

LEASE AGREEMENT

Lessor:

Lessee(s):

Leased premises:

This agreement between Lessor and Lessee entered into upon this date and in consideration of a monthly rent in the amount of \$ _____ plus any applicable sales taxes Lessor grants possession of the Leased Premises to Lessee to commence:

Start date: _____

First month's rent in the amount of \$ _____ to be paid on signing. Henceforth rent shall be payable on or before the first day of each month.

Security deposit in the amount of \$ _____

Last months rent in the amount of \$ _____

Total received on this date: \$ _____

Method of rent payment. Rent henceforth to be paid by: (check all that apply)

cash **personal check** **money order or cashier's check**

payable to _____ and delivered to _____
landlord address

auto debit: Tenant Bank: _____ Address: _____

Routing No. _____ Account _____

Direct Deposit: Landlord Bank: _____ Address: _____

Routing No. _____ Account _____

Liquidated damages: Tenant shall pay liquidated damages of two months' rent for early termination of the tenancy without having provided written notice of termination.

Fees: There will be charge of 10% on all rents not received on or before the date on which it is due, plus \$50/day until paid. There shall be a fee of \$100.00 for each 3 day or 7 day notice posted on the premises. There will be a \$50 fee for any dishonored payment. All of which shall be considered additional rent.

Initials _____ Landlord _____ Tenant

LEASE TERMS

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. Any maintenance performed by landlord due to failure of tenant to maintain premises will be assessed as additional rent. Lessee shall promptly notify Lessor of any condition requiring repair and be held strictly liable for any damage consequent to the failure to so notify Lessor.
2. Mold: Lessee shall maintain the leased premises at no more than 55% humidity. Lessee shall promptly notify Lessor of any leaks or evidence of mold and be held strictly liable for any damage consequent to the failure to so notify Lessor.
3. Parking: Tenant is entitled to the use of one assigned parking space.
4. Utilities: Lessees shall pay all municipal fees (water, sewer, trash), assessments, and utilities during the lease term.
5. No subletting: 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 for more than one week without lessors written consent.
6. Smoking/ vaping is prohibited. Smoking in the leased premises shall be deemed a material breach of the lease.
7. No pets. Pets of any sort in the leased premises shall be deemed a material breach of the lease.
8. Compliance: Lessee agrees to comply with all applicable laws in relation to their use and occupancy of the Leased Premises and shall not perform any act which increases risk of casualty to the leased premises and agrees to indemnify Lessor for any liability or expense incurred in relation to such, including attorney's fees.
9. Lessee shall maintain renter's liability insurance on the premises in an amount not less than \$_____.
10. 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.
11. Lessee grants lessor a lien on any tax refund for any amounts due and owing.
12. 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.

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13. The terms of this lease may only be changed by written agreement signed by both of the parties.

14. **AGREEMENT AS TO THE DISPOSITION OF ABANDONED PROPERTY:** PURSUANT TO FLORIDA STATUTES CHAPTER 83 SECTION 67.3, THE UNDERSIGNED LANDLORD AND TENANT HEREBY AGREE TO THE FOLLOWING: TENANT AGREES THAT UPON A SURRENDER OR ABANDONMENT OF THE LEASED PREMISES AS DEFINED BY FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. ABANDONMENT SHALL NOT BE PRESUMED UNLESS THE TENANT HAS BEEN ABSENT FROM THE PREMISES FOR A PERIOD OF AT LEAST FIFTEEN DAYS.

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

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DISCLOSURES:

- A. 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.

- B. 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.

- C. 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.
 - 1) 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.
 - 2) 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.
 - 3) 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.
 - 4) Lessor is aware (see attached explanation) not aware of any other problems resulting from moisture/water/condensation/humidity intrusion or leak.

16. I authorize landlord to run a credit report background check on me.

17. I have read this lease agreement in its entirety and I understand and agree to each and every term herein.

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

SIGNATURES

By _____ Lessor Date: _____

Phone Number: _____ Email Address: _____

By _____ Lessee Date: _____

SSN: _____ DOB: _____

Phone Number: _____ Email Address: _____

I am **not** on active duty in the service of military forces of the United States of America
 I am " " "

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