

**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**

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**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 In-Person/Zoom Meeting**

**Disney Yacht and Beach Club and Zoom  
Saturday, December 5, 2020**

**Minutes**

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

Bill Hennessey called the meeting to order at 9:46 a.m. The Chair welcomed everyone to the meeting. Debbie Goodall interrupted the Chair's report to welcome immediate Past-Chair Rob Freedman to the back row. The Chair thanked Rob for his outstanding service in difficult times.

II. Attendance – Jon Scuderi, Secretary

III. Minutes of Previous Meeting — Jon Scuderi, Secretary

Motion to approve the minutes of the October 3, 2020 meeting of the Executive Council held in Jackson Hole.

Steve Mezer moved to approve the minutes and the minutes were approved after multiple seconds.

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

The Chair thanked Mary Ann and Hilary Stephens for their phenomenal work.

1. The Chair thanked our general sponsors and the friends of the Section.
2. Introduction and comments from Sponsors. The Chair recognized the following sponsors:

Joe Tschida with WFG National Title Insurance Company who thanked the Section. WFG sponsors the new Section App.

Florida Bar Foundation, Executive Council Meeting sponsor. Donny MacKenzie thanked the Section for its support.

David Shanks, Stewart Title, spoke and thanked Mary Ann and Rob Freedman and talked about Stewart Title's recent acquisitions.

3. The Chair recognized the following guests:

Mike Beltrand, state representative and practicing attorney, spoke about the legislative response to court decisions, and the limited bills a house member can sponsor during his/her career. Emphasized importance of talking to stakeholders.

Board of Governors attendees - Laird Lile, Sandy Diamond, Steven Davis, Lorna E. Brown-Burton, Gary Lesser, Scott Westheimer were all recognized. Gary spoke about the Section and his experience. Gary is running for president-elect of the Florida Bar. Scott spoke about the Section's success with this meeting and thanked the Section.

The Fellows were recognized and invited to introduce themselves. The Chair thanked everyone for getting the message out to potential Fellows and encouraging everyone to make the Fellow's service special.

4. The Chair announced the milestones, special moments of our Executive Council Members and their families.

The Chair talked about Lynwood Arnold's recent passing and his service to the Section. and invited someone to make a motion to create The Lynwood F. Arnold, Jr. Memorial Award. The award would be defined as follows:

THE LYNWOOD F. ARNOLD, JR MEMORIAL AWARD was established in 2020 by the Section to memorialize the memory and extraordinary contributions of Lynwood Arnold to numerous general standing committees of the Section. Over many years of dedicated service, Lynwood was a champion for diversity initiatives and inclusivity in the Section. He worked tirelessly on Section mentoring projects for new lawyers and was instrumental in the establishment and success of the Section's Law School Programming and Mentoring Committee. Further, he was incredibly generous with his time and provided leadership at the ground level on many pro bono projects throughout the state. Lynwood's passion for service to his profession and community was contagious and served as model for others. This award will be granted from time to time to recognize one or more of our members who give greatly of their time and knowledge to one or more of the following areas: the enhancement of diversity within the Section, including increasing minority membership and participation; mentoring of law students or new lawyers; or providing of pro bono legal services.

The motion was made and seconded and passed.

5. The Chair discussed the Section Bylaw Amendments found on pages 15 – 27 of the Agenda. In a state of emergency or if the meeting venue is no longer available, electronic voting is now permitted per protocols set by the Chair.
6. The Chair reported on the interim actions taken by the Executive Committee.
  - a. On August 25, 2020, the Executive Committee approved and ratified all votes taken at the Breakers' Executive Council meeting to the extent necessary to comply with the Bylaws.

- b. On November 6, 2020, the Executive Committee approved recommendations to the Florida Bar for the Florida Realtor/Attorney Joint Committee.
  - c. On November 16, 2020, the Executive Committee approved the following motions concerning the Kearney fix: (a) adopt as a Section legislative position support for proposed legislation protecting Florida residents from unintentionally assigning, pledging or waiving rights to, assets that otherwise are exempt legal process under Chapter 222 of the Florida Statutes by implementing clearly defined requirements for waiving the protection of such exemptions; 1 (b) find that such legislative position is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.
- 7. The Chair discussed the upcoming Executive Council Meetings found on page 51 of the Agenda. Hammock Beach is upcoming and it is anticipated will be conducted in a hybrid format, with outdoor events. The Convention will be in June at the Marriott on Marco Island.
  - 8. The Chair expressed his pride in the Executive Council during these COVID times and thanked everyone for their help and service.

V. Liaison with Board of Governors Report — Steven W. Davis

Steven gave his report. The BOG is working hard via Zoom. The BOG appointed the Section’s recommendations for the Florida Realtor/Attorney Joint Committee. Steve is running for president-elect of the Florida Bar.

The Chair reminded everyone the importance of having Section members on the various Bar committees and encouraged all Executive Council members to apply. Michael Gelfand is running for the BOG in the 15<sup>th</sup> circuit.

The Chair introduced The Fund’s Melissa Murphy who spoke and played a video about the Fund. The Chair encouraged other sponsors to take advantage of the technology we now have at our meetings to get their messages out.

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

The Chair-Elect gave an update on his anticipated Executive Council meetings for the 2021-2022.

VII. Treasurer's Report — Steven H. Mezer, Treasurer

- 1. Steve gave the Treasurer’s report through September, which is on page 52 of the Agenda.
- 2. Steve discussed the difficulty of planning in light of the environment we are in. The Budget Committee made a motion to approve the proposed Real Property, Probate and Trust Law Section Budget for the fiscal year 2021–2022 located on pages 53 – 63 of the

Agenda. Steve responded to a question regarding \$50,000 for special projects. The motion to approve the budget passed.

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

Nomination and re-nomination ALM deadlines are Dec. 15. The ALMs have reached out to minority bars encouraging applicants. Also, the ALMs are looking for virtual programming. The Chair recognized the contributors to the FACE program.

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

Willie gave the report and thanked everyone for their support of the CLE programs and discussed the upcoming programs, which are on page 64 of the Agenda. The committee is looking for material for virtual learning programs. Willie referenced the Section's COVID resources and thanked everyone for their assistance. The Chair thanked Willie and Sancha for their hard work.

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

Cary gave the committee's report. Cary reminded folks to determine whether a proposed legislative matter is worthy of the Section's time and efforts. He reviewed the new forms which are found on the committee's webpage and encouraged committees to reach out to other bar sections when proposing legislation.

The Chair recognized Jim Russick of Old Republic Title, who recognized the Old Republic employees in attendance, and expressed his pride in being a sponsor of the Section.

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

Action Items:

Amicus Coordination – Robert W. Goldman, Co-Chair

Bob Goldman gave the committee report on the Hayslip v. U.S. Home Corp matter. The issue is whether an arbitration provision in a deed runs with the land and binds successors.

The committee moved to approve the proposed amicus brief on behalf of the Section in the Hayslip v. U.S. Home Corp. case currently pending in the Florida Supreme Court. The proposed brief is included in the supplemental agenda.

The motion passed.

Information Items:

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

Laird gave his report. Funding issues are impacting the clerks, including staffing issues. Efforts are being made to make electronic filing consistent throughout counties. Supreme Court now permits the submission of electronic proposed orders. Be careful when admitting evidence in electronic proceedings. Need to abide by confidentiality rules. When exhibits are filed, they are put in the public domain.

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

Andy gave the committee's report. The Standing Committee on the Unlicensed Practice of Law submitted its proposed Formal Advisory Opinion 2019-4 to the Florida Supreme Court regarding an Out-of-State Attorney's Remote Practice from a Florida Home. The Section unanimously approved a motion supporting the proposal. The materials detailing the timeline for the submission of additional comments to the Florida Supreme Court are located on pages 80 – 86 of the Agenda.

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

Andy gave the report. The Florida Bar's Professional Ethics Committee referred a matter regarding the denial of a staff opinion in Ethics Inquiry 41229 - the review requested by the inquirer, involving inquirer's ethical obligations as the court-appointed lawyer representing alleged incapacitated persons in guardianship proceedings when Florida statutes require proceedings without notice to the respondent, who is the inquirer's client. A motion was approved to refer the issue to the Section to review and report recommendations by December 20, 2020, including consulting with the Elder Law Section and the Probate Rules Committee. The materials that include the correspondence from the committee to Chair Hennessey, regarding the referral, can be found on pages 87 – 90 of the Agenda.

4. Ad Hoc Florida Bar Leadership Academy — Kristopher E. Fernandez and J. Allison Archbold, Co-Chairs

Kris gave the report on the application process and deadlines for the 2021-2022 Wm. Reece Smith, Jr. Leadership Academy. Deadline is January 15, 2021.

General Standing Committee Reports:

Liaison with Florida Bar Pro Bono Legal Services, Lorna E. Brown-Burton

Lorna provided an update on the FL Bar Pro Bono Legal Service's work.

The Chair recognized JP Morgan. Alex Hamrick expressed his appreciation for the Section.

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

Action Item:

Title Issues and Standards – Rebecca Wood, Chair

Rebecca presented the action item. The committee made a motion to approve the new Chapter 22 - Easements of the Uniform Title Standards, located on pages 92 – 106 of the Agenda.

The motion passed without discussion.

Katherine recognized and thanked the Real Property committee sponsors.

Information Item:

Real Property Finance & Lending – Richard S. McIver, Chair

Rich discussed the item which involves consideration of legislation proposing to expand the applicability of §697.07 (Assignment of Rents) and §702.10 (Order to make Payments 3 During Foreclosure) to third parties who acquire properties subject to a mortgage. The materials are located on pages 107 – 127 of the Agenda.

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

Sarah recognized and thanked the probate division committee sponsors.

Sarah discussed the interim action taken by the Executive Committee on the Kearney fix (see the Chair's report above).

The Chair recognized Darby Jones to discuss the newly formed Professional Fiduciary Counsel of Florida.

XIV. Adjourn

The Chair made closing remarks and, on motion, adjourned the meeting at 12:08 pm.

Submitted by

/s/ Jon Scuderi  
Jon Scuderi, Secretary

**ATTENDANCE ROSTER**  
**REAL PROPERTY PROBATE & TRUST LAW SECTION**  
**EXECUTIVE COUNCIL MEETINGS**  
**2020-2021**

Executive Committee	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole, WY	December 5 Orlando	April Palm Coast	June 5 Marco Island
	RP	P&T					
Freedman, Robert S. Immediate Past Chair	√		√		√		
Hennessey, William Chair		√	√	√	√		
Kightlinger, Wilhelmina F. CLE Co-Chair Real Property	√		√		√		
Swaine, Robert S. Chair-Elect & General Standing Div. Director	√		√	√	√		
Butters, Sarah S. Probate & Trust Law Div. Director		√	√	√	√		
Wright, Wm. Cary Legislative Co-Chair Real Property	√		√	√	√		
Frazier, S. Katherine Real Property Law Div. Director	√		√		√		
Scuderi, Jon Secretary		√	√		√		
Moran, John C. Legislative Co-Chair Probate & Trust		√	√		√		
Mezer, Steven H. Treasurer	√		√		√		
Miller, Lawrence J. Director, At Large Members		√	√		√		
Whynot, Sancha B. CLE Co-Chair Probate		√	√	√	√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Acosta, Jolyon Delphin		√	√		√		
Adams, Angela M.		√	√		√		
Adams, Joseph	√		√				
Akins, David J.		√			√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Alaimo, Marve Ann M.		√	√		√		
Altman, Stuart H.		√	√		√		
Archbold, J. Allison		√	√		√		
Arnold, Jr., Lynwood	√						
Aron, Jerry E. <b>Past Chair</b>	√		√				
Ashton, Amber E.	√		√		√		
Awerbach, Martin S.	√		√	√	√		
Bald, Kimberly A.		√	√		√		
Barboza, Annabella	√		√		√		
Barr, J. Christopher	√						
Baskies, Jeffrey		√	√		√		
Battle, Carlos A.		√	√				
Baumann, Phillip A.		√	√				
Beales, III, Walter R. <b>Past Chair</b>	√						
Bedke, Michael A.	√						
Behar, Jacobeli J.		√	√		√		
Belcher, William F. <b>Past Chair</b>		√			√		
Bell, Kenneth B.	√						
Bell, Rebecca Coulter		√	√		√		
Beller, Amy		√	√	√	√		
Bellew, Brandon D.		√	√				
Bloodworth, Jennifer J.	√		√		√		
Boje, Debra Lynn <b>Past Chair</b>		√	√		√		
Bowers, Elizabeth A.		√	√		√		



Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Boyd, Deborah	√		√		√		
Braun, Keith Brian		√	√		√		
Brenes-Stahl, Tattiana		√					
Brennan, David C. <b>Past Chair</b>		√	√				
Bronner, Tae K.		√	√		√		
Brown, Mark A.	√		√		√		
Brown, Shawn	√		√		√		
Brunner, S. Dresden		√	√	√	√		
Bruton, Jr., Ed Burt	√		√		√		
Bucher, Elaine M.		√	√		√		
Butler, Johnathan		√	√		√		
Callahan, Chad W. III		√			√		
Carlisle, David R.		√	√				
Caskey, John R.		√	√	√	√		
Cazobon, Denise		√	√		√		
Christiansen, Patrick <b>Past Chair</b>	√				√		
Christy, Douglas G. III	√		√		√		
Christy, Erin Hope	√		√		√		
Cole, Stacey L.		√	√		√		
Coleman, Jami A.		√			√		
Comiter, Alyse Reiser		√	√		√		
Conetta, Tami F.		√	√				
Cope, Jr., Gerald B.	√		√		√		
Cornett, Jane Louise	√		√	√	√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Cranford, Jeremy	√				√		
Curley, Nick		√	√		√		
Davis, Steven			√		√		
Detzel, Lauren Y.		√	√		√		
Diamond, Benjamin F.		√	√		√		
Diamond, Sandra F. <b>Past Chair</b>		√	√		√		
Dobrev, Alex	√		√		√		
Dollinger, Jeffrey	√		√		√		
Dribin, Michael <b>Past Chair</b>		√	√		√		
Duffey, Patrick J.		√	√		√		
Duvall, III, Homer	√		√				
Eckhard, Rick	√						
Ellison, Jason M.	√		√		√		
Emans, Patrick C		√	√		√		
Emerich, Guy S.		√	√		√		
Ertl, Christene M.	√		√		√		
Evert, Jamison C.		√	√		√		
Ezell, Brenda B.	√		√		√		
Fagan, Gail		√	√		√		
Falk, Jr., Jack A.		√	√		√		
Farach, Manuel	√		√		√		
Felcoski, Brian J. <b>Past Chair</b>		√	√		√		
Ferguson, Elizabeth B.	√				√		
Fernandez, Kristopher E.	√		√		√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Fields, Alan B.	√		√		√		
Finchum, Travis		√	√	√	√		
Finlen, Erin F.		√	√		√		
Fitzgerald, Jr., John E.		√	√		√		
Foreman, Michael L.		√	√				
Friedman, Bridget	√			√	√		
Friedman, Jesse B.		√	√				
Galler, Jonathan		√					
Gans, Richard R.		√	√				
Gelfand, Michael J <b>Past Chair</b>	√		√		√		
Gentile, Melinda S.	√		√		√		
George, James		√	√		√		
George, Joseph P.		√	√	√	√		
Godelia, Vinette D.	√						
Goethe, Jeffrey S.		√	√		√		
Goldman, Louis "Trey"	√		√		√		
Goldman, Robert W. <b>Past Chair</b>		√	√		√		
Goodall, Deborah P. <b>Past Chair</b>		√	√	√	√		
Graham, Robert M.	√		√		√		
Granet, Lloyd	√		√				
Griffin, Linda S.		√	√	√	√		
Grimsley, John G. <b>Past Chair</b>		√					
Grosso, Jennifer		√					
Gunther, Eamonn W.		√	√		√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Guttmann, III, Louis B <b>Past Chair</b>	√						
Hamrick, Alexander H		√	√		√		
Hargett, Michael Van	√		√	√	√		
Hatcher, Hon. Mary P.			√				
Havens, Jason		√					
Hayes, Hon. Hugh D.							
Hayes, Michael Travis		√	√		√		
Hearn, Frederick "Ricky"		√	√		√		
Hearn, Steven L. <b>Past Chair</b>		√	√	√	√		
Heckert, Katie	√		√		√		
Henderson, Jr., Reese J.	√						
Henderson, III, Thomas N.	√		√		√		
Heuston, Stephen P.		√	√		√		
Hipsman, Mitchell Alec		√		√	√		
Hoffman, Brian W.	√		√	√	√		
Hudson, Hon. Margaret "Midge"		√					
Hughes, Elizabeth		√	√		√		
Huss, Cady L.		√	√		√		
Hutt, Gregg Evan	√						
Ispording, Roger O. <b>Past Chair</b>		√			√		
Jaiven, Kristen	√		√	√	√		
Jarrett, Sharifa K.		√	√				
Jennison, Julia Lee	√				√		
Johnson, Amber Jade		√	√	√	√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Jones, Darby					√		
Jones, Frederick W.	√		√		√		
Jones, Patricia P.H.	√				√		
Kalmanson, Stacy O.	√		√		√		
Kangas, Michael R.		√	√				
Kaplan, Seth		√	√		√		
Karibjanian, George		√					
Karr, Mary E.		√	√				
Karr, Thomas M.		√			√		
Kayser, Joan B. <b>Past Chair</b>		√	√	√			
Kelley, Rohan <b>Past Chair</b>		√					
Kelley, Sean W.		√					
Kelley, Shane		√		√			
Khan, Nishad	√		√		√		
Kibert-Basler, Nicole	√		√				
Kinsolving, Ruth Barnes, <b>Past Chair</b>	√						
Koren, Edward F. <b>Past Chair</b>		√	√		√		
Kotler, Alan Stephen		√	√		√		
Kromash, Keith S.		√					
Krumbein, Sandra Elizabeth	√		√				
Kurian, Sanjay	√		√		√		
Kypreos, Theodore S.		√	√	√	√		
Lancaster, Robert L.		√	√		√		
Lane, Jr., William R.		√	√		√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Larson, Roger A.	√		√		√		
Lebowitz, Sean	√		√		√		
Licastro, Laura			√		√		
Lile, Laird A. <b>Past Chair</b>		√	√	√	√		
Little, III, John W.	√						
Liu, Jin	√		√		√		
Lunsford, Rachel Albritton		√	√				
Madorsky, Marsha G.		√	√		√		
Malec, Brian		√	√		√		
Malfeld, Mariela	√				√		
Marger, Bruce <b>Past Chair</b>		√					
Marshall, III, Stewart		√	√		√		
Marx, James A.		√	√		√		
Mastin, Deborah Bovarnick	√		√				
McCall, Alan K.	√		√		√		
McDermott, Daniel		√	√				
McElroy, IV, Robert Lee		√	√		√		
McIver, Richard	√		√		√		
McRae, Ashley E.	√		√		√		
Menor, Arthur J.	√		√		√		
Meyer, George F. <b>Past Chair</b>	√		√		√		
Meyer, Michael	√		√		√		
Middlebrook, Mark	√		√	√	√		
Moffa, Jeanette	√						

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Muir, Hon. Celeste H.		√	√		√		
Murphy, Melissa J. <b>Past Chair</b>	√		√		√		
Nash, Charles I.		√	√	√	√		
Neukamm, John B. <b>Past Chair</b>	√		√		√		
Nguyen, Hung V.		√	√		√		
Oliver, Rachel			√		√		
O'Malley, Andrew M.	√		√		√		
Papanikos, Cristina		√	√		√		
Partington, Bruce	√				√		
Payne, L. Howard		√					
Pence, Scott P.	√		√		√		
Pilotte, Frank		√	√		√		
Pinnock, Duane L.		√	√		√		
Pollack, Anne Q.	√		√		√		
Prescott, Leonard	√		√		√		
Pressly, Grier James			√		√		
Price, Pamela O.		√	√				
Quintero, Jason	√		√		√		
Redding, John N.	√		√		√		
Riddell, Cynthia	√						
Rieman, Alexandra V.		√	√		√		
Robbins, Jr., R.J.	√		√		√		
Roberts, III, Hardy L.	√		√				
Robinson, Jennifer		√	√				

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Rojas, Silvia B.	√		√		√		
Rolando, Margaret A. <b>Past Chair</b>	√		√	√	√		
Roman, Paul E.		√	√		√		
Rosenberg, Joshua		√					
Rubel, Stacy		√	√		√		
Rubin, Jenna		√	√		√		
Russick, James C.	√		√		√		
Sachs, Colleen C.	√		√		√		
Sajdera, Christopher	√		√		√		
Santos, Angela		√	√		√		
Sasso, Andrew	√		√		√		
Schwartz, Martin	√		√		√		
Schwartz, Robert M.	√		√		√		
Seigel, Daniel A.	√			√	√		
Sheets, Sandra G.		√	√		√		
Sherrill, Richard		√	√		√		
Shoter, Neil B.	√		√		√		
Sklar, William P.	√		√				
Skrande, Gutman		√			√		
Smart, Christopher W.	√		√	√	√		
Smith, Kymberlee C.	√		√	√	√		
Smith, G. Thomas <b>Past Chair/Honorary Member</b>	√						
Smith, Yoshimi O.		√	√		√		
Sneeringer, Michael		√	√		√		



Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Solomon, Marty	√		√				
Sparks, Brian C.		√	√		√		
Speiser, Hon. Mark A.					√		
Spivey, Barry F.		√	√		√		
Spurgeon, Susan K.	√		√		√		
Stafford, Michael P.		√		√			
Staker, Karla J.	√		√		√		
Stashis, Alfred Joseph		√	√		√		
Stern, Robert G.	√		√		√		
Stone, Adele I.	√		√		√		
Stone, Bruce M. <b>Past Chair</b>		√					
Sundberg, Laura K.		√	√	√	√		
Swaine, Jack Michael <b>Past Chair</b>	√		√				
Taft, Ellie	√		√		√		
Taylor, Richard W.	√		√		√		
Thomas, Hon. Patricia			√		√		
Thornton, Kenneth E.	√		√		√		
Thorpe, Hon Janet C.			√		√		
Ticktin, Hon. Jessica J.							
Tobin, Jennifer S.	√		√		√		
Triggs, Matthew H.		√					
Tschida, Joseph John	√		√		√		
Tucker, Kristine L.		√	√		√		
Udick, Arlene C.	√		√	√	√		

Executive Council Members	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Van Dien, Lisa Barnett	√				√		
Van Lenten, Jason Paul		√	√		√		
Van Pelt, Kit E.		√	√	√			
Villarroel, Nicole Marie	√		√		√		
Virgil, Eric		√	√				
Waller, Roland D. <b>Past Chair</b>	√		√		√		
Warner, Richard	√			√			
Weintraub, Lee A.	√			√	√		
Weiss, Brad R.	√		√		√		
Wells, Jerry B.		√					
White, Jr., Richard M.		√	√		√		
Williams, Margaret A.	√		√		√		
Williamson, Julie Ann <b>Past Chair</b>	√						
Wintter, Christopher		√	√		√		
Wohlust, Gary Charles		√	√		√		
Wolasky, Marjorie E.		√	√		√		
Wolf, Jerome L.		√	√				
Wood, Rebecca	√		√		√		
Young, Gwynne A.		√	√		√		
Zeydel, Diana S.C.		√	√		√		
Zikakis, Salome J.		√	√	√	√		
Zschau, Julius J. <b>Past Chair</b>	√						

RPPTL Fellows	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole, WY	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Bailey, Lilleth		√	√		√		
Cleland, Nicole Bell		√	√		√		
Harvey, Terrence L.	√		√		√		
Hinden, Michelle Gomez	√		√		√		
Jaiven, Kristen King	√		√		√		
Miller – Myers, Erin	√		√		√		
Percopo, Joseph		√	√		√		
Romano, Antonio		√			√		

Legislative Consultants	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole, WY	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Brown, French		√	√		√		
Dunbar, Marc							
Dunbar, Peter M.	√		√		√		
Edenfield, Martha Jane	√	√	√		√		

**ATTENDANCE ROSTER-GUESTS**  
**REAL PROPERTY PROBATE & TRUST LAW SECTION**  
**EXECUTIVE COUNCIL MEETINGS**  
**2020-2021**

GUESTS	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole, WY	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Anderson, Charles					√		
Ansbacher, Barry			√				
Arnold, Casey					√		
Baker, Paige			√				
Banister, John			√				
Basler, Nicole					√		
Boisrond, Sandy			√		√		
Bonevac, Judy			√				
Boone, Sam			√				
Bouchard, Eve					√		
Boutzoukas, Michael			√				
Bowen, Alexander					√		
Brown-Burton, Lorna			√		√		
Dalmacy, Y			√				
De La Riva, Lian			√				
Dickinson, Tasha			√		√		
Eisel, Jeff			√				

GUESTS	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole, WY	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Fanzlaw, Amy			√				
Faulkner Debbie		√		√			
Harley, Phyllis			√				
Hernandez, Krystal			√				
Hertz, Allison			√		√		
Kearn, Jim			√		√		
La Femina, Rose			√	√	√		
Lesser, Gary			√		√		
Mackenzie, Donna					√		
Marin, Carlos					√		
Melville, Drew			√				
Pratt, Kenneth			√				
Primeau, John			√		√		
Rudisill, Michael					√		
Sadov, Sandra					√		
Seidel, Sabine			√				
Shanks, David			√		√		
Shinabery, Dennis					√		
Sinn, Stefan			√				
Stahl, Tatti			√		√		

GUESTS	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole, WY	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
	Division		August 22 Breakers (Virtual)	October 3 Jackson Hole	December 5 Orlando	February 6 Palm Coast	June 5 Marco Island
	RP	P&T					
Stephens, Hilary			√		√		
Stephens, Tyler			√				
Tabak, Marcia					√		
Watson, Marlene			√		√		
Weaver, Ron			√		√		
Webman, Edward					√		
Westheimer, Scott			√				



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Probate Roundtable	<b>Guardian Trust</b>	Ashley Gonnelli	<a href="mailto:ashley@guardiantrusts.org">ashley@guardiantrusts.org</a>
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Overall Sponsor/Leg. Update	<b>Attorneys Title Fund Services, LLC</b>	Melissa Murphy	<a href="mailto:mmurphy@thefund.com">mmurphy@thefund.com</a>



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Cumberland Trust	Eleanor Claiborne	<a href="mailto:eclaiborne@cumberlandtrust.com">eclaiborne@cumberlandtrust.com</a>
Fiduciary Trust International of the South	Vaughn Yeager	<a href="mailto:vaughn.yeager@ftci.com">vaughn.yeager@ftci.com</a>
GRASSI	Joseph Bruha	<a href="mailto:jbruha@grassicpas.com">jbruha@grassicpas.com</a>
Heritage Investment	Joe Gitto	<a href="mailto:jgitto@heritageinvestment.com">jgitto@heritageinvestment.com</a>
North American Title Insurance Company	Jessica Hew	<a href="mailto:jhew@natic.com">jhew@natic.com</a>
Probate Cash	Karen Iturrino	<a href="mailto:karen@probatecash.com">karen@probatecash.com</a>
Smart Marketing	Lesley Blaine	<a href="mailto:lesley@smartmarketingnow.com">lesley@smartmarketingnow.com</a>
Valuation Services, Inc.	Jeff Bae	<a href="mailto:Jeff@valuationservice.com">Jeff@valuationservice.com</a>
Wells Fargo Private Bank	Johnathan Butler	<a href="mailto:johnathan.l.butler@wellsfargo.com">johnathan.l.butler@wellsfargo.com</a>





## Thank you to our Committee Sponsors

Sponsor	Contact	Email	Committee
<b>Real Property Division</b>			
AmTrust Financial Services	Anuska Amparo	<a href="mailto:Anuska.Amparo@amtrustgroup.com">Anuska.Amparo@amtrustgroup.com</a>	Residential Real Estate and Industry Liaison
Attorneys Title Fund Services, LLC	Melissa Murphy	<a href="mailto:mmurphy@thefund.com">mmurphy@thefund.com</a>	Commercial Real Estate
Attorneys Title Fund Services, LLC	Melissa Murphy	<a href="mailto:mmurphy@thefund.com">mmurphy@thefund.com</a>	Real Estate Leasing
Attorneys' Real Estate Councils of Florida, Inc	Rene Rutan	<a href="mailto:RRutan@thefund.com">RRutan@thefund.com</a>	Residential Real Estate and Industry Liaison
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First American Title	Alan McCall	<a href="mailto:Amccall@firstam.com">Amccall@firstam.com</a>	Condominium and Planned Development
First American Title	Wayne Sobian	<a href="mailto:wsobien@firstam.com">wsobien@firstam.com</a>	Real Property Problems Study
<b>Probate Law Division</b>			
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BNY Mellon Wealth Management	Joan Crain	<a href="mailto:joan.crain@bnymellon.com">joan.crain@bnymellon.com</a>	IRA, Insurance and Employee Benefits
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Grove Bank and Trust	Marta Goldberg	<a href="mailto:mgoldberg@grovebankandtrust.com">mgoldberg@grovebankandtrust.com</a>	Guardianship and Advanced Directives
Kravit Estate Appraisal	Bianca Morabito	<a href="mailto:bianca@kravitestate.com">bianca@kravitestate.com</a>	Estate and Trust Tax Planning
Management Planning Inc.	Roy Meyers	<a href="mailto:rmeyers@mpival.com">rmeyers@mpival.com</a>	Estate and Trust Tax Planning
Northern Trust	Tami Conetta	<a href="mailto:tfc1@ntrs.com">tfc1@ntrs.com</a>	Trust Law

# **AGENDA ITEM #7**

**Real Property and Trust Law  
Section Input on Denial of  
Staff Opinion – Ethics  
Inquiry 41229**

## AGENDA ITEM 7 SUMMARY

The Professional Ethics Committee will consider draft Proposed Advisory Opinion 21-3, drafted by staff at the committee's direction at its January 14, 2021 meeting. The opinion addresses the ethical obligations of a lawyer who is court-appointed to represent an alleged incapacitated person in temporary guardianship proceedings where the lawyer is not able to communicate with the client, following the guidance of the Real Property Probate and Trust Law Section analysis as directed by the committee. The committee may adopt, modify, reject, or refer the draft proposed advisory opinion back to staff for redrafting, or may defer action.

The Professional Ethics Committee was asked to review the denial of a staff opinion in Ethics Inquiry 41229. The inquiring lawyer called the Ethics Hotline on August 12, 2020 and asked about the lawyer's ethical obligations in light of Florida Statutes 744.3031. The lawyer was appointed to represent an alleged incapacitated person in an emergency hearing in which the petitioner requested an ex parte hearing. The inquirer is concerned about how to proceed when the inquirer cannot speak to the client, the alleged incapacitated person. Rules of Professional Conduct 4-1.14 (Client Under a Disability), 4-1.2 (Scope of Representation) and 4-1.4 (Communication) were discussed, and the inquirer was advised to seek guidance from the court on the seeming conflict between the statute and the Rules of Professional Conduct.

On August 13, 2020, the inquiring lawyer made a written inquiry expressing concerns on how to handle appointments to represent alleged incapacitated persons who have not been served or notified of pending emergency temporary guardianship cases and whether the cases can proceed ex parte. The inquirer stated that a recent case, *Erlandsson v. Erlandsson*, 296 So.3d 431 (Fla. 4<sup>th</sup> DCA 2020) (attached to this item) held that:

- The court must appoint counsel for the AIP [alleged incapacitated person].
- Counsel must represent the expressed wishes of the AIP [alleged incapacitated person].
- Counsel's representation must comply with Bar Rules.
- Counsel must advocate (zealously) for the client's expressed wishes even if counsel believes those wishes are not in the client's best interests.
- "An attorney proceeds without well defined standards by forsaking the client's instructions and proceeds on the attorney's perception."

The inquirer then asked whether and how the Rules of Professional Conduct may be followed in an emergency temporary guardianship hearing, whether or not held ex parte.

The inquirer was denied a staff opinion on the basis that there is no bar policy or precedent on which to base an opinion if the statute conflicts with the Rules of Professional Conduct under Procedure 2(a)(2)(B), which permits staff to decline to provide an opinion "if the inquiry. . . asks a question for which there is no previous precedent or underlying bar policy on which to base an opinion." The denial cited the inquirer to Florida Ethics Opinion 85-4, which states:

The inquiring attorney does not have to abandon her client by withdrawing. The attorney should do what she can to safeguard the interests of her client, including making prudent decisions in behalf of the client. ...

If the attorney believes that W cannot adequately act in her own interest, and that a guardian may be necessary to safeguard W's interests, the attorney may seek appointment of a legal guardian for W, even over W's objection if absolutely necessary. **The inquiring attorney is in the best position to decide the proper course of action from the suggestions above. In proceeding, the attorney should be careful to respect the rights of her client, to act in the client's best interests, and to avoid overreaching.** [Emphasis added.]

At its October 9, 2020 meeting, the committee voted to refer the issue to the Real Property Probate and Trust Law Section for input. The Real Property Probate and Trust Law Section referred the issue to its Professionalism and Ethics Committee, which unanimously approved a report which was then referred to the bar's Elder Law Section and the RPPTL Sections' Guardianship, Power of Attorney & Advance Directives Committee. The RPPTL Section Professionalism and Ethics Committee report concludes even where the lawyer cannot communicate with a client, that a court-appointed lawyer in emergency temporary guardianship proceedings may represent a client, investigate the case, gather evidence, attempt to determine the client's wishes from prior communications to others or documents, should seek a continuance where appropriate, present all evidence, present any wishes of the client that the lawyer can determine, and where there is no evidence to oppose at a minimum require that all essential elements are proved by the petitioner. The report includes a chart demonstrating appropriate steps for the lawyer. The Elder Law Section suggested amending the report to add information on what needs to be proven as essential elements. The Guardianship Committee commented that issues include due process, having an attorney with the time and ability to represent the alleged incapacitated person, the ability of the client to understand and participate in the process, that zealous representation of the client should not include engaging in the fight between the parties when the lawyer lacks the ability to determine the alleged incapacitated client's wishes, and agreeing that the lawyer should make an attempt to gather evidence of the client's wishes. *See also*, "Role of the Attorney for the Alleged Incapacitated Person," 31 *Stetson Law Review* 687 (2002), provided by the RPPTL Section Professionalism and Ethics Committee.

1 **DRAFT FLORIDA BAR ETHICS OPINION**  
2 **OPINION 21-3**  
3 **[DATE]**

4 **Advisory ethics opinions are not binding.**

5 The Committee gratefully acknowledges the assistance of the Real Property Probate and  
6 Trust Law Section in responding to this inquiry.

7 A member of The Florida Bar has inquired about the inquirer's ethical obligation when  
8 appointed by a court to represent an alleged incapacitated person in a petition for emergency  
9 temporary guardianship. The inquirer states that the alleged incapacitated person has due  
10 process rights under both the state and federal constitution, including the right to testify, present  
11 evidence, call witnesses, confront and cross-examine witnesses, and have the hearing either open  
12 or closed. However, Florida Statutes §744.3031(2) allows the proceeding for emergency  
13 temporary guardianship to be held ex parte on a showing that it is necessary to prevent  
14 substantial harm to the alleged incapacitated person. The inquirer asks how to represent the  
15 client in accord with the inquirer's ethical obligations when a court has ordered that the hearing  
16 be held ex parte or when a hearing is held before the inquirer has the ability to contact or  
17 communicate with the alleged incapacitated person to whom the inquirer has been appointed to  
18 represent.

19 Florida statutes provide that an "[a]ttorney for the alleged incapacitated person . . . shall  
20 represent the expressed wishes of the alleged incapacitated person to the extent it is consistent  
21 with the rules regulating The Florida Bar." Fla. Stat. Ann. § 744.102 (West). Interpreting the  
22 statute, Florida's Fourth District Court of Appeals has determined that a court-appointed counsel  
23 for the respondent is obligated to defend against a guardianship petition if the client opposes it,  
24 even if the lawyer believes that a guardianship would be in the client's best interests,.  
25 *Erlandsson v. Erlandsson*, 296 So. 3d 431 (Fla. 4th DCA 2020). In *Erlandsson*, the client was  
26 present and clearly wished to contest the proceedings.

27 Lawyers generally owe all clients specific duties imposed by the Rules of Professional  
28 Conduct. Among them, lawyers must competently and diligently represent clients. Rules 4-1.1  
29 and 4-1.3, Rules of Professional Conduct. Lawyers must communicate with clients about their  
30 representation and give clients enough information that clients can make informed decisions  
31 about their representation under Rule 4-1.4. Lawyers also must abide by clients' decisions  
32 relating to the objectives of their representation under Rule 4-1.2. When a client's ability to  
33 make decisions about their own legal matters is impaired, lawyers must treat them the same as  
34 other clients as much as possible and can take protective action only when reasonably necessary  
35 because the client cannot act in the client's own interests under Rule 4-1.14. Where the ability to  
36 communicate with the client or the client's ability to make decisions in a matter is impaired due  
37 to the client's disability, the lawyer must comply with Rule 4-1.14.

38 However, if the inquirer lacks time to communicate with the client because the hearing is  
39 scheduled to be held shortly after the appointment, the inquirer should seek a continuance to  
40 allow the inquirer to communicate with the client and ascertain the client's wishes.

41 Regarding the duty to communicate, the comment to Rule 4-1.4 provides as follows:

Under appropriate  
circumstances

42 Subdivision (a)(2) requires the lawyer to reasonably consult with the client about  
43 the means to be used to accomplish the client's objectives. In some situations –  
44 depending on both the importance of the action under consideration and the  
45 feasibility of consulting with the client – this duty will require consultation prior  
46 to taking action. In other circumstances, such as during a trial when an immediate  
47 decision must be made, the exigency of the situation may require the lawyer to act  
48 without prior consultation. In such cases the lawyer must nonetheless act  
49 reasonably to inform the client of actions the lawyer has taken on the client's  
50 behalf.

51 Thus, if the continuance is denied, or the court orders an ex parte hearing, the inquirer  
52 may nevertheless represent the client although the inquirer is unable to communicate with the  
53 client. The inquirer, as reasonably practicable under the circumstances, must investigate the  
54 factual background leading to the guardianship as well as what evidence may be relevant to the  
55 proceedings. Investigation should include determining to the extent possible whether the client  
56 has previously expressed the client's wishes regarding guardianship or what those wishes might  
57 be. When unable to communicate with the client, the inquirer may investigate by interviewing  
58 the individuals listed on the relevant pleadings and attempting to locate and review any estate  
59 and incapacity documents previously executed, for example.

60 At the actual hearing, the lawyer must competently and diligently represent the client. If  
61 the inquirer has been able to ascertain the client's wishes through investigation, those wishes will  
62 dictate the appropriate action. For example, if the inquirer has been able to determine that the  
63 client would oppose a guardianship, the inquirer should raise any good faith defenses to the  
64 guardianship in the hearing, presenting appropriate evidence gathered in the inquirer's  
65 investigation, cross-examining the petitioner's witnesses, testing the evidence presented by the  
66 petitioner, ensuring that the petitioner proves all essential elements to establish a guardianship,  
67 and making appropriate arguments. *See*, Rules 4-1.1, 4-1.3, 4-3.1, Rules of Professional  
68 Conduct. Even if the evidence is unclear or indicates that the client may not have opposed a  
69 guardianship, the inquirer should protect the client's procedural rights. In protecting the client's  
70 rights in the proceedings, the inquirer should ensure that the petitioner has met the petitioner's  
71 burden to establish that the guardianship is necessary and, if the hearing is being held ex parte,  
72 that the petitioner has met the burden of establishing that the ex parte proceeding meets the  
73 statutory criteria and any other requirements. The inquirer then has the obligation to notify the  
74 client of the proceedings and their outcome under Rule 4-1.4.

75 In sum, the inquirer's obligations under the rules may be harmonized with statutory  
76 requirements even where the inquirer is unable to communicate with the client, either by time  
77 constraints or court order. The inquirer still must investigate as reasonably practicable under the  
78 circumstances, cross examine the petitioner's witnesses, test the petitioner's evidence, present  
79 any appropriate testimony or other evidence found during investigation, ensure that the petitioner  
80 proves all essential elements of the guardianship, protect the client's procedural rights, and, if the  
81 hearing is held ex parte, that the petitioner has met the burden of establishing the necessity of the  
82 ex parte proceeding under the statute. The inquirer must then notify the client of the proceedings  
83 and their outcome.

# RPPTL 2020-2021

## Executive Council Meeting Schedule

### Bill Hennessey's Year

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

Date	Location
<b>July 23 – July 26, 2020 –</b> <b>Now – August 17 – 23, 2020</b>	<b>Executive Council Meeting &amp; Legislative Update – NOW VIRTUAL MEETING</b> The Breakers Palm Beach, Florida Room Rate (Deluxe Room – King): \$239 Premium Room Rate: \$290
<b>September 30 – October 4, 2020</b> <hr/>	<b><del>Out of State Executive Council Meeting</del></b> <del>Four Seasons Resort</del> <del>Jackson Hole, WY</del> <del>Standard Guest Room Rate: \$395 (single/double)</del>
<b>December 3 – December 6, 2020</b>	<b><del>Executive Council &amp; Committee Meetings</del></b> <del>Disney's Yacht Club</del> <del>Orlando, FL</del> <del>Standard Guest Room Rate: \$289 (\$25 pp for each person over 18 years old)</del>
<b>February 4 – February 7, 2021</b>	<b>Executive Council &amp; Committee Meetings</b> Hammock Beach Resort Palm Coast, FL Standard Guest Room Rate: \$289 (single/double)
<b>June 3 – June 6, 2021</b>	<b>Executive Council Meeting &amp; Convention</b> JW Marriott Marco Island, FL Standard Guest Room Rate: \$245 (single/double)

**RPPTL 2021-2022**  
**Executive Council Meeting Schedule**  
**Robert Swaine's Year**

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

**NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend.**

Date	Location
<b>July 21 – July 25, 2021</b>	<b>Executive Council Meeting &amp; Legislative Update</b> The Breakers Palm Beach, Florida Room Rate (Deluxe Room – King): \$245 Premium Room Rate: \$299
<b>November 3 – November 7, 2021</b>	<b>Executive Council Meeting</b> Luminary Hotel & Co. Fort Myers, FL Standard Guest Room Rate (King): \$209 Standard Guest Room Rate (Two Queen): \$234
<b>March 23 – March 27, 2022</b>	<b>Out of State Executive Council Meeting</b> Hotel Bennett (Contract Pending) Charleston, South Carolina Standard Guest Room Rate: \$399
<b>June 1 – June 5, 2022</b>	<b>Executive Council Meeting &amp; Annual Convention</b> Hawks Cay Resort Duck Key, Florida Standard Guest Room Rate: \$249





## RPPTL Budget Summary

### TO DATE REPORT

#### General Budget

#### YTD

Revenue	\$ 1,814,520
Expenses	\$ 983,402
<b>Net:</b>	<b>\$ 831,118</b>

#### Attorney Bankers Conf.

#### YTD

Revenue	\$ (450)
Expenses	\$ 114
<b>Net:</b>	<b>\$ (564)</b>

#### CLI

#### YTD

Revenue	\$ 104,545
Expenses	\$ 3,800
<b>Net:</b>	<b>\$ 100,745</b>

#### Trust Officer Conference

Revenue	\$ 26,000
Expenses	\$ (295)
<b>Net:</b>	<b>\$ 26,295</b>

#### Legislative Update

Revenue	\$ 13,646
Expenses	\$ 4,563
<b>Net:</b>	<b>\$ 9,083</b>

#### Convention

Revenue	\$ (2,714)
Expenses	\$ (178)
<b>Net:</b>	<b>\$ (2,536)</b>

#### Roll-up Summary (Total)

Revenue:	\$ 1,955,547
Expenses	\$ 991,406
<b>Net Operations</b>	<b>\$ 964,141</b>

<b>Beginning Fund Balance:</b>	<b>\$ 2,339,334</b>
<b>Current Fund Balance (YTD):</b>	<b>\$ 3,303,475</b>
<b>Projected June 2021 Fund Balance</b>	<b>\$ 2,123,769</b>

<b>Date of Presentation</b>	<b>Crs. #</b>	<b>Title</b>	<b>Location</b>
4/09/2021	4073	<i>Real Property Cert Review</i>	Video Webcast (pre-recorded)
04/09/2021	4074	<i>Wills, Trusts and Estates Cert Review</i>	Video Webcast (pre-recorded)
4/15/2021	4023	<i>(Condo Series 2) RPPTL Audio Webcast: Covid-19 and Community Associations: A Pandemic Enters its Terrible Twos Addressing burgeoning pandemic related issues &amp; ethical obligations for attorneys</i>	Audio Webcast
05/07/2021	4363	<i>Trust &amp; Estate Symposium</i>	Video Webcast (pre-recorded)
05/12/2021	4030	<i>RPPTL Audio Webcast - Harassment, slander, defamation and cyber-stalking in real estate transactions and litigation: Everything you say can and will be used against you</i>	Audio Webcast
05/19/2021	4447	<i>Construction Law Institute</i>	Audio Webcast
05/20/2021	4025	<i>RPPTL Audio Webcast – Condo Webcast Series (3)</i>	Audio Webcast
06/04/2021	4707	<i>Convention CLE: The Virtual Law Office</i>	JW Marriott, Marco Island
06/17/2021	4026	<i>RPPTL Audio Webcast – Condo Webcast Series (4)</i>	Audio Webcast
06/30/2021	4031	<i>RPPTL Audio Webcast - New Summary Judgment Standard, Pt. 2</i>	Audio Webcast

# THE REAL PROPERTY, PROBATE AND TRUST LAW SECTION OF THE FLORIDA BAR

## CODE OF CONDUCT



### STANDARDS FOR PROFESSIONAL RELATIONSHIPS

The Real Property Probate and Trust Law Section of the Florida Bar (“RPPTL” or “the Section”) is committed to providing a welcoming and inclusive environment for all attendees at Section activities. In furtherance of that commitment, the Section expects all participants in Section activities, including but not limited to Executive Council members, Fellows, Section members, guests, sponsors, assigned Florida Bar employees, and others to act with respect and civility towards all. This Code of Conduct offers guidance for conduct at all Section activities, whether at Section meetings, at other Section events or during participation in telephone calls, online or via social media in connection with a Section event, activity or project. Violations of this Code of Conduct exclusively between or among Section assigned Florida Bar employees are governed by the procedures, sanctions and other related provisions set forth by The Florida Bar.

In order to foster a dignified and respectful environment at all RPPTL Section activities, the following are examples of professional etiquette that are encouraged, and each participant should aspire to meet:

- Addressing an individual in a respectful manner;
- Listening more than speaking;
- Remembering that others may have expertise of which you are unaware;
- Encouraging and yielding the floor to those whose views have not yet been presented and those whose viewpoints may be under-represented within a group;
- Using welcoming language;
- Accepting criticism graciously and offering it constructively;
- Giving credit wherever it is due;
- Offering assistance to others where appropriate to facilitate a fully accessible meeting environment;
- Eschewing offense; and
- Staying alert, as active participants, to the welfare and feelings of all those around us.

The failure to meet the above aspirational standards will not be considered a violation of this Code of Conduct.

### PROHIBITED ACTIONS

The following list of individual actions are prohibited at any Section activity:

- Any form of discrimination;
- Any form of harassment;
- Use of sexual language or imagery;
- Demeaning comments or slurs relating to the religion, race, ethnicity, disability, gender, gender identity, or sexual orientation of a person;
- Threats or demands;
- Intimidating language or conduct;
- Plagerism;
- Stalking and other forms of unwelcome attention;
- Photographing or recording without permission when there is a reasonable expectation of privacy;
- Sustained interruptions of meetings, CLE and educational programs or social events; and
- Any unwelcome physical contact or sexual attention, whether in person, in written or visual form, or online.

The prohibited actions listed above will be considered in the context in which they arise. Not all unwelcome, offensive or objectionable conduct necessarily rises to the level of a violation of this Code of Conduct. Anyone who experiences or observes inappropriate comments or actions should only intervene personally if it is appropriate and safe to do so. Such intervention, even if there is immediate compliance with the request, does not preclude a subsequent complaint regarding the perceived violation. Retaliation in connection with a complaint regarding a perceived violation of this Code of Conduct is itself a violation of this Code of Conduct.

### VIOLATIONS OF THE CODE OF CONDUCT

Violations of this Code of Conduct should be communicated to (i) one of the Section Ombudspersons whose names and contact information can be found on the public side of the RPPTL Section website (About Us/Code of Conduct) or (ii) any member of the Executive Committee of the Section, who shall immediately notify one of the Section Ombudspersons. After receiving a complaint, the consulted Ombudsperson will look into the concern and discuss it with the person reporting it. Every effort will be made to protect the anonymity of the reporting person, if requested. However, depending on the nature of the matter it may be necessary to make disclosures to the Executive Committee. The Ombudsperson to whom the concern is expressed may handle the matter in any one of three ways: (i) counseling the reporting person, but, after consideration and with the consent of the reporting person, declining to take the matter any further; (ii) with the consent of the reporting person, discussing the matter with the person accused of the conduct, either personally or with the help of such persons as the Ombudsperson deems appropriate to address the situation; or (iii) bringing the matter to the attention of the Executive Committee for further action. Anyone found to have violated this

Code of Conduct is subject to reasonable sanctions, as determined by the Executive Committee. The decision of the Executive Committee as to whether an individual has violated this Code of Conduct, and what, if any, sanctions to impose as a result, shall be final, and no party shall be entitled to any appeal.

**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 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 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 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

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

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.

**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

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



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):

- \_\_\_\_\_ 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.

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

**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 banking 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.

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: \_\_\_\_\_

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

Authorized Third Party Telephone Number: \_\_\_\_\_

Authorized Third Party Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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

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

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.

(b) Elective Maintenance. Fill in each blank space in this Section with "Landlord" for Landlord or "Tenant" 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;

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

(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;

(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).

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

**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 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 or need to determine whether there has been a default of the Lease, refer to the Act, which contains 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.

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

**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 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

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

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 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.

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



(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.

**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**

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 B**

LEAD WARNING STATEMENT ADDENDUM

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

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

**Lessor's Disclosure**

(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 *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (Initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of 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~~  
**RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSING (OTHER THAN A DUPLEX) INCLUDING A MOBILE HOME, CONDOMINIUM, OR COOPERATIVE** ~~(FOR A TERM NOT TO EXCEED ONE YEAR)~~

(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.

AN ASTERISK (\*) 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.

**I.1. TERM AND PARTIES.** This is a lease (the "Lease") for a period of \_\_\_\_\_ [number] months ~~(the "Lease Term")~~, beginning \_\_\_\_\_ [month, day, year] and ending \_\_\_\_\_ [month, day, year] (the "Lease Term"), between \_\_\_\_\_ [name] of owner 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  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 1 of 20

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:

\_\_\_\_\_  
\_\_\_\_\_

**H.2. PROPERTY RENTED.** Landlord leases to Tenant apartment or unit no. \_\_\_\_\_ in the building located at \_\_\_\_\_ [street address] known as \_\_\_\_\_ [name of apartment or condominium], \_\_\_\_\_ [or cooperative development], \_\_\_\_\_ [city], Florida \_\_\_\_\_ [zip code], together with the following furniture and appliances: specifically referenced herein.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

{List

**Check all furniture 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. If none, write "none." (In the Lease, 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.** 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.

**Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 2 of 20**

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**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 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.

**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 of \$ \_\_\_\_\_ each as provided in the options below:

monthly, on the \_\_\_\_\_ day of each \_\_\_\_\_ [month-week] (a "Rental Installment Period," as used in the Lease, shall be a (if left blank, on the first day of each month if rent is paid monthly, and a-) in the amount of \$ \_\_\_\_\_ per installment.

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weekly, on the \_\_\_\_\_ day of each week (if left blank, on Monday of each week if rent is paid weekly.) in the amount of \$ \_\_\_\_\_ per installment.

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OR

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

OR

as stated: \_\_\_\_\_

Tenant shall ~~pay also be obligated to remit to Landlord~~ with each rent payment all taxes imposed on the rent ~~by that are required to be paid by Tenant by state or local taxing authorities. The, when applicable, in the amount of taxes payable on the beginning date of the Lease is \$ \_\_\_\_\_ for \$ \_\_\_\_\_~~ with each rent installment or ~~with the rent for the full Lease Term. The amount of \$ \_\_\_\_\_ for each rent installment of rent or \_\_\_\_\_ for the rent for the full Lease Term, plus applicable taxes ("the Lease Payment"), as of the date the Lease begins, is \$ \_\_\_\_\_, shall be \$ \_\_\_\_\_.~~ Landlord will notify Tenant if the amount of the tax changes.

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**Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 3 of 20**

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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].

~~IV. Tenant shall pay the~~ make rent payments and all other charges required to be paid under the Lease by ~~cash, valid check, or (check all that apply)~~ \_\_\_\_\_ personal check, \_\_\_\_\_ money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations, \_\_\_\_\_, 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.

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Unless this box  is checked, the Lease Payments must be paid in advance beginning \_\_\_\_\_ [date].

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

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.

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

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\_\_\_\_\_ a security deposit of \$ \_\_\_\_\_, to be paid upon signing the Lease on or before \_\_\_\_\_.  
\_\_\_\_\_ an additional security deposit of \$ \_\_\_\_\_, to be paid on or before \_\_\_\_\_.

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\_\_\_\_\_ 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 in the amount for  month of \$ \_\_\_\_\_ for the Rental Installment Periods \_\_\_\_\_, or  week of \_\_\_\_\_, plus applicable taxes, in the sum of \$ \_\_\_\_\_, to be paid upon signing the Lease on or before \_\_\_\_\_.

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

Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 4 of 20

\_\_\_\_\_ a pet deposit in the amount of \$ \_\_\_\_\_, to be paid upon signing the Lease on or before \_\_\_\_\_.

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\_\_\_\_\_ a late charge cleaning fee in the amount of \$ \_\_\_\_\_ for each Lease Payment made more than \_\_\_\_\_ number of days after the date it is due. \$ \_\_\_\_\_, to be paid on or before \_\_\_\_\_.

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\_\_\_\_\_ 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 \_\_\_\_\_.

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\_\_\_\_\_ a bad check fee in the amount of \$ \_\_\_\_\_ (not to exceed \$20.00, or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order. 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 \_\_\_\_\_.

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Other: \_\_\_\_\_ Other: \_\_\_\_\_, to be paid on or before \_\_\_\_\_.

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Other: \_\_\_\_\_ Other: \_\_\_\_\_, to be paid on or before \_\_\_\_\_.

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-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.

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

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**A-(a)** Landlord shall hold the money in a separate interest-bearing or non-interest-bearing account in a Florida banking 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 \_\_\_\_\_.

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**B-(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.

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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.

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**Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 5 of 20**

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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. \_\_\_\_\_ [name] is Landlord's Agent. 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.

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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.**

~~VII~~All notices to Landlord and all Lease Payments must be sent to Landlord at Landlord's Agent at \_\_\_\_\_ [address], Address set forth above, unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord, subject or authorizes a third-party to Article X receive notice as designated below. All notices to Landlord shall be given by certified mail, return receipt requested, or provide a copy of this signed Lease to Tenant upon Tenant's request. The parties may agree to communicate by ~~hand~~ any form of communication (including text or email) unless the Act dictates another form of delivery to Landlord or Landlord's Agent.

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

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 6 of 20**

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**VIII.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 ~~require anyone on the Premises to obey;~~ comply with all state, county, municipal laws and any ordinances, and all covenants and restrictions that apply to the Premises 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 ~~that apply, 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.

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~~If Tenant acknowledges and agrees that, if the Premises are located in a condominium, a cooperative development, or cooperative development 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~~ Governing Documents for the project, including, without limitation, any Declaration of Condominium or proprietary lease, ~~property. Tenant further acknowledges and agrees that Tenant will comply with any restrictions, restrictions, rules, and regulations now existing or hereafter adopted, amended, or repealed.~~ outlined in the Governing Documents.

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~~Unless this box  is checked, Landlord may adopt, modify, or repeal rules and regulations for the use of common areas and conduct on the Premises during the Lease Term. All rules and regulations must be reasonable and in the best interest of the development in which the Premises are located.~~

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.

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~~Unless this box  is checked or a pet deposit has been paid, 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:~~

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Unless \_\_\_\_\_ this \_\_\_\_\_ box

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

Smoking  is checked, ~~no smoking~~ or  is not permitted in the Premises. (if blank, is not).

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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 items that materials, which might increase the danger/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, ~~unless this box  is checked,~~ 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.

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**IX.9. MAINTENANCE.** Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated as provided below:

**A(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 steps, 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 assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are in no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will~~ be responsible for the any such maintenance relating to the common areas of any items listed above for which the condominium, cooperative development or master homeowners' association is not responsible.

**B(b) Elective Maintenance.** Fill in each blank space in this section with "Landlord" for Landlord or "Tenant" for Tenant, to show who will take care of maintain the item noted. If a space is left blank, Landlord will be required to take care of maintain that item (or assure that the association takes care of the items if the Premises are located in a condominium).

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

Tenant's responsibility, if any, indicated above, shall not include major maintenance or major replacement of equipment.

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.

**Landlord ( ) ( ) and Tenant ( ) ( ) acknowledge receipt of a copy of this page which is Page 8 of 20**  
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~~Notwithstanding the delegation of maintenance duties provided above, Landlord shall be responsible for major maintenance repairs or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major on items in need of major repair or replacement despite Tenant's proper maintenance or major replacement in the previous paragraph.~~

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~~Major maintenance or major replacement means repair is a repair or replacement 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.~~

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Tenant shall be required to vacate the Premises ~~on, 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 ~~subparagraph~~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~~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.(c)~~ Tenant's Required Maintenance. ~~At~~Notwithstanding the foregoing, at all times during the Lease Term, Tenant shall:

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~~1.(i)~~ comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;

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~~(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;

~~2.(iii)~~ keep the Premises clean and sanitary;

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~~3.(iv)~~ remove all garbage from the ~~dwelling unit~~Premises in a clean and sanitary manner;

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~~4.(v)~~ keep all plumbing fixtures in the ~~dwelling unit~~Premises clean, sanitary, and in ~~repair, and~~reasonable working condition;

~~5.(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.

~~X.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.

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~~11. SERVICEMEMBER.~~

Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 9 of 20

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~~11.~~ 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.

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~~XII.12.~~ **LANDLORD'S ACCESS TO PREMISES.** Landlord ~~or Landlord's Agent~~ may enter the Premises in the following circumstances:

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~~A.(a)~~ (a) At any time for the protection or preservation of the Premises.

~~B.(b)~~ (b) After ~~reasonable at least twelve (12) hours-~~notice to Tenant ~~at reasonable times, between the hours of 7:30 am and 8:00 pm,~~ for the purpose of repairing the Premises.

~~C.(c)~~ (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:

~~1.(i)~~ (i) with Tenant's consent;

~~2.(ii)~~ (ii) in case of emergency;

~~3.(iii)~~ (iii) when Tenant unreasonably withholds consent; or

~~4.(iv)~~ (iv) if Tenant is absent from the Premises for a period of at least one-half a ~~Rental Installment Period~~ 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 ~~→~~).

~~XIII.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.

~~XIV.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, ~~Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part~~ 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 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~~

**Landlord ( ) ( ) and Tenant ( ) ( ) acknowledge receipt of a copy of this page which is Page 10 of 20**

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~~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.~~

~~**XV.15. DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act, which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.~~

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~~**XVI.16. ASSIGNMENT AND /SUBLEASING.** Unless this box  is checked, 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.~~

~~**XVII.17. RISK OF LOSS.** Subject to the next sentence, 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. Nothing 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.~~

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~~**XVIII.18. SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.~~

~~**XIX.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.~~

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~~**XX.20. APPROVAL CONTINGENCY/FEES.** If applicable, Tenant must be approved by an association that governs the Premises. Landlord and Tenant agree that the Lease is ~~conditioned~~ contingent upon approval of Tenant by the association that governs the Premises. 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 ~~Article V, if made, 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.~~

~~**XXI.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.~~

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~~**22. LEAD-BASED PAINT.**  Check and complete Exhibit B, the "LEAD WARNING STATEMENT ADDENDUM", if the dwelling Premises was built before January 1, 1978. ~~Lead Warning Statement (when used in this article,~~ (the term Lessor refers to Landlord and the term Lessee refers to Tenant)~~

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22. 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 when used in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.(Exhibit B).

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**Lessor's Disclosure (initial)**

**23. KEYS AND LOCKS.** Landlord shall furnish Tenant:

\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

=

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing (insert number) of sets of keys to the Premises

\_\_\_\_ (b) Records and reports available to the Lessor (check (i) or (ii) below):(insert number) of mailbox keys

(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):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_(insert number) of garage door openers

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.(insert number) of other (specify, if applicable):

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**Lessee's Acknowledgment (initial)**

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:

\_\_\_\_ (c) Lessee has received copies of all information listed above.(insert number) of keys to

\_\_\_\_ (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.(insert number) of remote controls to

\_\_\_\_ (insert number) of electronic cards to

\_\_\_\_ (insert number) other (specify, if applicable) to

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**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 provided by the signatory is true and accurate.

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 12 of 20**

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Lessor's signature	Date	Lessor's signature	Date
Lessee's signature	Date	Lessee's signature	Date
Agent's signature	Date	Agent's signature	Date

-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 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.**

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 13 of 20**

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**XXIII.26. MISCELLANEOUS.**

A.(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.(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 ~~of between~~ the parties ~~and may 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.

C.(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 changed or terminated orally affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.~~

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

E.(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.~~

F.(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.

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

H.(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.

**XXIV.28. TENANT'S PERSONAL PROPERTY.** TENANT MUST INITIAL IN THIS BOX  BLANK  SPACE ( ) FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL

**Landlord ( ) ( ) and Tenant ( ) ( ) acknowledge receipt of a copy of this page which is Page 14 of 20**

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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.

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**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 15 of 20**

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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: \_\_\_\_\_;  
\_\_\_\_\_

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**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 16 of 20**

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Exhibit A

OPTIONAL INVENTORY ADDENDUM

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**Exhibit B**

**LEAD WARNING STATEMENT ADDENDUM**

<b>Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards</b>			
<b>Lead Warning Statement</b>			
<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>			
<b>Lessor's Disclosure</b>			
(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.			
<b>Lessee's Acknowledgment (Initial)</b>			
(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> .			
<b>Agent's Acknowledgment (Initial)</b>			
(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.			
<b>Certification of Accuracy</b>			
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 18 of 20**

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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 19 of 20**

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

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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) 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 banking 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 "Landlord" for Landlord or "Tenant" 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	_____	windows	_____	screens	_____	steps
_____	doors	_____	floors	_____	porches	_____	exterior walls
_____	foundations	_____	plumbing				
_____	heating	_____	hot water	_____	running water	_____	locks
_____	electrical system			_____	Appliances (included in the lease per Section 2)		
_____	structural components						
_____	smoke detection devices						
_____	air conditioning/ cooling						
_____	garbage removal and outside garbage receptacles						
_____	extermination of rats, mice, roaches, ants and bedbugs						
_____	extermination of wood-destroying organisms						
_____	lawn/shrubbery						
_____	water treatment	_____	filters (specify)				
_____	furniture						
_____	ceilings	_____	interior walls				
	pool/spa/hot tub	(including filters, machinery, and equipment)					
_____	other (specify)			_____.			

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: \_\_\_\_\_

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).

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

**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/FEEES. 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. 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.

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

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.

**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 or need to determine whether there has been a default of the Lease, refer to the Act, which contains 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. The parties agree that installation of plywood  is or  is not permitted on the Premises (if no box is checked, Is

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

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.

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

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 B**  
**LEAD WARNING STATEMENT ADDENDUM**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Lessor's Disclosure**

(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 *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (Initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of 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 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, ~~FLORIDA STATUTES~~. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.<sup>4</sup>**

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 & address of owner of the property) \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ (name(s) of person(s) to whom the property is leased) \_\_\_\_\_ ("Tenant"). 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: \_\_\_\_\_

<sup>4</sup>This change was not reflected in the version of this form previously filed with this Court. In making these annotations it was noticed that this provision did not reflect the decision to attach the Act as an exhibit to the Lease.

**Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 1 of 21**

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Tenant's Telephone \_\_\_\_\_  
Number:- \_\_\_\_\_

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

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

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**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 appliances [List all 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. If none, write "none." (In the Lease, 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";

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**4. RENT PAYMENTS, TAXES AND CHARGES.** Tenant shall pay total rent 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:

Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 2 of 21

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

in installments. If in installments, rent shall be payable

monthly, on the \_\_\_\_\_ day of each month (If left blank, on the first day of each month) 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: \_\_\_\_\_

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Tenant shall also be obligated to pay 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 term of the 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.

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**Payment Summary**

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

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

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 Address as set forth herein).

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

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 3 of 21**

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

If Tenant makes a rent payment 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 or official bank check or  cash or other \_\_\_\_\_ (specify, if applicable), and  to pay bad check fees in the amount of \$ \_\_\_\_\_ (not to exceed the amount \$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 PRIOR TO OCCUPANCY.** Tenant shall pay the sum of \$ \_\_\_\_\_ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to \_\_\_\_\_

\_\_\_\_\_  
(name)  
at \_\_\_\_\_  
\_\_\_\_\_  
(address)

**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 first  month's  week's rent, plus applicable taxes, in the sum of \$ \_\_\_\_\_ due on or before \_\_\_\_\_.
- Prorated last  month's  week's rent, plus applicable taxes, in the sum of \$ \_\_\_\_\_ due on or before \_\_\_\_\_.
- Advance advance rent for  month  of \_\_\_\_\_, or  week of \_\_\_\_\_, plus applicable taxes, in the sum of \$ \_\_\_\_\_, to be paid on or before \_\_\_\_\_.
- Last  month's  week's prorated rent, plus applicable taxes, to be paid on or before \$ \_\_\_\_\_ due on or before \_\_\_\_\_.
- Security deposit \$ \_\_\_\_\_ due \_\_\_\_\_.
- Additional security deposit per deposit in the amount of \$ \_\_\_\_\_, to be paid on or before \_\_\_\_\_.
- a cleaning fee in the amount of \$ \_\_\_\_\_, to be paid on or before \_\_\_\_\_.
- Security a security deposit for the homeowner's association of \$ \_\_\_\_\_, \$ \_\_\_\_\_ due \_\_\_\_\_.

**Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 4 of 21**

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payable to the homeowners' association, to be paid by Tenant, unless noted  
 otherwise in Section 17, on or before \_\_\_\_\_, \_\_\_\_\_  
 Pet-  
 Deposit \$ \_\_\_\_\_ due \_\_\_\_\_  
 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 \_\_\_\_\_ Other: \$ \_\_\_\_\_ due \_\_\_\_\_  
 \_\_\_\_\_, to be  
 paid on or before \_\_\_\_\_.  
 Other \_\_\_\_\_ Other: \$ \_\_\_\_\_ due \_\_\_\_\_  
 \_\_\_\_\_, to be  
 paid on or before \_\_\_\_\_.  
 \_\_\_\_\_

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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 banking 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 (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 5 of 21**

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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

**6.7. LATE FEES.** (Complete if applicable) ~~In addition to rent,~~ Tenant shall pay a late charge in the amount of \$           (if \$           (if left blank, 4% of the rent payment) for each rent payment made            more than            number of days after the daydate 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.

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**7.8. PETS AND SMOKING.** ~~Unless this box  is checked or a pet deposit is paid, Tenant-Tenant  may not 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 paragraphSection are permitted on the Premises.~~

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

~~Unless this box  is checked, no smoking is Smoking  is or  is not permitted in the Premises. (if blank, is not).~~

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~~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.**

**14. NOTICES.**  
\_\_\_\_\_ is Landlord's Agent. All notices to Landlord must be sent to  
 Landlord \_\_\_\_\_ at \_\_\_\_\_  
 Landlord's Agent \_\_\_\_\_ at \_\_\_\_\_

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

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

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 6 of 21**

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	lawn/shrubbery		pool/spa/hot tub		
	water treatment		filters (specify)		Formatted: Not Expanded by / Condensed by
	furniture				
	ceilings		interior walls		Formatted: Font: Bold
	pool/spa/hot tub	(including filters, machinery, and equipment)			
	Other (specify)				Formatted Table

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.

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~~ASSIGNMENT.~~ Unless this box  is checked, Tenant may not assign the Lease or sublease. 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 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

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 8 of 21**

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(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.

**14.12. 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.

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**14.13. KEYS AND LOCKS.** Landlord shall furnish Tenant:

\_\_\_\_\_ #(insert number) of sets of keys to the dwellingPremises  
\_\_\_\_\_ #(insert number) of mail-box/ mailbox keys  
\_\_\_\_\_ #(insert number) of garage door openers  
\_\_\_\_\_ (insert number) of other (specify, if applicable): \_\_\_\_\_

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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 \_\_\_\_\_  
to \_\_\_\_\_ (insert number) other (specify, if applicable) \_\_\_\_\_

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At end of Lease Term, all items specified in this paragraphSection shall be returned to \_\_\_\_\_ (name) at \_\_\_\_\_ (address) (if left blank, Landlord at Landlord's addressAddress).

**14. LEAD-BASED PAINT.**   Check and complete Exhibit B, the "LEAD WARNING STATEMENT ADDENDUM", if the dwellingPremises was built before January 1, 1978. ~~Lead Warning Statement (when used in this article, (the term Lessor refers to Landlord and the term Lessee refers to Tenant)~~

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

**Lessor's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):  
=  
    ( ) \_\_\_\_\_ 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
- \_\_\_\_\_ (a) Records and reports available to the Lessor (check (i) or (ii) below):  
    ( ) \_\_\_\_\_ 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).  
\_\_\_\_\_  
\_\_\_\_\_

**Landlord (\_\_\_\_\_) (\_\_\_\_\_) and Tenant (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page which is Page 9 of 21**

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\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (a) Lessee has received copies of all information listed above.
- \_\_\_\_\_ (a) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (a) 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 provided by the signatory is true and accurate.

Lessor's signature	Date	Lessor's signature	Date
Lessee's signature	Date	Lessee's signature	Date
Agent's signature	Date	Agent's signature	Date

**14. when used in Exhibit B).**

**14.15. 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.

**15.16. LANDLORD'S ACCESS TO THE PREMISES.** ~~Landlord's Agent~~ Landlord may enter the Premises in the following circumstances:

~~A~~(a) At any time for the protection or preservation of the Premises.

~~B~~(b) After reasonable ~~twelve (12)-hours-~~notice to Tenant ~~at reasonable times, between the hours of 7:30 am and 8:00 pm,~~ for the purpose of repairing the Premises.

~~C~~(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:

- ~~(1)~~(i) with Tenant's consent;
- ~~(2)~~(ii) in case of emergency;
- ~~(3)~~(iii) when Tenant unreasonably withholds consent; or
- ~~(4)~~(iv) if Tenant is absent from the Premises for a period of at least one-half a rental installment period: (If

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 10 of 21**

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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-→).

**16-17. 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 ("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 ARTICLE 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 shall pay the security deposit required by the association, if applicable  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. 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.

**18. USE OF THE PREMISES.** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use, and right of possession to all other persons on the dwelling. The Premises, also shall be used so as to 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.

~~17.~~ 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. ~~However, unless this box  is checked, Tenant may~~ 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 which would increase the cost of insuring the Premises. ~~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.

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 11 of 21**

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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.

#### **17. RISK OF LOSS/INSURANCE.**

~~(b) — Landlord and Tenant shall each not be responsible 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.~~

~~**B-19.** Tenant shouldis strongly encouraged to carry insurance covering Tenant's personal property and Tenant's tenant liability insurance.~~

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~~**19-20. PROHIBITED ACTS BY LANDLORD.** Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes the Act, the provisions of which can be found in the attachment to this Lease.~~

~~**20-21. 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, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part 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 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.~~

~~**21-22. DEFAULTS/REMEDIES.** Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act the Act, which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.~~

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**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 12 of 21**

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~~22-23.~~ **SUBORDINATION.** The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

~~23-24.~~ **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.

~~24-25.~~ **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 term of a renewal or extension together with the original total Lease Term may not exceed one year. A new lease is required for each year.

~~24.~~ **TENANT'S TELEPHONE NUMBER.** Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

~~25-26.~~ **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. 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.

~~27-28.~~ **MISCELLANEOUS.**

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 13 of 21**

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A.(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.

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B.(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 ~~of between~~ the parties ~~and may 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.~~

C.(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 changed or terminated or affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.~~

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

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

F.(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.

G.(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.~~

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

\_\_\_\_\_  
Real Estate Licensee

\_\_\_\_\_  
Real Estate Licensee

\_\_\_\_\_  
Real Estate Brokerage Company

\_\_\_\_\_  
Real Estate Brokerage Company

\_\_\_\_\_  
Commission

\_\_\_\_\_  
Commission

**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

**Landlord ( ) ( ) and Tenant ( ) ( ) acknowledge receipt of a copy of this page which is Page 14 of 21**

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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.

**29.31. TENANT'S PERSONAL PROPERTY.** TENANT MUST INITIAL IN THIS BOX  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.

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**Landlord ( ) ( ) and Tenant ( ) ( ) acknowledge receipt of a copy of this page which is Page 15 of 21**

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

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**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 16 of 21**

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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 17 of 21**

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Exhibit A

OPTIONAL INVENTORY ADDENDUM

*(This area contains horizontal lines for handwritten notes.)*

**Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 18 of 21**

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**Exhibit B**  
**LEAD WARNING STATEMENT ADDENDUM**

<b>Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards</b>			
<b>Lead Warning Statement</b>			
<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>			
<b>Lessor's Disclosure</b>			
(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.			
<b>Lessee's Acknowledgment (Initial)</b>			
(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> .			
<b>Agent's Acknowledgment (Initial)</b>			
(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.			
<b>Certification of Accuracy</b>			
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 19 of 21**

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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 \_\_\_\_\_

\_\_\_\_\_  
Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Landlord (\_\_\_\_) (\_\_\_\_) and Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 21 of 21

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# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

(850) 561-5600  
www.FLORIDABAR.org

## SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for committees, divisions and sections to seek approval for section legislative or political activities.
- Requests for legislative and political activity must be made on this form.
- Political activity is defined in SBP 9.11(c) 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.”
- Voluntary bar groups must advise TFB of proposed legislative or political activity and must identify all groups the proposal has been submitted to; if comments have been received, they should be attached. SBP 9.50(d).
  - The Legislation Committee and Board will review the proposal unless an expedited decision is required.
  - If expedited review is requested, the Executive Committee may review the proposal.
  - The Bar President, President-Elect, and chair of the Legislation Committee may review the proposal if the legislature is in session or the Executive Committee cannot act because of an emergency.

### General Information

(RPPTL Approval Date \_\_\_\_\_)

**Submitted by:** *(list name of section, division, committee, TFB group, or individual name)*

Condominium & Planned Development Committee, RPPTL

**Address:** *(address and phone #)* 12140 Carissa Commerce Court, Suite 200, Ft. Myers, FL 33966

(239)-433-7707

**Position Level:** *(TFB section / division / committee)* Committee

## Proposed Advocacy

Complete Section 1 below if the issue is legislative, 2 if the issue is political. Section 3 must be completed.

### 1. Proposed Wording of Legislative Position for Official Publication

Support 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 personal property of unit owners, and to reduce insurance costs for condominium associations and unit owners.

### 2. Political Proposal

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### 3. Reasons For Proposed Advocacy

- a. Is the proposal consistent with [Keller v. State Bar of California](#), 496 US 1 (1990), and [The Florida Bar v. Schwarz](#), 552 So. 2d 1094 (Fla. 1989)? Yes
- b. Which goal or objective of the [Bar's strategic plan](#) is advanced by the proposal?  
Enhance the legal profession and the public's trust and confidence in attorneys & the justice system; Enhance and improve the value of Florida Bar membership
- c. Does the proposal relate to: (*check all that apply*)
- Regulation and discipline of attorneys
- Improvement of the functioning of the courts, judicial efficacy, and efficiency
- Increasing the availability of legal services to the public
- Regulation of lawyer client trust accounts
- Education, ethics, competency, integrity and regulation of the legal profession
- d. Additional Information: \_\_\_\_\_
-

## Referrals to Other Committees, Divisions & Sections

The section must provide copies of its proposed legislative or political action to all bar divisions, sections, and committees that may be interested in the issue. SBP 9.50(d). List all divisions, sections, and committees to which the proposal has been provided pursuant to this requirement. Please include with your submission any comments received. **The section may submit its proposal before receiving comments but only after the proposal has been provided to the bar divisions, sections, or committees.** Please feel free to use this [form](#) for circulation among the other sections, divisions and committees.

Business Law Section of The Florida Bar  
Public Interest Law Section of The Florida Bar  

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## Contacts

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

Cary Wright, Legislative Co-Chair of the RPPTL Section, 4221 West Boy Scout Boulevard,  
Suite 1000, Tampa, FL 33607, (813)-229-4135  

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

Peter M. Dunbar & Martha Edenfield, Dean, Mead & Dunbar, P.A., 215 South Monroe Street,  
Suite 815, Tallahassee, FL 32301, (850)-999-4100  

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

Peter M. Dunbar & Martha Edenfield, Dean, Mead & Dunbar, P.A., 215 South Monroe Street,  
Suite 815, Tallahassee, FL 32301, (850)-999-4100  

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*Submit this form and attachments to the OGC, [jhooks@floridabar.org](mailto:jhooks@floridabar.org), (850) 561-5662.*



# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
[www.FLORIDABAR.org](http://www.FLORIDABAR.org)

To: Leadership of the Public Interest Law Section  
Section/Division/Committee

From: Condo. & Planned Development Committee

Re: Proposed Legislative Position re: Condominium Hurricane Protection

As you are aware, Standing Board Policy 9.50(d) requires voluntary bar groups to contact all divisions, sections and committees that might be interested in proposed legislative or political activity. The policy also requires sections to identify all groups to which proposals have been submitted for comment and to include comments when submitting the proposal.

We thought your section might be interested in the above issue and have attached a copy of our proposal for your review and comment. Our proposal is in support of :

Legislation amending Sects. 718.113; 718.115 regarding hurricane protection

Thanks for your consideration of this request. Please let us know if your section will provide comments.



# The Florida Bar

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To: Leadership of the Business Law Section  
Section/Division/Committee

From: Condo. & Planned Development Committee

Re: Proposed Legislative Position re: Condominium Hurricane Protection

As you are aware, Standing Board Policy 9.50(d) requires voluntary bar groups to contact all divisions, sections and committees that might be interested in proposed legislative or political activity. The policy also requires sections to identify all groups to which proposals have been submitted for comment and to include comments when submitting the proposal.

We thought your section might be interested in the above issue and have attached a copy of our proposal for your review and comment. Our proposal is in support of :

Legislation amending Sects. 718.113; 718.115 regarding hurricane protection

Thanks for your consideration of this request. Please let us know if your section will provide comments.

1 A bill to be entitled  
2 An act relating to \_\_\_\_; providing an effective date.  
3

4 Be It Enacted by the Legislature of the State of Florida:  
5

6 **Section 1.** Section 718.104(4) (p) is amended to add as follows:

7 718.104 **Creation of condominiums; contents of declaration.**—Every  
8 condominium created in this state shall be created pursuant to this  
9 chapter.—

10 (4) The declaration must contain or provide for the following  
11 matters:

12 (p) For residential and mixed-use condominiums, whether the unit  
13 owner or the association is responsible for the maintenance,  
14 repair, or replacement of any exterior windows, doors, glass  
15 apertures, code-compliant hurricane shutters or other code-  
16 compliant hurricane protection that is installed on a building in  
17 the condominium.

18 **Section 2.** Section 718.113(5) is amended to read as follows:

19 718.113 **Maintenance; limitation upon improvement; display of flag;**  
20 **hurricane shutters and protection; display of religious**  
21 **decorations.**—

22 (5) In order to protect the health, safety, and welfare of the  
23 people of the State of Florida and to ensure uniformity and  
24 consistency in the hurricane protection installed by condominium  
25 associations and unit owners, this subsection applies to every  
26 residential and mixed-use condominium in the state, regardless of  
27 the date of its declaration of condominium. For the purposes of  
28 this subsection and s. 718.115, hurricane protection shall mean  
29 hurricane shutters, impact glass, code-compliant windows or  
30 doors, or other types of code-compliant hurricane protection.

31 Each board of administration of a residential or mixed-use  
32 condominium shall adopt hurricane ~~shutter~~ protection  
33 specifications for each building within each condominium operated  
34 by the association which ~~shall~~ may include color, style, and  
35 other factors deemed relevant by the board. All specifications  
36 adopted by the board must comply with the applicable building  
37 code. The installation, maintenance, repair, replacement, and  
38 operation of hurricane protection in accordance with this  
39 subsection is not a material alteration to the common elements or  
40 association property within the meaning of this section.

41 (a) The board may, subject to s. 718.3026 and the approval of a

42 majority of voting interests of the residential or mixed-use  
43 condominium, install or require that unit owners install  
44 hurricane ~~shutters, impact glass, code-compliant windows or~~  
45 ~~doors, or other types of code-compliant hurricane~~ protection that  
46 ~~comply~~ complies with or exceeds the applicable building code. A  
47 vote of the owners to require the installation of hurricane  
48 protection under this paragraph shall be set forth in a  
49 certificate attesting to such vote and the date the hurricane  
50 protection must be installed by unit owners, as applicable, and  
51 recorded in the public records of the county where the  
52 condominium is located. The certificate shall include the  
53 recording data identifying the declaration and shall be executed  
54 in the form required for the execution of a deed. Upon recording  
55 the certificate it must be mailed to the unit owners or  
56 electronically transmitted to the unit owners who have consented  
57 to receive electronic notice. The failure to record or send the  
58 certificate to unit owners in accordance with this paragraph does  
59 not affect the validity or enforceability of the vote of the unit  
60 owners. ~~However, a~~ A vote of the owners under this paragraph is  
61 not required if the maintenance, repair, and replacement of the



62 hurricane ~~shutters, impact glass, code-compliant windows or~~  
63 ~~doors, or other types of code-compliant hurricane~~ protection or  
64 any exterior window, door or other aperture to be protected by  
65 the hurricane protection is are the responsibility of the  
66 association pursuant to the declaration of condominium as  
67 originally recorded, or amendments to the declaration adopted  
68 pursuant to the provisions contained therein or if unit owners  
69 are required to install hurricane protection pursuant to the  
70 declaration of condominium as originally recorded, or amendments  
71 to the declaration adopted pursuant to the provisions contained  
72 therein. If hurricane protection ~~or laminated glass or window film~~  
73 ~~architecturally designed to function as hurricane protection~~ that  
74 complies with or exceeds the current applicable building code has  
75 been previously installed, the board may not install ~~hurricane~~  
76 ~~shutters, impact glass, code-compliant windows or doors, or other~~  
77 ~~types of code-compliant~~ the same type of hurricane protection or  
78 require that unit owners install the same type of hurricane  
79 protection unless the installed hurricane protection has reached  
80 the end of its useful life or as necessary to prevent damage to  
81 the common elements or to a unit.

82 ~~(b) The association is responsible for the maintenance,~~  
83 ~~repair, and replacement of the hurricane shutters, impact glass,~~  
84 ~~code-compliant windows or doors, or other types of code-compliant~~  
85 ~~hurricane protection authorized by this subsection if such~~  
86 ~~property is the responsibility of the association pursuant to the~~  
87 ~~declaration of condominium. If the hurricane shutters, impact~~  
88 ~~glass, code-compliant windows or doors, or other types of code-~~  
89 ~~compliant hurricane protection are the responsibility of the unit~~  
90 ~~owners pursuant to the declaration of condominium, the~~  
91 ~~maintenance, repair, and replacement of such items are the~~  
92 ~~responsibility of the unit owner.~~

93 ~~(e)~~ (b) The board may operate ~~shutters, impact glass, code-~~  
94 ~~compliant windows or doors, or other types of code-compliant~~  
95 ~~hurricane protection installed pursuant to this subsection~~  
96 without permission of the unit owners only if such operation is  
97 necessary to preserve and protect the condominium property ~~and~~ or  
98 association property. ~~The installation, replacement, operation,~~  
99 ~~repair, and maintenance of such shutters, impact glass, code-~~  
100 ~~compliant windows or doors, or other types of code-compliant~~  
101 ~~hurricane protection in accordance with the procedures set forth~~

102 ~~in this paragraph are not a material alteration to the common~~  
103 ~~elements or association property within the meaning of this~~  
104 ~~section.~~

105 ~~(d)~~ (c) Notwithstanding any other provision in the residential or  
106 mixed-use condominium documents, if approval is required by the  
107 documents, a board may not refuse to approve the installation ~~or~~  
108 ~~replacement~~ of ~~hurricane shutters, impact glass, code-compliant~~  
109 ~~windows or doors, or other~~ any types of code-compliant hurricane  
110 protection by a unit owner conforming to ~~the~~ specifications  
111 adopted by the board, but may require the unit owner to adhere to  
112 any existing unified building scheme regarding external  
113 appearance.

114 (d) Unit owners may be responsible for the cost of any removal or  
115 reinstallation of hurricane protection where an owner of the unit  
116 installed the hurricane protection and the removal is necessary  
117 for the maintenance, repair or replacement of the condominium  
118 property for which the association is responsible. The board  
119 shall determine whether removal or reinstallation shall be  
120 performed by the unit owner or the association. If performed by  
121 the association, the cost may be charged to the unit owner and may

122 be enforceable as an assessment and may be collected in the manner  
123 provided for the collection of assessments pursuant to s. 718.116.

124 **Section 3.** Paragraph (e) of subsection (1) is amended and restated  
125 to read as follows:

126 718.115 **Common expenses and common surplus.**—

127 ~~(e) The expense of installation, replacement, operation, repair,~~  
128 ~~and maintenance of hurricane shutters, impact glass, code-compliant~~  
129 ~~windows or doors, or other types of code-compliant hurricane~~  
130 ~~protection by the board pursuant to s. 718.113(5) constitutes a~~  
131 ~~common expense and shall be collected as provided in this section~~  
132 ~~if the association is responsible for the maintenance, repair, and~~  
133 ~~replacement of the hurricane shutters, impact glass, code-compliant~~  
134 ~~windows or doors, or other types of code-compliant hurricane~~  
135 ~~protection pursuant to the declaration of condominium. However, if~~  
136 If the installation ~~maintenance, repair, and replacement of the~~  
137 ~~hurricane shutters, impact glass, code-compliant windows or doors,~~  
138 ~~or other types of code-compliant~~ hurricane protection is ~~are~~ the  
139 responsibility of the unit owners pursuant to the declaration of  
140 condominium, ~~the cost of the installation of the hurricane~~  
141 ~~shutters, impact glass, code-compliant windows or doors, or other~~

142 ~~types of code-compliant hurricane protection~~ or if the installation  
143 of hurricane protection is pursuant to a vote of the unit owners  
144 under s. 718.113(5), the cost of any installation by the  
145 association is not a common expense and shall be charged  
146 individually to the unit owners based on the cost of installation  
147 of the ~~hurricane shutters, impact glass, code-compliant windows or~~  
148 ~~doors, or other types of~~ code-compliant hurricane protection  
149 appurtenant to the unit, and shall be enforceable as an assessment  
150 pursuant to s. 718.116 and the association may use its lien  
151 authority pursuant to s. 718.116 to enforce collection of the  
152 expense.

153 1. Notwithstanding s. 718.116(9), and regardless of whether or  
154 not the declaration requires the association or unit owners to  
155 install, maintain, repair, or replace ~~hurricane shutters, impact~~  
156 ~~glass, code-compliant windows or doors, or other types of code-~~  
157 ~~compliant~~ hurricane protection, the owner of a unit where ~~owner who~~  
158 ~~has previously installed hurricane shutters in accordance with s.~~  
159 ~~718.113(5) that comply with the current applicable building code~~  
160 ~~shall receive a credit when the shutters are installed; a unit~~  
161 ~~owner who has previously installed impact glass or code-compliant~~

162 ~~windows or doors that comply with the current applicable building~~  
163 ~~code shall receive a credit when the impact glass or code-compliant~~  
164 ~~windows or doors are installed; and a unit owner who has installed~~  
165 ~~other types of~~ code-compliant hurricane protection that ~~comply~~  
166 complies with the current applicable building code has been  
167 installed shall either be excused from any assessment levied by the  
168 association or shall receive a credit when the same type of ~~other~~  
169 code-compliant hurricane protection is installed by the association  
170 ~~, and the credit shall be equal to the pro rata portion of the~~  
171 ~~assessed installation cost assigned to each unit.~~ The credit shall  
172 be applicable if the installation is for all other units that do  
173 not have such hurricane protection and the expense is funded by the  
174 budget, including reserves. The credit shall be equal to the  
175 amount the unit would have been assessed had a code-compliant  
176 installation not been made at the expense of an owner of the unit.  
177 However, such unit owner remains responsible for the pro rata share  
178 of expenses for ~~hurricane shutters, impact glass, code-compliant~~  
179 ~~windows or doors, or other types of code-compliant~~ hurricane  
180 protection installed on common elements and association property by  
181 the board pursuant to s. 718.113(5) and remains responsible for a

182 pro rata share of the expense of the replacement, operation,  
183 repair, and maintenance of such ~~shutters, impact glass, code-~~  
184 ~~compliant windows or doors, or other types of code-compliant~~  
185 hurricane protection, which shall be a common expense.

186 **Section 4.** This act shall take effect July 1, 2022.