

# APPLICATION FOR RESIDENCY

PLEASE FILL OUT COMPLETELY - THANK YOU

## Please Tell Us about Yourself

Applicant		Date of Birth	Social Security #	Driver's License #
Marital Status	Present Phone No. ( )	9:00 to 5:00 CONTACT PHONE NO.: ( ) Ext.		
Have you ever had an eviction filed against you? Yes No		PETS (Keeping of pets requires a pet deposit and owner's consent)		
Present Address		Breed	Age	Weight
Landlord Mtg. Co.		Own Rent		Since / /
Previous Address		Phone No. ( )		Since / /
Have you or any occupants ever been arrested for, convicted of, put on probation for, or had adjudication withheld or deferred for a felony offense? Yes No			If yes, please explain	

## Please Tell Us about Your Job

Present Employer		Business Address		City	State	Phone No. ( )
Position		Supervisor	Monthly Income		From / / to / /	
Previous Employer		Business Address		City	State	Phone No. ( )
Position		Supervisor	Monthly Income		From / / to / /	

## Please Give Us the Following Information

Emergency Contact		Full Address		City	State	Phone No. ( )
Automobile 1 <sup>st</sup> Car		Year	Make	Model	Color	Tag #
Automobile 2 <sup>nd</sup> Car		Year	Make	Model	Color	Tag #
Children Occupying		Name	Age	Name	Age	
Banking Reference		Name	Address	City	State	Contact Person Telephone #

Applicant represents that all of the statements and representations are true and complete, and hereby, authorizes verification of the above information, references, and credit records. Applicant understands that an investigative consumer report including information about character, credit history, general reputation, personal characteristics, mode of living, and all public record information including criminal records may be made. Applicant agrees that false, misleading, or misrepresented information may result in the application being rejected, will void a lease/rental agreement, if any, and/or be grounds for immediate eviction with loss of all deposits and any other penalties as provided by the lease terms, if any. Applicant authorizes verification of all information by the Landlord and or Management Company. Applicant has the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.

**NONREFUNDABLE APPLICATION FEE:** Applicant(s) has paid to Landlord and/or Management Company herewith the sum of \$\_\_\_\_\_ as a **NONREFUNDABLE APPLICATION FEE** for costs, expenses, and fees in processing the application.

**RENTAL DEPOSIT AGREEMENT:** Applicant has deposited a "RENTAL DEPOSIT" of \$\_\_\_\_\_ in consideration for taking the dwelling off the market while the application is being processed. If applicant is approved by Landlord and/or Management and the lease is entered into and possession of the property is taken, **the "RENTAL DEPOSIT" shall be applied toward the security/damage deposit.** If applicant is approved, but fails to enter into the lease within 3 days of verbal and/or written approval and/or take possession after lease signing, the **FULL "RENTAL DEPOSIT"** shall be forfeited to the Landlord or Management in addition to any penalties as provided in the lease if the lease has been signed by the applicant. The **"RENTAL DEPOSIT"** shall be refunded only if applicant is not approved. Keys will be furnished only after lease and other rental documents have been properly executed by all parties and only after applicable rentals and security deposits have been paid. This application is preliminary only, in no way implies that a particular rental property shall be available, and in no way obligates Landlord or Management to execute a lease or deliver possession of the proposed premises.

### I HAVE READ AND AGREE TO THE PROVISIONS AS STATED

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

SECURITY DEPOSIT	\$ _____	<b>OFFICE USE ONLY</b>	
PET SECURITY	\$ _____		
PET FEE	\$ _____		
CREDIT CHECK FEE	\$ _____		
PAID WITH APPLICATION	\$ _____		
BALANCE OF DEPOSIT DUE	\$ _____		
FIRST MONTH'S RENT	\$ _____		
TOTAL DUE BEFORE MOVE-IN	\$ _____		
RECEIVED BY: _____	\$ _____		
APPROVED BY: _____	\$ _____		
			COMMUNITY _____
			APT.# _____
			RENT _____
		APT. TYPE _____	
		TERM OF LEASE _____	
		MOVE-IN DATE _____	
		CREDIT REPORT _____	
		PHOTO I.D.'d _____	



5. Delivery of Rents: Rents may be mailed through the U. S. mail at Tenants risk to \_\_\_\_\_. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Only rents received on or before the due date will qualify the tenant for a Discount. Alternatively, Rent may be transferred directly into the Agent's account at \_\_\_\_\_. (Discuss details with Agent.)
6. Security Deposit: Tenant agrees to pay a deposit in the amount of \$\_\_\_\_\_ to secure Tenant's pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY. The security deposit will be used at the end of the tenancy to compensate the Landlord for any damages or unpaid rent or charges, will be repaired at Tenant's expense with funds other than the deposit.
7. Return of Deposit: Security deposits will be deposited for the Tenant's benefit in a non-interest bearing account in an FDIC account under Landlord's name. Release of these deposits is subject to the provisions of the Florida Statutes and as follows:
  - a) The full term of this agreement has been completed.
  - b) Formal written notice has been given as per paragraph 32 below.
  - c) No damage or deterioration to the premises, building(s), or grounds is evident.
  - d) The entire dwelling, appliances, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
  - e) Any and all unpaid charges, pet charges, late charges, extra visitor charges, delinquent rents, utility charges, etc. have been paid in full.
  - f) All keys have been returned, including keys to any new locks installed while Tenant was in was in possession.
  - g) A forwarding address has been left with the Landlord.

Fifteen days after termination of occupancy, the Landlord will send the balance of the deposit to the address provided by the Tenant, payable to the signatories hereto, or Landlord will impose a claim on the deposit and so notify the Tenant by Certified letter. If such written claim is not sent, the Landlord relinquishes his right to make any further claim on the deposit and must return them to the Tenant provided Tenant has given the Landlord notice as required in Paragraph 7(b) of intent to vacate, abandon, and terminate this agreement prior to the expiration of its full term, at least 7 days in advance.

8. Occupants: To use said dwelling as living quarters only for \_\_\_\_\_ adults and \_\_\_\_\_ children, named, \_\_\_\_\_, and to pay \$75.00 each month for each other person who occupies the premises in any capacity other than as a Visitor, as that term is herein defined.
9. Visitors: Persons other than those specifically listed on the rental agreement shall be strictly prohibited from staying in the rental unit for more than 7 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" shall include, but not be limited to, long-term or regular houseguest, live-in babysitters, and visiting relatives. Tenant shall notify the management in writing any time the Tenant expects any guest will be staying in excess of the time limits in this paragraph. Additional Tenants cannot occupy the premise without first being approved by management and are subject to full screening procedure. Unauthorized Tenants are a violation of this agreement and are grounds for termination.
10. Subletting: Tenant agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 8 above without first requesting permission from the Landlord and paying the appropriate surcharge. Further, that covenants contained in this Lease Agreement, once breached, cannot afterward be performed; and that eviction proceedings may be commenced at once without notice.
11. Partial Payments: The acceptance by the Landlord of partial payments of rent due shall not under any circumstances, constitute a waiver of the Landlord, nor affect any notice or legal eviction proceedings in theretofore given or commenced under F.S. 83.59.
12. Appliances: The above rental payment specifically EXCLUDES all appliances not permanently affixed (stove & dishwasher). Appliances located at or in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. In the event they fail to function after occupancy is started, the Tenant may have them repaired at no cost to Landlord or request Landlord to remove them.

13. Acceptance of Property: Tenant has personally inspected the premises, and finds it satisfactory at the time of execution of this agreement, except as noted on the Property Condition Checklist.
14. 3-Day Inspection: Under the terms of this Lease Agreement, Tenant will be provided with an inspection sheet. It is their obligation to inspect the premises and to fill out and return to the Landlord their inspection sheet within 3 days after taking possession of the premises. It will be presumed that the house is functioning in a satisfactory manner in all respects after the expiration of the 3 days. Tenant agrees that failure to file such a statement shall be conclusive proof that there were no defects of note in the property. After that time, the Tenant is obligated to provide for routine maintenance at his own expense, or to lose the discount. Tenant further agrees to indemnify Landlord against any loss or liability arising out of Tenant's use of the property, including those using the property with Tenant's consent.
15. Cleaning: Tenant accepts premises in its current state of cleanliness and agrees to return it in a like condition.
16. Maintenance: Tenant agrees to maintain the premises during the period of this agreement. This includes maintenance of all woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems.
- Tenant acknowledges specific responsibility for replacing and/or cleaning filters on a/c and heating units. Tenant will pay for any damage caused to units because of not changing and/or cleaning filters.
  - Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement.
  - Damage caused by rain, hail or wind as a result of leaving windows or doors open, or breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Tenant.
  - Tenant agrees to provide pest control in the event it is needed.
  - Expense or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets or wash-basins shall be Tenant's responsibility
17. Repairs: In the event repairs are needed beyond the competence of the Tenant, he or she is urged to arrange for professional assistance. Tenants are offered the discount as an incentive to make their own decisions on the property they live in, and to allow the Landlord to rent the property without the need to employ professional management. Therefore, as much as possible, the Tenant should refrain from contacting the Landlord except for emergencies or for repairs costing more than the discount since such involvement by the Landlord will result in the loss of the discount. **THE LANDLORD MUST APPROVE ANY REPAIR THAT WILL COST MORE THAN THE AMOUNT OF THE DISCOUNT OR THE TENANT WILL BE RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR.** Any and all improvements made by Tenant shall become the property of the Landlord at the conclusion of this agreement. Drain cleaner of any type, duct tape, calk, or glue are not to be used to remedy leaks, clear blockage, or fix breakage.
18. Worker's Warranty: All parties to this agreement warrant that any work or repairs performed by the Tenant will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Landlord free from harm, litigation or claims of any other person.
19. Vehicles: Tenant agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only \_\_\_\_\_ automobile(s), described as follows: \_\_\_\_\_  
**VEHICLES MAY BE PARKED ONLY ON THE PAVED DRIVEWAYS OR DESIGNATED AREA(S) PROVIDED.** Tenant agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag, except in the garage. **TENANT AGREES THAT ANY VEHICLE PARKED ON ANY UNAPPROVED AREAS OR VEHICLE WITHOUT A CURRENT REGISTRATION MAY BE TOWED AND STORED AT TENANT'S EXPENSE.**
20. Pets: Tenant agrees to pay a non-refundable pet fee of \$35 per month per pet. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Tenant harbors an undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. The Tenant specifically understands and agrees:
- a) No pet which is attack-trained or vicious, with a history of biting people or other animals, or of property damage

will be kept on the premises;

- b) That the Tenant is solely responsible for any and all damage to the Landlord's property including, but not limited to, the premises, carpeting, draperies and blinds, wall-coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;
- c) That in a like manner, he is responsible for any and all damage or loss to persons or property of others caused by the Tenant's pet(s) and in this regard does hereby agree to hold the Landlord harmless for any such damage;
- d) That all pet(s) should be cared for and maintained in a humane and lawful manner;
- e) That all pet waste shall be removed and disposed of promptly, including wastes in neighbor's yards distributed by Tenant's pets; and
- f) That all pets shall be maintained so as to not cause annoyance to others.

21. Tenant's Obligations Under Florida Statute 83.52: The Tenant agrees to meet all of Tenant's obligations as spelled out in F.S. 83.52 including:

- a) Taking affirmative action to insure that nothing exists that might place the Landlord in violation of applicable building, housing, and health codes.
- b) Keeping the dwelling clean, and sanitary, removing garbage and trash as they accumulate, maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing fixtures, faucets, pipes, etc.
- c) Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
- d) Assuring that property belonging to the Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- e) Conducting him/herself, his/her family, friends, guests, and visitors in a manner that will not disturb others. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.

22. In the event of an emergency Landlord may contact:

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Relationship to Tenant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

23. Court Costs: Tenant agrees to pay all court costs and Attorney's fees incurred by the Landlord in enforcing legal action or any of the Landlord's other rights under this agreement or any law of the State of Florida. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.

24. Landlord's Statements: All rights given to the Landlord by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise, or failure to exercise, by the Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his Agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

25. Abandonment: If Tenant leaves said premises unoccupied for 5 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant there from, removing at Tenant's expense all of Tenant's property contained therein and placing it into storage at Tenant's expense.

26. Extended Absence: Tenant will notify Landlord in advance if Tenant will be away from the premises for 10 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

27. Right to Sign: The individual(s) signing this Lease Agreement as to Tenant stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.

28. Utilities: Tenants shall be responsible for payments of all utilities, garbage, water & sewer charges, telephone, gas or other bills incurred during their residency. They specifically authorize the Landlord to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.
29. Personal Property: No rights of storage are given by this agreement. The Landlord shall not be liable for any loss of personal property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of Landlord, or Landlord's Agent, contractors, or employees, or by any other cause, whatsoever. Tenant covenants and agrees to make no claim for any such damages or loss against Landlord, but to purchase needed insurance, or to provide self-insurance in adequate amounts to offset any risk.
30. Removal of Property: Tenant agrees not to remove or alter in any way Landlord's property without specific written permission from the Landlord. Any removal or alteration of the Landlord's property without permission shall constitute abandonment and surrender of the premises, and termination by the Tenant of this agreement. Landlord may take immediate possession and exclude Tenants from the property, storing all Tenants possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
31. Waterbeds: In the event any occupant of the premises shall use a flotation bedding system, the Tenant shall carry an insurance policy with a loss payable clause payable to the Landlord. This policy should cover personal injury and damage to the Landlord, and should be in a form standard to the industry. The minimum limits should be \$1,000.00. In the event the Tenant installs a flotation bed installation, then the Tenant is in default, and Landlord will be entitled to all applicable remedies.
32. Termination: After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 30 days prior to the end of any monthly period. The Landlord may change any provision of this agreement in like manner.
33. Landlord's Agent and Access: Landlord may be represented by an Agent who will carry identification. Tenant specifically agrees to permit the Landlord or Landlord's Agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request.
34. Telephone: Tenant agrees to furnish to the Landlord all telephone numbers for landlines at the premises, and any changes, within three days after installation.
35. Radon: 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 gas 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.
36. Smoke Detectors: Smoke Detectors have been installed in this residence. It's the tenant's responsibility to maintain the smoke detectors, including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, Tenant has an affirmative duty to notify Landlord immediately.
37. Compliance with the Law: Tenant shall not violate any applicable local, state, or federal law or regulation in or about the premises.
38. Acknowledgement: In this agreement the singular number where used will also include the plural and the masculine gender will include the feminine. The below signed parties acknowledge that they have read and understand all of the provisions of this agreement.

[ SIGNATURE PAGE TO FOLLOW ]

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witnesses as to Tenant:

Tenant:

\_\_\_\_\_  
Witness #1 Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
Print Name: \_\_\_\_\_

Witnesses as to Landlord:

Landlord:

\_\_\_\_\_  
Witness #1 Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Signature  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sample Lease for Applicant Review

# AFFIRMATION BY APPLICANT

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE

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

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
APPLICANT

*(Explanatory Notes: It is imperative that applicant is given a sample lease and all addendums and is given ample time to review the documents prior to the accepting any funds from the applicant.)*



## Notice of Rental Application Approval

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: \_\_\_\_\_  
Landlord / Management Company  
\_\_\_\_\_  
\_\_\_\_\_

RE: \_\_\_\_\_  
*(subject property address)*

The Application you presented has been approved as of \_\_\_\_\_, 20\_\_\_\_. Your lease must be signed no later than 5:00 PM on \_\_\_\_\_, 20\_\_\_\_ or you will forfeit any sums paid to date and we may not be able to rent you the above referenced home. Please contact the Landlord immediately to arrange for lease signing.

**LEASE AGREEMENT**

This agreement made this the day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) concerning the lease of the following described property: \_\_\_\_\_. This Lease Agreement (“Agreement”) is agreed to by and shall bind Tenant, it’s heirs, estate, and legally appointed representatives. “Tenant”, as used herein, shall include all persons to whom this property is leased. LANDLORD as herein shall include the owner(s) of the premises, it’s heirs, assigns or representatives add/or any Agent(s) designated by the owner(s).

	Name (all occupants)	Relationship
Tenant (whether one or more):	_____	_____
	_____	_____
	_____	_____

All rights of ownership shall remain with the Landlord during the term of this agreement. During the term of this lease the Tenants shall have no rights to encumber the property or to obligate the Landlord for any expense.

In consideration of the agreements with the Tenant, the Landlord hereby rents Tenant the dwelling located at \_\_\_\_\_, for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement shall create a month-to-month tenancy which may be terminated at the end of any period by either party by thirty (30) days advance written notice. Tenants, in consideration of Landlord permitting them to occupy the above property, hereby agree(s) to the following terms:

1. Move-in Costs:

Base Rent	\$	_____
Discount (see Sec. 3)	\$	_____
Security deposit	\$	_____
Key deposit	\$	_____
Pet deposit	\$	_____
Additional deposit	\$	_____
		-----
Total Due At Signing	\$	_____ (This amount is due in cash/money order.)

2. Base Rent: Base Rent shall be the sum of \$\_\_\_\_\_. Base Rent shall be paid in advance and is due and payable by 5:00PM on the last day of every month. First regular rent payment is due on \_\_\_\_\_. Failure to pay rent when due will result in the Landlord taking immediate legal action to evict the Tenant from the premises and seize the security deposit.

Late fee: Rent received after the first of the month will be subject to a late fee of ten (\$10.00) dollars per day plus the loss of the Discount (see below). Rent  does /  does not include lawn mowing.

Bad checks: Tenant(s) further agrees to pay a service charge of \$35.00, regardless of cause, if a check is returned unpaid. If a check is returned, checks will no longer be accepted. Tenant will be required to pay by certified funds only.

3. Discount: As an incentive to the Tenant to be responsible for maintenance of the premises and to pay the rent payments ahead of time, a discount in the amount of \$\_\_\_\_\_ may be deducted from Base Rent due each month when such sum is paid in full on time and not late. THIS DISCOUNT WILL BE FORFEITED IF THE TENANT FAILS TO PERFORM AS STATED ABOVE. In the event the discount is lost one month, this will not prevent the Tenant from benefiting from the discount in subsequent months in the event they comply with the terms of this agreement. Discounts lost will be added to the next month’s rent due.

4. Method of payment: The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned will not be re-deposited. The Tenant will be notified by three-day notice, and will be required to pay the amount due, including the bad check charge, in cash.

5. Delivery of Rents: Rents may be mailed through the U. S. mail at Tenants risk to \_\_\_\_\_. Any rents lost in the mail will be treated as if unpaid until received by Landlord. Only rents received on or before the due date will qualify the tenant for a Discount. Alternatively, Rent may be transferred directly into the Agent's account at \_\_\_\_\_. (Discuss details with Agent.)
  
6. Security Deposit: Tenant agrees to pay a deposit in the amount of \$\_\_\_\_\_ to secure Tenant's pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY. The security deposit will be used at the end of the tenancy to compensate the Landlord for any damages or unpaid rent or charges, will be repaired at Tenant's expense with funds other than the deposit.
  
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  - a) The full term of this agreement has been completed.
  - b) Formal written notice has been given as per paragraph 32 below.
  - c) No damage or deterioration to the premises, building(s), or grounds is evident.
  - d) The entire dwelling, appliances, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
  - e) Any and all unpaid charges, pet charges, late charges, extra visitor charges, delinquent rents, utility charges, etc. have been paid in full.
  - f) All keys have been returned, including keys to any new locks installed while Tenant was in was in possession.
  - g) A forwarding address has been left with the Landlord.

Fifteen days after termination of occupancy, the Landlord will send the balance of the deposit to the address provided by the Tenant, payable to the signatories hereto, or Landlord will impose a claim on the deposit and so notify the Tenant by Certified letter. If such written claim is not sent, the Landlord relinquishes his right to make any further claim on the deposit and must return them to the Tenant provided Tenant has given the Landlord notice as required in Paragraph 7(b) of intent to vacate, abandon, and terminate this agreement prior to the expiration of its full term, at least 7 days in advance.

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9. Visitors: Persons other than those specifically listed on the rental agreement shall be strictly prohibited from staying in the rental unit for more than 7 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" shall include, but not be limited to, long-term or regular houseguest, live-in babysitters, and visiting relatives. Tenant shall notify the management in writing any time the Tenant expects any guest will be staying in excess of the time limits in this paragraph. Additional Tenants cannot occupy the premise without first being approved by management and are subject to full screening procedure. Unauthorized Tenants are a violation of this agreement and are grounds for termination.
  
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  - Tenant agrees to provide pest control in the event it is needed.
  - Expense or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets or wash- basins shall be Tenant's responsibility
17. Repairs: In the event repairs are needed beyond the competence of the Tenant, he or she is urged to arrange for professional assistance. Tenants are offered the discount as an incentive to make their own decisions on the property they live in, and to allow the Landlord to rent the property without the need to employ professional management. Therefore, as much as possible, the Tenant should refrain from contacting the Landlord except for emergencies or for repairs costing more than the discount since such involvement by the Landlord will result in the loss of the discount. THE LANDLORD MUST APPROVE ANY REPAIR THAT WILL COST MORE THAN THE AMOUNT OF THE DISCOUNT OR THE TENANT WILL BE RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR. Any and all improvements made by Tenant shall become the property of the Landlord at the conclusion of this agreement. Drain cleaner of any type, duct tape, calk, or glue are not to be used to remedy leaks, clear blockage, or fix breakage.
18. Worker's Warranty: All parties to this agreement warrant that any work or repairs performed by the Tenant will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Landlord free from harm, litigation or claims of any other person.
19. Vehicles: Tenant agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises; and to park only \_\_\_\_\_ automobile(s), described as follows: \_\_\_\_\_.  
VEHICLES MAY BE PARKED ONLY ON THE PAVED DRIVEWAYS OR DESIGNATED AREA(S) PROVIDED. Tenant agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag, except in the garage. TENANT AGREES THAT ANY VEHICLE PARKED ON ANY UNAPPROVED AREAS OR VEHICLE WITHOUT A CURRENT REGISTRATION MAY BE TOWED AND STORED AT TENANT'S EXPENSE.
20. Pets: Tenant agrees to pay a non-refundable pet fee of \$35 per month per pet. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Tenant harbors an undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. The Tenant specifically understands and agrees:
- a) No pet which is attack-trained or vicious, with a history of biting people or other animals, or of property damage

will be kept on the premises;

- b) That the Tenant is solely responsible for any and all damage to the Landlord's property including, but not limited to, the premises, carpeting, draperies and blinds, wall-coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;
- c) That in a like manner, he is responsible for any and all damage or loss to persons or property of others caused by the Tenant's pet(s) and in this regard does hereby agree to hold the Landlord harmless for any such damage;
- d) That all pet(s) should be cared for and maintained in a humane and lawful manner;
- e) That all pet waste shall be removed and disposed of promptly, including wastes in neighbor's yards distributed by Tenant's pets; and
- f) That all pets shall be maintained so as to not cause annoyance to others.

21. Tenant's Obligations Under Florida Statute 83.52: The Tenant agrees to meet all of Tenant's obligations as spelled out in F.S. 83.52 including:

- a) Taking affirmative action to insure that nothing exists that might place the Landlord in violation of applicable building, housing, and health codes.
- b) Keeping the dwelling clean, and sanitary, removing garbage and trash as they accumulate, maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing fixtures, faucets, pipes, etc.
- c) Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
- d) Assuring that property belonging to the Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- e) Conducting him/herself, his/her family, friends, guests, and visitors in a manner that will not disturb others. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.

22. In the event of an emergency Landlord may contact:

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Relationship to Tenant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

23. Court Costs: Tenant agrees to pay all court costs and Attorney's fees incurred by the Landlord in enforcing legal action or any of the Landlord's other rights under this agreement or any law of the State of Florida. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.

24. Landlord's Statements: All rights given to the Landlord by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise, or failure to exercise, by the Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his Agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

25. Abandonment: If Tenant leaves said premises unoccupied for 5 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant there from, removing at Tenant's expense all of Tenant's property contained therein and placing it into storage at Tenant's expense.

26. Extended Absence: Tenant will notify Landlord in advance if Tenant will be away from the premises for 10 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

27. Right to Sign: The individual(s) signing this Lease Agreement as to Tenant stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.

28. Utilities: Tenants shall be responsible for payments of all utilities, garbage, water & sewer charges, telephone, gas or other bills incurred during their residency. They specifically authorize the Landlord to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement.
29. Personal Property: No rights of storage are given by this agreement. The Landlord shall not be liable for any loss of personal property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of Landlord, or Landlord's Agent, contractors, or employees, or by any other cause, whatsoever. Tenant covenants and agrees to make no claim for any such damages or loss against Landlord, but to purchase needed insurance, or to provide self-insurance in adequate amounts to offset any risk.
30. Removal of Property: Tenant agrees not to remove or alter in any way Landlord's property without specific written permission from the Landlord. Any removal or alteration of the Landlord's property without permission shall constitute abandonment and surrender of the premises, and termination by the Tenant of this agreement. Landlord may take immediate possession and exclude Tenants from the property, storing all Tenants possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
31. Waterbeds: In the event any occupant of the premises shall use a flotation bedding system, the Tenant shall carry an insurance policy with a loss payable clause payable to the Landlord. This policy should cover personal injury and damage to the Landlord, and should be in a form standard to the industry. The minimum limits should be \$1,000.00. In the event the Tenant installs a flotation bed installation, then the Tenant is in default, and Landlord will be entitled to all applicable remedies.
32. Termination: After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 30 days prior to the end of any monthly period. The Landlord may change any provision of this agreement in like manner.
33. Landlord's Agent and Access: Landlord may be represented by an Agent who will carry identification. Tenant specifically agrees to permit the Landlord or Landlord's Agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request.
34. Telephone: Tenant agrees to furnish to the Landlord all telephone numbers for landlines at the premises, and any changes, within three days after installation.
35. Radon: 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 gas 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.
36. Smoke Detectors: Smoke Detectors have been installed in this residence. It's the tenant's responsibility to maintain the smoke detectors, including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, Tenant has an affirmative duty to notify Landlord immediately.
37. Compliance with the Law: Tenant shall not violate any applicable local, state, or federal law or regulation in or about the premises.
38. Acknowledgement: In this agreement the singular number where used will also include the plural and the masculine gender will include the feminine. The below signed parties acknowledge that they have read and understand all of the provisions of this agreement.

[ SIGNATURE PAGE TO FOLLOW ]

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witnesses as to Tenant:

Tenant:

\_\_\_\_\_  
Witness #1 Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
Print Name: \_\_\_\_\_

Witnesses as to Landlord:

Landlord:

\_\_\_\_\_  
Witness #1 Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Signature  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_