

Residential Lease (SAMPLE)



This agreement, made this ____ day of _____ 200__, between _____ hereinafter referred to as the LANDLORD, through its agent and _____ hereinafter referred to as the TENANT, concerning the lease of the following described property: _____ 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).

TERM OF LEASE: LEASE TERM. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the lease may be voided at LANDLORD'S option without LANDLOR being liable for any expenses caused by such delay or termination.

OCCUPANTS: Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained:
TENANTS NAMES _____ A reasonable number of guests may occupy the premises without prior written consent if stay is limited to **7 days**.

PRORATED RENT: TENANT agrees to pay the sum of \$0 as prorated rent for the period **(day) to (day)**. *[APPLIES WHEN MOVING IN AFTER THE FIRST OF THE MONTH]*

ADVANCE RENT: TENANT agrees to pay the sum of \$NA as advance rent representing payment for the last month of lease term or any renewal.

RENT: TENANT agrees to pay the monthly rent amount of \$ _____ on the **1ST** day of each month in advance without demand at **Flarent Inc., 274 Wilshire Blvd., Ste 282, Casselberry, FL 32707** Phone number (407) 339-5797. Rent must be received by LANDLORD or its designated agent on or before the due date weekends and holidays do not make this policy exempt. Rent payments sent through the mail or drop box are at the tenant's sole risk. A late fee of **5% of rental amount** plus **n/a** per day shall be due as additional rent if TENANT fails to make rent payments on or before the closing of business on the **4th** day of each month. **All payments received after the due date of the 1st. are to be made in money order or cashier's check.** Cash payments are not accepted. 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 \$30.00 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. All signatories to this lease are jointly and severally responsible for if faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address above by certified mail.

PETS: TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S prior written approval and a **PET ADDENDUM** signed by all parties. *[ADDENDUM TO BE ATTACHED IF THERE IS A PET]*

SECURITY DEPOSIT: TENANT agrees to pay LANDLORD the sum of \$ _____ as 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 monies owed by TENANT under the lease or Florida law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S 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 forfeited as special liquidated damages to cover the costs of relenting the rental premises. TENANT will still be responsible for unpaid rent, physical damages, future rent due, 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 held in the following manner: Deposited in a separate non interest bearing account **Bank of America, P.O. Box 25118, Tampa, FL 33622** statutory law, 83.49(3) provides:

(3)(a) Upon vacating of the premises for termination of the lease, it the landlord does not intention to impose a claim on the security deposit, the LANDLORD shall have 15 days to return the security deposit together with interest if otherwise required, or the LANDLORD shall have 30 days to give TENANT written notice by certified mail to the TENANT last known mailing address and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of = upon your security deposit, due to ----. It is sent to you as required by s. 83.49(3),

Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorize to deduct my claim from your security deposit. Your objection must be sent to (landlord's address). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the TENANT objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the LANDLORD may then deduct the amount of his claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes. Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.

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.

APPLICATION: If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

FIXTURES AND 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.

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. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted.

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.

DEFAULT: (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local 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, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease or a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

ATTORNEY'S FEES: If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. TENANT waives the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

Initials_____

UTILITIES: LANDLORD is responsible for providing the following utilities: NONE. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Any utilities or services not in your name are subject to be discontinued without notice. Garbage and trash removal is considered a utility under this lease.

VEHICLES: Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo /homeowner association's rules, if applicable. 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 guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises:

MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenable condition throughout the tenancy; keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, and 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, EXTERMINATION, LAWN/SHRUBBERY, LOCKS/KEYS, SCREENING, SMOKE ALARM (S), and GARAGE DOOR TRANSMITTERS. 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; maintenance performed or repairs in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same.

VACATING: 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 excepted. TENANT agrees to have the carpeting cleaned professionally upon move out or will incur a minimum carpet cleaning charge to be deducted from the security deposit in the amount of \$75.00. In the event all keys are not returned upon move out, there will be a minimum charge to be deducted from the security deposit in the amount of \$25.00. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$150.00 if unit is not cleaned to owner's satisfaction.

AUTOMATICALLY RENEWAL TERM OF LEASE: This lease automatically renews itself for (up to five) twelve (12) month periods on each yearly anniversary date, (the monthly date the lease began), **unless either party (LANDLORD or TENANT) gives the other 60 days written notice (prior to the end of any lease ending date or rental period), of their desire not to renew this lease for another 12 months.** Notice from either party, TENANT or LANDLORD must be made by certified mail. Said notice shall be deemed complete when it is placed in the mail, certified mail, return receipt requested to the address of the property, if by LANDLORD or the LANDLORDS address described herein if by TENANT. Termination of a tenancy shall occur on the last day of the month. Verbal notice is insufficient under any circumstances. If the TENANTS choose not to renew this lease as herein described, then TENANTS must surrender possession and move out of the premises at the end of the original term of lease or any renewals. The rent shall increase on each yearly renewal anniversary date in the amount of \$25.00 per month, or any other amount as dictated by the LANDLORD. Should the LANDLORD not dictate a different amount to the TENANT in writing at least 60 days prior to the yearly renewal anniversary date then the renewal rent shall increase by \$25.00 per month on each anniversary date as outlined above. 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.

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.

Initials_____

CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION: If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there is hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or owner. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect.

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.

INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of loss, property damage, cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD for any injuries or damages to the person or property of any persons, caused by 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. In the vent of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent, its heirs, employees and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute concerning the tenancy or the security deposit.

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.

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.

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."

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: *Any other exemptions to the lease which may apply will be listed here. Standard and is in every lease with rent over \$800.00. TENANT agrees to a non-refundable charge of \$50.00 to be deducted from the holding deposit for filming of the property just prior to your move-in.*

- A. Lead base paint disclosure pertaining to properties build prior to 1979. Warns of the possibility of paint containing lead
- B. If Landlord provides pool care. Tenant is responsible for misuse of equipment and pool.
- C. If Landlord provides lawn service, tenant is responsible for watering, weeding, and brush trimming of lawn.

_____ OWNER or AGENT FOR OWNER

_____ TENANT

_____ WITNESS

_____ WITNESS

_____ WITNESS

_____ TENANT

_____ WITNESS

This lease has been prepared by attorney or the owner of the property (Preparer will be stated here)

Initials_____

DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802).
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on, near or within sight of the premises.
3. Resident or member of the household **will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

RESIDENTS INITIALS: (_____) (_____) (_____) (_____)

**FORM PROVIDED BY
LAW OFFICES OF
HEIST & WEISSE, P.A.
1-800-253- 8428**

Initials _____

SMOKE DETECTOR & FIRE EXTINGUISHER AGREEMENT

I (we) do hereby acknowledge receipt of ____ smoke detection devices and ____ fire extinguisher(s) in good working condition and properly installed.

REPAIR. I (we) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent of any defect in writing.

MAINTENANCE. I (We) agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.

REPLACEMENT. I (We) agree to reimburse owner or agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guests or invitees.

DISCLAIMER.

I (We) acknowledge and agree that owner or agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s)

I (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by

- (1) My failure to regularly test the smoke detector(s) and/or fire extinguisher(s):
- (2) My failure to notify owner or agent of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher(s):
- (3) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or
- (4) false alarms produced by the smoke detector(s).

TENANT

TENANT

TENANT

TENANT

DATE

DATE

**FORM PROVIDED BY:
LAW OFFICES OF
HEIST & WEISSE, P.A.
1 800 253 8428**

Initials_____

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN (*OWNER OR AGENT*) AND (*TENANTS*) FOR THE PREMISES LOCATED AT (*PROPERTY ADDRESS*)

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all molds is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISH WASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT DRY CLOTHES BY HANG DRYING INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

Initials_____

TENANT(S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/ TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENTS LEAKS
- LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event owner or agent in its 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 growth.

INSPECTIONS: TENANT(S) agrees that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) will be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

HOLD HARMLESS: If the premise is or was managed by an agent of the Owner, TENANT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM; THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Owner or Agent for Owner

DATE

DATE

Initials_____

FLA RENT INC.

March 9, 2009

(TENANTS NAMES LISTED HERE)

RE: *(PROPERTY ADDRESS)*

Congratulations!

Your application has been approved. We look forward to having you as our tenant(s). Your leasing agent should have given you an appointment to sign your lease upon acceptance of your application. In the event you do not have an appointment with your leasing agent please calls us on receipt of this letter.

Our regular office hours are 9:00 a.m. to 5:00 p.m. Monday through Friday. The office is not open on weekends. The office phone number is 407-339-5797. Anyone who answers the phone will try to help you, but it would be best to ask for your property manager.

The property manager assigned to oversee your property is _____. I am enclosing a couple of his business cards for easy reference. He/She should be your first contact. If he is unavailable you may leave a message in his/her voice mail, and he/she will return your call.

Upon executing your lease your holding deposit shall be applied to the required security deposit with (1) exception, on all properties over the monthly rental amount of \$800.00 the holding deposit is disbursed as follows:

**\$50.00 non-refundable will be applied to filming of the property
Balance of holding deposit will become tenant(s) security**

Your Holding Deposit if paid by person check, **IS TO BE IMMEDIATELY BE REPLACED WITH A BANK CHECK.** No cash will be accepted.

PLEASE NOTE YOUR FIRST MONTHS RENT IS TO BE PAID IN MONEY ORDER OR BANK CHECK. NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED. IF YOU ARE MOVING IN AFTER THE 10TH OF THE MONTH THE FIRST FULL MONTHS RENT IS PAYABLE WITH THE PRORATE RENT AT MOVE-IN. YOU MAY WISH TO INQUIRE ABOUT OUR DIRECT MONTHLY WITHDRAWAL OF YOUR RENT INSTALLMENT AFTER THE FIRST PAYMENT OF A FULL MONTHS RENT.

Your rent is payable with a person check (after the initial rent of the 1st months occupancy) up and through the closing of business on the 1st day of the month. If paid after the closing of business on the 1st only Money Order or Bank Check will be accepted. Weekends and holidays do not make this policy exempt. Please make sure your name and address are on your check or money order so that your payment can be properly credited to your account.

Many of our tenant(s) choose to pay their rent through internet banking. If you choose this as a payment option the bank check must reach this office not later than the 4th of the month. Late fee are assessed on the 5th day of the month. Please be sure you give your bank the appropriate time to get your rent received within the grace period.

Sincerely,
Flarent, Inc.

Utilities are to be in your name. Please have the change over done by the date of your move-in. Any utilities or services not in your name are subject to be discontinued without notice.

UTILITIES AND SERVICES:

(UTILITY COMPANIES WITH PHONE NUMBERS LISTED HERE)

*1488 Seminola Boulevard
Casselberry, FL 32707
407-339-5797*

Initials_____

TENANT INFORMATION

THANK YOU for renting through FLARENT, INC. It is a pleasure to welcome you as our tenant. The properties we manage are kept in a clean and well-maintained condition. This may be what attracted you to the property in **«PADDRESS»**. Our aim, on behalf of the owner of the property, is to give you quality property management service. In return we look forward to your being a responsible tenant who pays the rent on time, takes care of the property, and enjoys the place you have rented. We believe that if you are familiar with some of your obligations and responsibilities, most misunderstandings will be avoided and consequently, a better relationship will be established between us.

We are managers for the owners of rental properties and bound by legal contracts with them, as well as with our tenants.

We believe we can best serve the interest of the owners by offering complete, courteous, and prompt service to you, the tenant. However, both parties to any lease or rental transaction have certain obligations and responsibilities. You are requested to read your lease agreement. We will be happy to answer your questions.

SHORT TERM LEASE: Flarent, Inc. does not subscribe to a short term lease (less than 6 months). A lease term that is over 6 months but less than 12 months is the minimum length lease that will be written. If you have elected to enter the minimum period lease your rent will be at a higher monthly rate for the privilege of having less than a one year lease.

INITIAL FULL INSPECTION: Your property manager and you (new tenant) will do the move-in inspection together before any furniture is moved in and after the make ready condition of the property is completed. The inspection form will be completed by the property manager and signed by you the tenant. This form is used to evaluate the condition of the property when you move in, and will be also used as a reference when you move out. This does not apply if you are currently renewing. The move-out inspection will be preformed by a check list person, your agent and you are not included in this inspection.

OCCUPANCY AND ROOMMATES: If you are renting the premises with other Tenants, remember that you are each jointly and severally responsible for the entire Lease Agreement. Do not incorrectly assume that if you pay “your” part of the rent then you are relieved from any further responsibility. The rent in one amount. It is not divided up and apportioned to each Tenant individually. If one Tenant causes a default, the consequences can affect all other Tenants.

If you desire to have additional persons live on the premises you should contact your property manager first. As per guidance from the United States Department of House and Urban Development (HUD), maximum occupancy is two persons per bedroom.

Also, a separate application is required for each adult, 18 years of age or older, intending to occupy the premises. Any new applicant must be qualified just as you were. If an occupant vacates the premises during the term of the lease, they and/or any remaining Tenants should immediately notify the Management office in writing of this change. This could affect how the security deposit is held or later how it is disbursed.

EMERGENCIES: Occasionally you will need to contact your property manager when the office is not open. You should call the office number, 407-339-5797, choose the emergency option, and then leave your message. As soon as you hang up the phone, an on-call person will be paged and will return your call shortly. Help is only a phone call away. However, not every problem can be solved immediately. You have a responsibility to take reasonable steps to protect not only your personal property, but also the owner’s property until additional help arrives.

Example 1: If your refrigerator quits cooling, it is your responsibility to take steps to protect your personal items – i.e. food, medicines, etc. – from spoiling. The owner’s liability insurance will not cover your loss. Call the office immediately, but do not assume that a service call will be made within a few hours. It may take longer to have the appliance repaired or replaced.

Example 2: If you have a flood resulting from an air conditioner drain – i.e. water pipe leak or sewer line backup – it is your responsibility take reasonable steps to keep the problem from getting worse: turn off the AC system, shut off the water, don’t continue putting water etc. into the sewer. Also, do what you can to protect your personal property from damage. The owner’s liability will not cover your loss.

If you have questions about what to do, it is better to call us than no to call.

Initials_____

INSURANCE: Neither the Owner's nor Management's liability insurance covers you or your personal property. You are responsible for obtaining renter's insurance to protect you and your property. Refer to examples above under "Emergency".

PAYMENT POLICY: All payments due to Flarent, Inc. should be made by Money Order or Cashier's Check after the closing of business on the 1st. If a personal Check has been returned *for any reason*, Flarent, Inc. reserves the right to insist that payments be made by Cashier's Check or Money Order ONLY, WE DO NOT ACCEPT CASH. We reserve the right to refuse Third Party Checks, Checks that are out of state or from a payee that is not on the lease. No partial payments or split payments for rent installments.

SECURITY DEPOSIT: Your security damage deposit is made by you to indicate good faith that you will abide by all covenants of the lease agreement. If you do not fulfill your part of the contract, the deposit will be used to reimburse the owner for any loss suffered. If the deposit should be inadequate to cover the loss, you will be billed for the balance. Your security damage deposit is not to be used for the last month's rent. If there is no intention to impose a claim on your security it will be returned to you within 15 days from the end of your lease and vacating of the premises. The premises must be returned in the same condition as it was rented. In the event that damage was caused to the property, its contents, appliances or landscaping or if your cleaning deposit was not sufficient to cover the cost of cleaning, you will be notified by certified mail within thirty days of our claim on your security.

To insure full return of your security damage deposit the following conditions will apply:

- A) You are responsible for above normal wear on the property.
- B) Lawn mowed, rubbish removed, burnt out bulbs replaced (in the case of vanity lights should be the original size color and wattage). Air conditioner filter cleaned or replaced.
- C) The property is to be returned cleaned. **The carpets are to be professionally cleaned.** If you do not comply the mandatory deposit clause for cleaning will apply. In this event this office must be given the time for scheduling this job within your vacating the property. Please note the mandatory charge is minimal. If the condition of the property warrants more than this amount you will be charged. If the cleaning is done after you vacate you will be charged for the utility and rent till cleaning is complete. Please act accordingly not to incur a greater charge.
- D) No damage to the property, its contents, appliances or landscaping through misuse or maliciousness.
- E) In general the property is to be left in the same clean and well-maintained condition, as when you rented it.
- F) Property will be checked out only after you the tenant has vacated and the keys have been returned. During the term of your lease you will be required to take normal care and perform normal maintenance on the property and its equipment.
- G) The refrigerator coils are to be vacuumed, some models have coils on the back, some models have coils at the bottom under the plate, by keeping these areas clean the unit will run quieter and you will save on electric cost.
- H) The air conditioner contains one or two filters. It is your responsibility to keep these filters clean. They must be removed and cleaned or replaced at least once a month; this will save you money on your electric bill and save the unit unnecessary repair.
- I) You must keep your drains free of grease, lint, or food which can clog them if they are not flushed out occasionally with a good chemical drain cleaner. In the event of garbage disposals, only liquid drain cleaner, which is recommended for use on garbage disposals, may be used. The owner will pay for only stoppages that are caused by faulty construction, such as mortar or stones in the sewer, or by tree roots.
- J) Your garbage disposal may at times need to be reset. This may happen if too much food is put down the drain at once without enough running water. The reset button is generally on the side or the bottom of the unit and should be pushed in. If this does not start the unit use a self-servicing disposal wrench, (obtained from any hardware store), to give it half a turn, (in bottom hole).

Please note if there is an overhead crawl space on the premises, this should not be used for storage, as it is not meant to hold weight upon it. Please keep this information with your lease. Do not hesitate to ask questions we prefer to have a clear understanding at the onset than to have a misunderstanding later.

Tenant(s) (TENANTS SIGN NAMES HERE)

Initials _____

RESIDENT SELECTION CRITERIA AND EXPLANATION OF CHARGES

1. All adult applicants over the age of 18 including and limited to guarantor(s) must submit a fully completed, dated and signed rental application along with the non-refundable application fee of \$50.00 for each adult applicant. Applicant may be required to be approved by a condo/homeowner's association and may have to pay an additional application fee or an additional security or damage deposit. Application fees, deposits, and all move-in fees must be remitted in the form of money orders or certified funds. **(CASH NOT ACCEPTED)**.
2. Valid current photo ID documentation (driver's license, social security card, military ID or State ID) is required.
3. One year (12 months) or more of verifiable work history required and if transferred from outside the area, a letter of transfer on company letterhead required confirming transfer.
4. Applicants must have a combined gross income of at least three times the monthly rent. Income must be verified in writing, applicant must provide current pay stub and company business card of employment. We reserve the right to require a co signer. A minimum of two years residential history is required.
5. Credit history and or Civil Court Records must not contain slow pays, judgments, eviction filing, collections, liens or bankruptcy within the past 3 years. In the case of bankruptcy, the court must release this.
6. Non-employed individuals must provide proof of income. Self-employed applicants are required to produce upon request 2 years of signed tax returns or 1099s and three (3) months bank statements.
7. All sources of other income must be verifiable if needed to qualify for a rental unit. This includes Disability Assistance.
8. Criminal records must contain no convictions for felonies within the past seven years and no sexual offenses ever. In the event a record comes back "adjudication withheld" further documentation may be required and applicant may be denied on this basis.
9. Previous rental history reports from landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no unpaid NSF checks, and no damage to unit or failure to leave the property clean and without damage at time of lease termination.
10. No pets (with the exception of medically necessary pets) of any kind are permitted without specific written permission of in the lease document, an addendum to lease, a non-refundable pet fee acceptable to landlord and/or an additional pet deposit or additional security deposit. Fees and deposits are waived for medically necessary pets. The following pets will not be accepted under any circumstances, BOXERS, GERMAN SHEPERDS, DOBERMANS, PIT BULLS (STAFFORDSHIRE TERRIERS), CHOWS, ROTTWEILERS, SIBERIAN HUSKIES, AKITAS, MALAMUTES, PRESA CANARIOS AND WOLF-HYBRIDS.
11. A minimum non-refundable property preparation fee may be charged at to the Resident(s) at time of leasing the property. It will be used at the end of your lease term to cover any needed cleaning, carpet cleaning and re-keying. Other mandatory minimum fees for cleaning, carpet cleaning, re-keying, etc. may be charged as per the lease. Resident(s) shall still be liable for amounts for damages, cleaning, re keying etc that exceed this non-refundable property preparation fee or minimum fees.

Initials_____

12. We reserve the right to require a higher security deposit and or additional prepaid rent.

13. The number of occupants must be in compliance with HUD standards/guidelines for the applied for unit.

14. Good Faith Deposit. We require a holding or good faith deposit to be collected to hold a property off the market. In the event the application is approved and applicant fails to enter into a lease, the applicant shall forfeit this deposit. In the event the application is approved, this holding deposit shall be applied to the required security deposit with (1) exception, on all properties over the monthly rental amount of \$800.00 the holding deposit is disbursed as follows:

**\$50.00 non-refundable will be applied to filming of the property
Balance of holding deposit will become tenant(s) security**

15. Lead base paint disclosure pertaining to properties builds prior to 1979. Warns of the possibility of paint containing lead.

16. Any exceptions to our company's criteria will need to be submitted in writing to the rental agent for presentation to the landlord for consideration. If approval is then given for such exceptions, additional security, co signers, and/or additional advance rent payments may be required.

16. Our company policy is to report all non-compliance's with terms of your rental agreement or failure to pay rent, or any amounts owed to the credit bureau.

Affirmation by applicant

Date _____

I hereby affirm that I have read the application, lease agreement and all addendum's and that I understand all the terms and all charges due.

Applicant Applicant

Applicant Applicant

Initials _____