

RESIDENTIAL LEASE AGREEMENT

(Yearly)

THIS LEASE dated this _____ day of _____, 2____, by and between _____, hereinafter referred to as "Landlord", and _____, hereinafter referred to as "Tenant".

FOR AND IN CONSIDERATION of the mutual covenants herein contained to be kept and performed by the parties hereto, the Landlord leases to the Tenant the following described premises:

1. **TERM.** This lease shall be for a term of _____ (_____) months which term shall commence on the _____ day of _____, 2____, and shall terminate on the _____ day of _____, 2____, unless sooner terminated as herein provided. During the term of this lease, Tenant shall pay rent in the total amount of _____ Dollars (\$_____).

2. **RENT.** Tenant shall pay to Landlord rent in the sum of _____ dollars (\$_____) per month payable in advance on or before the _____ day of every month during the term of this lease. In the event this lease begins on a date other than the day rent is normally due, the first rental payment shall be prorated up to the next payment date and all future payments shall be paid in accordance with the terms above. All rent shall be paid in legal tender of the United States without setoff, abatement or reduction at the address stated in paragraph 18 hereinafter. Tenant shall pay to Landlord a late charge of 5% of the monthly rental payment amount when rent is paid after the 4th day past the rent due date and shall pay a service charge of \$50.00 for each bad check given to Landlord in payment of rent. All late charges, bad check charges and other monetary obligations of Tenant herein shall be considered additional rent. Nothing herein contained shall prevent the Landlord from beginning eviction proceedings as early as the day after the rent due date if rent has not been paid by said rent due date. By accepting checks to pay for rent, Landlord is not waiving its right to require rent to be paid in legal tender of the United States of America (cash).

3. SECURITY DEPOSIT AND LAST MONTH'S RENT.

a. **SECURITY DEPOSIT.** In addition to the first monthly rental payment, Tenant shall deposit with the Landlord the sum of _____ dollars (\$_____), as security deposit, the receipt of which is hereby acknowledged, as security to Landlord for the performance by Tenant of all the obligations and undertakings required to be performed by Tenant under this lease, including the payment of rental payments when due. If this lease is terminated as a result of the default of Tenant, the security deposit referred to herein shall become the unconditional property of Landlord, not as a penalty, but as damages agreed upon by Landlord and Tenant to partially cover the following:

Unpaid rents that may be due Landlord, damages to Landlord for the premises being vacant, for having to re-let the premises prior to the expired term, including sums necessary to advertise the premises, to show the premises to prospective tenants, and to clean the premises. However, Landlord does not, by this provision, waive its right to pursue any action to recover from the Tenant any further damages caused to said premises by the Tenant or to recover any additional unpaid rents due and owing Landlord.

Tenant understands and agrees that although the security deposit may be taken by Landlord in partial payment for any rents that may be due and owing, the Tenant may not consider that the security deposit shall stand as rent for the last month or any other month of the lease term and Tenant must pay all rent when due notwithstanding that a security deposit is being held by Landlord.

If the Tenant shall not be in default hereunder upon the expiration of the lease term, and if the leased premises shall be returned and surrendered to Landlord in the same good state and condition as they were when they were received, except for normal wear and tear, Landlord shall return said security deposit to Tenant. If Tenant returns the leased premises to Landlord at the expiration of the lease term, but there are damages to the leased premises beyond normal wear and tear or if Tenant leaves or abandons the premises owing rent to Landlord, the Landlord may make a claim against the security deposit as provided by law in addition to pursuing other remedies available.

b. LAST MONTH'S RENT. At the execution of this Lease, Tenant shall pay Landlord the sum of _____ dollars (\$ _____), as last month's rent.

____ (check if applicable) If Landlord rents 5 or more individual dwelling units, an addendum is attached with depository information concerning how and where security deposit is held by Landlord.

4. PETS. Tenant shall not keep a pet animal at said premises without the express written permission of Landlord. Any Tenant who is permitted to have a pet animal at the premises shall pay a \$ _____ non-refundable pet fee per pet. Fish tanks are permitted with a single \$100.00 non-refundable pet fee. No pet or fish tank may be brought upon the premises without the Tenant having first obtained the written permission of Landlord and having paid the applicable non-refundable deposit.

5. OCCUPANCY AND USE OF PREMISES AND NUMBER OF RESIDENTS. The leased premises shall be used only for residential purposes. Tenant agrees that the premises shall be occupied only by _____ (____) adults and _____ (____) minor children. Tenant must secure written permission of Landlord in the event additional persons occupy the premises. Tenant shall not permit said premises to be used for any purpose that will injure or damage the reputation of the building or property. Tenant will not use or keep in said premises anything which would in any way affect the terms and conditions of a standard fire insurance policy or increase the fire insurance rates. Tenant shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet and peaceful enjoyment of the other residents of the property or neighbors, or which would be in violation of any governmental statute, ordinance, building, housing or health codes.

6. MAINTENANCE OF PREMISES.

a. Original Condition. The leased premises and the fixtures contained therein shall be deemed to be clean and acceptable and in good repair and operative unless otherwise reported in writing to Landlord by certified USPS mail within forty-eight (48) hours of the commencement of the lease term. Tenant understands and agrees that there are sufficient working smoke detectors in the leased premises and agrees to maintain them during the term of this agreement, including, but not limited to replacing any batteries when needed.

b. Cleanliness. Tenant shall keep said premises and fixtures contained therein in a clean and tenable condition, and upon vacating shall leave same in the condition existing at the commencement of this lease or pay Landlord for the cost of restoring said premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted.

c. Repairs. Landlord shall make all necessary repairs to the roof, ceiling, walls, floors, exterior windows and exterior doors of the building containing the leased premises. Landlord shall be responsible for the maintenance of and the repair of building equipment, such as plumbing, heating, and similar equipment, so as to insure their proper operation during the term of the lease. Otherwise, Tenant shall be responsible for keeping and maintaining said premises in as good repair as the same are in at the

commencement of this lease, ordinary wear resulting from careful usage excepted. The cost of service to any fixture or repairing any damage resulting from tenant misuse or abuse of any fixture or portion of the premises shall be paid by Tenant upon demand by Landlord and shall be deemed additional rent upon the next regular rental due date. Notwithstanding anything written herein to the contrary, Tenant is responsible to frequently check and install, if necessary, all replacement filtration elements and screen type filters as needed for the HVAC system in the premises (heating and air conditioning systems), at tenant's expense.

d. Alterations. No alterations or changes in or to said premises or the fixtures contained therein, shall be made except upon written consent of Landlord.

e. Lawn, Shrubs Trees. Tenant shall be responsible for and maintain the lawn, shrubs and trees.

f. Utilities. The Tenant shall pay for and be responsible for all utilities supplied to the leased premises, including but not limited to, electricity, gas, water, sewer and garbage. Tenant must place electric/power service and water, sewer and garbage service into tenant's own name. Upon vacating the premises, Tenant agrees to pay all utilities for which he/she is responsible. Any remaining utilities due on behalf of Tenant shall, at the option of Landlord, be paid from Tenant's security deposit. All obligations to pay utilities shall be considered additional rent to Landlord.

g. Extermination. Tenant shall, at all times during the tenancy, make reasonable provisions for the extermination of rats, mice, roaches, ants, wood-destroying organisms and bedbugs in the leased premises. Landlord has no obligation hereunder to provide extermination services to the leased premises.

7. **LIABILITY DISCLAIMED / MOLD NOTIFICATION AND RELEASE**. Landlord shall not be liable or responsible for any damage done or occasioned by or from the bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about said building or premises, nor for any damage occasioned by water being upon or coming through the roof, walls or otherwise or for any damage arising from acts or neglect of other occupants of the same building. All personal property of Tenant kept on or within the leased premises shall be kept there at the risk of Tenant only, and Landlord shall not be liable for any damage caused thereto or the theft thereof. Tenant is strongly advised to purchase renter's insurance to cover his/her personal property. **Tenant has fully inspected the leased premises prior to taking occupancy of same and warrants that no mold or mildew is present in the structure. Tenant understands that mold and mildew is common in Florida and may occur in the leased premises. Landlord shall have no obligation or requirement to inspect for mold or mildew in the leased premises during the term of his lease. Tenant agrees to regularly inspect and treat the premises for mold and mildew occurrences and shall be responsible for any and all maintenance that may be necessary to prevent the occurrence of and the eradication of mold and mildew, if mold and/or mildew occur in the leased premises. Tenant warrants to Landlord that neither Tenant nor Tenants' family are allergic to mold and mildew. Tenant agrees to inform Landlord immediately in the event of water leakage or moisture accumulation or buildup in any area of the premises which might cause mold or mildew. This requirement shall not be construed to mean that Landlord shall be obligated to take any action to rid the premises of mold or mildew. In consideration of this lease, Tenant, for himself/herself/themselves and Tenants' family and guests, agrees to hold Landlord safe and harmless from any damages or injuries caused to Tenant, Tenants' family or guests because of the presence of mold or mildew in the leased premises and further releases, acquits, satisfies and forever discharges Landlord from all, and all manner of action and actions, cause or causes of action, suits, debts, sums of money, damages, judgments executions, claims and demands whatsoever, in law or in equity, which Tenant, Tenants' family and guests, now or in the future may have upon or by reason of any matter, cause or thing and specifically for damages, injuries or losses occasioned by mold or mildew being present in the leased premises.**

8. **LIABILITY OF TENANT FOR CASUALTY DAMAGE TO PREMISES**. Tenant shall be responsible for and liable to Landlord for any damages incurred to the leased premises and any adjacent premises, including any fixtures or appliances, as a result of a fire or other casualty caused by the negligence or willful acts of Tenant and the same shall be deemed additional rent becoming due on the next

regular rental payment date.

9. **RIGHTS OF ENTRY BY LANDLORD.** Landlord may upon verbal notice to Tenant and between the hours of 7:30 a.m. and 8:00 p.m., Monday through Saturday, enter and inspect the leased premises, make necessary repairs, show the premises to persons wishing to rent or purchase the same. The Landlord may enter the premises at any time, without notice to Tenant, for emergency repairs or for the protection or preservation of the premises. The Landlord may further enter the dwelling unit when necessary for exhibiting the unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances: (a) With the consent of the tenant; (b) In case of emergency; (c) When the tenant unreasonably withholds consent; or (d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments.

10. **SUBLEASE OR ASSIGNMENT.** Tenant shall not assign or sublet the leased premises without the express written permission and consent of Landlord. In the event Landlord permits an assignment or subletting of the premises, the Tenant shall not be relieved of any liability on this agreement.

11. **TERMINATION.** Upon the termination date of this Residential Lease Agreement, as specified above in paragraph 1, the Tenant agrees to vacate the premises.

12. **DESTRUCTION OF PREMISES BY CASUALTY.** In the event the leased premises be rendered un-tenantable by reason of fire, explosion, hurricane, or other casualty, Landlord, at its option, may either repair the premises to make the same tenantable within ninety (90) days thereafter, or may, at its option, terminate this lease. In the event of such termination, Landlord shall give Tenant thirty (30) days notice in writing, whereupon this lease shall be terminated in accordance with such notice. The termination date does not have to be at the end of a rental month. If the premises be damaged but not rendered un-tenantable, the rental due hereunder shall not cease or be abated during the period of repair of such damage but Landlord shall proceed with such repairs as expeditiously as possible under existing circumstances. Landlord shall not be liable for any injury or damage to persons or property caused by such casualty. In any event, Tenant shall not be liable for rent for any period when premises are un-tenantable.

13. **DEFAULTS, ACTIONS BROUGHT AND WAIVER OF JURY TRIAL.** In the event Tenant shall vacate or abandon the leased premises at a time when rent is due and unpaid or prior to the end of the lease term or in the event of non-payment of rent as herein provided, or in the event of any breach of any of the provisions, conditions or covenants of this lease by Tenant as set forth herein, Tenant's right of possession of the leased premises shall terminate forthwith, with or without notice or demand, and the Landlord may re-enter and re-take the leased premises without further notice to Tenant. In the event it becomes necessary for Landlord to bring an action for possession of the premises in a court of competent jurisdiction for violation of any term or condition of this Residential Lease Agreement by Tenant, including the nonpayment of rent, Tenant agrees to bring any action against Landlord, for whatever reason, in a separate action at law and not as a counterclaim to Landlord's possession action. In the event Tenant does bring a counterclaim against Landlord within the same action brought by Landlord, Landlord shall be entitled to an immediate dismissal of said counterclaim by the court. **TENANT HEREBY WAIVES THE RIGHT TO JURY TRIAL IN ANY ACTION BY LANDLORD AGAINST TENANT FOR POSSESSION OF THE PREMISES OR IN ANY COUNTERSUIT OR LAWSUIT BY TENANT AGAINST LANDLORD, WHICH ACTIONS ARE BROUGHT OR BASED UPON THE TERMS OF THIS AGREEMENT OR UPON THE PROVISIONS OF CHAPTER 83, FLORIDA STATUTES.**

14. **TENANT'S ABANDONED PROPERTY.** Landlord is not responsible for Tenant's abandoned property. BY SIGNING THIS RESIDENTIAL LEASE AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY INCLUDING VEHICLES OR BOATS. FURTHER, 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. However, this shall not prevent Landlord from enforcing any rights afforded to Landlord by s. 715.10 - 715.111, Florida Statutes.

15. **ATTORNEY FEES.** In the event it becomes necessary for either party enforce the provisions of this agreement in a court proceeding, the prevailing party shall be entitled to an award of court costs and a reasonable attorney fee, at both the trial and appellate levels.

16. **QUIET ENJOYMENT.** Landlord agrees that as long as Tenant pays the rent and performs all of the covenants contained herein and complies with all of the rules and regulations affecting the use and occupancy of the leased premises, he/she shall have peaceful possession and quiet enjoyment of same, subject to the terms hereof and matters beyond the control of Landlord.

17. **GENERAL RULES AND REGULATIONS.**

a. The sidewalks, entryway, passages, hallways, doors and stairways shall not be obstructed by Tenant, nor used by him/her for any other purpose than ingress and egress to and from his/her respective dwelling unit.

b. Tenant shall not, without the express written consent of Landlord, in any way change or add any additional lock(s) to the doors existing when Tenant takes possession of the leased premises. In the event Landlord consents to same and/or Tenant changes or adds locks to the premises, Tenant shall give Landlord duplicate keys within 48 hours of changing locks.

c. Tenant and Tenant's family and guests agree to use only those parking areas as specified for Tenant's use by Landlord. Tenant shall not park any boat, trailer or mobile home on the premises and agrees that parking same shall be unauthorized. In the event of any unauthorized parking by Tenant, Tenant's family or guests, Landlord is hereby authorized and may tow said unauthorized parked units in accordance with Florida statutes.

d. Landlord reserves the right to promulgate additional reasonable rules and regulations which shall be binding upon Tenant upon the expiration of 15 days written notice of same to Tenant. Said Rules and Regulations shall be either personally delivered to Tenant or posted in a conspicuous place in the common areas of the complex or units. Either of said methods of notification shall be deemed written notice to Tenant of such new or additional rules and regulations. The rules and regulations, if any, attached to this Residential Lease Agreement are part of the lease and are hereby acknowledged and assented to by Tenant who agrees to abide by same.

18. **NOTICES.** Any notices or demands to be given hereunder by either party shall be given in writing to Landlord at:

_____,
or at such other address as Landlord may give in writing to Tenant at any time hereafter, and to the Tenant in care of the leased premises. Any notices to Landlord must be given by certified USPS mail.

19. **ENTIRE AGREEMENT.** This Residential Lease Agreement and any written attachments or addenda, contain the entire agreement between the parties, and any agreement, change, amendment or alteration made hereafter shall be invalid and of no effect unless is it in writing and signed by each of the parties hereto. No oral agreements shall be binding as to the subject matter contained herein unless it is reduced to writing as per the above terms and conditions. It shall not be deemed a waiver of the terms of this paragraph that the Landlord may do any act or thing that might be interpreted or construed as conforming to any oral or unwritten amendment or alteration of the terms hereof.

20. **NO WAIVER.** The failure on the part of the Landlord to enforce any provision or term contained in this Residential Lease Agreement or to insist upon strict performance by Tenant to the terms hereof at any time shall not operate as a waiver by Landlord of the right to require Tenant to conform strictly to any partially performed or future requirements or obligations of Tenant herein. The Landlord is free to delay or postpone enforcement by Tenant of Tenant's obligations under this agreement or Florida

law as Landlord sees fit, and any such delay or postponement by Landlord shall not be deemed, by any party or court, to be in waiver of Landlord's rights to later seek enforcement of the terms and conditions set forth.

21. **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 public health unit.

22. **SEVERABILITY OF PROVISIONS, GENDER, ETC.** In the event any provision or a portion of any provision of this Residential Lease Agreement is declared unenforceable or invalid by any court or administrative body having jurisdiction, the remaining provisions of the lease shall be deemed enforceable and shall remain in full force and effect. Any reference herein to the masculine or feminine shall be interchangeable herein as well as any reference to the singular or plural.

23. **LEAD WARNING STATEMENT (For pre – 1978 buildings / improvements).**

____ (Check if applicable) Lead Warning Addendum to Residential Lease Agreement is attached because the building structure was constructed prior to 1978.

IN WITNESS WHEREOF, the parties hereto have executed this Residential Lease Agreement on the date and year first above written.

Signed, sealed and delivered
in the presence of:

_____	Landlord	Date
_____	Landlord	Date
_____	Tenant	Date
_____	Tenant	Date

*The Blank Form of This Residential Lease Agreement
has been prepared by :
KEITH A. RINGELSPAUGH, ESQUIRE
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LEAD WARNING ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

Address of Premises: _____

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure. (initial)

____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

/ / Known lead-based paint or lead-based paint hazards are present in the housing.
(explain)

/ / Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

____ (b) Records and reports available to the Landlord (check one below):

/ / Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

/ / Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

____ (c) Tenant has received copies of all information listed above.

____ (d) Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

____ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d. and is aware of his/her responsibility to ensure compliance.

Certificate 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.

Tenant Date

Landlord Date

Tenant Date

Landlord Date

Agent Date

Agent Date

SECURITY DEPOSIT DEPOSITORY ADDENDUM

Address of Property: _____

It is hereby acknowledged by the parties that the security deposit is being held by Landlord (check one selection):

_____ In a separate non-interest bearing account in a Florida Bank for the benefit of the Tenant (**cannot be commingled with Landlord's funds**)

_____ Held in a separate interest bearing account in a Florida Bank for the benefit of the Tenant in which case Tenant entitled to 75% of annualized average interest earned or 5% simple interest, whichever Landlord chooses (**cannot be commingled with Landlord's funds**)

Name of Florida Banking institution: _____

Address of Florida Banking Institution: _____

_____ Or, Landlord has posted surety bond with clerk of circuit court in proper amount set forth in 83.49 (1) (c), Florida Statutes, in which case Tenant entitled to 5% simple interest (**Landlord may commingle funds**)

Required Notice Provisions By Statute:

YOUR LEASE 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 MAIL YOU NOTICE, 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 NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL 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.

Acknowledgment by Parties of Above Information:

Landlord Date

Landlord Date

Tenant Date

Tenant Date