



## RESIDENTIAL LEASE

This agreement made this \_\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as the **LANDLORD**, through its agent and \_\_\_\_\_, hereinafter referred to as the **TENANT(s)**, concerning the lease of the following described property: \_\_\_\_\_, is agreed to by and shall bind the **TENANT(s)**, its heirs, estate, or legally appointed representatives. **TENANT(s)** as herein used shall include all persons to whom this property is leased. **LANDLORD(s)** 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:** \_\_\_\_\_. If for any reason **LANDLORD(s)** cannot deliver possession of the premises to **TENANT(s)** by the beginning date, the beginning date may be extended up to 30 days or leases voided at **LANDLORD'S** option without **LANDLORD(s)** being liable for any expenses caused by such delay or termination.

**OCCUPANTS:** Only the above individuals 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 14 days.

**PRO-RATED RENT: \$0.00**

**ADVANCE RENT:** **TENANT(S)** agree(s) to pay the sum of **\$0.00** as advance rent representing payment for the last month of lease term or any renewal.

**MONTHLY RENT: \$-----**

**SECURITY DEPOSIT: \$-----**

**RENT:** **TENANT** agrees to pay the monthly rent amount of \$----- as rent plus any applicable sales tax as rent on the **1ST** day of each month in advance without demand at/to: **First In Tampa Bay Real Estate, Inc., 9385 N. 56<sup>th</sup> Street, Ste. 312, Tampa, FL 33617** Phone number **(813) 283-1185**. Emergency/Repair phone number **(813) 629-5789**. Rent must be received by **LANDLORD(s)** or its designated **AGENT** on or before the due date. A late fee of **10%** of the rental amount due plus N/A per day thereafter shall be due as additional rent if **TENANT(s)** fails to make rent payments on or before the **3<sup>rd</sup>** day of each month. Cash payments are not accepted. If **TENANT(s)** check is dishonored, all future payments must be made by cashier's check or money order; dishonored checks will be subject to the greatest of 5% of the check amount or a \$40.00 charge as additional rent. If **LANDLORD(s)** has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid. **LANDLORD(s)** may serve **TENANT(s)** 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(s)** may serve a Three Day Notice on the next day or any day thereafter as allowed by law, and **LANDLORD(s)** has the right to demand that late payments shall only be in the form of a money order or certified funds. All signatories to this lease are jointly and severally responsible for the 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(s)** to **LANDLORD(s)** shall be sent to **LANDLORD(s)** address above by certified mail.

**PETS:** **TENANT(s)** shall not keep any animal or pet in or around the rental premises without **LANDLORD'S** prior written approval and a PET ADDENDUM attached and made a part of this lease. In the event pet(s) are permitted under this lease, **TENANT** shall secure and or temporarily remove any pet(s) on the premises if the premises are being shown for sale or rental, repairs or inspections are being conducted or at any other appropriate or necessary time when requested by **LANDLORD** or **LANDLORD'S AGENT**. If **TENANT(s)** brings a pet onto the premises and no Pet Addendum has been signed and/or all fees/deposits required paid, the

**TENANT(s)** shall be in default of the lease and shall owe a \$300 penalty due as additional rent immediately to **LANDLORD(s)** and be subject to eviction. **PET ADDENDUM ATTACHED (IF PET)**.

**SECURITY DEPOSIT:** **TENANT(s)** agrees to pay **LANDLORD(s)** the security deposit for faithful performance by **TENANT** of all terms, covenants and conditions of this lease. This deposit may be applied by the **LANDLORD(s)** for any monies owed by **TENANT(s)** 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 and any monetary damages incurred by **LANDLORD(s)** due to **TENANT's** default. **TENANT(s)** cannot dictate that this deposit be used for any rent due. If **TENANT(s)** 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), **TENANT(s)** will be responsible for unpaid rent, physical damages, future rent as it becomes due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida Law. If the bank name, type of account and address is not known at the time of the lease signing, the property owner shall notify the **TENANT** of the banking information within 30 days. The security deposit (and advance rent, if Applicable) will be held in the following manner: Deposited in a separate non-interest bearing account with: **Bank of America, 9385 N. 56<sup>th</sup> Street, Tampa, FL 33617**. Florida statutory law, 83.49(3) provides:

(3)(A) Upon the vacating of the premises for termination of the lease, if the landlord does not intend 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 the tenant written notice by certified mail to the tenant last known mailing address of his intention to impose a claim on the deposit, 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 authorized to deduct my claim from your security deposit. Your objection must be sent to:

\_\_\_\_\_. **% First In Tampa Bay Real Estate, 9385 N. 56<sup>th</sup> Street, Ste. 312, Tampa, FL 33617**. 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(s)**.

**ASSIGNMENTS/SUBLETTING:** **TENANT(s)** shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the **TENANT(s)** shall be a breach of this agreement.

**APPLICATION:** If **TENANT(s)** has filled out a rental application, any misrepresentation made by the **TENANT(s)** in same will be a breach of this agreement and **LANDLORD(s)** may terminate the tenancy. Lease may be contingent upon association approval of tenancy; when applicable, **TENANT** agrees to make good faith effort in diligently complying with association approval process.

**FIXTURES & ALTERATIONS:** **TENANT(s)** must obtain prior written consent from **LANDLORD(s)** 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. **TENANT(s)** shall not install TV antennas, satellite dish(es), surface-mounted coaxial cables, or other external fixtures without **LANDLORD(s)** prior written approval.

**TENANT PHONE NUMBER:** **TENANT(s)** must have a working phone number on file with the **LANDLORD(s)**. It is the **TENANT(s)** responsibility to inform the management company of a phone number change. If it is found that the number has been changed and management company not notified the tenant will incur a \$25 penalty as additional rent.

**USE OF PREMISES:** **TENANT(s)** 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(s)** 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(s)** for only residential, non-business, private housing purposes only. **TENANT(s)** shall not operate any type of day care or child sitting service on the premises. **TENANT(s)** shall secure insurance immediately for any water filled devices with a loss payable clause to **LANDLORD(s)**. 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. No portable or inflatable pools shall be permitted without the express written permission of the **LANDLORD(s)** and verification that no damage will occur to the lawn/ground/premises and there shall be no effect on insurance coverage of the premises. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in wall, woodwork or any part of premises. **TENANT(s)** shall not keep or store any goods or materials of any kind that are combustible or could increase fire risk on the premises. After the first 30 days of the **TENANT(s)** taking occupancy, the **TENANT(s)** shall be responsible for paying for all costs of extermination of pests and insects except for termites. **TENANT(s)** agrees to keep driveways and walking areas clean so as to prevent any buildup of mold or allow the surfaces to become slippery. **TENANT(s)** shall keep all gutters free of debris and leaves. **TENANT(s)** agrees to replace air conditioner filters every 30 days at **TENANT's** expense.

**SMOKING:** Smoking is **NOT** permitted inside the premises by **TENANT(s)**, guests or invitees. **TENANT(s)** understands that smoking inside the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, **TENANT** will be fully responsible for the eradication of smoke-related odors and repair of any damage due to the smoking. **TENANT** agrees that smoke related damages will in no way be considered ordinary wear and tear.

**RISK OF LOSS:** All **TENANTS'** personal property shall be at the risk of the **TENANT(s)** or owner thereof and **LANDLORD** shall not be liable for any damage to said personal property of the **TENANT(s)** 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. **LANDLORD** shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. **TENANT(s) are/ is strongly urged to secure insurance for personal property.**

**DEFAULT:** (1) Failure of **TENANT(s)** 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(s)** to comply with any Federal, State and/or local laws, rules and ordinances, or (4) **TENANT'S** failure to move into the premises or **TENANT's** abandonment of the premises, shall constitute a default by **TENANT(s)**. Upon default, **TENANT(s)** shall owe **LANDLORD(s)** 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(s)** as permitted by Florida law. If the **TENANT(s)** abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the **LANDLORD(s)**, **LANDLORD(s)** may retake possession of the premises and make a good faith effort to re-rent it for the **TENANT(s)** account. Retaking of possession shall not constitute a rescission of this lease nor 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 **LANDLORD(s)/OWNER(s)** 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(s)** shall be in default of this lease and shall be immediately required to pay such sums as additional rent. **TENANT(s)** is/are liable to pay any and all association charges and/or attorney's fee(s) assessed to **OWNER(s)** and/or **TENANT(s)** due to **TENANT's** and/or guest's actions or inactions or **TENANT's** and/or guest's failure to comply with rules and regulations, and, in additional, any amounts due may be deducted from any homeowner or condo association common area security deposit paid by the **TENANT(s)** or paid by the **LANDLORD(s)** on **TENANT(s)** behalf if applicable.

**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. **LANDLORD** and **TENANT** waive the right to demand a jury trial concerning any litigation between **LANDLORD** and **TENANT**.

**UTILITIES:** LANDLORD(s) are/is responsible for providing the following utilities only: **NONE**. The TENANT(s) agrees to pay all charges and deposits for all other utilities and TENANT(s) agrees to have all accounts for utilities immediately placed in TENANT(s) name with accounts kept current throughout occupancy. Garbage and or trash removal is considered a utility under this lease. In the event utilities are kept in the LANDLORD(s) name under the terms of this lease, reimbursement shall be due and payable upon demand as additional rent. If the utilities which TENANT(s) is/are responsible for are still in LANDLORD's name at the time TENANT(s) takes occupancy, TENANT(s) agrees that LANDLORD(s) shall order such utilities to be terminated. In the event a condominium association or homeowner's association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT(s) agrees and understands that LANDLORD(s) and/or Agent(s) shall not be required to replace, provide or pay for these removed services for TENANT(s). TENANT(s) may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association is no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD(s) or Agent(s) nor shall it constitute a default under the lease. The failure of TENANT(s) to retain and pay for essential services upon notice and demand by the LANDLORD(s) or Agent(s) shall constitute a material breach of the lease.

**VEHICLES:** Vehicles(s) must be currently licensed, owned by the TENANT(s), registered, operational and properly parked. TENANT(s) agrees to abide by all parking rules established now or in the future by LANDLORD(s) 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(s) is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD(s) are unauthorized vehicles subject to being towed at TENANT(s) expense. TENANT(s) agrees to indemnify LANDLORD(s) for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT(s). **Parking on the grass is prohibited.**

**MAINTENANCE/INSPECTION:** TENANT(s) 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(s) 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, 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 invitees cause any damage to the premises, TENANT(s) shall be in default and LANDLORD(s) may at its option repair same and TENANT(s) shall pay for the expenses of same on demand or LANDLORD(s) may require TENANT(s) repair same, all charges incurred as additional rent. TENANT(s) understand that at all times TENANT(s) is responsible for keeping all outside areas within their control free of garbage, debris, animal feces and any other unsightly items. TENANT (s) shall not install any plants, trees, flowers or shrubs without prior written approval. Any unauthorized installation will be considered damage and TENANT(s) agrees to pay for the removal of such plantings and the cost to restore the affected area(s) to the original condition. If applicable, sprinklers must be set for the allowable days and times of watering determined by local government jurisdiction and TENANT(s) shall not turn off or unplug the sprinklers. If TENANT(s) are/is responsible for lawn/shrubbery maintenance, this includes weeding of planters, plant beds, mowing of grass, edging of grass, pruning and trimming of all shrubs and small trees, application of weed control and fertilizer on grass and reporting to LANDLORD(s) if problems occur with sprinklers. TENANT(s) agrees to deliver property at the end of the tenancy with grass/beds that are weed free, mowed, trimmed, edged and properly watered. Additionally, small trees and shrubs will have been trimmed, pruned and planter areas free of weeds. If TENANT(s) is responsible for lawn/shrubbery and fails to care for landscaping as required and disregards notice to correct landscape care deficiencies, LANDLORD(s) reserves the right to contract with a landscape maintenance service and the TENANT(s) will incur the cost of such service immediately as additional rent.

TENANT(s) shall be fully responsible for, and agrees to maintain and repair at TENANT's expense, the following: **A/C filters, Smoke Alarm Batteries, Extermination interior and exterior and lawn/shrubs.** TENANT(s) shall notify LANDLORD(s) immediately of any maintenance need or repair by calling the Maintenance Repair Line at 813-629-5789. TENANT(s) agrees that they shall immediately test the smoke detectors and shall maintain same. **Unless due to negligence of the TENANT(s) in which case TENANT(s) shall be responsible for 100% of the costs of any repairs, TENANT(s) agree(s) to pay for minor repairs to the premises of any kind costing \$75.00 or less.** If the LANDLORD(s) provide a service plan for appliances, plumbing and/or electrical, TENANT(s) will pay the deductible up to \$75.00 for each service call. In the event a major repair to the premises must be made which will necessitate the TENANT's vacating the premises, LANDLORD(s) may at its option terminate this agreement and TENANT(s) agrees to vacate the premises holding LANDLORD(s) harmless of any damages suffered if any. In the event there is a garbage disposal unit on the premises, unless otherwise agreed to in writing, LANDLORD(s) has the option to remove the garbage disposal if it fails and re-plumb accordingly. LANDLORD(S) may or may not replace existing washer/dryers, to be determined by LANDLORD(s). TENANT(s) is/are responsible for providing service technicians access to the premises for repairs & maintenance. TENANT(s) agrees and understands that no work orders will be submitted until the move-in inspection sheet is returned unless there is an emergency.

Only an emergency repair will be made. **If TENANT(s) locks him/herself out, they will contact a locksmith directly. MANAGEMENT nor OWNER does not provide locksmith services.**

**POOL MAINTENANCE & EQUIPMENT:** If a pool exists, the parties agree as follows: If **TENANT(s)** are to maintain pool, **TENANT(s)** shall vacuum pool weekly, check chemical levels with a testing kit and maintain levels of chemicals as advised by a professional pool supply company. Pool equipment will be stored to prevent deterioration. If **LANDLORD(s)** provides pool service as part of this agreement, **TENANT(s)** agree(s) to report to manager or **LANDLORD(s)** any lapse or failures of pool system.

**VACATING:** At the expiration of this agreement or any extension, **TENANT(s)** shall peaceably surrender the premises and turn in all keys and remotes and any other property owned by **LANDLORD(s)** leaving the premises in good, clean condition, ordinary wear and tear accepted. In addition to any cleaning charges or any other charges due under the terms of this lease, **TENANT(s)** agree(s) to a mandatory minimum unit cleaning charge to be deducted from the security deposit in the amount of \$200.00. These charges will apply only if **TENANT(s)** to not have carpets and/or house property cleaned. **TENANT(s)** agree(s) to a mandatory minimum carpet cleaning charge to be deducted from the security deposit in the amount of \$250.00 and a mandatory minimum charge of \$50.00 for any keys/remotes/access cards not returned. Upon vacating, the following must be done to receive full return of security deposit as well: replace all burnt out bulbs, replace a/c filter with new filter, clean vents, lanai free of mold/dirt, laundry room floor cleaned behind washer/dryer, floor behind refrigerator, house cleaned and carpets professionally cleaned. **DO NOT RENT MACHINE**, as this saturates the carpets with water. **DO NOT DO TOUCH UP PAINT** as paint won't always match. Remove all trash and sweep out garage. Make sure ceiling fans are clean, all drawers wiped out, all appliances cleaned inside and out.

**RENEWAL:** **LANDLORD** or **TENANT** shall have 60 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by **LANDLORD** or **TENANT**, and **TENANT** vacates as of the lease expiration date, **TENANT** shall owe an additional month's rent. If the required notice is not given by the **LANDLORD** or **TENANT**, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by **TENANT** or **LANDLORD** giving written notice not less than 15 days prior to the end of the some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from the **LANDLORD**, if **TENANT** fails to vacate as of the lease expiration date or the end of any successive consensual period, **TENANT** shall additionally be held liable for holdover (double) rent thereafter.

**RIGHT OF ENTRY:** **LANDLORD(s)** upon reasonable notice by telephone, hand-delivery or posting to **TENANT(s)**, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. **LANDLORD(s)** has immediate right of entry in cases of emergency, or to protect or preserve the premises. **TENANT(s)** shall not alter or add locks without prior written consent. If consent is given, **TENANT(s)** must provide **LANDLORD(s)** with a key to all locks. If it is found that the locks have been changed and the **LANDLORD(s)** has not been provided a key, there will be a \$75 fee assessed as additional rent. **LANDLORD(s)** may place "For Sale" or "For Rent" signs on the premises at any time.

**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(s)** or its agent, that **TENANT(s)** must vacate the premises in order for repairs to premises to be undertaken, this lease shall, at **LANDLORD's** option and upon 7 days' notice to **TENANT(s)**, cease and shall terminate. **TENANT(s)** agrees to and shall vacate and **TENANT(s)**, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, **TENANT(s)** hereby waives all claims against **LANDLORD(s)** for any damages suffered by such condemnation, damage, destruction or lease termination. **TENANT(s)** agrees that in the event there are hurricane or storm shutters on the premises, **TENANT(s)** 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(s)** is unable to perform this task for any reason, **TENANT(s)** agrees to notify property manager or owner as soon as any storm watch or warning is placed into effect. In the event a major repair to the premises must be made which will necessitate the **TENANT'S** vacating the premises; **LANDLORD(s)** may at its option terminate this agreement and **TENANT(s)** agrees to vacate the premises holding **LANDLORD(s)** harmless for any damages suffered if any.

**MOLD:** **LANDLORD(s)** and/or **AGENT(s)** reserves the right to terminate the tenancy and **TENANT(s)** agree to vacate the premises in the event **LANDLORD(s)** and/or **AGENT(s)** in its sole judgment feels that either there is a

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. In the event it is determined by an HVAC or mold professional that **TENANT** is failing to use the air conditioning, and this is causing mold or mildew, **LANDLORD** shall have the right to terminate the lease agreement by giving the **TENANT** no less than 7 Days Notice and hold the **TENANT** responsible for any damages caused by mold or mildew.

**WAIVERS:** The rights of the **LANDLORD(s)** 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(s)** agrees to reimburse **LANDLORD(s)** upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improperly use by **TENANT(s)**, his agents, family or guests. **TENANT(s)** at all times, will indemnify and hold harmless **LANDLORD(s)** from all losses, damages, liabilities and expenses which can be claimed against **LANDLORD(s)** for injuries or damages to the person or property of any persons, caused by the acts, omissions, his agents, family or guests, or arising from **TENANT's** failure to comply with any applicable laws, statutes, ordinances or regulations. **TENANT(s)** understands that **LANDLORD's** agent has no control over whether **LANDLORD(s)** pays taxes, mortgages, fees or any other amount due under law or contract and agrees to hold **LANDLORD'S** agent harmless from all losses, damages, liabilities and expenses which can be claimed against **LANDLORD(s)**.

**DISPUTE & LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, **TENANT(s)** agrees that if the premises are being managed by an **AGENT(s)** for the record **OWNER(s)**, **TENANT(s)** agrees to hold **AGENT(s)**, its heirs, employees and assigns harmless and shall look solely to the record **OWNER(s)** of the premises in the event of a legal dispute.

**INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement between **LANDLORD(s)** and **TENANT(s)** concerning the premises, and there are no covenants, promises, agreements, conditions, or understanding, 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(s)** agrees that upon surrender or abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining **TENANT(s)**, as provided by Chapter 83, Florida Statutes, the **LANDLORD** shall not be liable or responsible for storage or disposition of the **TENANT's** personal property.

**WALL CARE:** Use no adhesives on walls, wallpaper, tiling, wood trim, doors, or stucco. Make no holes in wallpaper, tiles, wood trim, doors, or stucco. Small nail holes for picture hanging on painted walls is permitted. If said premises have hardwood floors or pergo, **TENANT(s)** must use some kind of protective device under furniture to prevent damage to floors, be it carpet, throw rugs or furniture pads for legs of furniture. Damage caused by furniture to floors will be borne by **TENANT(s)**. **TENANT(s)** will not put any adhesive tags/stickers on appliances, windows, doors, tubs, sinks, or anything in the home that would result in damage/discoloration or deterioration to the home or items in the home.

**HOMEOWNER ASSOCIATION APPROVAL:** If **TENANT(s)** must be approved by a Homeowner's OR Condominium Association ("Association") **LANDLORD(s)** and **TENANT(s)** agree that the lease is contingent upon receiving approval from the Association. If **TENANT(s)** is not approved by the Association, lease is null and void.

**ADDITIONAL STIPULATIONS: NONE**

**ACCEPTANCE BY FACSIMILE BY AND OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDUM:**

**MOLD ADDENDUM – ATTACHED**

**PET ADDENDUM – ATTACHED**

**DRUG ADDENDUM – ATTACHED**

**SPRINKLER ADDENDUM – ATTACHED**

**MILITARY ADDENDUM – ATTACHED**

TENANT \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER \_\_\_\_\_ DATE: \_\_\_\_\_

**End of Lease**

**\*\*Please initial each page at bottom and sign**