

LEASE AGREEMENT

1/16

1. PROPERTY RENTED: Address _____
Effective Date _____
Rental Rate\$ _____ Discount if paid before the 1st of each month\$ _____
Deposit required\$ _____ Non-refundable portion\$ _____ Refundable portion\$ _____
Pet Deposit\$ _____
Additional Rent in Advance\$ _____
Between _____ hereinafter referred to as the LANDLORD and
_____ hereinafter referred to as the TENANT,
concerning the lease of the described property listed above together with the following appliances
_____ is agreed to by and shall bind the TENANT, its
heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to
whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its
heirs, assigns or representatives and/or any agent(s) designated by the owner(s).

2. TERM OF LEASE: Beginning _____ to _____. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, and a new beginning date cannot be agreed upon, this lease will be voided without LANDLORD or TENANT being liable for any expenses caused by such delay or termination.

3. OCCUPANTS: Only the approved individuals listed on page 5 shall occupy the premises unless written consent of the LANDLORD is obtained. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 15 days.

4. PRORATED RENT: TENANT agrees to pay the sum of \$ _____ as prorated rent for the period of _____ to _____. If after signing this lease and receiving the keys, TENANT takes possession by moving any of their possessions onto the premises prior to the lease beginning date, TENANT agrees that this lease is amended to begin on such date and rent will be prorated to this date.

5. RENT: TENANT agrees to pay the monthly rent by the 1ST day of each month in advance without demand. Rent must be received by LANDLORD or deposited in the designated bank account **on or before** the due date. **Additional rent of \$25.00 plus \$5.00 per day thereafter shall be due if TENANT fails to make rent payments on or before the 5TH day of each month.** If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$25.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a Three Day Notice on the next day or any day thereafter as allowed by law. **A posting fee of \$25.00** will be charged as additional rent for all legal notices posted at the property because of noncompliance with any of the terms of this lease. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease.

6. PAYMENT APPLICATION: All payments made shall first be applied to any outstanding balances of any kind including additional rent charges and/or any other charges due under this lease.

7. PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a proof of liability insurance.

8. SECURITY DEPOSIT: TENANT agrees to pay the LANDLORD a security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any moneys owed by TENANT under the lease or Florida law, physical damages to the premises, and attorney's fees associated with TENANTS failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension), the deposit will be applied to the costs of releasing the rental premises. TENANT will still be responsible for unpaid rent, physical damages, future rent due, costs associated with finding a new tenant, costs to offset Owners releasing expenses, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be deposited in a separate non interest bearing account with **Vystar Credit Union**. Deposit refunds shall be made by U.S. mail, as provided by law, and made out in names of all TENANTS in one check.

9. ASSIGNMENTS: TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

10. APPLICATION: Any misrepresentation made by the TENANT on the application will be a material breach of this agreement and LANDLORD may terminate the tenancy.

11. ALTERATIONS: TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

12. USE OF PREMISES: TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Premises are to be used and occupied by the TENANT for only residential, non business, private housing purposes only. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD.

13. RISK OF LOSS: All TENANTS' personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure Insurance for personal property.

14. DEFAULT: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANTS violation of any other term, condition or covenant of this lease or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT. Upon default, rent due for the remaining term of this lease is accelerated and immediately due. TENANT shall owe this rent and LANDLORD may begin eviction procedures, after proper notice is given under Florida law. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate.

15. UTILITIES: The TENANT agrees to pay all charges and deposits for all utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. If the utilities, for which TENANT is responsible, are still in Landlord's name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated.

16. VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are allowed on or about the premises without Landlord's prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the TENANT, guest or invitee of TENANT.

17. TRAMPOLINES / POOLS: Trampolines and/or pools are not allowed due to Homeowners Insurance regulations.

18. MAINTENANCE: TENANT agrees to accept the condition of the premises in "AS IS" condition with no warranties or promises expressed or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy; keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: **A/C FILTERS, DRAIN STOPPAGE, EXTERMINATION/PEST CONTROL (EXCEPTION OF WOOD DESTROYING ORGANISMS) LAWN/SHRUBBERY, EDGING, CLEANING OF GUTTERS, LOCKS/KEYS, SCREENING, SMOKE ALARM(S), WINDOW/DOOR GLASS, AND TRIPPED CIRCUIT/GFI BREAKERS.** In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance needed. There will be a no show charge of \$50.00 for any appointment made with a vendor for repairs not kept. In the event a major repair must be made to the premises which will necessitate the LESSEES vacating the premises, LESSOR, may at its option terminate this agreement and LESSEE agrees to vacate the premises holding LESSOR harmless for any damages suffered, if any.

19. SMOKE DETECTORS / ALARMS: TENANT agrees that they shall immediately test the smoke detector and shall maintain same, holding LANDLORD harmless in the event of failure of such devices.

20. VACATING: Landlord or Tenant will give written move out notice not less than 30 days prior to the end of this lease. At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear accepted. TENANT agrees to have the carpeting cleaned professionally upon move-out (receipt required) or TENANT will incur a minimum carpet cleaning charge of \$175.00. In the event all keys are not returned upon move-out, there will be a minimum charge of \$90.00. If the premises are not left in a clean condition including bathrooms, fixtures (replacing light bulbs, batteries for smoke detectors), appliances (including drip pans), garage and lawn, there will be a minimum cleaning charge of \$175.00. TENANT agrees that these charges (which include service call fees) will be deducted from the security deposit.

21. RENEWAL: If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy. Termination of the tenancy shall occur on the last day of the month. Notice from TENANT to LANDLORD must be made by certified mail or hand delivery. All other conditions of this lease shall remain in effect. Failure to give above stated notice by TENANT prior to the end of the lease or any month to month period will result in additional liability to the TENANT for the following full monthly rental period. If TENANT fails to vacate after the initial term, or any successive consensual periods after termination, TENANT shall additionally be held liable for holdover (double) rent.

22. RIGHT OF ENTRY: LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale or "For Rent" signs on the premises at any time.

23. CONDEMNATION and ACTS OF GOD: If for any reason the premises are condemned by any governmental authority, or destroyed through fire, act of God, nature or accident, this lease shall at LESSOR'S option cease and shall terminate as of the date of such condemnation, damage or destruction and LESSESS hereby waives all claims against LESSOR for any damages suffered by such condemnation or destruction.

24. WAIVERS: The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

25. INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws statutes, ordinances or regulations.

26. INTEGRATION: This lease and exhibits and attachments if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

27. MODIFICATIONS: No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

28. RADON GAS: State law requires the following notice to be given: "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 public health unit."

29. MOLD MILDEW: Tenant acknowledges that the premises is located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for proper ventilation and dehumidifying the premises and the contents to retard and prevent mold and mildew and that the Manager/Landlord shall not be responsible for damage from mold or mildew to the premises or the personal property of the Tenants. Property owner or agent or Property Manager reserves the right to terminate the tenancy and TENANT(s) agrees to vacate the premises in the event the Property owner or agent or Property Manager in their sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold.

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

ADDITIONAL STIPULATIONS:

_____TENANT	_____
_____TENANT	OWNER or MANAGER
_____TENANT	_____

Today's Date:_____

Names and ages of additional occupants:

Description of allowable Pets_____ **None**_____