

LEASE AGREEMENT

Lessor:

Lessee:

and lessee's heirs, successors, and assigns.

Leased premises:

This agreement between Lessor and Lessee entered into upon this date and in consideration of a monthly rent in the amount of \$_____. Lessor grants possession of the Leased Premises to Lessee.

Rent shall be payable in advance, on or before the first of each month by auto debit

Bank:_____ Account_____

There will be a charge of 10% additional rent on all rents not received on or before the date due. There shall be a charge of \$10.00 additional rent per day where a rent delinquency continues after the 5th of any given month. There shall be a fee of \$100.00 for each 3 day notice posted on the premises, also considered as additional rent.

Security deposit shall be made in the amount of \$_____, received.

Last months rent is deposited in the amount of \$ _____

1. Lessees accept the premises in "as-is" condition as of this date. Lessor's obligation to maintain the Leased Premises per Sec. 83.51 F.S. 1997 is waived. Tenants shall not be entitled to make improvements or alterations to the Leased Premises without prior written consent of Lessor.
2. Lessees shall pay all municipal fees (water, sewer, trash), assessments, and utilities during the lease term.
3. Lessees shall not assign this lease or sublet any part of the Leased Premises, not permit occupation by any other persons than the named lessees.
4. Pets are prohibited.
5. Smoking is prohibited.
6. Lessee agrees to comply with all applicable laws in relation to their use and occupancy of the Leased Premises and agree to indemnify Lessor for any liability or expense incurred in relation to the violation of an applicable law, including attorney's fees.
7. Lessee shall maintain renters liability insurance on the premises in an amount not less than \$100,000.00.
8. Lessee shall install and maintain hurricane shutters on the premises at all times a hurricane is in the box or shall be strictly liable for all windstorm damage to the premises.
9. Lessee grants lessor a lien on any tax refund for any amounts due and owing.
10. The failure of Lessor to enforce any provision of this agreement or applicable law shall not act as a waiver of any future right to strictly enforce the same.

11. AGREEMENT AS TO THE DISPOSITION OF ABANDONED PROPERTY

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, BANDONMENT, 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.

12. The parties hereto WAIVE TRIAL BY JURY on any matter arising from, or relating to, the lease or the tenancy.

13. This lease agreement constitutes the entire agreement between the parties hereto.

I have read this lease agreement in its entirety and I understand and agree to each and every term herein.
I authorize landlord to run a credit report on me.

By _____
Lessor

Date: _____

By _____
Lessee
SSN: _____

Phone Number: _____

By _____
Lessee

SSN: _____

Phone Number: _____

Date: _____

DISCLOSURES:

1. RADON GAS: As required by law, Lessor / Optionor makes the following disclosure: Radon Gas 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 public health unit.
2. LEAD PAINT: Lessee acknowledges receipt, before becoming obligated under this lease, of the Environmental Protection Agency (EPA) lead hazard information brochure entitled "Protect Your Family From Lead in Your Home." Lessor knows of the presence of the following lead-based paint hazards in the premises: NO KNOWLEDGE OF ANY and has provided Lessee with any lead hazard evaluation report in the Lessor's possession.
3. MOLD: Seller represents that the following disclosures are accurate and complete to the best of lessor's knowledge. This is not a warranty of any kind Lessee is authorized to have the leased premises inspected for mold prior to commencement of the lease term at lessee's expense. If said inspection reveals the significant presence of mold, lessee may terminate this lease and recover any deposit made hereunder. If lessee fails to conduct an inspection for mold, then lessee waives any claim against Lessor consequent to moisture/water/condensation/humidity or mold in the leased premises during the lease term.
 - a. Lessor is ☐ aware (see attached explanation) ☐ not aware of any instances of moisture/water/condensation/humidity intruded into the leased premises as the result of flood, rain, plumbing leak, roof, window, wall leak, or any other type of leak or event.
 - b. Lessor is ☐ aware (see attached explanation) ☐ not aware of any damage to the leased premises including mold growth that resulted from any type of moisture/water/condensation/humidity intrusion or leak.
 - c. Lessor is ☐ aware (see attached explanation) ☐ not aware of any clean up or repairs, or remediation of the property including clean up of mold because of moisture/water/condensation/humidity intrusion or leak.
 - d. Lessor is ☐ aware (see attached explanation) ☐ not aware of any other problems resulting from moisture/water/condensation/humidity intrusion or leak.

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