

RESIDENTIAL RENTAL AGREEMENT

1. **PARTIES.** This is a lease ("the Lease") between _____ ("Landlord"), whose address is _____, and _____ ("Tenant"), whose address is _____.

2. **PROPERTY RENTED.** Landlord leases to Tenant the property only located at _____ (the "Premises"). The Premises shall be occupied only by the Tenant and the following persons: _____.

3. **TERM.** This is a lease for a term, not to exceed _____ months, beginning on _____ and ending on _____.

4. **RENT PAYMENTS, TAXES AND CHARGES.** Tenant shall pay total rent in the amount of \$_____ (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments. The rent shall be payable monthly, on the _____ day of each month in the amount of \$_____ per installment.

Payment Summary: Rent is to be paid in installments with the total payment per installment including taxes to be in the amount of \$_____. All rent payments shall be payable to _____ at _____.

Tenant shall make rent payments required under the lease by _____. If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

5. **SECURITY DEPOSIT.** Upon signature of this Lease, the Tenant shall pay to the Landlord a security deposit of \$_____. (the "**Security Deposit**"). Upon a default by the Tenant, the Landlord may apply so much of the Security Deposit as is necessary to cure the default or pay an expenses incurred as a result of default. The Landlord shall return to the Tenant any remaining balance of the Security Deposit within fifteen (15) days after the termination or expiration of this Lease and the Tenant's vacation of the premises.

6. **LATE FEES.** In addition to rent, Tenant shall pay a late charge in the amount of \$50.00 for each rent payment made 5 days after the day it is due. Thereafter each day after the fifth day shall be an additional ten dollars (\$10.00) per day.

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

8. **NOTICES.** All notices must be sent to:

Landlord _____

at _____

Landlord's Agent _____

at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U. S. mail or by hand delivery.

Any notice to Tenant shall be given by U. S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

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

10. **MAINTENANCE.** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes.

11. **HOMEOWNER'S ASSOCIATION FEES.** Landlord agrees to pay all Lakeridge Falls Community Association fees. These fees shall be paid within five (5) days of the assessment due date. Tenant understands that if Landlord fails to pay the Association's assessments or any other fees, fines or costs due the Association, the Tenant will pay his rent to the Association. Landlord and Tenant may agree to have the fees paid directly to the Lakeridge Falls Community Association, Inc. (Association). These fees shall be deemed rent.

12. **HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS.** Tenant agrees to abide by all rules, regulations, and policies currently enacted by the Association and those that may be enacted by the Association. To the extent that the Association may give specific instructions to Tenant, Tenant agrees to abide by such requests or instructions to the extent allowed by law. Any fines assessed by the Association resulting from Tenant, its guests, family members or visitors shall be paid by Tenant. In the event the actions of Tenant violate the rules, regulations, or policies of the Association, such shall be deemed a significant breach of this agreement which shall allow Landlord without chance to cure to seek eviction. Tenant acknowledges that the rights of Tenant to the premises are restricted by the governing documents of the Association. In the event, Landlord loses rights pursuant to those governing documents, Tenant shall also lose the same rights. In the event of foreclosure by the Association, Tenant agrees that this agreement may be terminated by the Association with thirty (30) days written notice. In the event Landlords' actions violate the rules, regulations, or policies of the Association or Landlord fails to comply with any obligation under the Association's governing documents, Tenant shall be responsible to make all necessary changes and or payment to correct such violations.

13. **RULES AND REGULATIONS.** Tenant, its guests and other occupants shall comply with all written rules and regulations of the Association which shall be considered part of this lease. Such rules and regulations shall be available for review from the Association, however, Tenant acknowledges that Tenant is aware of such and agrees to abide by them. Landlord or the Association may make reasonable rule changes if made in writing and notice is given as required by law. Tenant agrees that the conduct of Tenant, his guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Tenant shall be liable to Landlord for damages caused by Tenant, its guests or other occupants. The Premises and other areas which are reserved for Tenant's private use shall be kept clean and sanitary by Tenant. Garbage shall be disposed of only in appropriate receptacles. Swimming pools and other facilities, amenities, and common areas are available to Tenant as a privilege and not a right granted under this agreement, and are to be used wholly at the user's risk. Any person including Tenant may be restricted from usage at Landlord's or the Association's sole discretion. All written rules may be enforced through Landlord's, agents, or the Association, and Tenants shall hold same harmless for reasonable enforcement. Landlord or the Association may regulate the manner, time and place of all parking. Landlord and/or the Association may regulate, limit, or prohibit from the premises the following: motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, solicitors, and guests who, in the Landlord's reasonable judgment, have been disturbing the peace, disturbing other tenants, may cause a threat to other tenants or who have or may be violating rules and regulations. Tenant acknowledges the review of such rules and regulations and agrees to be bound by them.

14. **ASSIGNMENT.** Tenant may not assign the lease or sublease of the Premises without first obtaining the Landlord and the Association written approval and consent to the assignment or sublease.

15. **KEYS AND LOCKS.** Landlord shall furnish Tenant with 2 sets of keys to the dwelling. At the end of the Lease Term, all items specified in this Paragraph shall be returned to Landlord.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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

16. **MILITARY/U.S. CIVIL SERVICE.** Check if applicable. In the event Tenant, who is in the

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

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

- a. At any time for the protection or preservation of the Premises.
- b. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- c. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - i. with Tenant's consent;
 - ii. in case of emergency;
 - iii. when Tenant unreasonably withholds consent; or
 - iv. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

18. **HOMEOWNER'S ASSOCIATION.** Tenant must be approved by the Association. Landlord and Tenant agree that the Lease is contingent upon receiving approval from the Association. Any application fee required by an Association shall be paid by Landlord Tenant and is refundable nonrefundable. If such approval is not obtained prior to commencement of Lease Term, Tenant shall receive return of deposits specified in Paragraph 5, if made, and the obligations of the parties under the Lease shall terminate. Tenant agrees to use due diligence in applying for Association approval, to comply with the requirements for obtaining approval and agrees to pay any fee required by the Association for procuring approval. Landlord Tenant shall pay the security deposit required by the Association, if applicable.

19. **USE OF THE PREMISES.** Tenant shall use the Premises for tenantial purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of Association affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

20. **RISK OF LOSS/INSURANCE.**

- a. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant agrees to indemnify and hold harmless Landlord and the Association from any and all liability for actions or inactions of Tenant which cause damage or injury to any party or person.
- b. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

21. **DEFAULTS/REMEDIES.**

- a. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Tenant Landlord and Tenant Act which contains information on same, and/or remedies available to the parties.
- b. Landlord agrees to act with diligence to: (a) maintain compliance with Association rules, (b) maintain fixtures, furniture, hot water, heating and/or air conditioning equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation;

and (d) make all reasonable habitability repairs subject to Resident's obligation to pay for damages caused by Resident, its guests or other occupants.

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

23. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. **RENEWAL/EXTENSION.** The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

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

26. **TENANT'S TELEPHONE NUMBER.** Tenant shall within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

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

28. **MISCELLANEOUS.**

- a. Time is of the essence of the Lease.
- b. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- c. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- d. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- e. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- f. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- g. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- h. If the rent is more than 5 days overdue, the Tenant shall be responsible for \$10.00 per day after the fifth day. The Tenant agrees to establish an automatic debit for the monthly rent. The debit shall occur on the first of each month.

29. **EXECUTION.**

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 4 of 5

Executed by Landlord:

Landlord's Signature

Date

Executed by Tenant:

Tenant's Signature

Date

Tenant's Signature

Date

This form was completed with the assistance of:

Stephen W. Thompson, Esquire
Najmy Thompson, P. L.
1401 8th Avenue West
Bradenton, FL 34205
941-748-2216