portion of the total rent due under the Lease is set by a government agency in which
Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page which is Page 5 of 17

case any additional sums or charges due from Tenant under the Lease for utilities or fees associated with utilities shall never be treated as rent and are due and payable separately.

11. MAINTENANCE. Landlord and Tenant agree that the maintenance of the Premises must be performed as provided below:

(a) 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 in this Section with "LL" for Landlord or "T" for Tenant, to show who will maintain the item noted). If a space is left blank, Landlord will be required to maintain that item:

_____	Roofs
_____	Doors
_____	Foundations
_____	Heating
_____	Electrical System
_____	Structural Components
_____	Smoke Detection Devices
_____	Exterior Walls
_____	Locks
_____	Running Water
_____	Garbage removal and outside garbage receptacles
_____	Extermination of wood-destroying organisms
_____	Extermination of rats, mice, roaches, ants and bedbugs
_____	Water Treatment
_____	Furniture
_____	Ceilings
_____	Windows
_____	Floors
_____	Hot Water
_____	Screens
_____	Plumbing
_____	Porches
_____	Air Conditioning/Cooling
_____	Steps
_____	Running Water
_____	Lawn/Shrubbery
_____	Filters (specify)
_____	Pool/Spa/Hot Tub (including filters, machinery, and equipment)
_____	Interior Walls
_____	Appliances (included in the lease per Section 2)
_____	Other: _____.

Tenant shall notify _____ (name) at _____ (address) (if left blank, Landlord at Landlord's Address) and _____ (telephone number) (if left blank, Landlord at Landlord's Telephone Number) of maintenance and repair requests.

Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major repairs or the replacement of equipment on items in need of major repair or replacement despite Tenant's proper maintenance. **Major repair is a repair that costs more than \$_____ (if left blank, \$0) to remedy.** Tenant shall not be required to pay for any portion of the costs associated with major repairs or the replacement of equipment.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 6 of 17

Tenant shall be required to vacate the Premises on seven (7) days' written notice, for a period not to exceed four (4) days, if necessary, for extermination services pursuant to this Section. When vacation of the Premises is required for extermination services, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this Section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

If the Premises are located in a homeowners' association, Landlord and Tenant acknowledge and agree that nothing in this Section makes Landlord responsible for the maintenance of any common areas owned by the homeowners' association and Landlord shall in no event be responsible for any such maintenance relating to the common areas of the homeowners' association.

(b) Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

(i) comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;

(ii) if the Premises are located in a homeowners' association, comply with all Governing Documents (as defined below), now existing or hereafter adopted by the association;

(iii) keep the Premises clean and sanitary;

(iv) remove all garbage from the Premises in a clean and sanitary manner;

(v) keep all plumbing fixtures in the Premises unit clean, sanitary, and in reasonable working condition;

(vi) use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators; and

(vii) be responsible for the full costs of the replacement/repair of any lost or broken keys, gate cards, fobs, garage door remotes, and any other access item issued to Tenant in connection with the Lease, including access to any common areas.

12. ASSIGNMENT/SUBLEASING. Tenant ☐ may or ☐ may not (if blank, may not) assign the Lease or sublease (lease to another) all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

13. KEYS AND LOCKS. Landlord shall furnish Tenant:

_____ (insert number) of sets of keys to the Premises
_____ (insert number) of mailbox keys
_____ (insert number) of garage door openers
_____ (insert number) of other (specify, if applicable): _____

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

_____ (insert number) of keys to _____
_____ (insert number) of remote controls to _____
_____ (insert number) of electronic cards to _____
_____ (insert number) other (specify, if applicable)
to _____

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 7 of 17

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

14. LEAD-BASED PAINT. ☐ Check and complete Exhibit B, the "LEAD WARNING STATEMENT ADDENDUM", if the Premises was built before January 1, 1978 (the term Lessor refers to Landlord and the term Lessee refers to Tenant when used in Exhibit B).

15. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or the United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

16. LANDLORD'S ACCESS TO THE PREMISES. Landlord may enter the Premises in the following circumstances:

- (a) At any time for the protection or preservation of the Premises.
- (b) After twelve (12)-hours-notice to Tenant, between the hours of 7:30 am and 8:00 pm, for the purpose of repairing the Premises.
- (c) To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (i) with Tenant's consent;
 - (ii) in case of emergency;
 - (iii) when Tenant unreasonably withholds consent; or
 - (iv) if Tenant is absent from the Premises for a period of at least one-half a rental installment period (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises).

17. HOMEOWNER'S ASSOCIATION/FEES. IF THERE IS A HOMEOWNER'S ASSOCIATION, LANDLORD HEREBY GIVES TENANT NOTICE THAT SUCH PREMISES ARE PART OF THE FOLLOWING HOMEOWNERS' ASSOCIATION(S): _____.
IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION THAT GOVERNS THE PREMISES, LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON TENANT RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY ☐ LANDLORD ☐ TENANT (IF BLANK, TENANT). IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF THE LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN SECTIONS 5 AND 6, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant (if blank, per association rules) shall pay the security deposit, required by the association, specified in Sections 5 and 6, if applicable. ☐ Landlord ☐ Tenant (if blank, per association rules) shall pay the fee, required by the association, as specified in Section 5, if applicable. Landlord grants to Tenant permission to use, during the Lease Term, along with others, the common areas of the building and the development of which the Premises are a part, subject to all terms of the governing documents for the condominium(s), the cooperative development, and/or the homeowners' association, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively "Governing Documents"), now existing or hereafter adopted amended, or repealed. Tenant, during the

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 8 of 17

Lease Term, may obtain a copy of the association's rules from: (i) the Landlord or (ii) the association, as an authorized representative of Landlord, by contacting the association and providing a copy of this Lease.

18. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant, and all other persons on the Premises, also shall obey and comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises, and, if applicable, all rules and regulations of homeowners' associations affecting the Premises. Tenant acknowledges and agrees that if the Premises are located in a homeowners' association(s), the Lease and Tenant's rights under the Lease, including as to the common areas, are subject to all terms of the Governing Documents for the homeowners' association(s). Tenant further acknowledges and agrees that Tenant will comply with any rules, restrictions and regulation, outlined in the Governing Documents.

Subject to the terms of the Lease, Tenant shall have exclusive use and right of possession to 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. Tenant ☐ may or ☐ may not (if blank, may not) hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the installation/removal. 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 damage on the Premises or, which would increase the cost of insuring the Premises, without Landlord's written consent. Tenant shall not create any environmental hazards on or about the Premises. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than _____ nights in any calendar month [if left blank, seven (7) days]. Landlord's written approval is required to allow anyone else to occupy the Premises.

19. RISK OF LOSS/INSURANCE. Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. If the Premises are located in a homeowners' association, Landlord shall not be liable for any loss, damage or injury sustained by Tenant, Tenant's family, agents, employees, guests, or visitors, within any common areas of the association. Notwithstanding the foregoing, nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct. Tenant is strongly encouraged to carry insurance covering Tenant's personal property and tenant liability insurance.

20. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in the Act, the provisions of which can be found in the attachment to this Lease.

21. 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, Landlord shall, at its cost and expense and with due diligence, cause such damage to be repaired as necessary to restore all damaged portions of the Premises to the condition existing prior to the casualty. If the damage is such that the Premises are completely uninhabitable or cannot be repaired and restored within thirty (30) days from the casualty, Tenant may terminate the Lease within thirty (30) days after the casualty by (1) vacating the Premises within such thirty (30) day period, and (2) delivering written notice to the Landlord of such termination and vacation, which notice shall be sent to Landlord pursuant to Section 9 within the thirty (30) day period after the date of damage or destruction. If Tenant vacates the Premises and delivers the notice within the thirty (30) day period after damage or destruction to the Premises, Tenant is not liable for rent that would have been due after the date of the casualty and Landlord shall immediately return the security deposit or advance rent paid by Tenant within thirty (30) days of the date Tenant vacates the Premises or delivers notice of termination, whichever comes first. If Tenant vacates the Premises, but fails to provide Landlord with written notice as set forth herein, Tenant shall be liable for payment of rent for the month immediately following the date of casualty. Additionally, Tenant may vacate the portion of the Premises

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 9 of 17

Deleted: During the Lease Term, Tenant will have permission to use, along with others, the common areas of the association and the development of which the Premises are a part, subject to all terms of the governing documents for the association(s) and the development of which the Premises are a part, including, without limitation, any declaration of covenants and restrictions applicable to the association(s), bylaws, and any other restrictions, rules, and regulations (collectively, "Governing Documents"), now existing or hereafter adopted amended, or repealed. If the Premises are part of a homeowners' association, in accordance with Section 720.303(5), Florida Statutes, Landlord grants Tenant with the authority, as an authorized representative of the Landlord under this Lease, to inspect and to copy the homeowners' association's bylaws and rules during the Lease Term. Tenant may do so by contacting the homeowners' association. Unless otherwise authorized by Landlord, Tenant shall not have any authority to inspect or copy any other official records or documents of the homeowners' association.

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.

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 Tenant's use and occupancy of the Premises is completely impaired and the Premises have been deemed uninhabitable in writing by a local government housing agency or building official, Landlord may terminate the Lease within thirty (30) days after the housing agency or building official declares the Premises uninhabitable and Tenant shall immediately vacate the Premises and Landlord shall immediately return the security deposit or advance rent paid by Tenant within fifteen (15) days of Tenant vacating the Premises. Tenant is not liable for rent that would have been due after the date of damage or destruction. In the absence of a declaration from a local governing body, building official, or court of competent jurisdiction, that the Premises are uninhabitable, Landlord shall have no right to terminate the Lease due to casualty or damage not caused by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent.

22. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease; need to determine whether there has been a default of the Lease; and/or need information on what remedies are available for such failure or default, refer to the Act, including Sections 83.55, 83.56, 83.58, 83.59, and 83.595, Florida Statutes, which contain information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

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 in no event may the total Lease Term exceed one year. A new lease is required for each year.

26. ATTORNEYS' 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.

27. HURRICANE AND WINDSTORMS. Tenant acknowledges that a windstorm, tropical storm, named storm, or hurricane ("Major Storm") may strike any area throughout Florida with little or no notice, and because of this, the Premises may suffer damage or loss. Tenant further acknowledges that the Premises is not a designated hurricane shelter and it is strictly the Tenant's choice to remain on the Premises during any Major Storm event. In the event of any hurricane/tropical storm watch, hurricane/tropical storm warning, or any watch or warning relating to a Major Storm event, Tenant agrees to promptly bring in all of Tenant's personal belongings from any balconies, patios, walkways, or common areas, which are not securely anchored. If Tenant fails to do so, Tenant agrees to assume all risk of damage to Tenant's personal belongings and to indemnify Landlord for any damage or injury to property or person caused by or resulting from Tenant's failure to remove or securely anchor such personal belongings from any balconies, patios, walkways, or common areas. Tenant understands that Landlord is under no obligation to protect Tenant's personal property that is located within or on the Premises; therefore, Tenant should take reasonable measures to protect himself or herself and to protect his or her personal property that is located within or on the Premises.

Landlord hereby affirms that the Premises ☐ does or ☐ does not come with shutters (if no box is checked, Does Not). If there are shutters on the Premises, either ☐ Tenant is authorized, but not obligated, to install such shutters in the event of a Major Storm or ☐ Landlord will install such shutters in the event of a Major Storm (if no box is checked, Landlord) Tenant acknowledges and agrees that improper installation of any shutters may result in extensive damage to the structure of the Premises for which the installing Tenant will be fully liable for any damage caused to Tenant's personal property. In the event that Landlord provides storm shutters to Tenant and agrees to install the storm shutters on the Premises, Landlord will do so at least twelve (12) hours before a Major Storm is expected to arrive.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 10 of 17

The parties agree that installation of plywood ☐ is or ☐ is not permitted on the Premises (if no box is checked, Is Not). In the event Tenant is permitted to install plywood on the Premises, and elects to do so, Tenant will be responsible for repairing any holes and damage to the Premises caused by the installation of the plywood.

Tenant agrees that Landlord's provision and installation of storm shutters on the Premises shall not be construed as the Landlord's assumption of responsibility or protection of the Tenant's personal property, nor shall it be construed as the Landlord's warranty against any damages within the Premises. Tenant hereby agrees to waive any claims against Landlord for any damage or loss directly attributable to any Major Storm. Tenant understands that, in the event a state of emergency is established by the state of Florida, Landlord may have to prioritize any requests to install storm shutters, in order of severity. In this circumstance, Landlord will make every attempt to quickly respond to Tenant's requests; however, Tenant understands that a response may take longer than Landlord's normal response time.

Tenant is strongly encouraged to obtain renters' insurance and flood insurance policies that protect Tenant's personal property.

28.MISCELLANEOUS.

(a) Time is of the essence of the performance of each party's obligations under the Lease. Unless otherwise indicated, days shall refer to calendar days.

(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 full and exclusive understanding between the parties as to its subject matter and shall supersede any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any amendments to the Lease shall be effective and binding on the parties only if any such amendments are in writing and signed by the parties.

(d) If any term or provision of the Lease shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of the Lease, shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

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

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

(g) A facsimile, scanned copy, or electronically signed copies of the Lease, and any signatures hereon, shall be considered, for all purposes, originals.

(h) The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises is located.

(i) Landlord and Tenant will use good faith in performing their obligations under the Lease.

(j) 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 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.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 11 of 17

29. REASONABLE ACCOMMODATION REQUEST. A Tenant with a disability may request that Landlord provide Tenant with a reasonable accommodation pursuant to the Fair Housing Act and other applicable law, if such accommodation may be necessary to afford the Tenant an equal opportunity to use and enjoy his/her dwelling. A Tenant with a disability may request such a reasonable accommodation, pursuant to the Fair Housing Act and other applicable law, orally or in writing though Landlord. While it is Landlord's preference for Tenant to make the request for a reasonable accommodation, in writing, to help prevent misunderstandings about Tenant's request, oral requests are also accepted by Landlord. Oral requests for reasonable accommodation may be directed to _____ (name) (if left blank, to Landlord). Written requests for reasonable accommodation may be directed to _____ (name) at _____ (address) or _____ (email address) (if left blank, written requests for accommodation may be made to Landlord at Landlord's Address as set forth herein). Tenant may also request a reasonable accommodation directly from the homeowners' association named in Section 17 if the accommodation involves a request that is under the dominion, ownership, and/or control of such association.

30. OPTIONAL EARLY TERMINATION FEE/LIQUIDATED DAMAGES. ☐ Check and complete Exhibit C, the "EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM," to indicate whether liquidated damages or an early termination fee is a remedy available to Landlord as provided Section in 83.595, Florida Statutes.

31. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BLANK SPACE (____) FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 12 of 17

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 13 of 17

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 14 of 17

Exhibit B
LEAD WARNING STATEMENT ADDENDUM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards			
Lead Warning Statement <i>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.</i>			
Lessor's Disclosure			
(a) Presence of lead-based paint and/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 <i>Protect Your Family from Lead in Your Home</i> .			
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 his/her responsibility to ensure compliance.			
Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.			
_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 15 of 17

Exhibit C

EARLY TERMINATION FEE/LIQUIDATED DAMAGES ADDENDUM

☐ I agree, as provided in the Lease, to pay \$ _____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession of the Premises.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord may seek damages as provided by law.

_____	_____
Landlord's Signature	Date

_____	_____
Landlord's Signature	Date

_____	_____
Landlord's Signature	Date

_____	_____
Tenant's Signature	Date

_____	_____
Tenant's Signature	Date

_____	_____
Tenant's Signature	Date

Copy of Current Version of Florida Residential Landlord and Tenant Act,

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 16 of 17

Part II, Chapter 83, Florida Statutes, to Be Attached

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 17 of 17

**Real Property, Probate and Trust Law Section
Executive Council Meeting
Hammock Beach Golf Resort**

Pursuant to Article VII, Section 4 of the Bylaws of the Section, Executive Council members may participate electronically and vote using polling feature on Zoom.

**April 24, 2021
10:00 am**

Agenda

- I. **Presiding** — *William T. Hennessey, III, Chair*
- II. **Secretary's Report** — *Jon Scuderi, Secretary*
 - 1. Motion to approve the minutes of the December 5, 2020 meeting of the Executive Council held at the Yacht and Beach Club Resort in Orlando **pp. 9 - 14**
 - 2. Meeting Attendance **pp. 15 - 30**
- IV. **Chair's Report** — *William T. Hennessey, III, Chair*
 - 1. Thank you to our Sponsors! **pp. 31 - 33**
 - 2. Introduction and comments from Sponsors.
 - 3. Milestones
 - 4. Interim Actions Taken by the Executive Committee.
 - a. The Executive Committee approved the final draft of the *Hayslip v. U.S. Home Corp.* Amicus brief, including the addition of a footnote that the certified question and the DCA opinion do not address equitable servitudes and the Section was limiting its legal analysis to controlling Florida law on real covenants versus personal covenants. (12/16/20) **pp. 34 - 38**
 - b. The Executive Committee approved a response to The Florida Bar's Professionalism & Ethics Committee concerning an inquiry involving the obligations of a court-appointed attorney that is unable to communicate with the client. The response included a proposed letter from the Section, the Section's Professionalism and Ethics

Committee report, and comments from the Section Guardianship Committee and the Elder Law Section. (1/6/21)

- c. The Executive Committee approved providing a scholarship to Michael Matthew Rubenstein to attend the Florida Bar Leadership Academy in the event Michael is accepted to the Academy. (1/13/21)
- d. The Executive Committee approved a one-time general donation of \$1,000.00 to sponsor the Professional Fiduciary Council of Florida's educational program. (2/11/21)
- e. The Executive Committee determined there was no conflict between the current Section position prohibiting a waiver of subrogation and the current language in SB630 and HB867 ("condo bill") and determined that our legislative consultants could indicate that the Section supports the condo bill.
- f. The Executive Committee approved a new Section position that would allow the Section to support the proposed amendment to HB 625, concerning personal representative and trustee attorney fees, by retaining the presumed reasonable sliding scale fee for attorneys representing personal representatives and trustees.

6. 2020-2021 Executive Council meetings. **p. 39**

7. General Comments of the Chair.

V. [Liaison with Board of Governors Report](#) — *Steven W. Davis*

VI. [Chair-Elect's Report](#) — *Robert S. Swaine, Chair-Elect*

1. 2021-2022 Executive Council meetings. **p. 40**

VII. [Treasurer's Report](#) — *Steven H. Mezer, Treasurer*

1. Statement of Current Financial Conditions. **p. 41**

VIII. [Director of At-Large Members Report](#) — *Lawrence Jay Miller, Director*

IX. [CLE Seminar Coordination Report](#) — *Wilhelmina F. Kightlinger (Real Property) and Sancha Brennan (Probate & Trust), Co-Chairs*

1. Upcoming CLE programs and opportunities **p. 42**

X. [Legislation Committee](#) – *Wm. Cary Wright and John C. Moran, Co-Chairs*

XI. General Standing Division Report — Robert S. Swaine, General Standing Division Director and Chair-Elect

Action Items:

1. Fellows – Christopher A. Sajdera, Chair

The RPPTL Fellows is a two-year program that encourages the involvement of attorneys from diverse backgrounds that are traditionally underrepresented in the law and the Section. One of the main benefits of the Fellows program is the dialogue and professional relationship development that occurs during the activities of the in-person meetings. Fellows are each allocated \$2,500 per year to defray the costs of attendance at the in-state meetings. The threat of COVID has obviously hampered the Fellows' in-person attendance and the Fellows Committee believes that the already allocated but unused portions of each Fellow's allotted stipend for the bar year of 2020-2021 should be allowed to "roll over" so the funds for the four second year Fellows would "roll over" to 2021-2022 and the funds for the four first year Fellows would "roll over" to 2022-2023. This allows the Fellows the ability to use these funds that have already been earmarked for that use and on the same reimbursement format currently in place.

Motion to approve the "roll over" of any unused funds from the Fellows allocations in the 2020-2021 Bar year to 2021-2022 for the current second year Fellows and to 2022-2023 for the current first year Fellows.

Information Items:

1. Liaison with Clerks of the Court – Laird A. Lile

Updates on matters of interest.

2. Membership and Inclusion - S. Dresden Brunner and Annabella Barboza, Co-Chairs

The Membership and Inclusion committee has drafted a proposed RPPTL Code of Conduct that would be applicable to all participants of any Section activity. The draft can be found at **pp. 43 - 45**.

3. Professionalism and Ethics – Andrew B. Sasso, Chair

Discussion of concept of Ethics Podcasts on "Overlooked and Misunderstood Ethical Issues". Presentation of Podcast #1 by Elizabeth Tarbert (Ethics Counsel of the Florida Bar) on difference between retainer, flat fee, and advanced fee for trust accounting purposes.

XII. Real Property Law Division Report — S. Katherine Frazier, Division Director

Action Item:

1. Real Estate Leasing Committee - Brenda B. Ezell, Chair

Motion to approve the proposed updates to the following Supreme Court of Florida approved forms: (A) Residential Lease for Apartment or Unit in Multi-Family Rental Housing (Other than a Duplex) including a Mobile Home, Condominium, or Cooperative; and (B) Residential Lease for Single Family Home or Duplex. **pp. 46 - 120**

Information Item:

2. Condominium and Planned Development Committee – William P. Sklar and Joseph E. Adams, Co-Chairs

Consideration of legislation amending Section 718.113 and Section 718.115 to clarify and enhance the ability of condominium associations and condominium unit owners to use hurricane shutters and other types of hurricane protection to protect condominium property, association property and the person property of unit owners, and to reduce insurance costs for condominium association and unit owners. **pp. 121 - 135**

XIII. Probate and Trust Law Division Report — Sarah Butters, Division Director

1. General Comments and Recognition of Division Sponsors

XIV. Probate and Trust Law Division Committee Reports — Sarah Butters, Division Director

1. **Ad Hoc ART Committee** — Alyse Reiser Comiter, Chair; Jack A. Falk and Sean M. Lebowitz, Co- Vice Chairs
2. **Ad Hoc Committee on Electronic Wills** — Angela McClendon Adams, Chair; Frederick “Ricky” Hearn and Jenna G. Rubin, Co-Vice Chairs
3. **Ad Hoc Florida Business Corporation Act Task Force** — Travis Hayes and Brian C. Sparks, Co-Chairs
4. **Ad Hoc Guardianship Law Revision Committee** — Nicklaus J. Curley, Stacey B. Rubel and David C. Brennan, Co-Chairs; Sancha Brennan, Vice Chair
5. **Ad Hoc Study Committee on Estate Planning Conflict of Interest** — William T. Hennessey, III, Chair; Paul Edward Roman, Vice-Chair
6. **Ad Hoc Study Committee on Due Process, Jurisdiction & Service of Process** — Barry F. Spivey, Chair; Sean W. Kelley and Christopher Q. Wintter, Co-Vice Chairs
7. **Ad Hoc Study Committee on Professional Fiduciary Licensing** — Angela McClendon Adams, Chair; Yoshimi Smith, Vice Chair
8. **Asset Protection** — Brian M. Malec, Chair; Richard R. Gans and Michael A. Sneeringer, Co-Vice-Chairs

9. **Attorney/Trust Officer Liaison Conference** — Tattiana Patricia Brenes-Stahl and Cady L. Huss, Co-Chairs; Tae Kelley Bronner, Stacey L. Cole (Corporate Fiduciary), Patrick C. Emans, Gail G. Fagan, Mitchell A. Hipsman and Eammon W. Gunther, Co-Vice Chairs
10. **Charitable Planning and Exempt Organizations Committee** — Seth Kaplan, Chair and Jason E. Havens and Denise S. Cazobon, Co-Vice-Chairs
11. **Elective Share Review Committee** — Lauren Y. Detzel, Chair; Cristina Papanikos and Jenna G. Rubin, Co-Vice-Chairs
12. **Estate and Trust Tax Planning** — Robert L. Lancaster, Chair; Richard N. Sherrill and Yoshimi O. Smith, Co-Vice Chairs
13. **Guardianship, Power of Attorney and Advanced Directives** — Nicklaus Joseph Curley, Chair; Brandon D. Bellew, Elizabeth M. Hughes, and Stacy B. Rubel, Co-Vice Chairs
14. **IRA, Insurance and Employee Benefits** — L. Howard Payne and Alfred J. Stashis, Co-Chairs; Charles W. Callahan, III and Rachel B. Oliver, Co-Vice-Chairs
15. **Liaisons with ACTEC** — Elaine M. Bucher, Tami F. Conetta, Thomas M. Karr, Shane Kelley, Charles I. Nash, Bruce M. Stone, and Diana S.C. Zeydel
16. **Liaisons with Elder Law Section** — Travis Finchum and Marjorie E. Wolasky
17. **Liaisons with Tax Section** — Lauren Y. Detzel, William R. Lane, Jr., and Brian C. Sparks
18. **Principal and Income** — Edward F. Koren and Pamela O. Price, Co-Chairs, Joloyon D. Acosta and Keith B. Braun, Co-Vice Chairs
19. **Probate and Trust Litigation** — J. Richard Caskey, Chair; Angela M. Adams, James R. George and R. Lee McElroy, IV, Co-Vice Chairs
20. **Probate Law and Procedure** — M. Travis Hayes, Chair; Benjamin F. Diamond, Robert Lee McElroy IV, Christina Papanikos and Theodore S. Kypreos, Co-Vice Chairs
21. **Trust Law** — Matthew H. Triggs, Chair; Jennifer J. Robinson, David J. Akins, Jenna G. Rubin, and Mary E. Karr, Co-Vice Chairs
22. **Wills, Trusts and Estates Certification Review Course** — Jeffrey S. Goethe, Chair; J. Allison Archbold, Rachel A. Lunsford, and Jerome L. Wolf, Co-Vice Chairs

XV. Real Property Law Division Committee Reports — *S. Katherine Frazier, Division Director*

1. **Attorney Banker Conference** – E. Ashley McRae, Chair; Kristopher E. Fernandez, Salome J. Zikakis, and R. James Robbins, Jr., Co-Vice Chairs
2. **Commercial Real Estate** – Jennifer J. Bloodworth, Chair; Eleanor W. Taft, E. Ashley McRae, and Martin A. Schwartz, Co-Vice Chairs
3. **Condominium and Planned Development** – William P. Sklar and Joseph E. Adams, Co-Chairs; Shawn G. Brown and Sandra E. Krumbein, Co-Vice Chairs

4. **Condominium and Planned Development Law Certification Review Course** – Jane L. Cornett, Chair; Christene M. Ertl, Vice Chair
5. **Construction Law** – Reese J. Henderson, Jr., Chair; Sanjay Kurian and Bruce B. Partington, Co-Vice Chairs
6. **Construction Law Certification Review Course** – Melinda S. Gentile and Elizabeth B. Ferguson Co-Chairs; Gregg E. Hutt and Scott P. Pence, Co-Vice Chairs
7. **Construction Law Institute** – Jason J. Quintero, Chair; Deborah B. Mastin and Brad R. Weiss, Co-Vice Chairs
8. **Development & Land Use Planning** – Julia L. Jennison and Colleen C. Sachs, Co-Chairs; Jin Liu and Lisa B. Van Dien, Co-Vice Chairs
9. **Insurance & Surety** – Michael G. Meyer, Chair; Katherine L. Heckert and Mariela M. Malfeld, Co-Vice Chairs
10. **Liaisons with FLTA** – Alan K. McCall and Melissa Jay Murphy, Co-Chairs; Alan B. Fields and James C. Russick, Co-Vice Chairs
11. **Real Estate Certification Review Course** – Manuel Farach, Chair; Lynwood F. Arnold, Jr., Martin S. Awerbach, Lloyd Granet, Brian W. Hoffman and Laura M. Licastro, Co-Vice Chairs
12. **Real Estate Leasing** – Brenda B. Ezell, Chair; Kristen K. Jaiven and Christopher A. Sajdera, Co-Vice Chairs
13. **Real Property Finance & Lending** – Richard S. McIver, Chair; Deborah B. Boyd and Jason M. Ellison, Co-Vice Chairs
14. **Real Property Litigation** – Michael V. Hargett, Chair; Amber E. Ashton, Manuel Farach and Christopher W. Smart, Co-Vice Chairs
15. **Real Property Problems Study** – Lee A. Weintraub, Chair; Anne Q. Pollack Susan K. Spurgeon and Adele I. Stone, Co-Vice Chairs
16. **Residential Real Estate and Industry Liaison** – Nicole M. Villarroel, Chair; Louis E. “Trey” Goldman, and James A. Marx, Co-Vice Chairs
17. **Title Insurance and Title Insurance Liaison** – Brian W. Hoffman, Chair; Mark A. Brown, Jeremy T. Cranford, Leonard F. Prescott, IV and Cynthia A. Riddell, Co-Vice Chairs
18. **Title Issues and Standards** – Rebecca L.A. Wood, Chair; Robert M. Graham, Brian W. Hoffman and Karla J. Staker, Co-Vice Chairs

XVI. General Standing Division Committee Reports — *Robert S. Swaine, General Standing Division Director and Chair-Elect*

1. **Ad Hoc Florida Bar Leadership Academy** — Kristopher E. Fernandez and J. Allison Archbold, Co-Chairs; Bridget Friedman, Vice Chair
2. **Ad Hoc Remote Notarization** – E. Burt Bruton, Jr., Chair
3. **Amicus Coordination** — Kenneth B. Bell, Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs
4. **Budget** — Steven H. Mezer, Chair; Tae Kelley Bronner. Linda S. Griffin, and Pamela O. Price, Co-Vice Chairs
5. **CLE Seminar Coordination** — Wilhelmina F. Kightlinger and Sancha Brennan, Co-Chairs; Alexander H. Hamrick, Hardy L. Roberts, III, Paul E. Roman (Ethics), Silvia B. Rojas, and Stacy O. Kalmanson, Co-Vice Chairs

6. **Convention Coordination** — Laura K. Sundberg, Chair; S. Dresden Brunner, Marsha G. Madorsky, and Alexander H. Hamrick, Co-Vice Chairs
7. **Disaster and Emergency Preparedness and Response** — Brian C. Sparks, Chair; Jerry E. Aron, Benjamin Frank Diamond and Colleen Coffield Sachs, Co-Vice Chairs
8. **Fellows** — Christopher A. Sajdera, Chair; J. Christopher Barr, Joshua Rosenberg and Angela K. Santos, Co-Vice Chairs
9. **Florida Electronic Filing & Service** — Rohan Kelley, Chair
10. **Homestead Issues Study** — Jeffrey S. Goethe, Chair; Amy B. Beller, Michael J. Gelfand, Melissa Murphy and Charles Nash, Co-Vice Chairs
11. **Information Technology & Communication** — Neil Barry Shoter, Chair; Erin H. Christy, Alexander B. Dobrev, Jesse B. Friedman, Hardy L. Roberts, III, and Michael A. Sneeringer, Co-Vice Chairs
12. **Law School Mentoring & Programing** — Johnathan Butler, Chair; Phillip A. Baumann, Guy Storms Emerich, Kymberlee Curry Smith and Kristine L. Tucker, Co-Vice Chairs
13. **Legislation** — John C. Moran (Probate & Trust) and Wm. Cary Wright (Real Property), Co-Chairs; Theodore S. Kypreos and Robert Lee McElroy, IV (Probate & Trust), Manuel Farach and Arthur J. Menor (Real Property), Co-Vice Chairs
14. **Legislative Update (2020-2021)** — Brenda Ezell, Chair; Theodore Stanley Kypreos, Gutman Skrande, Jennifer S. Tobin, Kit van Pelt and Salome J. Zikakis, Co-Vice Chairs
15. **Legislative Update (2021-2022)** — Brenda Ezell, Chair; Theodore Stanley Kypreos, Gutman Skrande, Jennifer S. Tobin, Kit van Pelt and Salome J. Zikakis, Co-Vice Chairs
16. **Liaison with:**
 - a. **American Bar Association (ABA)** — Robert S. Freedman, Edward F. Koren, George J. Meyer and Julius J. Zschau
 - b. **Clerks of Circuit Court** — Laird A. Lile
 - c. **FLEA / FLSSI** — David C. Brennan and Roland D. “Chip” Waller
 - d. **Florida Bankers Association** — Mark T. Middlebrook and Robert Stern
 - e. **Judiciary** — Judge Mary Hatcher, Judge Hugh D. Hayes, Judge Margaret Hudson, Judge Celeste Hardee Muir, Judge Bryan Rendzio, Judge Mark A. Speiser, Judge Jessica Jacqueline Ticktin; and Judge Michael Rudisill
 - f. **Out of State Members** — Nicole Kibert Basler, John E. Fitzgerald, Jr., and Michael P. Stafford
 - g. **TFB Board of Governors** — Steven W. Davis
 - h. **TFB Business Law Section** — Gwynne A. Young and Manuel Farach
 - i. **TFB CLE Committee** — Wilhelmina F. Kightlinger
 - j. **TFB Council of Sections** — William T. Hennessey, III and Robert S. Swaine
 - k. **TFB Diversity & Inclusion** — Erin H. Christy
 - l. **TFB Pro Bono Legal Services** — Lorna E. Brown-Burton

17. **Long-Range Planning** — Robert S. Swaine, Chair
18. **Meetings Planning** — George J. Meyer, Chair
19. **Membership and Inclusion** — Annabella Barboza and S. Dresden Brunner, Co-Chairs; Erin H. Christy, Vinette D. Godelia, Jennifer L. Grosso and Roger A. Larson, Co-Vice Chairs
20. **Model and Uniform Acts** — Patrick J. Duffey and Richard W. Taylor, Co-Chairs; Adele I. Stone and Benjamin Diamond, Co-Vice Chair
21. **Professionalism and Ethics** — Andrew B. Sasso, Chair; Elizabeth A. Bowers, Alexander B. Dobrev, and Laura Sundberg, Co-Vice Chairs
22. **Publications (ActionLine)** — Jeffrey Alan Baskies and Michael A. Bedke, Co-Chairs (Editors in Chief); Richard D. Eckhard, Jason M. Ellison, George D. Karibjanian, Keith S. Kromash, Daniel L. McDermott, Jeanette Moffa, Paul E. Roman, Daniel Siegel, Lee Weintraub, Co-Vice Chairs
23. **Publications (Florida Bar Journal)** — Jeffrey S. Goethe (Probate & Trust) and Douglas G. Christy (Real Property), Co-Chairs; J. Allison Archbold (Editorial Board – Probate & Trust), Homer Duvall, III (Editorial Board — Real Property), Marty J. Solomon (Editorial Board — Real Property), and Brian Sparks (Editorial Board – Probate & Trust), Co-Vice Chairs
24. **Sponsor Coordination** — J. Eric Virgil, Chair; Patrick C. Emans, Marsha G. Madorsky, Jason J. Quintero, J. Michael Swaine, and Arlene C. Udick, Co-Vice Chairs
25. **Strategic Planning** — William T. Hennessey, III and Robert Swaine, Co-Chairs
26. **Strategic Planning Implementation** - Michael J. Gelfand, Chair; Michael A. Dribin, Deborah Packer Goodall, Andrew M. O'Malley and Margaret A. "Peggy" Rolando, Co-Vice Chairs

XVII. Adjourn: Motion to Adjourn.

Real Property, Probate and Trust Law Section
Executive Council Meeting
Hammock Beach Golf Resort and Spa
Minutes
April 24, 2021
10:00 am

Agenda

I. Presiding — *William T. Hennessey, III, Chair*

The Chair convened the meeting at 10:02 a.m.

II. Secretary's Report — *Jon Scuderi, Secretary*

Motion was made to approve the minutes of the December 5, 2020 meeting of the Executive Council held at the Yacht and Beach Club Resort in Orlando. The motion passed.

III. Chair's Report — *William T. Hennessey, III, Chair*

1. The Chair recognized and thanked our sponsors.
2. The Chair walked the attendees through the meeting app, including the tools available to sponsors.
3. The Chair introduced Stewart Title. Lindsey spoke on behalf of Stewart Title.
4. Recognition of Guests: The Chair introduced guests Scott Westheimer and Lorna Brown Burton who both spoke. They are running for President-Elect of the Florida Bar.
5. The Chair announced the Executive Council milestones.
6. The Chair reported on the interim actions taken by the Executive Committee.
 - a. The Executive Committee approved the final draft of the *Hayslip v. U.S. Home Corp.* Amicus brief, including the addition of a footnote that the certified question and the DCA opinion do not address equitable servitudes and the Section was limiting its legal analysis to controlling Florida law on real covenants versus personal covenants.

- b. The Executive Committee approved a response to The Florida Bar's Professionalism & Ethics Committee concerning an inquiry involving the obligations of a court-appointed attorney that is unable to communicate with the client. The response included a proposed letter from the Section, the Section's Professionalism and Ethics Committee report, and comments from the Section Guardianship Committee and the Elder Law Section.
 - c. The Executive Committee approved providing a scholarship to Michael Matthew Rubenstein to attend the Florida Bar Leadership Academy in the event Michael is accepted to the Academy.
 - d. The Executive Committee approved a one-time general donation of \$1,000.00 to sponsor the Professional Fiduciary Council of Florida's educational program.
 - e. The Executive Committee determined there was no conflict between the current Section position prohibiting a waiver of subrogation and the current language in SB630 and HB867 ("condo bill") and determined that our legislative consultants could indicate that the Section supports the condo bill.
 - f. The Executive Committee approved a new Section position that would allow the Section to support the proposed amendment to HB 625, concerning personal representative and trustee attorney fees, by retaining the presumed reasonable sliding scale fee for attorneys representing personal representatives and trustees.
- 6. 2020-2021 Executive Council meetings – The Chair discussed the upcoming Marco Island hybrid meeting.
 - 7. General Comments of the Chair – The Chair thanked everyone for their patience and hard work.

IV. Liaison with Board of Governors Report — *Steven W. Davis*

Steve Davis gave his report. The BOG is hard at work adjusting to COVID. He discussed the annual convention (hybrid) in June. Important items concern the delivery of legal services, including ownership of law firms and streamlining the advertising rules. The SC amended the rules and will not allow CLE credit for programs that require quotas.

V. Chair-Elect's Report — *Robert S. Swaine, Chair-Elect*

2021-2022 Executive Council meetings – The Chair-Elect discussed the meetings for the next year and thanked Mary Ann for her help.

VI. Treasurer's Report — *Steven H. Mezer, Treasurer*

Statement of Current Financial Condition – The Section is tracking to budget. Timing (later meeting – delayed expenses) and CLE success have impacted bottom line.

VII. Director of At-Large Members Report — *Lawrence Jay Miller, Director*

Larry Miller updated the EC on the new lead ALMs for some of the circuits. He recognized and thanked those new lead ALMs. The ALMs have been working with the voluntary bar associations and participating in our own Section projects (FACE and No Place Like Home). The Chair recognized Larry for his hard work.

VIII. CLE Seminar Coordination Report — *Wilhelmina F. Kightlinger (Real Property) and Sancha Brennan (Probate & Trust), Co-Chairs*

Sancha Brennan thanked those who have supported CLE and discussed what the committee will be trying to improve going forward. Sancha referenced the list of upcoming CLE programs located in the Agenda, including the upcoming CLI program. The Chair recognized the exceptional work of the Co-Chairs.

The Chair recognized Melissa Murphy of The Fund, a long-time sponsor. Melissa discussed their relationship with the Section and discussed their upcoming program, Fund Assembly Online. A short video was played.

IX. Legislation Committee – *Wm. Cary Wright and John C. Moran, Co-Chairs*

John Moran and Cary Wright gave the committee's report and discussed the status of bills. They thanked those who have helped the legislation committee.

The Chair recognized sponsor Management Planning, Inc.

X. General Standing Division Report — *Robert S. Swaine, General Standing Division Director and Chair-Elect*

Action Items:

1. Fellows – *Christopher A. Sajdera, Chair*

The RPPTL Fellows is a two-year program that encourages the involvement of attorneys from diverse backgrounds that are traditionally underrepresented in the law and the Section. One of the main benefits of the Fellows program is the dialogue and professional relationship development that occurs during the activities of the in-person meetings. Fellows are each allocated \$2,500 per year to defray the costs of attendance at the in-state meetings. The threat of COVID has obviously hampered the Fellows' in-person attendance and the Fellows Committee believes that the already allocated but unused portions of each Fellow's allotted stipend for the bar year of 2020-2021 should be allowed to "roll over" so the funds for the four second year Fellows would "roll over" to 2021-2022 and the funds for the four first year Fellows would "roll over" to 2022-2023.

This allows the Fellows the ability to use these funds that have already been earmarked for that use and on the same reimbursement format currently in place.

The committee made a motion to approve the “roll over” of any unused funds from the Fellows allocations in the 2020-2021 Bar year to 2021-2022 for the current second year Fellows and to 2022-2023 for the current first year Fellows.

The motion passed.

The Chair introduced the in-person Fellows and Chris recognized the virtual Fellows. The Fellows in attendance introduced and talked about themselves, including their involvement with the Section.

Information Items:

1. Liaison with Clerks of the Court – *Laird A. Lile*

Laird Lile provided an updates on matters of interest, including ALMs’ work on homestead proceedings, probate checklists, changes to the affidavits.

Laird also discussed the interface (Florida Virtual Courtroom) to allow one to log into any court in Florida and observe the proceedings. The Judicial Management Council is sending a survey. Laird encouraged people to respond. Laird also discussed the SC’s CLE changes, which should not affect the Section.

2. Membership and Inclusion - *S. Dresden Brunner and Annabella Barboza, Co-Chairs*

Dresden Brunner gave the committee’s report. The Membership and Inclusion committee has drafted a proposed RPPTL Code of Conduct that would be applicable to all participants of any Section activity. Dresden discussed the proposed code and how missteps would be handled. The Chair, Chair-Elect, and others made comments/asked questions. Members were requested to provide comments to Dresden for further discussion.

3. Professionalism and Ethics – *Andrew B. Sasso, Chair*

Andrew Sasso recognized the good work items the Section has done on remote work and representing a ward. Andrew discussed the concept of Ethics Podcasts on “Overlooked and Misunderstood Ethical Issues”. Yoshimi Smith introduced and played the first podcast by Elizabeth Tarbert (Ethics Counsel of the Florida Bar) on differences between retainer, flat fee, and advanced fees for trust accounting purposes.

The Chair recognized general sponsor JP Morgan. Carlos Batlle spoke and thanked the Section.

XI. Real Property Law Division Report — *S. Katherine Frazier, Division Director*

Katherine Frazier recognized the RP division's sponsors.

Action Item:

1. Real Estate Leasing Committee - *Brenda B. Ezell, Chair*

Michelle Hinden and Kristin Javien presented the committee's action item. The committee moved to approve the proposed updates to the following Supreme Court of Florida approved forms: (A) Residential Lease for Apartment or Unit in Multi-Family Rental Housing (Other than a Duplex) including a Mobile Home, Condominium, or Cooperative; and (B) Residential Lease for Single Family Home or Duplex.

The motion passed.

Information Item:

2. Condominium and Planned Development Committee – *William P. Sklar and Joseph E. Adams, Co-Chairs*

Joe Adams discussed the committee's information item that concerns the consideration of legislation amending Section 718.113 and Section 718.115 to clarify and enhance the ability of condominium associations and condominium unit owners to use hurricane shutters and other types of hurricane protection to protect condominium property, association property and the person property of unit owners, and to reduce insurance costs for condominium association and unit owners.

The Chair recognized Jim Russick of Old Republic Title.

XII. Probate and Trust Law Division Report — *Sarah Butters, Division Director*

Sarah Butters gave general comments and recognized the division sponsors.

The Chair called the Liaison with Florida Bar Pro Bono Legal Services, Lorna E. Brown-Burton, who provided on update on the FL Bar Pro Bono Legal Service's work.

The Chair recognized Mary Ann for her service, thanked her and wished her a Happy Birthday.

XIII. Adjourn: The Chair adjourned the meeting at 12:18 p.m.

Submitted by

Jon Scuderi, Secretary
ACTIVE:13315648.1



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

651 East Jefferson Street • Tallahassee, FL 32399-2300 • FAX: (850) 561-9405

General Information

Submitted by: (name of Section Committee) **Condominium & Planned Development Committee**

Contact: (Name of Committee Chair(s), address and phone number) **Allison L. Hertz, 625 North Flagler Drive, 7th Floor, West Palm Beach, FL 33401; 561-820-2883**
Alex Dobrev, 215 North Eola Drive, Orlando, FL 32801; 407-418-6445

(Name of Sub-committee Chair, if any, address and phone number, if any) _____

Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

Adopt the following position as official Real Property, Probate and Trust Law Section Legislative Positions

Supports legislation to correct substantive statutory errors and failures, including amendments revising s. 718.111(12)(c), s. 718.111(12)(c)2, s. 718.112(2)(f), s. 718.113(5)(d), s. 720.303(5)(d), and s. 720.303(5)(e)-(f)

2. Political Proposal

3. Reasons For Proposed Advocacy

a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?
(select one) X Yes No

- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
- It is beyond the scope of the Section/Bar's permissible legislative or political activity, **or** within the Section/Bar's permissible scope of legislative or political activity **and** consistent with an official Section/Bar position on that issue; **and**
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

- b. Additional Information: The proposal addresses recent statutory amendments that created i) direct conflicts within the law regarding the allocation of hurricane protection removal and reinstallation expenses, ii) significant industry confusion for condominium associations trying to comply with structural integrity reserve mandates in the aftermath of the Surfside tragedy, and iii) criminal penalties for administrative acts for which there is no comparable criminal penalty in Florida. The proposal resolves a latent conflict in the law regarding the allocation of costs of hurricane protection removal and reinstallation in connection with necessary association maintenance functions, resolves open ambiguities on pooled structural integrity reserves, deletes the unprecedented criminal penalty for the simple act of failing to provide corporate records with no criminal intent, and establishes a mens rea or willful intent to cause harm standard for the criminal penalty of destroying official records.

These select statutory provisions must be addressed in the 2025 legislative session. Without prompt resolution, condominium associations will struggle to implement critical life safety legislation regarding reserves and repair projects necessitating the removal and reinstallation of hurricane protection. The citizens of Florida living in condominiums will also face excessive costs that will impact their ability to live in their home. Community association directors will face criminal penalties for the destruction of official records without an intent the records are willfully destroyed with an intent to cause harm, and community association directors will be subject to a second degree misdemeanor for failing to provide access to official records, which represents an expansion of criminal law that exists nowhere else for violations of similar statutes or acts, such as Florida's Sunshine Law and the Freedom of Information Act, and potentially violates Florida's constitutional guarantee of due process.

Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List all Bar committees, divisions, sections and voluntary bar groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

Community Associations Institute
Florida Homebuilders Association
Florida Bankers Association

Contacts

Legislation Committee Appearance *(list name, address and phone #)*

Sancha K. Brennan, Legislation Committee Co-Chair, PO Box 2706, Orlando, FL 32802,
Telephone: 407-893-7888

Lee Weintraub, Legislation Committee Co-Chair, 1 E. Broward Blvd, Suite 1800, Ft.
Lauderdale, FL 33301, Telephone 954-987-7550

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

Pete Dunbar c/o Jones Walker, 106 East College Avenue, Ste. 1200, Tallahassee, FL
32301, Telephone 850-214-5100

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

Pete Dunbar 850-999-4100

Lee Weintraub 954-987-7550

Allison Hertz 561-820-2883

Alex Dobrev 407-418-6445

**REAL PROPERTY, PROBATE & TRUST LAW SECTION
OF THE FLORIDA BAR
WHITE PAPER**

**PROPOSAL TO CORRECT SUBSTANTIVE STATUTORY
ERRORS AND FAILURES – REVISING SECTIONS
718.111, 718.112, 718.113 AND 720.303**

I. SUMMARY

The proposal seeks to address recent statutory amendments that created i) direct conflicts within the law regarding the allocation of hurricane protection removal and reinstallation expenses, ii) significant industry confusion for condominium associations trying to comply with structural integrity reserve mandates in the aftermath of the Surfside tragedy, and iii) criminal penalties for administrative acts for which there is no comparable criminal penalty in Florida.

The proposal resolves a latent conflict in the law regarding the allocation of costs of hurricane protection removal and reinstallation in connection with necessary association maintenance functions, resolves open ambiguities on pooled structural integrity reserves, deletes the unprecedented criminal penalty for the simple act of failing to provide corporate records with no criminal intent, and establishes a mens rea or willful intent to cause harm standard for the criminal penalty of destroying official records.

These changes are necessary to ensure that:

- i) condominium associations can require hurricane protection measures and repair and replace the common elements with certainty and without having to litigate who is responsible for costs,
- ii) condominium associations can fully address the structural integrity reserve requirements for the Surfside legislation,
- iii) individuals are not dissuaded from serving on boards of directors due to the onerous and conflicting provisions, and
- iv) volunteer directors of community associations are not subject to criminal penalties that exist nowhere else in the law.

The legislation does not have a fiscal impact on state funds.

II. CURRENT SITUATION

The Florida Legislature made numerous, substantial changes to condominium and homeowners associations in the 2024 legislative session. These changes were focused on enhancing the rights and protections of individual unit owners, limiting rogue board behavior, and providing community associations with additional statutory powers to address critical life safety issues. Many of the changes were beneficial to community associations and their individual members. While some technical revisions are needed to address “glitch” issues, there are certain changes that require an immediate fix due to the exigent issues created by these few specific statutory changes.

These select statutory provisions must be addressed in the 2025 legislative session. Without prompt resolution, condominium associations will struggle to implement critical life safety legislation regarding reserves and repair projects necessitating the removal and reinstallation of hurricane protection. The citizens of Florida living in condominiums will also face excessive costs that will impact their ability to live in their home. Community association directors will face criminal penalties for the destruction of official records without an intent the records are willfully destroyed with an intent to cause harm, and community association directors will be subject to a second degree misdemeanor for failing to provide access to official records, which represents an expansion of criminal law that exists nowhere else for violations of similar statutes or acts, such as Florida's Sunshine Law and the Freedom of Information Act, and potentially violates Florida's constitutional guarantee of due process.

III. EFFECT OF PROPOSED CHANGE

The recently enacted provisions requiring prompt revision are s. 718.111(12)(c), s. 718.112(2)(f), s. 718.113(5)(d) & (e), and s. 720.303(5)(d)-(f). The proposed changes address the major shortfalls in these statutes and the unprecedented expansion of criminal penalties for an administrative records access dispute. They also eliminate the disincentivization for individuals to serve on boards of directors for fear of being subject to criminal penalties for inadvertent errors or internal corporate governance issues. Finally, the changes remove the ambiguities and direct conflicts created by the recent statutory changes to allow for condominium associations to meet their life safety obligations for the Surfside legislation and implement necessary hurricane protection and repair projects.

The proposal substitutes the second-degree misdemeanor penalty in s. 718.111(12)(c) and s. 720.303(5)(d) for a board member of a condominium or homeowners' association who fails to provide access to official records as required by the respective statute for a workable monetary penalty (fine). While access to official records is important for corporate governance, the creation of a criminal penalty represents an unprecedented expansion of criminal law into administrative matters. The Condominium Act and Homeowners' Association Act official records statutes are modeled on Florida's Sunshine Act, and to a lesser extent, the Freedom of Information Act. Neither of these Acts include criminal penalties for failing to provide access. Instead, each Act creates a framework where failure to provide access to official records is subject to monetary penalties (fines) and attorneys' fees. The deletion of this criminal penalty keeps s. 718.112(12) and s. 720.303(5) in line with the other Acts they are modeled after. It also ensures fundamental due process rights are protected and followed.

Thus, Sections 718.111(12)(c)2 and 720.303(5)(e)-(f) is proposed to define conduct to be deemed criminal if done willfully and with the intent to cause harm to the association or its members. This establishes a traditional due process *mens rea* requirement and avoids directors being subject to criminal penalties where there is no intent to cause harm to the association or any specific member of the association. Once again, it also ensures fundamental due process rights are protected.

The proposed amendment to Section 718.112(2)(f) provides a specific grant of statutory authority to condominium associations allowing the "pooled" method for the funding of structural integrity reserves, which facilitates associations' ability to meet

reserve requirements and eases the immediate financial burden on owners. The lack of an express statutory authorization for pooling of structural integrity reserves has resulted in significant industry uncertainty. This is a serious problem because associations subject to the requirement must obtain a structural integrity reserve study by the end of 2024, funding becomes mandatory in 2026, and many associations are already funding structural integrity reserves. Associations need to be certain they are properly planning and properly funding these reserves. The proposed changes eliminate ambiguity concerning the ability to pool the structural integrity reserves. Confirming the authority to pool reserves will help ensure that associations have the funds needed to meet their legal obligations while blunting the financial impact on owners who are struggling with increased assessments.

Finally, Section 718.113(5)(d) and (e) are proposed to be amended to resolve the conflict regarding the allocation of costs for the removal and reinstallation of hurricane protection by a condominium association. The change also ensures condominium associations can take the preventative measures needed to protect life and property without having to litigate with unit owners over who must pay for removal and reinstallation of items, such as shutters. This change will lead to an increase in the use of hurricane protection measures by condominium associations. It will also reduce unexpected financial impacts during necessary maintenance and repair projects, some as a result of the milestone inspections, by clearly establishing the responsible party for the removal and reinstallation of hurricane protection.

IV. ANALYSIS

The following describes the changes being proposed:

1. Section 718.111(12)(c) is to be deleted to remove the criminal penalty for failing to provide official records and to conform the statute to the same type of civil penalties under Florida's Sunshine Act and the Freedom of Information Act. Deletion of this provision also resolves the potential abridgement of due process rights.

2. Section 718.111(12)(c)2 is to be amended to require the criminalization of destroying, defacing, or failing to create or maintain official records requires the conduct must be done willfully and with the intent to cause harm to the association or one or more of its members.

3. Section 718.112(2)(f) is to be amended to confirm authority for condominium associations to use the pooled method for the funding of reserve accounts and to provide that reserves required under the Surfside legislation can only be pooled with other reserves required by such law.

4. Section 718.113(5)(d) and (e) are to be amended to resolve the conflict as to who pays for removal and reinstallation of hurricane protection. The changes to subparagraph (d) resolves the conflict by providing the individual unit owner does not pay unless required in the declaration of condominium. With the conflict resolved, subparagraph (e) is deleted as superfluous.

5. Section 720.303(5)(d) is to be deleted to remove the broad criminal penalty for failing to provide official records and to conform the statute to the same type of civil

penalties under Florida's Sunshine Act and the Freedom of Information Act. Deletion of this provision resolves the potential abridgement of due process rights.

6. Section 720.303(5)(e)-(f) is to be amended to require that criminalizing the destroying, defacing, or failing to create or maintain official records requires a threshold of willful and with the intent to cause harm to the association or one or more of its members.

V. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

The proposal does not have a direct fiscal impact on local governments.

VI. DIRECT IMPACT ON PRIVATE SECTOR

This proposal will likely reduce the financial impact on condominium unit owners without directly compromising critical life safety issues by providing additional funds to meet Surfside legislation mandates. This proposal will also encourage members to volunteer to serve on their boards of directors by eliminating the unprecedented criminal penalties.

VII. CONSTITUTIONAL ISSUES

Due process- The proposal cures a constitutional flaw. To the extent community association directors can be determined to have committed a criminal act by failing to provide access to condominium official records, Article I, s.9 of the Florida Constitution provides that no person shall be deprived of property without due process of law. Florida courts have provided the following general rules when considering whether a statute impairs due process in a criminal proceeding:

- Due process prohibits a defendant from being convicted of a crime not charged in the information or indictment; *Johnson v. State*, 981 So.2d 680 (Fla. 2d DCA 2008)

- In considering whether statute violates substantive due process, basic test is whether State can justify infringement of its legislative activity upon personal rights or liberties; statute must bear reasonable relationship to legislative objective and must not be arbitrary but, if there is a legitimate state interest which the legislation aims to effect and if the legislation is a reasonably related means to achieve the intended end, statute will be upheld. *Potts v. State*, 526 So.2d 104 (Fla. 4th DCA 1987)

- See *Aaron v. State*, 284 So.2d 673 (Fla. 1973): The right of persons accused of serious offenses to know, before trial, the specific nature and detail of crimes they are charged with committing is a basic right guaranteed by our Federal and State Constitutions.

- See *Bearden v. State*, 161 So.3d 1257 (Fla. 2015): Due process right of a defendant in a criminal trial is, in essence, the right to a fair opportunity to defend against the State's accusations. Rights to confront and cross-examine witnesses and to call witnesses in one's own behalf are essential to due process.

VIII. OTHER INTERESTED PARTIES

Community Associations Institute (CAI); Florida Homebuilders Association; Florida Bankers Association.

A bill to be entitled

An act relating to _____; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 718.111(12)(c) is amended to read as follows:

718.111 The Association.—

718.111(12)(c) ~~-2. A director or member of the board or association or a community association manager who knowingly, willfully, and repeatedly violates subparagraph 1. commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#), and must be removed from office and a vacancy declared. For purposes of this subparagraph, the term "repeatedly" means two or more violations within a 12-month period.~~

2. ~~3~~ Any person who willfully and knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained with the intent of causing harm to the association or one or more of its members, or who willfully and knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the

24 intent of causing harm to the association or one or more of its
25 members, commits a misdemeanor of the first degree, punishable as
26 provided in s. 775.082 or s. 775.083; is personally subject to a
27 civil penalty pursuant to s. 718.501(1)(d); and must be removed
28 from office and a vacancy declared.

29 3. ~~4.~~ A person who willfully and knowingly refuses to release or
30 otherwise produce association records with the intent to avoid or
31 escape detection, arrest, trial, or punishment for the commission
32 of a crime, or to assist another person with such avoidance or
33 escape, with the intent of causing harm to the association or one
34 or more of its members, commits a felony of the third degree,
35 punishable as provided in s. 775.082, s. 775.083, or s. 775.084,
36 and must be removed from office and a vacancy declared.

37 4.~~5.~~ The association shall maintain an adequate number of copies
38 of the declaration, articles of incorporation, bylaws, and rules,
39 and all amendments to each of the foregoing, as well as the
40 question and answer sheet as described in s. 718.504 and year-end
41 financial information required under this section, on the
42 condominium property to ensure their availability to unit owners
43 and prospective purchasers, and may charge its actual costs for
44 preparing and furnishing these documents to those requesting the
45 documents. An association shall allow a member or his or her

46 authorized representative to use a portable device, including a
47 smartphone, tablet, portable scanner, or any other technology
48 capable of scanning or taking photographs, to make an electronic
49 copy of the official records in lieu of the association's providing
50 the member or his or her authorized representative with a copy of
51 such records. The association may not charge a member or his or her
52 authorized representative for the use of a portable device.
53 Notwithstanding this paragraph, the following records are not
54 accessible to unit owners:

55 * * *

56 **Section 2.** Section 718.112(2)(f)(5) is amended to read as follows:

57 **718.112 Bylaws.—**

58 **718.112(2)(f) – Annual budget.—**

59 5. The association's reserve accounts may be pooled for two or more
60 required components. Reserve funds for components listed in
61 paragraph (g) may be only pooled with other components listed in
62 paragraph (g). The contribution disclosed in the proposed budget
63 must be sufficient to ensure that available funds, including
64 projected income, meet or exceed projected expenses for all
65 components in the reserve pool, based on the current reserve
66 analysis.

67 **Section 3.** Sections 718.113(5)(d) and (e) are amended to read as

68 follows:

69 **718.113 Maintenance; limitation upon improvement; display of flag;**
70 **hurricane protection; display of religious decorations.—**

71 **718.113(5) (d) and (e) -**

72 (d) Unless otherwise provided in the declaration as originally
73 recorded or as amended, ~~A~~ a unit owner is not responsible for the
74 cost of any removal or reinstallation of hurricane protection,
75 including exterior windows, doors, or other apertures, if its
76 removal is necessary for the maintenance, repair, or replacement of
77 other condominium property or association property for which the
78 association is responsible. ~~The~~ If the declaration as originally
79 recorded or as amended does not specify who is responsible for such
80 costs, the board shall determine if the removal or reinstallation
81 of hurricane protection must be completed by the unit owner or the
82 association. If such removal or reinstallation is completed by the
83 association, the costs incurred by the association may not be
84 charged to the unit owner. If such removal or reinstallation is
85 completed by the unit owner, the association must reimburse the
86 unit owner for the cost of the removal or reinstallation or the
87 association must apply a credit toward future assessments in the
88 amount of the unit owner's cost to remove or reinstall the
89 hurricane protection.

~~(e) If the removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, is the responsibility of the unit owner and the association completes such removal or reinstallation and then charges the unit owner for such removal or reinstallation, such charges are enforceable as an assessment and may be collected in the manner provided under s. 718.116.~~

Section 4. Section 720.303(5)(d), (e) and (f) are amended to read as follows:

Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.—

(5) INSPECTION AND COPYING OF RECORDS.—

~~(d) Any director or member of the board or association or a community association manager who knowingly, willfully, and repeatedly violates paragraph (a), with the intent of causing harm to the association or one or more of its members, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. For purposes of this paragraph, the term "repeatedly" means two or more violations within a 12-month period.~~

~~(e)~~ (d) Any person who willfully and knowingly and intentionally defaces or destroys accounting records during the period in which such records are required to be maintained with the intent of

112 causing harm to the association or one or more of its members, or
113 who knowingly or intentionally fails to create or maintain
114 accounting records that are required to be created or maintained,
115 with the intent of causing harm to the association or one or more
116 of its members, commits a misdemeanor of the first degree,
117 punishable as provided in s. 775.082 or s. 775.083.

118 (f) Any person who willfully and knowingly refuses to release or
119 otherwise produce association records with the intent to avoid or
120 escape detection, arrest, trial, or punishment for the commission
121 of a crime, or to assist another person with such avoidance or
122 escape, with the intent of causing harm to the association or one
123 or more of its members, commits a felony of the third degree,
124 punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

125 **Section 5.** This act shall take effect upon becoming law.