

# Residential Lease—Florida

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**BY THIS AGREEMENT** made and entered into on \_\_\_\_\_, 2016, between \_\_\_\_\_ herein referred to as Lessor, \_\_\_\_\_, \_\_\_\_\_, herein collectively referred to as Lessee. Lessor leases to Lessee the premises situated at 1700 SW 16<sup>th</sup> Court A22 in the City of Gainesville, County of Alachua, State of Florida, and more particularly described as follows: 1700 SW 16<sup>th</sup> Court A22, Summit House Condominiums, (hereinafter referred to as the demised premises) together with all appurtenances, for a term of approximately one year[s] and one month[s], to commence on June 1<sup>st</sup>, 2016, and to end on June 30<sup>th</sup>, 2017, at 3 o'clock pm.

**Delivery of Possession.** Lessor shall deliver possession of the demised premises to Lessee on the date hereinabove mentioned as the date on which this lease has commenced.

**Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Seven Hundred and Fifty Dollars (\$750) per month due in advance on the 1st day of each calendar month, late after the 6<sup>th</sup> day, beginning June 1st, 2016, at the demised premises, City of Gainesville, State of Florida, or at such other place as Lessor may designate.

**Forms and Method of Payment.** *By Mail:* Lessee may pay rent each month in the form of one or two personal check(s), OR one or two cashier's check(s), OR one or two money order(s) made out to Highpoint Properties. In mailed, the rent envelope must be postmarked by the 6<sup>th</sup> of the month. In the case that the 6<sup>th</sup> falls on a weekend, then the rent envelope must be postmarked by the subsequent Monday. Payments are to be mailed to the following address:

Highpoint Properties  
PO BOX 14715  
Gainesville, FL 32604

*Online:* Lessee may pay rent each month through the tenant's online portal.

*In person:* Lessee may pay rent each month in person at the office at 307 SW 4th Avenue Gainesville, FL 32601. This office does not have regular office hours.

**Late Payments.** For any rent payment not postmarked by the 15<sup>th</sup> of each month, or the following Monday if the 15<sup>th</sup> falls on a weekend, Lessee shall pay a late fee in the amount of Fifty Dollars (\$50).

**Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee shall pay a charge of Seventy Five Dollars (\$75) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

**Reporting of Damage.** Lessee will immediately report a water leak of any kind to Lessor by calling 352-\_\_\_\_-\_\_\_\_ 24 hours per day, 7 days per week. Lessee will report any non-emergency issues by submitting a service request through the tenant's online portal.

**Security Deposit.** On execution of this lease, Lessee will deposit with Lessor five hundred and fifty Dollars (\$550) as a security deposit, receipt of which is acknowledged by Lessor as security for the faithful performance by Lessee of the terms hereof, and seven hundred and fifty Dollars (\$750) as last month's rent (\$1,300 Total). The security deposit shall continue to be the property of Lessee and shall be held in trust by Lessor. This deposit shall be returned to Lessee, on the full and faithful performance by Lessee of the provisions hereof. Upon termination of this Agreement, Lessor shall refund the entire deposit or the balance of such deposit, as the case may be, within the time period required by law. In the event of transfer of Lessor's interest in the demised premises, Lessee's security deposit shall be forwarded to Lessor's successor in interest, whereby Lessor's liability for such deposit shall be terminated.

**Subtractions to Security Deposit at Termination of Lease.** Excluding normal wear and tear to the premises, an hourly fee of \$30/hour plus materials will be subtracted from Security Deposit to clean any unclean portion of the premises, to repair any damage to the premises, and to restore premises to prior state. The final utilities payment will also be subtracted from the Security Deposit.

**Use of Premises.** The Lessee's portion of the demised premises shall be used and occupied by Lessee exclusively as a double occupant residency, and neither the demised premises nor any part thereof shall be used at any time during the term of this lease by Lessee of carrying on any business, profession, or trade of any kind, or for any purpose other than as a double occupant residency. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto (if applicable), during the term of this lease. Lessee shall use and operate in a reasonable manner all facilities and appliances of the demised premises and shall neither destroy, deface, damage, impair, or remove any part of the demised premises or property therein belonging to Lessor, nor permit any person to do so. Lessee shall conduct him or her, and require other persons on the demised premises with Lessee's consent to conduct themselves, in a manner that does not unreasonably disturb Lessee's neighbors or constitute a breach of peace.

**Number of Occupants.** Lessee agrees that the demised premises shall not be occupied by more than two person(s), consisting of two adult(s) s and zero children under the age of eighteen years, without the written consent of Lessor.

**Keys.** Lessee shall be given two key[s] to the demised premises, two room key[s] to the Lessee's individual rooms, and two mailbox key[s]. If all keys are not returned to Lessor following termination of this lease, Lessee shall be charged Fifty Dollars (\$50).

**Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

**Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailed custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any lessee who wishes to rent a parking space or garage must sign a parking space or garage rental agreement.

**Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the demised premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

**Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the demised premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or earlier termination of this lease.

**Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employee, family, agent, or visitor, the demised premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the demised premises may have been untenable; but if the demised premises should be completely destroyed other than by Lessee's negligence or willful act or that of Lessee's employee, family, guest or visitor, Lessee may terminate this Lease and immediately vacate the demised premises and rent shall be prorated up to the time of the damage. If only a part of the demised premises is rendered unusable by the destruction, Lessee may vacate that part of the demised premises, in which case, the rent payable shall be reduced by the fair rental value of the destroyed part of the demised premises.

**Dangerous Materials.** Lessee shall not keep or have on the demised premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the demised premises, except that \$0 shall be provided and paid for by Lessor. If utilities are kept in Lessor's name, utilities costs will be paid directly to Lessor. If utilities are kept in Lessor's name, Lessee will treat utilities reimbursement as part of Rent and Lessor has the same rights and protection as if Lessee does not pay rent.

**Maintenance and Repair.** Lessee shall, at Lessee's sole expense, keep and maintain the demised premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house, or on or about the demised premises, in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his/her sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor. Major maintenance and repair of the demised premises, not due to Lessee's misuse, waste, or neglect or that of Lessee's employee, family, agent, or visitor, shall be the responsibility of Lessor. Lessor shall not remove the outside doors, locks, roof, walls, or windows of the demised premises except for the purposes of maintenance, repair or replacement.

Lessor shall not be liable if any of the above said conditions is caused due to the misconduct of Lessee or persons under Lessee's direction or control. Lessee agrees that no signs shall be placed or painting done on or about the demised premises by Lessee or at Lessee's direction without the prior written consent of Lessor.

**Painting.** Lessee is not allowed to repaint walls without Lessor's written permission.

**Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee should obtain a lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from Lessee's negligence.

**Presence of a Kitchen Sink Garbage Disposal.** A garbage disposal is installed on the kitchen sink. Lessor offers to remove Garbage Disposal installed on the kitchen sink at Lessee's request. If Lessee chooses to keep Garbage Disposal, Lessee acknowledges that Garbage Disposals can remove fingers and mutilate hands if used improperly. Lessee agrees to NEVER put hand, body parts, hair, or clothing items in drain of kitchen sink as this will cause **severe damage**. If a foreign object is caught in garbage disposal, Lessee must call Lessor to retrieve said foreign object. Lessor assumes zero liability in any incident that takes place with Garbage Disposal.

Lessee has read and completely understands this **Presence of a Kitchen Sink Garbage Disposal** clause, and agrees to its contents by checking a box and signing below:

- ☐ I would like Lessor to remove Garbage Disposal from demised premises
- ☐ I would like Lessor to leave Garbage Disposal in demised premises and understand associated risks

Lessee 1 Signature: \_\_\_\_\_

Lessee 1 Print Name: \_\_\_\_\_

- ☐ I would like Lessor to remove Garbage Disposal from demised premises
- ☐ I would like Lessor to leave Garbage Disposal in demised premises and understand associated risks

Lessee 2 Signature: \_\_\_\_\_

Lessee 2 Print Name: \_\_\_\_\_

**Condominiums.** To the extent that this lease applies to condominiums, Lessee acknowledges that the demised premises is part of a condominium unit, and therefore Lessee's use and occupancy of the demised premises is subject at all times to the terms of provisions, covenants and restrictions of the declaration of the condominium ownership covering the building and all applicable rules, regulations and by-laws of the condominium association as amended or added to from time to time (collectively "Condominium Documents"), copies of may be provided to Lessee upon request. The failure of Lessee to perform or observe any of the duties and obligations applicable to Lessee under the Condominium Documents shall constitute a default under this lease. Lessee shall indemnify Lessor and hold Lessor harmless from any damages, direct or indirect, as a result of such non-performance by Lessee.

**Pets.** Pets shall not be allowed without the prior written consent of Lessor.

**Right of Inspection.** Lessor reserves the right to enter the demised premises at all hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to workmen and contractors at reasonable hours of the day.

**Display of Signs.** During the last Ninety days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale," or "For Rent," or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers, Lessee, tenants, or mortgagees during reasonable hours.

**Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, do not modify Lessee's rights substantially and do not become effective without notice of at least two (2) weeks.

**Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances. This lease also may be terminated immediately by Lessor upon sale of demised premises.

**Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

**Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**Default.** If any default is made in the payment of rent, reimbursement of utilities, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this lease, at the option of Lessor and to the extent permitted by law, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons there from to the extent permitted by law.

**Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re- entry is

exercised following abandonment of the demised premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the demised premises to also have been abandoned, in which case Lessor may dispose of all such personal property in accordance with law in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: “Radon Gas” 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 gas and radon testing may be obtained from your county public health unit.

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

**Other Disclosures (if any).**

**Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**Entire Agreement.** Lessee has read this lease. All promises made by Lessor and all agreements between Lessor and Lessee are contained in this lease. This lease may be amended only by a written amendment signed by both parties. If a portion of this lease is deemed invalid by a court of law, the remaining part of the lease remains intact.

**Liability.** Lessor shall not be liable for any loss, expense or damage to any person or property, unless it is due to Lessor’s negligence. Lessee is responsible for all acts or negligence of Lessee’s family, employees, guests or invitees.

**Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the use of the demised premises.

**Notices.** All notices pursuant to this agreement shall be in writing.

**Paragraph Headings.** The paragraph headings are for convenience only.

**Choice of Law.** This lease shall be governed by the laws of the State of Florida, and all disputes shall be subject to the jurisdiction of the courts of Alachua County, State of Florida.

**Attorney's Fees.** The prevailing party in a civil action brought to enforce the provisions of this lease or the rights of the parties hereto may recover reasonable litigation costs, including attorney's fees from the other party.

**Disclosure of Names and Addresses.** Lessor hereby discloses the following information to Lessee, in accordance with law:

Name of Landlord:

Timothy Larson  
2046 NW 17<sup>th</sup> Lane  
Gainesville, FL 32605

Other Terms:

**NOTE:** BY SIGNING THIS RENTAL AGREEMENT, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

**IN WITNESS WHEREOF**, the parties have executed this lease at \_\_\_\_\_, the day, month and year first above written.

Signed in the presence of:

Witness: \_\_\_\_\_ Lessor: \_\_\_\_\_

Witness: \_\_\_\_\_ Lessee: \_\_\_\_\_

Witness: \_\_\_\_\_ Lessee: \_\_\_\_\_

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.