

## RESIDENTIAL LEASE

Undersigned Renter(s) agree to lease from \_\_\_\_\_ its heirs, assigns and successors ("Owner"), the unit at \_\_\_\_\_, Heathrow, FL 32746 beginning at NOON on \_\_\_\_\_ & ending at NOON on \_\_\_\_\_ for a total sum of \$\_\_\_\_\_. Renter has seen sample unit and waives minor variations. The above referenced starting date is agreed to be Renter's preference and Owner may change same depending on availability of unit. **Renter Initials:** \_\_\_\_\_

This lease is subordinate and subject to the lien of any mortgage or encumbrance now or hereinafter placed on the unit and/or general premises. This lease is governed by the Florida Landlord Tenant Act and said act shall apply where the terms of this lease might otherwise be in conflict. If any provision of this lease is held to be unconscionable as to either party, it is the express intent of the parties that the remainder of this lease shall remain in force without the unconscionable provision. Upon default or if Owner resorts to court process to enforce lease, the remaining rent due for the balance of the lease shall become immediately due and payable. Renter agrees to pay any sales tax due. This lease is for the unit only, not for any of the land or building which surrounds the unit. At any time within the period of this agreement Owner may begin construction or renovation which may involve the use of power machinery, generate noise or inconvenience during any hours of the day, weekends or holidays. Any construction or reasonably associated event shall not alter this agreement or constitute grounds for termination of the lease by Renters. Renters agree to make necessary accommodations to assist and facilitate any renovation or construction.

1. Rent is due on the 1<sup>st</sup> of each month at \_\_\_\_\_, \_\_\_\_\_, FL \_\_\_\_\_. ABSOLUTELY NO CASH ACCEPTED. Checks must be made to \_\_\_\_\_. Payments must include complete address for identification. Rent is due on the first day and is considered late at 5:00 p.m. on the third day of each month. Payments received on the fourth of the month are subject to a \$50 late fee and payments made after the fourth accrue an additional late fee of \$5 per day. Rent is late on the 4<sup>th</sup> regardless of holidays or weekends. Rent paid after the 4<sup>th</sup> of the month must be made by money order or cashiers check. Insufficient funds & returned checks will result in assessment of service fees of \$50, plus all late fees applicable until payment is made by money order or cashiers check. All charges, late fees, utility charges, redecorating fees, application fees, charges for damages, pet fees/rent, security deposits and any other monies due under this lease are defined and treated as rent. All payments received shall first be applied to any outstanding charges (such as late charges, return check charges, utility charges, pet fees/rent, charges for damages, security deposits, application fees, redecorating fees or cleaning service fees) incurred by or on behalf of Renter prior to applying the same to current monthly rent. Any applicable sales tax will be the responsibility of the tenant. **Renter Initials:** \_\_\_\_\_

2. Failure to fulfill contract: In the event Renter fails to take occupancy or vacates prior to the end of the above lease term Renter remains liable for rent and for all associated costs including but not limited to advertising, rental fees/bonuses, cleaning, painting, repairs, court costs, collection costs and legal fees. Owner may, upon Renter default and without releasing Renter, take possession of unit and relet all or a part of it on Renter's account for a term longer or shorter than the period of time of Renter's remaining obligation at a rent higher or lower than rate of Renter's lease. In the event of a default under this lease, each maker authorizes the garnishment or attachment of his/her wages to the fullest extent permitted by law, including without limitation, Florida Statute 222.11(2)(B)(1993) as amended from time to time. If Renter has removed all or a substantial portion of Renter's property from unit, Owner may immediately enter unit to prepare unit for re-renting without any allowance to Renter and such shall not change or end this lease. Renter remains responsible for any costs in excess of monies held. If this lease is placed with an attorney for enforcement, Renter is liable for all costs, including court costs, and attorney's fees incurred, whether suit is filed or not. The parties specifically agree, understand and hereby waive their right to a jury trial in any litigation involving this lease. The parties agree that any action brought under this lease whether by Owner or Renter shall be brought only in the county in which the rental unit is situated and Florida law shall apply.

3. Security Deposit: RENTER SHALL NOT USE SECURITY DEPOSIT AS RENT AT ANY TIME DURING THE LEASE PERIOD. Monies held by Owner as security deposit are deposited into a non-interest bearing escrow account at \_\_\_\_\_ located at \_\_\_\_\_. Renter's security deposit will be accounted for within 30 days of the end of the lease term specified above unless Renter's actions relieve Owner of notice requirements. Owner issues only 1 refund check in one renter's name per unit. Owner will deduct costs of cleaning, painting, carpet cleaning, administrative costs, repairs, etc. associated with Renter occupancy and/or necessary to put unit in ready to rent status. Any unpaid rent, charges, or fees referenced in this lease or parts incorporated by reference are NOT waived & will be deducted from monies held. Time is of the essence regarding all payments and Owner may terminate a lease without notice prior to move in if Renter fails to pay deposit as due. Monies held by Owner as security deposit may increase due to changes in the lease (i.e. the addition of pets or roommates). Renter agrees that if this lease is renewed or re-rented by one or more of the unit's prior Renters, all monies held by Owner as security deposit will carry forward to the new lease and refunds must be a matter handled solely between Renters. Owner will have no obligation or responsibility to inspect or return the existing deposit until required by Florida Statutes. Renter hereby acknowledges receipt of unit in apparent good repair & clean condition; any exceptions must be in writing & delivered to Owner within 7 days of beginning of lease. Any exceptions do not relieve renter of returning the unit in clean, ready to rent condition. **Renter Initials:** \_\_\_\_\_

4. Pets: Pets are not allowed without separate Pet Lease.

5. Repairs: Owner will do all major repairs to maintain the premises and appliances in proper condition. Minor repairs (cosmetic repairs, replacing light bulbs, A/C filters, smoke detector batteries, etc.) are the responsibility of Renter. All requests for service should be called into or delivered to the office. Excessive damages caused by Renter or Renter's guests' negligence or any non-reporting of necessary service repairs will be chargeable

to Renter. Renter is responsible for periodic testing of any smoke detector and prompt reporting to Owner via certified mail of any malfunction of same or the existence of any safety hazard. Failure to do so shall relieve Owner of any responsibility and or liability that might otherwise exist for any related loss that might occur. Denying access to service personnel will result in a fee of \$25 being charged. Any alteration to the interior (painting, carpet, tile, etc.) or exterior (removal of light fixtures, signs, etc.) of unit, including surrounding landscape and property, is FORBIDDEN without the expressed written permission of the Owner. **Renter Initials:** \_\_\_\_\_

6. Assignment of Unit: Renter shall not assign, sublet, or re-rent unit or lease or any part of either without Owner's written consent. Renter must pay \$300 to assign and furnish a qualified substitute. RENTER MUST CONTINUE TO PAY RENT UNTIL RENTER FINDS A SUBSTITUTE. Cleanliness is the responsibility of the assignor and assignee. The security deposit will transfer in an assignment and any adjustments in the amount are the responsibility of the assignment parties. Owner may at its discretion void the assignment and enforce the original lease if the assignee doesn't meet Owner application standards.

7. Roommate Addition: Renter shall not add roommates without Owner's written consent. Any new or additional roommate must be qualified and approved by Owner in Owner's sole and absolute discretion. Additional roommates may require an additional monthly rent based upon increased wear and tear on the unit and/or increased usage of services provided.

7. Occupancy: Occupancy shall be by the lesser of \_\_\_\_ person(s) or as permitted by law. All residents 18 years and older are required to sign the lease. Owner reserve the right to charge for occupancy in excess of one renter per bedroom based upon increased wear and tear on the unit and/or increased usage of services provided. Renter agrees to abide by policies set by Owner for the care and use of the premises and unit. The storage and/or use of personal grills, charcoal or gas, on patios, balconies and/or in common areas requires written approval by Owner. Unit may be used for residential purposes only. There shall be no illegal activity of any kind specifically including, but not limited to, the possession, use, or sale of illegal substances in the unit or on the premises or battery/assault on a Resident, employee or guest on the property. Owner shall not be liable to Renter for any damages resulting from inability to give Renter occupancy of the unit because of holdover or delay in occupancy by the previous resident. Time is of the essence and unit must be vacated no later than the time and date specified in this lease. Lease may not be extended orally or by payment of additional rent.

8. Access: Owner has access at all times in emergencies and at reasonable times to inspect unit, do routine repairs and maintenance and to show unit to prospective purchasers or renters. Locks and keys are property of Owner and may not be changed by Renter. No deadbolt, chain, or slide locks on bedroom doors. After hours lockout service may be available for a fee decided by Owner.

9. Utilities: Renter agrees to pay all utilities associated with occupancy. Renters are responsible for flea control if they have a pet. Refusal of pest control or denied access for any reason that results in pest problems will be remedied at cost to Renter. Renter agrees to pay any utility bills received by Owner on Owner's account plus a monthly \$50 administrative fee for utilities remaining on or reverting to Owner's account during the period of this lease plus five additional days after the lease expires. **Renter Initials:** \_\_\_\_\_

10. Liability. All personal property kept by Renter shall be at Renter's sole risk and Owner is not responsible for loss, damage or inconvenience due to malfunctioning appliances, utilities etc. or for damage to or loss of property of any kind which may be lost, stolen, damaged or destroyed by fire, water, defective refrigeration or otherwise while on or about the leased premises. To the maximum degree allowed by law, Owner is not liable for injury to Renter or anyone in the unit or on the premises with Renter's acquiescence, knowledge or permission, nor does Owner's insurance cover same or their belongings. Renter agrees and acknowledges that protection against criminal action is not within the power of the Owner., and even if security services are provided, those services cannot be relied upon by Renter and shall not constitute a basis for liability in any manner for criminal or wrongful actions by others against Renter or invitees. Renter agrees and acknowledges that Owner shall have no duty to provide any security services to Renter. Renter shall look solely to the public police force for security protection. In the event of any claim, judgment, decree, etc. against Owner, Renter agrees that Renter shall look solely to Owner's interest in the leased premises and in no event shall any other property, real or personal, be subject to levy, execution, enforcement etc. Renter acknowledges that Owner suggests that Renter obtain insurance to cover loss or damage to personal property, personal injury, and liability insurance. Such insurance should name \_\_\_\_\_ as an additionally insured party. **Renter initials:** \_\_\_\_\_

11. Disclosures: 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 & radon testing may be obtained from your county public health unit. Buildings built prior to 1980 are known to contain traceable amounts of asbestos containing materials (ACMs) and lead based paint. ACM's are generally found in original kitchen tile, acoustical ceiling treatments, drywall and joint compound, and original sink undercoatings. These areas of the apartment should not be disturbed and any maintenance issues relating to these areas should be referred to the management office.

12. General: All undersigned Renters are JOINTLY & SEVERALLY LIABLE under this lease regardless of whom else might be occupying the premises, and any Renter is authorized to act for all Renters. Each roommate is legally responsible for the entire rent on the unit i.e. it is not the Owner's duty to locate each individual roommate to collect rent. Owner has the right in its sole discretion to require that all rent payments for entire unit be made in one check, money order, or cashier's check or that multiple payments be made at same time. Renter acknowledges that this Lease for the purposes of renewal of any previous lease for same unit constitutes acceptance of that unit in "as is" condition. RENTER AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE

FLORIDA STATUTES, OWNER. SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE RENTER'S PERSONAL PROPERTY. Interest on any past due amounts owed under this lease, or on any court judgment for money damages, shall accrue at the highest percentage allowed by law without demand and such interest is hereby defined, considered and intended to be additional rent. Renter shall be responsible for and indemnify Landlord against any loss, damage, casualty, cost of repair, maintenance or expense of any kind whatsoever, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident, caused by Renter's wrongful act or negligence, or regardless of Renter's wrongful act or negligence if such fire, flood or accident occurs within the demised premises under Renter's possession and control, whether such may be of known or unknown origin or causation and regardless of whether Renter's wrongful act or negligence is related to any known or unknown suspected origin or causation. Renter acknowledges that if security services are provided, additional fees, including but not limited to, alarm permit fees and false alarm fees may be assessed to Renter and it is Renter's responsibility to pay for such additional fees and to comply with all governmental regulations regarding security alarm systems. Renter acknowledges that certain services may be provided, such as, but not limited to cable, internet, phone, and Owner will not be liable for any interruption of, malfunction of or damage resulting from these additional services. Renter must comply with all governmental regulations for services such as phone, cable and internet. Renter's obligations to provide guaranties, proof of income, or pay security deposits are stipulated and understood not to constitute conditions precedent to this Lease being fully effective and binding on undersigned Renters but are requirements which must be met before Renters can physically occupy the unit; the failure of any or all undersigned Renters to provide any such requirements shall not operate to void or negate this Lease and Renters' monetary obligations in any way. Renter understands that this Lease will become effective when the application for residency required by Owner is approved by Owner. Renter acknowledges receipt of the Rules and Regulations and Declaration of Condominium for Barclay Place, a Condominium which are part of this lease and incorporated by reference. Renter acknowledges that any future addendums and guaranties to this lease are part of this lease and incorporated by reference. The undersigned Renters have read, understand, and agree to these and such other policies as Owner. feels are necessary in its good faith judgment to ensure harmonious operation. **Renter initials:** \_\_\_\_\_

This agreement is the entire understanding between the parties and shall NOT be altered orally. The waiver of any clause of this lease is not a continuing waiver nor a waiver as to the entire lease.

Renter #1 _____ Print Name		Renter #2 _____ Print Name	
Renter #1 _____ Signature	_____ Date	Renter #2 _____ Signature	_____ Date
_____ Witness	_____ Date	_____ Witness	_____ Date
Renter #3 _____ Print Name		Renter #4 _____ Print Name	
Renter #3 _____ Signature	_____ Date	Renter #4 _____ Signature	_____ Date
_____ Witness	_____ Date	_____ Witness	_____ Date
Management/Date _____		Witness/Date _____	

Application Fee (Non-refundable): \$ _____ paid on _____	Redecorating Fee (Non-refundable): \$ _____ due on _____	Additional Deposit: \$ _____ due on _____
Security Deposit: \$ _____ due on _____ OR \$ _____ carried over from renewal. _____ paid on _____		
First Month's Rent: \$ _____ due on _____ for rental period from _____ to _____		
Last Month's Rent: \$ _____ due on _____ for rental period from _____ to _____		
Renter understands and agrees that security deposit is not to be used as rent and is not rent. Any non-payment of last month's rent (or any other month's rent) will accrue all fees and charges as established in this lease as well as potential outcomes designated in Florida Landlord Tenant Law. <b>Renter Initials:</b> _____		