

# ANNUAL RENTAL AGREEMENT

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_

and \_\_\_\_\_

Hereinafter called respectively Lessor and Lessee.

**WITNESSETH:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor for use as a residence those premises described as: **A SINGLE FAMILY RESIDENCE** Located at: \_\_\_\_\_ for a **TWELVE (12)** month tenancy commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_ and at a monthly rental of \_\_\_\_\_ per month, payable monthly in advance on the **First (1<sup>st</sup>)** day of each month, for a **TWELVE (12)** consecutive monthly rental of \_\_\_\_\_ on the following

## TERMS AND CONDITIONS:

1. **BY CHECK OR MONEY ORDER(S) RECEIVED ON OR BEFORE THE FIRST (1<sup>st</sup>) DAY OF EACH MONTH RENT IS DUE. IF PAYMENT IS BY CHECK, ONLY ONE CHECK FOR THE ENTIRE PAYMENT DUE SHALL BE ACCEPTED.** Rent is due and payable monthly in advance on the **first (1<sup>st</sup>) day** of each month at the Lessor's address as listed on "**Page 5**" of this Rental Agreement or at such other place as may be designated by Lessor. Rent shall be considered late and a late payment fee shall be due if not received by **9:00AM** on the **first (1<sup>st</sup>) business day** after the **fifth (5<sup>th</sup>) day** of the month. **Please remit all payments by mail at least five (5) days in advance to avoid late payment fees.** The term "**rent**," whenever appearing in this Agreement, shall include, in addition to monthly payments specified, any late payment fees, guest fees, dishonored check fees, delinquency delivery fees, administrative fees, legal fees, transaction fees, wire transfer fees, unpaid deposit fees, maintenance fees, repair costs that are Lessee obligation, utilities costs that are Lessee obligation, and any other fees or charges that may be required to be paid by Lessee.

2. **Late Payments, Dishonored Checks, Delinquency Notices, and Delivery Fees:** A late payment fee of **five percent (5%)** of the rent amount is charged if the rent or other sum due from Lessee is not received on time and Lessor may immediately serve Lessee with a **Three (3) Day Notice** and retake possession in accordance with **Section 83.56(3), Florida Statutes**. For all dishonored checks a fee of **seventy-five dollars (\$75.00)** is charged in addition to the late payment fee. In the event a check is dishonored for any reason Lessor shall require certified funds for future rent payments. Should the rent remain unpaid by **9:00AM** on the **first (1<sup>st</sup>) business day** after the **tenth (10<sup>th</sup>)** day of the month, Lessor shall impose additional applicable late fees and charges in the amount of **twenty dollars (\$20.00) per day** until the full amount due is received. **Partial rent payments will not be accepted.** Lessee shall be charged, in addition to the late payment fees and dishonored check fee, a delivery fee of **seventy-five dollars (\$75.00)** for each delivery of a Notice of Non-Compliance, Notice to Vacate, or any other Notice the Lessor deems necessary to serve or have served on Lessee.

3. **Security Deposit.** Lessee agrees to pay Lessor a Security Deposit of \_\_\_\_\_ to secure Lessee's pledge of full compliance with the terms of this Agreement. The security deposit may be applied by Lessor for any monies owed by Lessee under this Agreement or current Florida Law, or as may be amended, to physical damages to Premises and to any and all costs and attorneys fees associated with Lessee's failure to fulfill the terms of this Agreement. Lessee may not dictate that the security deposit be used for any rent due. Should Lessee breach this Agreement by abandoning, surrendering, or being evicted from Premises prior to the expiration of this Agreement, the security deposit shall be forfeited as **liquidated damages** resulting from breach of this Agreement in accordance with **Section 83.595, Florida Statutes**. In addition, Lessee shall be responsible for unpaid rent, physical damages, attorney's fees, court costs, process service fees, cost to re-rent Premises including, but not limited to advertising expense, and any other amounts due under the terms of this Agreement or current Florida Law, or as may be amended. All Security Deposit funds are held at the

in a separate non-interest bearing account in accordance with **Section 83.49(1)(a), Florida Statutes**. Refer to **Section 13** and **Section 15** of this Agreement regarding Security Deposit refunds and Security Deposit refund requirements.

## 4. Occupancy and Use.

a. The said premises shall be occupied by no more than ( ) **ADULTS AND** ( ) **CHILDREN;** nor shall the said premises be occupied by anyone not named as Lessee in this Agreement for a period exceeding **Seventy-two (72) hours** without prior written consent of Lessor. A guest fee of twenty dollars (**\$20.00**) per guest per day shall be paid to Lessor as additional rent. **Guest fees** shall be due **on the first (1<sup>st</sup>) day** of that month guest will be residing on premises.

b. Lessee, members of Lessee's household, Lessee's occupants, guests, servants, invitees, or any other persons related to or affiliated in any way with Lessee shall not use the Premises for, nor permit, or allow on or near the Premises the following: hazardous substances; commercial activities; general storage purposes; in-line or skateboard ramps; trampolines; above ground swimming pools; or any other use, purpose, activity, or device that may increase the rate of insurance for Lessor or cause a nuisance or hazard for Lessor or Lessor's neighbors.

c. The term "**hazardous substances**," as used in this Agreement, shall mean pollutants, contaminants, toxic or hazardous waste, medical or infectious waste, reactive substances that could explode, or any other substances the removal of which is required or the use of which is restricted, prohibited, or penalized by any "environmental law," which term shall mean any federal, state, or local law or ordinance relating to pollution or protection of the environment.

d. **Crime-Free Premises.** Lessee, members of Lessee's household, Lessee's occupants, guests, servants, invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting Lessee's Premises or is given access to Premises by Lessee, members of Lessee's household, or Lessee occupants, or who is on Premises, or any other person on Premises or on the common grounds of Premises invited there in any way by Lessee, member of Lessee's household, or Lessee occupants

I. Shall not remove Lessor's property, furniture or accessories from Premises; Shall not engage in or in any way be involved in criminal activity in, at, on, or near Premises or common area; and in the case of Lessee, members of Lessee's household, or Lessee occupants, in, at, on, or near Premises or common area, nor even off Premises.

II. Shall not permit Premises to be used for any criminal activity, including drug-related criminal activity. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance at any location, whether in, at, on, or near Premises or common area; and in the case of Lessee, member of Lessee's household, or Lessee's occupants, in, at, on, or near Premises or common area, nor even off Premises.

III. Shall not engage in any criminal activity including, but not limited to, prostitution as defined in Current Florida law, or as may be amended, criminal street gang activity as defined in Current Florida law, or as may be amended, assault as defined in Current Florida law, or as may be amended, the unlawful discharge of firearms in, at, on, or near Premises or common grounds, or any other breach of this Agreement that otherwise jeopardizes the health, safety, and welfare of Lessee, Lessor, other residents, or involving imminent or actual serious property damage as defined in Current Florida law, or as may be amended.

**5. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Premises may not be used for illegal, immoral, or improper purposes.

**Violation of any of the above provisions shall be a material and irreparable violation of this Agreement and good cause for termination of Tenancy.** A single violation of any provision of this section shall be deemed a serious violation and a material and irreparable non-compliance. Unless otherwise prohibited by law, proof of violation **shall not require criminal conviction**, but shall be by a preponderance of the evidence. In the event that a provision of this section is violated, Lessee shall be subject to termination of this Agreement, immediate eviction, the forfeiture of all deposits and fees, and shall reimburse Lessor for all costs incurred by Lessor as a result of said violation, including but not limited to loss of income for the remaining term of the Agreement and costs to make Premises ready for re-leasing and re-leasing expenses.

**6. Repairs or Alterations.** Lessee shall be responsible for damages caused by Lessee negligence and that of his family or invitees and guests. Lessee shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. Lessee shall not hang, adhere or nail any object including pictures, frames, banners, clothing, posters, and mechanical devices on or from the walls, doors, moldings and ceilings of the premises without prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises. **The interests of Lessor shall not be subject to Liens for improvements made by Lessee as provided in Title XL Section 713.10(2)(a), Florida Statutes. Lessee must notify all parties performing work on the property at Lessee's request that the Lease Agreement does not allow Liens to attach to Lessor's interests.** Lessor may repair, at the expense of Lessee, all damages, or injury to the Premises resulting from the misuse or negligence of Lessee, a member of Lessee's family, or other person on the Premises with Lessee's consent. Lessee shall pay the cost of such repairs to Lessor as additional rent within **five (5) days** of rendition of Lessor's bill concerning such costs. There shall be no allowance to Lessee and no liability on the part of Lessor by reason of inconvenience or annoyance arising from the making of any repairs, alternations, additions or improvements to the Premises or any portion of the building in which the Premises are located. Lessor shall be responsible to repair damages not caused by Lessee's negligence or that of his family or invitees and guests at Lessor's expense in a reasonable, timely manner after verbal or written notification by Lessee to Lessor or Lessor's agent.

**a. Smoking. Smoking is Prohibited** in any area in or on the premises whether enclosed or outdoors. This policy applies to Lessee, Lessee's guests, employees, and servicepersons. The Lessee will be responsible for all damages caused to the premises due to Lessee, Lessee visitors, invitees, guests or service persons smoking in or on the property.

**7. Upkeep of Premises.** Lessee shall keep and maintain the premises in a **clean** and **sanitary** condition at all times as provided in **Section 83.52, Florida Statutes**, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, **ordinary** and **reasonable** wear by the elements excepted. Lessee shall be responsible for **one hundred (100)** percent of the cost of all maintenance including but not limited to the cost of lawn care, lawn equipment and weed removal products, HVAC replacement filters, appropriately sized light bulbs, cleaning products, professional janitorial services, professional extermination services, and all pest control and maintenance products.

**8. Assignment and Subletting.** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

**9. Utilities.** Lessee shall be responsible for the payment of all utilities and services. Lessee agrees to pay the total for the following utilities charged to above address: electricity, trash collection, alarm monitoring, sewer and water consumed during the term of the Lease, the total for telephone, wired or wireless internet access and cable television access charged to Premises during the term of the Lease. Lessee is responsible for making all arrangements with the utility, phone, and cable companies in Lessee's name, including required deposits, for all utilities and services to be paid for by Lessee.

**10. Default.**

**a.** If Lessee fails to keep any of Lessee's Agreements stated in the Lease Agreement, other than Lessee's agreement to pay rent, or if Lessee engages in objectionable conduct, or if the Lessee violates a responsibility imposed by Law, or if the Premises are damaged because of negligence or misuse by Lessee, a member of Lessee's family or other person on the Premises with Lessee's consent, then, in any one (1) or more of such events, Lessor may serve upon Lessee the **Seven (7) Day Notice** referred to in **Section 83.56(2), Florida Statutes**, and if such default of Lessee has not been cured and corrected or objectionable conduct stopped within said seven (7) day period, then at the end of said seven (7) days, Lessor may at Lessor's option, either (i) terminate the Lease by serving upon Lessee a **Three (3) Day Notice** of Lessor's election to do so, and upon the expiration of said three (3) days the Lease shall terminate and Lessor shall retake possession of the Premises for Lessor's own account, or (ii) retake possession of the Premises for the account of the Lessee, who shall remain liable to Lessor; and in either event Lessee shall give up the Premises to the Lessor.

**b.** If Lessee shall make default in the payment of the rent, and such default shall continue three (3) days after the giving of the written **Three (3) Day Notice** referred to in **Section 83.56(3), Florida Statutes**, Lessor may at Lessor's option, either (i) terminate the Lease, and retake possession of the Premises for the account of Lessee, who shall remain liable to Lessor; and in either event Lessee shall give up the Premises to Lessor.

**11. Destruction of Premises:**

**a.** If the Premises are damaged or destroyed so that the enjoyment of the Premises is substantially impaired, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Lessor, provided, however, that in the event of such substantial impairment, Lessor or Lessee shall have the right to terminate the term of the Lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Lessee exercises the option to terminate, Lessee must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Lessor shall proceed to repair the Premises, and the Lease shall not terminate.

**b.** If the Premises shall be partially damaged or partially destroyed, without substantial impairment of Lessee's enjoyment of the Premises, the damages shall be repaired by and at the expense of Lessor and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Lessee. Lessor shall not be liable for any inconvenience or annoyance to Lessee resulting in any way from such damage or the repair thereof. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Lessee, a member of Lessee's family or other person on the Premises with Lessee consent, there shall be no apportionment or abatement of rent.

**12. Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and when necessary to make repairs and alterations to the premises. Lessor or his agent may upon mutually agreed times not to be unreasonably withheld, show the demised premises to prospective buyers, mortgagors, appraisers, and realtors throughout the full term of Lessee's occupancy. Lessor's right to enter the Premises shall be governed by the provisions of **Section 83.53, Florida Statutes**, it being understood that hurricanes or severe weather warnings shall constitute an emergency under such Section. Lessor or his agent may upon mutually agreed times not to be unreasonably withheld, show the property to prospective tenants during the last **thirty (30) days** of Lessee's occupancy.

**13. Security Deposit Refunds.** Upon the vacating of the premises for termination of the Lease, if the Lessor does not intend to impose a claim on the security deposit, the Lessor shall have **fifteen (15) days** to return the security deposit, or the Lessor shall have **thirty (30) days** in which to give the Lessee written notice by certified mail to the Lessee's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. Unless the Lessee objects to the imposition of the Lessor's claim or the amount thereof within **fifteen (15) days** after receipt of the Lessor's notice of intention to impose a claim, the Lessor may then deduct the amount of his or her claim and shall remit the balance of the deposit to the Lessee within **thirty (30) days** after the date of the notice of intention to impose a claim for damages. Security Deposit Refunds shall be as set forth in **Section 83.49(3), Florida Statutes**. Should Lessor's claim exceed the balance of the security deposit then Lessee shall be responsible for those costs and shall reimburse Lessor immediately upon demand by Lessor including collection costs and attorney fees necessary to secure reimbursement.

**14. Termination, Abandoned Property.** This Agreement and the tenancy hereby granted may be terminated at any time by the Lessor by giving the Lessee not less than **one (1) full month's** prior notice in writing. At the end of the term, Lessee shall vacate and surrender the Premises to Lessor, **professionally cleaned**, and in as good condition as they were at the beginning of the term, except for **ordinary** and **reasonable** wear. Lessee shall remove all of Lessee's property. All property, installations and additions required to be removed by Lessee at the end of the term which remain in the Premises after Lessee end, at the option of Lessor, may either be retained as Lessor's property or may be removed by Lessor at Lessee's expense. Termination by Lessee shall be as set forth in **Section 83.682, Section 715.109(1)(a), Florida Statutes** for members of the **U.S. Military**. Abandonment shall be as set forth in **Section 83.59(3)(c), Florida Statutes**.

**15. Return of Security Deposit.** The return of the security deposit is subject to the following provisions:

a. The full term of the Agreement has expired and Lessee has complied with all of the provisions of this Agreement. Costs for all damages to the property including costs to clean the property at move out will be deducted from the security deposit. Costs include hiring **licensed or bonded professionals** to perform all work. Lessee is responsible for loss of rental income if work required to be performed unduly delays re-renting the property within **five (5) days** after vacating.

b. No damage to Premises or its content beyond **ordinary** and **reasonable** wear is evident.

c. **The entire dwelling**, including but not limited to bathrooms and fixtures, floors, windows inside and out, window blinds, ceiling fans and light fixtures (including making sure all light fixtures have appropriately sized and working bulbs), all appliances, closets, accessories, and cupboards are **thoroughly** and **professionally** cleaned.

d. All debris, rubbish and all Lessee property has been removed from Premises and **disposed of properly**.

e. Carpets have been **thoroughly** and **professionally** cleaned and left in satisfactory condition and repair.

f. The HVAC system is clean and in satisfactory condition, **and a clean filter has been installed**.

g. Tile floors have been **thoroughly** and **professionally** cleaned and left in satisfactory condition and repair.

h. All unpaid sums have been paid, including rent, guest fees, late payment fees, dishonored check fees, maintenance or repair costs that are a Lessee obligation, utilities costs that are a Lessee obligation and any other fees or charges that may be required to be paid by Lessee.

i. All **keys, garage remotes**, and **forwarding address form** have been returned to Lessor and a check-out inspection has been made by the Lessor or Lessor's representative within 72 hours-excepting weekends, legal holidays or other days Lessor's office may be closed for business-after return of keys, garage remotes and forwarding address form. **(Refer to Section 32(E) of this Agreement for Lessee responsibility regarding non-return of keys and garage remotes)**.

j. Security deposit refunds, if any, shall be by one check only drawn from the Security Deposit Account identified in **Section "3"** of this Agreement made out in the name(s) of all Lessee, i.e. last remaining Lessee of record, as stipulated in this Agreement, and shall be by certified mail only to primary Lessee(s) forwarding address, as provided by Current Florida law, or as may be amended, and may not be picked up in person from Lessor or Lessor's representative.

**16. Quiet Enjoyment.** Lessor agrees with Lessee that upon Lessee paying the rent and performing all of the terms, covenants and conditions of the Lease Agreement on Lessee's part to be performed, Lessee may peaceably quietly enjoy the Premises.

**17. Holding Over Double Rent.** If Lessee holds over and continues in possession of the Premises, or any part thereof, after the expiration of the Lease, without Lessor's permission, Lessor may recover double the amount of rent due for each day Lessee holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the Lease by fifteen, as set forth in **Section 83.58, Florida Statutes**. Lessee shall also be liable for any and all additional costs and expenses suffered by Lessor as the result of such Lessee's holding over.

**18. "As Is".** Lessee has inspected the Premises and is familiar and satisfied with its present condition. The taking of possession of the Premises by Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken and that **all appliances and fixtures were in proper working order**.

a. **Utilities and Services:** Services such as telephone, cable/satellite TV, Internet access, and/or security system operation and monitoring are solely and completely the Lessee's responsibility. Lessee understands that the Lessor makes no warranties of any kind regarding its condition, reliability, or operation. Should the Lessee choose to use such system already in place, or should Lessee choose to have a system installed, it is understood that use of such system is solely and completely at Lessee's risk and expense. No wires or cables may be attached to walls, moldings, floors or ceiling.

b. **Use of Appliances, Equipment, Systems, Other Personal Property:** Lessee agrees that all appliances, equipment, tools, systems, furnishings, window blinds and verticals, accessories and all other personal property of Lessor located on Premises shall be maintained in good repair and operation by Lessee and at Lessee's expense for maintenance and repairs that are a result of Lessee abuse, misuse or neglect, or according to terms stated elsewhere in this Agreement. Lessee requested service calls that are determined to have been unnecessary because the serviceperson determined that the appliance, equipment, or system was performing within normal limits, or because nothing was wrong related to the requested service call, shall be Lessee expense and Lessee shall reimburse Lessor immediately upon demand. This includes but is not limited to tripped breakers and/or reset buttons. The following items are part of the leased Premises for which the Lessee accepts responsibility:

<u>Yes</u> Stove	<u>Yes</u> Refrigerator	<u>Yes</u> Dishwasher	<u>Yes</u> Central Heat/Air System
<u>Yes</u> Ice Maker	<u>Yes</u> Microwave Oven	<u>Yes</u> Blinds/Verticals	<u>Yes</u> Plug-in Night Lights (12)
<u>Yes</u> Disposal	<u>Yes</u> Smoke Detectors (3)	<u>Yes</u> Ceiling Fans (5)	<u>Yes</u> Auto Garage Door Opener
<u>Yes</u> Carpet/Tile	<u>Yes</u> Security Alarm System	<u>Yes</u> Fire Extinguishers (3)	<u>Yes</u> Garage Door Remotes (4)
<u>Yes</u> Washer/Dryer	<u>Yes</u> Raised Fireplace	<u>Yes</u> Other - Central Vacuum	<u>Yes</u> Other - Intercom System

c. Certain items listed in Section 18(b), may not be under warranty. Lessee understands that such items are left for the use and convenience of Lessee only. Lessor does not warrant their reliability, condition, or operation and will not repair them. Lessee has inspected the premises and agrees that **all appliances and all devices function normally**. Should such items need repair Lessee shall have them repaired at Lessee's expense if said repair is necessary because of abuse, misuse, or neglect by Lessee, members of Lessee's household, Lessee's occupants, guests, invitees, or any other persons affiliated in any way with Lessee. Otherwise, Lessee may choose not to make the needed repair(s) and shall notify Lessor in writing and Lessor may have them removed; it shall be Lessee responsibility to provide Lessee's own replacement at Lessee expense. The property is rented unfurnished. It is Lessee's responsibility to provide Lessee's own furniture, bedding, sheets, pillows, pillow cases, comforters, towels, pots, pans, cookware, small appliances, dishes, glassware, utensils, and etcetera.



**19. Interruption of Service.** Interruption or failure of any service required to be furnished to Lessee by Lessor if due to causes beyond Lessor's control, shall not entitle Lessee to any allowances or reduction of rent.

**20. Pets. No pets shall be brought on the premises at any time** without the express written consent of Lessor, and such consent, if given, shall be revocable by Lessor at any time for good cause. Any violation by Lessee of this provision shall be deemed a breach of a material provision of the Lease Agreement and Lessor may elect to terminate this Agreement based upon such violation. Repairs, replacement of furnishings, repainting, cleaning, fumigating, extermination service costs and all other expenses resulting from violation of this provision shall be the sole responsibility of Lessee.

**21. No Waiver or Lease Term.** The failure of Lessor to take any action against Lessee for violation of any of the terms of the Lease shall not prevent a subsequent act of Lessee of a similar nature from being in violation of the Lease.

**22. No Oral Agreements.** The agrees contained in the Lease set forth the entire understanding of the parties, shall be binding upon the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

**23. Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by the way of limitation, reasonable attorney's fees.

**24. Renewal.** Lessee shall have the right to renew said Lease Agreement upon terms and conditions to be agreed to in writing by the parties at the time of renewal. Lessor agrees that the **maximum** monthly rent at time of renewal will be \_\_\_\_\_ if Lessee had previously complied and agrees to continue to comply with all of the terms of the Agreement throughout his tenancy. **Lessee must notify Lessor a minimum of forty-five (45) days prior to expiration of Lease Agreement of Lessee's intent to renew said Lease Agreement.**

**25. Notices.** Notices are to be sent in writing by certified mail to the parties as per their addresses provided in the Lease Agreement. The place for delivery may be changed giving **ten (10) days** written notice.

**26. Remedies.** All rights and remedies herein created for the benefit of Lessor are cumulative and resort to any remedy shall not be construed to be an election of remedies on the part of the Lessor or to exclude or prevent Lessor's resort to any other remedy in this Agreement provided for.

**27. Invalid Provisions.** If this Lease, or any rules or regulation, applications, or any other instrument by way of reference incorporated herein shall contain any term or provision which shall be held to be invalid or unenforceable, the remainder of the lease, application, rules and regulations and other instruments by way of reference incorporated herein, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted.

**28. Knowledge of Contents.** The parties to this Lease, by and signing and execution hereof, admit and acknowledge that they have read this instrument and every paragraph and have knowledge of all conditions, stipulations, promises, covenants and agreements set forth. Both parties acknowledge this Lease is a **LEGALLY BINDING DOCUMENT** and that all parties have the right and opportunity or seek legal counsel prior to executing said Lease.

**29. Construction of Terms.** Where appropriate, words used in the singular shall include the plural, and masculine gender shall include the feminine form thereof as the identity of the person or persons, or as the situation may require. Paragraph headings are for organizational purposes and are not to have binding effect as part of this Agreement.

**30. Successors and Assigns.** This Agreement shall be binding upon all heirs, successors, assigns, executors, administrators, and legal representatives of the parties hereto.

**31. Radon Gas.** As required by **Section 404.056, Florida Statutes**, Lessor makes the following disclosure: 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. Information regarding radon and radon testing may be obtained from your county health dept.

**32. Additional Terms and Conditions.**

**A.** Lessee is hereby notified that the property may be marketed for sale and/or listed to be sold with a Realtor. Lessee hereby agrees to provide access to prospective buyers upon reasonable notice of intention by Realtor or Lessor.

**B. Maintenance.** The Lessee responsibility includes but is not limited to:

**I. HVAC system:** Cleaning of the HVAC system (heating, ventilation air conditioning) and replacing filters. Maintenance includes keeping the HVAC drain pan and drain line clean and free of obstruction. Filters should be **cleaned/serviced** monthly or sooner if required because of freeze up, poor operation or reduced air flow. System maintenance or repair resulting from abuse, misuse or neglect by Lessee is the responsibility of the Lessee.

**II. Fire Safety Equipment:** Lessee shall be responsible for keeping smoke detector(s) and fire extinguisher(s) operational and for changing batteries in smoke detector(s) when needed. Lessee agrees to check the smoke detector(s) and fire extinguisher(s) immediately upon taking possession of Premises, and shall notify Lessor immediately in writing should smoke detector(s) or fire extinguisher(s) not be operational for any reason. Smoke detector(s) and fire extinguisher(s) should be checked weekly and the responsibility and expense of maintaining them belongs solely and completely to Lessee.

**III. Furniture and Accessories:** This includes keeping the furniture and accessories clean and free of stains and dust. Furnishings should be cleaned monthly or as needed and required. Maintenance or repair or replacement resulting from abuse, misuse or neglect by Lessee is the responsibility of the Lessee. If furnishings are damaged by Lessee, Lessee's family and/or Lessee guest(s) and an exact replacement is unavailable the Lessee is responsible for the entire cost of a comparable replacement including shipping fees, delivery fees, disposal fees, assembly and set up charges if required.

**IV. Yard Maintenance:** Lessee agrees, at Lessee's expense, to maintain the yard in good condition - i.e. keeping the grass cut, edged, and trimmed; keeping trash, limbs, etcetera picked up and properly disposed of off Premises; keeping the shrubs and other plantings appropriately trimmed and at proper levels, usually not higher than window sills. It is the responsibility of the Lessee to ensure that the lawn and plantings are properly watered, purchasing and using water hoses and portable sprinklers, and any other lawn equipment necessary to ensure the grounds are maintained.

**C.** If Lessee shall store, maintain a waterbed, flotation device or any furniture that may contain more than a minimum of **five (5) gallons** of water, Lessee shall be required to carry in the Lessee's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the Lessee and owner against personal injury and property damage to the dwelling unit. In any case, the policy shall carry a loss payable clause to the owner of the building.

**D.** Lessee agrees that during tenancy, the garage is included as part of the Lease Agreement and that no motor vehicle will be parked on any other area surrounding the property other than the garage, driveway and street.

**E. Keys, Locks and Remote Openers.** Lessee agrees that at the termination of this Agreement to return to the Lessor **all keys and copies of keys** to the premises and mailbox. Lessee agrees to return all garage remotes, fixtures, and furnishings in good and working condition, and order. Lessee will be given a set number of keys and garage remotes for the Property. If all keys and remotes are not returned to Lessor following termination of this Agreement all locks will be changed by a **Licensed Locksmith**; and replacement garage remotes will be purchased from and programmed by a Bonded Professional Licensed in the State of Florida to perform such work and the amount will be deducted from the security deposit. Lessee is not permitted to change any lock or place additional locking devices on any interior or exterior door or window.

**F. Autos and Vehicles.** Lessee agrees not to park or store a motor home, RV (recreational vehicle), boat or trailer of any type on Premises without **written** permission from Lessor. Lessee shall not park on the grass. Lessee shall not engage in repair of vehicles on Premises if repairs take longer than one (1) day. No general repairs, restoration, buying, selling, or storage of vehicles or parts is permitted on Premises. All vehicles, which are permitted to be kept on Premises, must be currently licensed and operational, unless stored in an enclosed garage away from public view.

**G. Insurance and Risk of Loss.**

**I. Lessee Loss or Liability.** Lessee understands that Lessor's insurance **does not** cover Lessee's personal property or protect Lessee from loss or liability. **Lessee is responsible for obtaining, and is urged to obtain, renter's insurance to protect Lessee's personal property against loss or damage.** Lessee **is urged to obtain** personal liability protection in the **minimum amount of \$300,000.00**, naming Lessor as an additional insured and **guest medical coverage of \$10,000.00 per person** and provide Lessor copies of insurance binder or policy immediately.

**II. Lessee Personal Property.** Lessee's personal property and any other personal property permitted on Premises by Lessee, except that which may be the personal property of the Owner of the Premises, is on Premises at Lessee's own risk and Lessor shall not be liable for any loss or damage of same, including but not limited to food spoilage, whether arising from criminal acts, fire, storm, flood, acts of God, acts of negligence by any other person, bursting or leaking of water pipes, roof leaks, interruption of utility services, insect infestations, or failure of appliances or other systems.

**III. Lessee Indemnification.** Lessee agrees to indemnify and hold harmless the Lessor/Owner for any loss or damage including but not limited to consequential damages that may be occasioned by or through acts or omissions of persons occupying adjoining Premises or any trespassers.

**IV. Lessee Notice to Lessor.** Lessee shall immediately notify Lessor **in writing** of any personal injury, property damage or any claim for personal injury or property damage. Lessee further agrees to immediately notify Lessor **in writing** of any damage, malfunction, or repair, regardless of cause or amount, to or in Premises or any of its contents or surrounds.

**33. Joint and Several Tenancy.** Lessee acknowledges that this Agreement is between Lessor and each person executing this Agreement as Tenants jointly and severally. Their obligations are joint and several, and all terms of this Agreement shall be fully binding jointly and severally upon each Lessee. In the event of default by one or any Lessee, each and every remaining Lessee shall continue to be responsible for payment of the rent and all other terms of this Agreement. In the event that one Lessee shall default and vacate Premises, that shall continue a waiver of his/her claim or right to the security deposit and advance rent (if any), and said deposit and advance rent (if any) shall continue to be held for the benefit of remaining Lessee(s) and shall be disbursed in the name(s) of any remaining Lessee(s).

**34. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. Lessee acknowledges that no representations about the condition of the Premises or promises to alter or to improve Premises before or during the term of this Agreement have been made except as contained in this Agreement.

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

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

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

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

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

Witness (If Available): \_\_\_\_\_ Date: \_\_\_\_\_

**EMERGENCY CONTACT NUMBER:**

**MAKE CHECKS PAYABLE TO:  
MAIL ALL RENT PAYMENTS TO:**

REPAIR / SERVICE		CONTACT	REPAIR / SERVICE		CONTACT
01	AIR CONDITIONER: QUALITY AC OF CENTRAL FLORIDA	(407) 737-3435	15	HOME CLEANING: GREEN CLEAN - KATY MCBRIDE	(407) 209-9090
02	ALARM SYSTEM: STATE ALARM CENTRAL MONITORING	(800) 321-7400	16	LOCKSMITH: DAN'S 24 HR EMERGENCY LOCKSMITH	(407) 869-7789
03	APPLIANCES (NEW): SOUTHEAST STEEL APPLIANCE	(407) 423-7654	17	PAINTING AND WALLPAPER: SANDOW, LLC	(352) 742-2021
04	APPLIANCES (SERVICE AND REPAIR): NON-FRIGIDAIRE	(407) 299-2040	18	PAINTING: MITCHELL PAINT IT, INC. "MITCH"	(407) 383-1411
05	APPLIANCES (SERVICE AND REPAIR): JASON JOLLIFFE	(407) 276-7456	19	PAINTING: DEL PICO PAINTING, INC. "HENRY"	(321) 436-7432
06	CARPET & TILE STEAM CLEANING: STANLEY STEEMER	(407) 291-4717	20	PLUMBING - DRAIN CLEANING: HERRELL PLUMBING	(407) 628-8115
07	CARPET REPAIR: AB FLOOR RESTORATION	(407) 331-3300	21	SCREEN REPAIR & REPLACE: S.O.S. HANDYMAN "MIKE"	(321) 388-6281
08	ELECTRIC SERVICE AND REPAIR: FRANKY'S ELECTRIC	(407) 947-1243	22	SCREEN DOORS & SCREEN REPAIRS: HW SCREENS	(407) 859-5480
09	EXTERMINATOR/PEST CONTROL: ARCHER/MASSEY INC	(888) 262-7739	23	SHOWER DOOR: DIXIE SHOWER DOORS (RAY/MATT)	(407) 831-3383
10	GARAGE DOOR & OPENER: DISCOUNT GARAGE DOOR	(407) 385-0391	24	TILE LAMINATE AND GENERAL REPAIR: PAUL FERRIS	(407) 929-6531
11	GC AND CARPENTRY: S.O.S. HANDYMAN "MIKE"	(321) 388-6281	25	TILE FLOORING: D' BEST TILE AND CARPET, INC	(407) 207-8181
12	HOME CLEANING AND JANITORIAL: ARMY OF MAIDS	(407) 205-2769	26	TILE MAINTENANCE: TILE AND GROUT RESTORER	(407) 608-5434
13	HOME CLEANING: MAID PRO OF AVALON PARK	(407) 351-8889	27	UTILITIES: (ELECTRIC) DUKE-PROGRESS ENERGY	(407) 629-1010
14	HOME CLEANING: MERRY MAIDS - ORANGE COUNTY	(407) 278-8124	28	UTILITIES: (WATER) ORANGE COUNTY UTILITIES	(407) 836-6800

**TO VIEW THE LATEST LIST OF SEVICE PERSONNEL VISIT: [WWW.FLORIDA-HOME-RENTAL.COM/SERVICES.HTML](http://WWW.FLORIDA-HOME-RENTAL.COM/SERVICES.HTML)**