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Residential Lease Agreement

State of Florida

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home:
_____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Florida (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

☐ If Tenant will not renew, Tenant will give Landlord written notice at least_____ days before the term ends. If Landlord will not renew, Landlord will give Tenant written notice at least_____ days before the term ends.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

When a payment is refused by the bank because of lack of funds, lack of credit or lack of an account, or when the payer stops payment with intent to defraud, that fee is never more than section 68.065(2), Florida Statutes, allows. If it would be, Tenant owes only what that section allows: the bank fees Landlord actually incurs in the course of tendering the payment, plus a service charge of $25 if the face value does not exceed $50; $30 if the face value exceeds $50 but does not exceed $300; $40 if the face value exceeds $300; or 5 percent of the face value of the payment, whichever is greater.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may keep from the deposit only what the law allows, which can include unpaid rent, the cost of repairing damage beyond normal wear and tear, and reasonable cleaning needed to return the Home to its move-in condition, apart from normal wear and tear.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

If Landlord does not intend to make a claim on the deposit, Landlord will return it, with any interest Florida law requires, within 15 days after this lease has ended.

If Landlord intends to make a claim on the deposit, Landlord will, within 30 days after this lease has ended, send Tenant written notice of the claim and the reason for it, by certified mail to Tenant's last known mailing address or by e-mail as Florida law allows. The notice will tell Tenant that Tenant must object to the claim in writing within 15 days after receiving the notice, or Landlord will be authorized to deduct the claim from the deposit, and where to send the objection.

If Tenant does not object within 15 days after receiving the notice, Landlord may deduct the claim and will send Tenant the rest of the deposit within 30 days after the date of the notice. Not objecting does not give up Tenant's right to seek damages in a separate action.

If Landlord does not send the claim notice within the 30 days, Landlord gives up the right to make a claim against the deposit and may not set it off against the deposit, but may still file an action for damages after returning the deposit to Tenant.

If Tenant moves out before the end of the term, or leaves a month-to-month tenancy, Tenant will give Landlord at least 7 days' written notice by certified mail or personal delivery before moving out, with the address where Tenant can be reached. If Tenant does not, Landlord does not have to send the claim notice described above, but Tenant keeps any right Tenant has to the deposit or any part of it.

17. Where the deposit is held

☐ Landlord has posted a surety bond for the deposit and any advance rent with the clerk of the circuit court in the county where the Home is or, for a landlord renting in five or more counties, with the Secretary of State, as Florida law allows. Landlord will pay Tenant interest on the deposit at the rate of 5 percent per year, simple interest.

☐ Landlord holds the deposit and any advance rent for more than the next rental period in a separate interest-bearing account in a Florida financial institution for Tenant's benefit. The account is at _____, _____. Landlord will not mix the money with any other funds or use it until it is actually due to Landlord. Tenant will receive and collect interest of at least 75 percent of the annualized average interest rate payable on the account, or interest at the rate of 5 percent per year, simple interest, whichever Landlord elects.

☐ Landlord holds the deposit and any advance rent for more than the next rental period in a separate non-interest-bearing account in a Florida financial institution for Tenant's benefit. The account is at _____, _____. Landlord will not mix the money with any other funds or use it until it is actually due to Landlord. Tenant is not entitled to interest on it.

☐ If Landlord changes the manner or place the deposit is held, Landlord will tell Tenant in writing within 30 days after the change.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a month-to-month tenancy, or at renewal, Landlord may raise the rent only by giving Tenant written notice before the new rent starts, and at least as far ahead as any period the law sets.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it

on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

39. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

40. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

41. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

42. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

43. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

44. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses either side from responsibility for its own negligent or wrongful acts.

Nothing in this lease limits or excuses any liability that either side has to the other under Florida law.

45. Fire or other serious damage

If fire, flood or something else that Tenant did not cause by a wrongful or negligent act damages the Home so that Tenant's enjoyment of it is substantially impaired, Tenant may end this lease and move out right away. Tenant may instead move out of only the part made unusable, and the rent is then reduced by the fair rental value of that part.

Landlord will give Tenant the chance to collect belongings from the Home when it is safe to do so, or written notice of the date by which Tenant can collect them, which will be within a reasonable time. If the lease ends, Landlord will return the deposit as this lease describes.

46. When Landlord may enter

Landlord may enter the Home for the reasons the law allows, such as to inspect it, make repairs or agreed improvements, or show it to buyers, new tenants, lenders or workers, and will not use entry to harass Tenant.

Landlord may enter the Home at any time for the protection or preservation of the premises. For repairs, Landlord will give Tenant at least 24 hours' notice and will enter between 7:30 a.m. and 8:00 p.m.

For the other purposes listed above, Landlord may enter with Tenant's consent, in an emergency, when Tenant unreasonably withholds consent, or when Tenant is absent for a period of time equal to one-half the time for periodic rental payments. If the rent is current and Tenant tells Landlord of an intended absence, Landlord may enter only with Tenant's consent or for the protection or preservation of the premises.

47. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

48. Giving notice to move out

Either side may end a month-to-month tenancy by giving the other written notice at least 30 days before the end of any monthly period. To end this lease at the end of its fixed term, notice is needed only if this lease requires it.

A notice must be in writing and say the date the tenancy ends.

49. Leaving early

☐ Tenant may end this lease early by giving_____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

☐ This option applies only if Landlord and Tenant have signed the separate Early Termination Fee Addendum attached to this lease and Tenant has ticked the box in it agreeing to the fee. The fee is not more than 2 months' rent, and the notice Tenant gives is not more than 60 days.

If Tenant breaks this lease and has given up possession of the Home or abandoned it, or Landlord has a writ of possession, Landlord will use one of the choices Florida law gives. Landlord may treat this lease as ended and take back the Home for Landlord's own account, and Tenant then owes no further rent. Landlord may take back the Home for Tenant's account, and Tenant then owes the difference between the rent in this lease and what Landlord is able to recover by renting the Home again. In that case Landlord will try in good faith to rent it again, using at least the same efforts used in the first rental or used to rent similar homes, and will deduct any rent received from what Tenant owes. Landlord may instead do nothing further, and Tenant owes the rent as it comes due. Tenant owes an early termination fee or liquidated damages only if Tenant signed the separate addendum for them.

If Tenant signed the separate addendum and Landlord charges the liquidated damages or early termination fee, Landlord is also entitled to the rent and other charges accrued through the end of the month in which Landlord retakes possession, and to charges for damage to the Home. This does not apply if the breach is failure to give the notice required by section 83.575.

50. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

Florida law also lets a servicemember end this lease by written notice that takes effect on a date at least 30 days after Landlord receives it, if one of the reasons listed in section 83.682, Florida Statutes, applies, such as permanent change of station orders to a place 35 miles or more from the Home. The notice must come with a copy of the official military orders or a written verification signed by the servicemember's commanding officer. The tenant then owes the rent prorated to the date the ending takes effect, and no other rent or damages because the lease ended early. This right cannot be waived or changed by agreement.

51. Safety, and other rights to leave early

Nothing in this lease takes away a right to leave early that Florida or federal law gives a tenant, such as the right of a servicemember described above.

52. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

Landlord will not cut off a utility or keep Tenant from reasonable access to the Home by any means, including changing the locks or using a bootlock or similar device. Landlord's promise to remove belongings only through the court process does not apply to belongings left after Tenant surrenders or abandons the Home, or after the last remaining tenant dies, which are dealt with as the law allows.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

53. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

☐ **BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, 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.**

☐ If Tenant surrenders or abandons the Home, Landlord is not required to comply with section 715.104, Florida Statutes, and is not liable or responsible for storage or disposition of Tenant's personal property.

54. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

55. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

56. Attorney fees

☐ In any civil action brought to enforce this lease or Part II of Chapter 83, Florida Statutes, the side in whose favor a judgment or decree is rendered may recover reasonable attorney fees and court costs from the other side. This right cannot be waived. Attorney fees are not awarded in a claim for personal injury damages based on a breach of Landlord's duty to keep the Home fit under section 83.51.

57. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

58. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

59. Which law applies

Florida law and any local law that applies to the Home govern this lease.

60. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

61. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

62. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

63. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

64. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law.☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

65. Radon gas

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.

66. Notice about your deposit (section 83.49(2), Florida Statutes)

☐ **YOUR RENTAL AGREEMENT REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST PROVIDE YOU WRITTEN NOTICE IN PERSON, BY MAIL, OR BY E-MAIL IN ACCORDANCE WITH SECTION 83.505, FLORIDA STATUTES, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S WRITTEN NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY PROVIDE YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.**

67. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Flood Disclosure

Flood Insurance: Renters' insurance policies do not include coverage for damage resulting from floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance agent.

1. Knowledge of flooding (tick one):

☐ Landlord has knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.

☐ Landlord has no knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership of the dwelling unit.

2. Insurance claim (tick one):

☐ Landlord has filed a claim with an insurance provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.

☐ Landlord has not filed a claim with an insurance provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.

3. Assistance (tick one):

☐ Landlord has received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from the Federal Emergency Management Agency.

☐ Landlord has not received assistance for flood damage to the dwelling unit, including, but not limited to,

assistance from the Federal Emergency Management Agency.

4. For the purposes of this disclosure, the term “flooding” means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting from rainfall.

Agreement for Notices by E-mail

This addendum is part of the lease. Each side's choice to receive notices by e-mail is voluntary. Either side may revoke it, or update an e-mail address, at any time.

Landlord election: Notices from a tenant may contain time-sensitive information about the tenant’s housing. The election to receive notices from the tenant by e-mail is voluntary.

☐ I, _____, the landlord or the landlord’s agent, agree to receive notices required by the rental agreement or under Part II of Chapter 83, Florida Statutes, from the tenant by e-mail. I designate the following e-mail address for receipt of notices from the tenant: _____.

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the tenant which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail. I may update my e-mail address designated for electronic delivery at any time by providing written notice to the tenant specifying the new e-mail address, which takes effect upon delivery of such notice.

Tenant election: Notices from a landlord may contain time-sensitive information about a tenant’s housing. The election to receive notices from the landlord by e-mail is voluntary.

☐ I, _____, the tenant, agree to receive notices required by the rental agreement or under Part II of Chapter 83, Florida Statutes, from the landlord by e-mail. I designate the following e-mail address for receipt of notices from the landlord: _____.

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the landlord which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail. I may update my e-mail address designated for electronic delivery at any time by providing written notice to the landlord specifying the new e-mail address, which takes effect upon delivery of such notice.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Early Termination Fee Addendum

This addendum is part of the lease for _____. A lease may charge liquidated damages or an early termination fee only if the tenant signs this separate addendum when the lease is made. The amount may not be more than 2 months' rent, and the notice the tenant gives may not be more than 60 days. Tick one:

☐ I agree, as provided in the rental agreement, to pay _____ (an amount that does not exceed 2 months’ rent) as liquidated damages or an early termination fee if I elect to terminate the

rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Fee in Lieu of Security Deposit Agreement

This agreement is part of the lease for _____. Landlord offers Tenant the option to pay a fee in lieu of a security deposit. If Tenant signs, Tenant pays the fee below instead of the security deposit stated in the lease.

The fee is $_____. It is collected ☐ monthly, on the same date rent is due, ☐ on this schedule: _____. The fee will not be increased during the term of the lease.

Tenant may pay a security deposit instead of the fee at any time.

Tenant may, at any time, end this agreement to pay the fee and instead pay the security deposit stated in the lease. If the lease states none, the amount is the amount Landlord otherwise offers new tenants for a substantially similar home on the date Tenant ends this agreement.

Tenant may choose to pay the security deposit in monthly installments in an amount agreed upon between Landlord and Tenant while participating in the fee program.

Additional charges for these options (write none if there are none): _____.

Amount of the payments for each option: the fee is $_____; the security deposit is $_____.

The fee is ☐ nonrefundable ☐ refundable.

The fee is only for securing occupancy without paying a required security deposit.

Paying the fee does not limit or change Tenant's obligation to pay rent and fees, if any, under the lease, or Tenant's obligation to pay the costs of repairing damage to the Home beyond normal wear and tear.

If Landlord uses any portion of the fee to buy insurance, Tenant is not insured and is not a beneficiary of Landlord's insurance coverage, and the insurance does not limit or change Tenant's obligations to pay rent and fees under the lease or Tenant's obligation to pay the costs of repairing damage to the Home beyond normal wear and tear.

If Tenant defaults on paying the fee, Tenant must pay the security deposit stated in the lease within_____ days after Landlord's written notice of the default. If Tenant pays the security deposit on time, the default will not adversely affect Tenant's credit rating.

This agreement may be ended at any time as long as Tenant pays the amount of the security deposit stated in the lease. If Tenant pays that amount, Tenant's default on paying the fee, or ending this agreement, will not adversely affect Tenant's credit report.

Within 30 days after the tenancy ends, Landlord will tell Tenant if any costs or fees are due from unpaid rent, fees or other obligations under the lease, including the cost of repairing damage to the Home beyond normal wear and tear.

THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE FEE DOES NOT ABSOLVE THE TENANT OF ANY OBLIGATIONS UNDER THE RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND TEAR WHICH THE TENANT OR HIS OR HER GUESTS MAY CAUSE. THE TENANT MAY TERMINATE THIS

AGREEMENT AT ANY TIME AND STOP PAYING THE FEE AND INSTEAD PAY THE SECURITY DEPOSIT AS PROVIDED IN SECTION 83.491, FLORIDA STATUTES. THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES AND THE TENANT AGREES TO PAY THE LANDLORD A FEE IN LIEU OF A SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA STATUTES. IF THE LANDLORD USES ANY PORTION OF THE TENANT'S FEE TO PURCHASE INSURANCE, THE TENANT IS NOT INSURED AND IS NOT A BENEFICIARY OF SUCH COVERAGE, AND THE INSURANCE DOES NOT CHANGE THE TENANT'S FINANCIAL OBLIGATIONS UNDER THE RENTAL AGREEMENT. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Landlord: _____ Date: _____

Tenant: _____ Date: _____