

Residential Lease

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, PART 11, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

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 including telephone numbers)
_____ (“Tenant.”)

2. **PROPERTY RENTED.** Landlord leases to Tenant the land and buildings located at _____,
(street address)
Florida _____ together with the following furniture and appliances [List all
(zip code)
furniture and appliances. If none, write “none.”] (In the Lease, the property leased, including furniture and appliances, if any, is called “the Premises”): _____

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 _____ and ending _____ (the “Lease Term”).
(month, day, year) (month, day, year)

4. **RENT PAYMENTS, TAXES AND CHARGES.**
Tenant shall pay total rent in the amount of \$ _____ for the Lease Term. The rent shall be payable by Tenant 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.)
- weekly, on the _____ day of each week. (If left blank, on Monday of each week.) in the amount of \$ _____ per installment.

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

Payment Summary

- If rent is paid in installments, the total payment per installment shall be in the amount of \$ _____.
- If rent is paid in full, the total payment shall be in the amount of \$ _____.

All rent payments shall be payable to _____
(name)

at **9265 White Blossom Way, Tallahassee, FL 32309.**
(address)

- 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 _____ through _____ in the amount _____
(date) (date)
of \$ _____.

and shall be due on _____. (If rent paid monthly, prorate on a 30 day month.)
(date)

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 with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check or official bank check or cash or other (specify) _____, and to pay bad check fees in the amount of \$30.00 (not to exceed the amount prescribed by Florida Statutes section 68.065).

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

9265 White Blossom Way, Tallahassee, FL 32309
_____ (address)

First <input type="checkbox"/> month's <input type="checkbox"/> week's rent	\$ _____	due _____
Prorated rent	\$ _____	due _____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____	\$ _____	due _____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent	\$ _____	due _____
Security deposit	\$ _____	due _____
Additional deposit- Pet- NON-REFUNDABLE	\$ _____	due _____
	\$ _____	due _____
Other _____	\$ _____	due _____
Other _____	\$ _____	due _____

6. **LATE FEES.** (Complete if applicable)

In addition to rent, Tenant shall pay a late charge in the amount of \$5.00 for each day rent payment made 5 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly). For paid after the 5th of each month an automatic \$25.00 late fee applies.

7. **PETS.** Tenant may may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this Paragraph are permitted on the Premises.

(Specify number of pets, type(s), breed, **maximum adult weight of pets is 20 pounds.**)

8. **NOTICES.**

All notices must be sent to

Ann Payne at 9265 white Blossom Way, Tallahassee, FL 32309 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 shall be given by U.S. mail or by hand delivery.

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.

9. **UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises.

10. **MAINTENANCE.**

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 with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

- L__ roofs
- L__ windows
- T__ screens
- L__ steps
- T__ doors
- L__ floors
- L__ porches
- L__ foundations
- L__ plumbing
- L__ structural components
- L__ heating
- L__ hot water
- T__ running water
- L__ locks
- L__ electrical system
- L__ cooling
- L__ smoke detection devices
- T__ garbage removal/outside receptables
- extermination of rats, mice, roaches, ants and bedbugs**
- L__ extermination of wood-destroying organisms
- lawn/shrubbery**
- T__ air filters
- T__ ceilings
- T__ interior walls

Other (specify) see deposit agreement

Tenant shall notify Ann Payne at 9265 White Blossom Way, Tallahassee, FL 32309 or Dannie Hale at 850-509-4388 of maintenance and repair requests.

11. **ASSIGNMENT.** Tenant may may not assign the lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. **KEYS AND LOCKS.** Landlord shall furnish Tenant

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

14. **MILITARY/U.S. CIVIL SERVICE.** Check if applicable.

In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 30 days advance written notice and a copy of the transfer order.

15. **LANDLORD'S ACCESS TO THE PREMISES.** As provided in Chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statutes, Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- a. At any time for the protection or preservation of the Premises.
- b. After reasonable notice to Tenant at reasonable times 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 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.)

16. **USE OF THE PREMISES.** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting 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. 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.

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

- a. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- b. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

18. **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 same, and/or remedies available to the parties.

19. **SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

20. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. 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.

21. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant

22. **TENANT'S PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.**

23. **ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.

24. **MISCELLANEOUS.**

- a. Time is of the essence of the Lease.
- 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 understanding of the parties and may not be changed or terminated orally.
- d. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- e. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- f. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- g. 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.
- h. Tenant shall be limited to 2 cars on premises.

25. EXECUTION.

Executed by Landlord

Landlord's Signature

Date

Landlord's Signature

Date

Executed by Tenant

Tenant's Signature

Date

Tenant's Signature

Date

MOISTURE AND MOLD DISCLAIMER AND WAIVER

Whether or not you experience mold growth in your apartment unit depends largely on how you manage and maintain your household, and it also depends on your prompt a diligent notification to management or maintenance of conditions requiring our attention. Our responsibility as apartment management must be limited to things that we are aware of, and that we can control.

The maintenance and repair responsibilities of management are as set out in your lease agreement. Your responsibilities of maintenance and repair within your apartment unit, and your responsibility to notify management concerning conditions in need of maintenance or repair within your apartment unit and building, are also set out in your lease agreement.

We, the apartment management, will not be responsible for any damages caused by mold, or by some other agent, to your, the Tenant(s), your invitees, or to third parties that may be caused, in whole or in part, by your failure to clean, repair, and maintain your apartment unit, or to promptly notify management of conditions in need of repair or maintenance anywhere in the apartment building. We will not be responsible for any damage caused by mold growth or mold presence that is unknown to management. Damage includes, but is not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects.

The undersigned Resident(s) hereby expressly waives any implied warranty of habitability in regards to claims occasioned by mold or mold spores in the Resident's apartment unit or in the apartment building. This waiver applies to any exposure to mold caused in whole or in part by an affirmative action of the Resident's failure to notify management resulting in mold growth, or management's lack of knowledge concerning mold growth or old presence anywhere in the apartment building.

This notice, disclosure and disclaimer agreement is hereby appended to and made a part of your lease agreement. The consideration for this agreement shall be the same consideration as stated in the lease. Should any term or provision of this agreement be ruled invalid unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of this notice, disclosure and disclaimer agreement. I have carefully read and reviewed its terms, and I agree to its provisions.

Resident

Date

Resident

Date

Resident

Date

SECURITY DEPOSIT AGREEMENT

RECEIVED from the following:

TENANT/DATE	AMOUNT PAID

as Security Deposit for the premises located at _____

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING:

- 1) The full term of the lease has expired.
- 2) A written notice of intent to vacate has been given a full calendar month prior to vacating the unit and tenant vacates no later than the termination date specified in the lease.
- 3) There is no damage to the unit beyond normal wear and tear as determined by the landlord.
- 4) The entire unit including range hood, oven, refrigerator/freezer, bathrooms, closets and cupboards (remove shelving paper) and ceiling fans are in a satisfactory, clean condition. The air filter must be clean.
- 5) All debris, rubbish and discards have been removed from the unit and properly disposed.
- 6) The entire unit is vacuumed and the carpet steam-cleaned. Do not shampoo carpets.
- 7) Refrigerator/freezer is empty, clean and defrosted (leave doors ajar).
- 8) There are no unpaid amounts due including rent, late charges, maintenance charges, etc.
- 9) All keys are returned.
- 10) A complete forwarding address has been left with the landlord.
- 11) Upon move out, it is agreed, that a seventy five (\$75.00) cleaning fee will be deducted from the Security Deposit.

Appropriate charges will be imposed on the security deposit for any of these conditions not met or for any subsequent damage resulting from failure to follow these rules. Within 15 days you will receive your full refund or notification of a claim against the security deposit. The security deposit can not be used as rent. The security deposit refund check will be mailed to the forwarding address provided in the thirty (30) day notice to vacate. If no address is given in notice, then the security deposit will be mailed to the permanent address noted in the lease agreement.

IF APPLICANT IS ACCEPTED AND DOES NOT ENTER INTO A LEASE AGREEMENT, SECURITY DEPOSIT WILL BE FORFEITED.

TENANT SIGNATURE/DATE	LANDLORD SIGNATURE/DATE
1.	1.
2.	
3.	
4.	

REPAIR AND MAINTENANCE AGREEMENT

You as the tenant are obligated to take reasonable care of the premises. The Landlord is not responsible for repairs necessitated by you or your guests' abuse or neglect of the unit. Please be advised that:

1. All damages which could conceivably lead to further secondary damage **MUST BE REPORTED IMMEDIATELY**. If you fail to do so, you will be responsible for the costs of repairing the secondary damage.
2. Do not flush any personal items down the toilet. Also, dispose of kleenex or other tissue in the wastebasket whenever possible. If we are called to unclog a toilet and there is nothing wrong with the toilet itself, you will pay. Almost all clogged toilets are the result of improper use and not toilet malfunction.
3. If the toilet overflows you must immediately turn the water off. The cutoff valves are under the toilet bowls.
4. The disposals are not designed to handle bones or large chunks of food. Use your trash can for these. If your disposal malfunctions because you have put such items in it, you are responsible for repairs. If your disposal stops, please try the reset button before calling us. Be sure to run the water when using the disposal. (Also we have found that potatoe skins and tomato skins will clog the disposal as they are too fine to process.)
5. Do not put food in the dishwasher. Most of the dishwasher problems we have had are a result of food clogs. Also, if you break a dish you must get all broken pieces out. If your dishwasher fails due to food, broken dishes, or other tenant-caused clogs/you are responsible for repairs.
6. HINT: To avoid dishwasher problems, 1) run your sink faucet until the water gets very hot, then turn the dishwasher on; and 2) run your garbage disposal after every time you run the dishwasher.
7. If your refrigerator appears to start leaking, check the drain pan underneath and empty if full. Not closing the refrigerator door properly can cause the pan to overflow.
8. During the winter, you are responsible for taking reasonable care to assure the water pipes do not freeze. In below freezing temperatures, leave your faucets dripping. Upon leaving for winter holidays, you must leave heat on at least 52 degrees Fahrenheit.
9. As a courtesy, please advise Landlord as to when you are going to be gone from the unit during holidays or when you plan to be out of town for more than a week.
10. Air filters must be changed once a month. **Landlord will not provide filters.**

THE HEREIN ADDENDUM IS MADE AN INTEGRAL PART OF THE LEASE BETWEEN LANDLORD AND THE UNDERSIGNED TENANT(S) DATED _____ FOR PREMISES LOCATED AT _____

TENANT SIGNATURE/DATE	LANDLORD SIGNATURE/DATE
1.	1.
2.	
3.	
4.	