

RESIDENTIAL RENTAL AGREEMENT

NOTE: read this Agreement carefully. If you have any questions, ask. This is a contract between two or more parties for a specific period of time and each party is responsible for fulfilling the terms and conditions.

	TOTAL DUE	COLLECTED	BALANCE DUE
RENT	_____	_____	_____
SECURITY/DAMAGE DEPOSIT	_____	_____	_____
PET FEE	_____	_____	_____
APPLICATION FEE	_____	_____	_____
TOTAL	_____	_____	_____

This Agreement is entered into by _____ who is **LANDLORD** and _____, hereinafter referred to as **TENANT**

The **TENANT** agrees to rent the property located at:

_____,
hereinafter referred to as the PREMESIS.

To have and to hold said premises for the term of ____ months, and ____ days, beginning _____, and ending _____, at and for the agreed total of _____ DOLLARS (\$ _____), to be paid in equal monthly installments of _____ DOLLARS (\$ _____), payable in advance and without demand to Landlord at:

SECURITY/DAMAGE DEPOSIT

As security/damage deposit for **TENANT'S** fulfillment of the conditions of this agreement, **LANDLORD** acknowledges receipt of _____ DOLLARS (\$ _____). Parties agree said deposit is to be placed in a non-interest security/damage deposit account at _____ Bank. If **TENANT** should fail to take possession of the above property and to pay above-mentioned rent as and when due, this deposit will be forfeited. Upon the vacating of the premises under the provisions of this agreement, the **LANDLORD** will have fifteen (15) days to return said security/damage deposit, or thirty (30) days in which to give **TENANT** written notice by certified mail to **TENANT'S** last know mailing address of his intention to impose a claim thereon. The notice will contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damage in the amount of \$ _____ upon your security/damage deposit. It is sent to you as required by Section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security/damage deposit within fifteen (15) days from the time you receive this notice, or we will be authorized to deduct the claim form your security/damage deposit. The objections must be sent by certified mail to:

LATE PAYMENT AND RETURNED CHECKS

The rent will become due and payable on the FIRST (1st) day of each month. TIME IS OF THE ESSENCE IN THIS AGREEMENT, and if LANDLORD elects to accept rent after the THIRD (3rd) day of the month, a late charge of \$ _____ will be due with the rent. In the event TENANT'S check is returned for any reason, TENANT agrees to pay LANDLORD a service charge of \$25.00 or 5% of the face amount of the check, whichever is greater, and late charge as stated herein. Returned checks must be redeemed by CASHIER'S CHECK, CERTIFIED CHECK or MONEY ORDER. The SECOND TIME a check is returned, TENANT agrees to pay all future rents and charges in the form of CASHIER'S CHECK, MONEY ORDER, or CERTIFIED CHECK. Any payment tendered shall apply first to non-rent items, including late fees, repairs, penalties, appliance rental, and other amounts due Landlord, then to unpaid rent. Should remainder be insufficient for rent due, all additional late penalties shall apply. Landlord may require payments be made by cash, money order or cashier's check and shall give a minimum of 15 days notice of rent changes.

PETS

TENANT shall not keep any animals or birds of any description on the premises without the prior written consent of the LANDLORD.

OCCUPANCY

The TENANT agrees there will not be more than ____ occupants on the premises, and such occupants will be:

NAME	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No part of said premises will be sublet, and the Rental Agreement will not be assigned or transferred in any way without the prior written consent of the LANDLORD. If roommates are added or changed, a rental application must first be obtained by LANDLORD and express and written approval must be given before an occupant may move into the premises. TENANT will bear the cost of the rental application and no *split rental payments* accepted.

ITEMS OF INTEREST

If applicable to the premises described herein responsibility for arranging provision for and bearing the expense of each of the following items is agreed to be that of the party showed by:

T=TENANT L=LANDLORD N=NONE

_____ Electricity	_____ Water/Sewer Utilities	_____ Garbage Removal
_____ Garbage receptacles	_____ A/C apparatus	_____ Gas utility
_____ Pool Maintenance	_____ Yard Maintenance	_____ Telephone
_____ Heating apparatus	_____ Yard Service	_____ Changing A/C filters
_____ Heating fuel	_____ Hot Water fuel	_____ Extra keys
_____ Screen Maintenance	_____ Pest Control (Yard)	_____ Mail Box
_____ Pest Control (inside)	_____ Professional cleaning of carpet annually	

ALL OTHER UTILITIES AND SERVICES WILL BE AT THE EXPENSE AND COST OF THE TENANT.

ACCEPTANCE OF PROPERTY

TENANT has inspected the premises before the execution of this Rental Agreement and agrees that it is in good condition, and TENANT accepts the premises in its present condition. TENANT agrees to replace all light bulbs, glass broken during tenancy and to keep the interior of all buildings on the premises in a good state of repair and in clean condition. At the termination of this Agreement the TENANT agrees to promptly surrender the premises to LANDLORD in as good condition as the premises were at the time of the execution of this Agreement, ordinary wear and tear or acts of God accepted.

REPAIRS AND MAINTENANCE

TENANT agrees to give LANDLORD prompt notification of the need for repairs to the premises, and LANDLORD agrees to make the necessary repairs to the premises within a reasonable time subsequent to receipt of such notification in writing by TENANT. Should any damage to the property, including but not limited to broken windows, fixtures, plumbing, heating and cooling systems, or appliances, beyond normal wear and tear, be caused by TENANT, occupants, family members, guests, or other persons related to or affiliated in any way with TENANT, TENANT agrees to reimburse LANDLORD for costs of such repairs within FIFTEEN (15) days of repairs being completed, or at the time of the next rental payment, whichever comes first. LANDLORD/OWNER will not be responsible or liable for damages or injuries to TENANT, his family or guests, as consequence of inoperative plumbing or broken pipes, or for any reason. TENANT agrees to maintain the property in a good, safe and clean manner, and not to paint, wallpaper, alter, remodel, or structurally change any part of the property, nor remove any fixtures therefrom. TENANT will be responsible and will pay for repairs on broken water and sewer pipes cracked by cold weather, stopped-up plumbing when stoppage is caused by introduction of foreign objects not intended for sewage disposal.

NOTICE REQUIREMENTS

The full term of this Rental Agreement must be fulfilled by TENANT. Either party may terminate this Agreement at the end of rental date by giving the other party at least one (1) month's written notice before the ending date of this Rental Agreement. Following this term, this Agreement will automatically be renewed on a month-to-month basis, and will then be subjected to termination by either party giving the other party at least one (1) month's written notice of termination. NOTICE MUST BE GIVEN THIRTY (30) DAYS PRIOR TO THE MONTH IN WHICH TENANT IS MOVING OUT. TENANT MUST VACATE THE PROPERTY NO LATER THAN THE LAST DAY OF THE MONTH IN WHICH TENANT IS MOVING OUT. TENANT WILL PAY RENT FOR THE FULL MONTH EVEN IF TENANT MOVES OUT BEFORE THE LAST DAY OF THE MONTH. After this rental term, LANDLORD may increase the amount of monthly rent due hereunder upon THIRTY (30) days or more written notice to TENANT in which event TENANT shall then have the option upon at least THIRTY (30) days written notice to LANDLORD to cancel this Agreement. Should any part of this Agreement be changed after this term, LANDLORD must then prepare a new rental agreement for TENANT.

USE

The premises are to be used for residential purposes only, and the same are to be occupied only by those persons named in this Agreement. Said property shall be used so as to comply with all state, county, and municipal laws and ordinances. Furthermore, TENANT agrees to not use the premises or permit the same to be used for any disorderly or unlawful purpose, or in any manner so as to interfere with the neighbor's quiet enjoyment of their property. (If the premises are a condominium unit, TENANT agrees to abide by the Condominium Rules, Regulations and/or Declaration of Condominium and agrees to pay for copies of said Declaration if desired but in any event may read the Declaration at the office of LANDLORD during LANDLORD's office hours, provided reasonable notice is given LANDLORD by TENANT for such reading.) TENANT, occupants, guests, family members, or other persons related to or affiliated in any way with the TENANT shall not engage in any unlawful activity. In the event the TENANT, occupants, guests, family member, or other persons related to or affiliated in any way with TENANT, violate this provision, TENANT shall be subject to termination of rental agreement and immediate evicted as set forth in Florida Statutes 83.56.

LIABILITY

LANDLORD shall not be liable for **TENANT's** personal injury, damages, or loss of **TENANT's** personal property (furniture, jewelry, clothes, etc.) from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, or any other causes whatsoever. **LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE HIS OWN RENTERS' OR OTHER INSURANCE TO PROTECT HIMSELF, HIS PROPERTY AND/OR DEPENDENTS.**

INDEMNIFICATION

TENANT hereby agrees to release **LANDLORD** from liability and to indemnify **LANDLORD** against all losses incurred as a result of (a) **TENANT's** failure to fulfill all conditions of this Agreement (b) any damage or injury happening on or about the premises to **TENANT's** invitees, licensees, or such persons property, (c) **TENANT's** failure to comply with all requirements imposed by any governmental authority, and (d) any judgment, lien, or other encumbrance filed against the premises as a result of **TENANT's** action.

FAILURE OF LANDLORD TO ACT

No failure of **LANDLORD** to exercise any powers provided hereunder or to insist upon **TENANT's** strict compliance with all obligations hereunder, shall constitute a waiver of **LANDLORD's** right to demand exact compliance with the terms subsequent thereto.

CONDITIONS UNDER WHICH LANDLORD/OWNER MAY ENTER

If **TENANT**, his guest, or family is present, the **LANDLORD** or serviceman may enter the property during reasonable times for any reasonable business purpose. If such persons are not present, then **LANDLORD**, Realtor or serviceman may enter at reasonable times for the following purposes (so long as they leave written notice thereof in the property after they have entered): requested repairs, preventive maintenance, emergency safety or fire inspections, exercising owners mortgage lenders, prospective purchasers if home/apartment/condominium is for sale, insurance, Landlords, or prospective tenants. The **TENANT** also agrees to admit the **LANDLORD** at any reasonable time to inspect the property. The **LANDLORD** will call and attempt to make an appointment that is convenient to both **TENANT** and **LANDLORD**. In case of an emergency, **LANDLORD** shall have the right to enter anytime to protect life and prevent damage to the premises. Furthermore, **TENANT** agrees not to install additional or change present locks without prior written consent of **LANDLORD**. If consent is granted, **TENANT** agrees to give **LANDLORD** a duplicate key for each additional lock installed or changed.

EMERGENCIES

In case of damage by fire, water, or Act of God, **TENANT** shall immediately notify **LANDLORD** and Owner shall make or authorize to be made, repairs within a reasonable time, and rent shall not abate during such periods. If damage to the premises makes it unfit for occupancy, and if Owner decides not to repair the premises, **LANDLORD** may terminate this Agreement by giving written notice to **TENANT**. If it is so terminated, rent will be prorated, and the balance refunded together with the security deposit. The security deposit will be refunded only if **TENANT** has met all requirements of this Agreement. **TENANT agrees to request all repairs and service in writing to LANDLORD.**

CONDUCT OF TENANT

TENANT is to remember at all times that the residents of a neighborhood (or, if applicable, a Condominium or apartment) are entitled to quiet enjoyment of their homes, as per local law and statutes. If necessary, **LANDLORD** will have the right to give **TENANT** seven (7) days written notice of the fact that **TENANT** may be engaged in specified conduct detrimental to the integrity of the community and the other residents. In the event that **TENANT** continues to act in a detrimental manner after the said seven (7) days written notice, **TENANT** agrees that **LANDLORD** may terminate this Agreement. For purposes of this Agreement, *detrimental conduct* shall specifically include illegal, loud, indecent, boisterous, rowdy, or immoral activities on the part of the **TENANT**, his family or guests. This definition is intended to be illustrative and not exhaustive.

DEFAULT BY TENANT

Should **TENANT** default in paying said rent, or fail to abide by any of the obligations pursuant to the terms of this Agreement, **LANDLORD**, at his option, may at once terminate this Agreement with or without notice to **TENANT**, whereupon this Agreement shall end. Notwithstanding the same, **LANDLORD** shall not effectuate a waiver of any right he has related to collection of accrued but unpaid rents. In addition, **LANDLORD** shall have the right to declare immediately due and payable, all future rental obligations throughout the entire term of this Rental Agreement. **TENANT** agrees that without terminating this Agreement, **LANDLORD** may enter upon, take possession of, and rent the premises at the best price obtainable by reasonable efforts as hereinafter provided. In addition thereto, **LANDLORD** may remove all persons and property therefrom, and take possession of all personal property found on said premises, and sell the same at public or private sale to satisfy any indebtedness due from **TENANT**. This will be in accordance with the Florida Residential Landlord and Tenant Act, Statute #83.40.

RE-LETTING BY LANDLORD

In the event of a default by **TENANT**, **LANDLORD** shall use reasonable efforts to re-rent the premises. **TENANT** agrees to be liable to **LANDLORD** for any deficiency between his rental obligations hereunder and consideration obtained by **LANDLORD** by virtue of re-renting. **TENANT** further agrees to be liable for all costs incurred in re-renting of said premises, including but not limited to restoring said premises to a re-rentable condition.

ATTORNEY'S FEES AND OTHER FEES

In the event of the employment of an attorney by the **LANDLORD** because of a violation of any terms or provisions of this Rental Agreement, or the rules and regulations as are part hereof, the **TENANT** shall pay and be liable for reasonable attorney's fees, court costs and collection fees (if turned over to a collection agency to collect rent due, late fees, damages, pet fees, attorney's fees, court costs, etc.), as are incurred by **LANDLORD**.

TRANSFER PROVISION/MILITARY CLAUSE

LANDLORD agrees that in the event **TENANT's** employer requires **TENANT** to transfer to a location more than fifty (50) miles from the Premises, this Agreement may be canceled as of the end of the calendar month in which such transfer is to take place, provided **TENANT** complies with all of the following conditions: (a) **TENANT** GIVES **LANDLORD** ONE (MONTH'S WRITTEN NOTICE ON OR BEFORE THE FIRST OF SAID MONTH THAT **TENANT** INTENDS TO INVOKE THIS TRANSFER CLAUSE AND THE EFFECTIVE DATE THEREOF; (b) **TENANT** PROVIDES **LANDLORD** WITH WRITTEN CONFIRMATION FROM **TENANT'S** EMPLOYER, INCLUDING THE SUPERIOR'S NAME, TITLE, TELEPHONE NUMBER AND ADDRESS, REPRESENTING THAT THE **TENANT** IS BEING TRANSFERRED AND THE LOCATION OF SAID TRANSFER; (c) **TENANT** PAYS THE FULL MONTH'S RENT THROUGH THE LAST CALENDAR DAY OF THE MONTH THE **TENANT** OCCUPIES THE PREMISES; (d) **TENANT** PAYS A TRANSFER FEE EQUAL TO ONE (MONTH'S RENT; AND (e) **TENANT** RETURNS TO **LANDLORD** ALL KEYS TO THE PREMISES, STORAGE AREAS, POOL, MAILBOXES, AND ANY OTHER KEYS THAT APPLY TO THE PREMISES.

INSURANCE COVERAGE

TENANT acknowledges the fact that the contents and furnishings to be placed within the rental Premises are **NOT** covered in **ANY** manner, by an insuring Landlord, and that **TENANT** is herewith advised that **RENTER'S INSURANCE** is available from insurance companies, at **TENANT's** expense.

LAWS

The laws of the State of Florida shall govern the interpretation, validity, and enforcement of this Agreement. If **ANY** provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Rental Agreement is in accordance with the Florida Residential Landlord and Tenant Act, Statute #83.40.

GUIDELINES

PERSONAL PROPERTY: All walks, yards, driveways, and parking areas are to be kept free and clean of all personal property, such as toys, bicycles, buggies, motorcycles, etc. **PARKING:** **LANDLORD** reserves the right to allot the number of parking spaces per apartment/condominium, if applicable. Other than changing a tire, **NO CAR REPAIRS OR DISMANTLING IS ALLOWED, NOR SHALL INOPERATIVE VEHICLES, INCLUDING THOSE WITH FLAT TIRES, ARE TO BE PARKED ON THE PREMISES.** Oil and gas spills will be cleaned up at the **TENANT's** expense. **LANDLORD** has the right to request **TENANT** to move vehicles to avoid hazards with lawn mowing or any other maintenance activity, if such maintenance is provided by **LANDLORD/OWNER**. **NO PARKING ON THE GRASS.** No mobile homes, trucks, campers, boats, trailers, or other recreational vehicles are to be parked on the premises unless by prior written permission of **LANDLORD**.

WATERBEDS are not allowed unless by prior written permission of **LANDLORD**. **LANDLORD** reserves the right to issue additional guidelines that may be needed for safety and protection of the **TENANT** and the premises.

SPECIAL STIPULATIONS:

A. **TENANT** must give **LANDLORD** at lease **ONE (1) MONTH'S WRITTEN NOTICE** if **TENANT** plans to move at the expiration of this Agreement.

B. If **LATE FEE** has to be paid by **TENANT**, it will then be considered as rent due and be part of the monies due on a **THREE (3) day Notice**.

C. **FOR FINAL INSPECTION OF RENTAL PREMISES BY LANDLORD, TENANT MUST HAVE ELECTRICITY, GAS, AND WATER ON FOR SUCH INSPECTION, AND A COPY OF THE CARPET CLEANING BILL BY A CARPET CLEANING COMPANY MUST BE PROVIDED.** The keys to the Premises will be turned over to the **LANDLORD** by the **TENANT** when the move out inspection is done. A \$10.00 per key charge will be assessed for any key not turned over to **LANDLORD** at time of move out.

D. If this Rental Agreement is terminated pursuant to Florida Statutes Chapter 83.56(2) or 83.56(3), the **TENANT** agrees to pay an amount equal to one month's rent in addition to any money owed for rent, property damages, NSF check charges, late charges, deposits, court costs, attorney's fees collection agency fees and other allowable charges.

E. If applicable, **TENANT** must keep the grass watered at all times.

F. **TENANT** acknowledges there is **SMOKE DETECTOR(s)** located in the premises and **TENANT** will maintain the smoke detector(s) at all times while living in the Premises.

OTHER STIPULATIONS

See attached addendum.

PRIOR TO SIGNING

TENANT has read and understands this Rental Agreement and agrees that he/she/they will be financially responsible for the fulfillment of the terms and conditions of this Rental Agreement.

Tenant Signature

____/____/____
Date

Tenant Signature

____/____/____
Date

Tenant Signature

____/____/____
Date

Landlord Signature

____/____/____
Date

NOTICE

YOUR RENTAL AGREEMENT 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 PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, WITHIN 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 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY PROVIDE 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 ATTORNEY 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.

Lessor

Date

Lessee

Date

Lessee

Date