

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this day of \_\_\_\_\_ and between \_\_\_\_\_ (LANDLORD) and \_\_\_\_\_ (TENANTS) whereby LANDLORD leases to TENANTS the real property known as \_\_\_\_\_.

**1. LEASE PAYMENTS.** LANDLORD agrees to lease the Property to TENANT for a term of \_\_\_\_\_, BEGINNING ON \_\_\_\_\_ and ending on \_\_\_\_\_, for which the TENANT agrees to pay to the LANDLORD as follows:

- (a) The sum of \$ \_\_\_\_\_ on \_\_\_\_\_ and a like sum on or before the first day of each month, and
- (b) Security deposit of \$ \_\_\_\_\_ (due prior to occupancy of the property)

The aforementioned monthly rent payments shall be promptly paid to LANDLORD at LANDLORD'S address. In the event any rent payment is received by LANDLORD after the fifth (5<sup>th</sup>) day of the month, TENANT shall also owe a late charge of \$ \_\_\_\_\_ as additional rent and LANDLORD may declare TENANT in default of this Agreement.

**2. USE AND OCCUPANCY.** The Property shall be used for single-family residential purposes only and shall be permanently occupied only by TENANT. The Property shall not be used in violate of any federal, state, county or municipal laws and ordinances or deed restrictions governing the same. TENANT shall not use the Property in such a way as to create a nuisance or increase the rate of insurance on the same. TENANT shall not cause any liens to be placed on the Property for improvements contracted by TENANT or for any other reason.

**3. DEFAULT.** In the event TENANT fails to perform any of TENANT'S obligations under this Agreement, including payment of the monthly rent by the fifth (5<sup>th</sup>) day of each month, LANDLORD may declare TENANT in default of the Agreement. In the event of default by TENANT, LANDLORD shall have the right to invoke any remedy allowed at law or in equity to enforce any or all of LANDLORD'S rights hereunder, including the right to recover possession of the Property and monetary damages from TENANT.

**4. MAINTENANCE AND REPAIR.** If any damage to the Property, beyond normal wear and tear, is caused by TENANT or TENANT'S family, guests, agents or employees and other person except LANDLORD or LANDLORD'S agents who enter the Property, TENANT agrees to immediately pay to LANDLORD the cost of repair of such damage. Both LANDLORD and TENANT acknowledge that the condition of the property as of the date of this lease agreement does not require any repairs. TENANT accepts the condition of the Property AS IS. In the event any repairs are necessary 90-days from the date of this Lease, TENANT shall not be liable for all repairs. TENANT shall maintain the Property in a clean and sanitary condition at all times. TENANT shall not make any alternations or improvements to the Property without the written consent of LANDLORD. LANDLORD shall not be obligated to repair or replace any items in the property that are to aesthetic purposes.

5. **RIGHT OF ACCESS.** LANDLORD shall have the right to enter the Property for inspection and maintenance purposes during daylight hours upon forth-either (48) hours prior notice to TENANT. In the event of any emergency, LANDLORD or LANDLORD'S agents may enter the Property at any time to prevent damage to the Property. After any inspection, if LANDLORD, in LANDLORD'S sole judgment, is not satisfied with the condition of the Property due to TENANT'S failure to maintain the Property, LANDLORD shall so notify TENANT and TENANT shall maintain the Property to satisfactory condition within seven (7) days after the date of delivery of such notices to TENANT. If TENANT fails to maintain or repair the Property to satisfactory condition within said period, LANDLORD may terminate this Agreement, in which case TENANT shall vacate the Property.

6. **PERSONAL PROPERTY.** The Property is provided to TENANT with ONLY the following furniture and/or appliances: \_\_\_\_\_

7. **INSURANCE.** LANDLORD shall maintain casualty and public liability insurance on the Property. TENANT shall maintain casualty insurance on all personal property and furnishings owned by TENANT on the Property. TENANT shall also maintain public liability insurance on the Property. LANDLORD shall not be liable for any loss or damage to said personal property or furnishings owned by TENANT from any cause whatsoever.

8. **INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to TENANT or TENANT'S family, guests, agents or employees or to any other person except LANDLORD or LANDLORD'S agents who enters the Property. TENANT agrees to indemnify and save LANDLORD harmless from any and all claims for such damage or injury or every nature and kind.

9. **UTILITIES.** TENANT agrees to pay all charges for the following utility services to the Property: \_\_\_\_\_ . LANDLORD shall incur no liability for failure to provide such utilities which is beyond LANDLORD'S control.

10. **CONDEMNATION AND CASUALTY.** In the event the Property is condemned by any governmental authority, or damaged or destroyed by fire, flood, wind or other casualty, this Agreement shall terminate as of the date of such condemnation or such damage or destruction if the same renders the Property untenable. In the event the Property is condemned or is damaged or destroyed as aforesaid, this Agreement shall continue in full force and effect if the Property remains tenantable. LANDLORD shall not be responsible for protection of the Property or other improvements on the Property from damage or destruction by casualty. TENANT hereby releases LANDLORD from all claims against LANDLORD for any damages suffered by such condemnation or by such damage or destruction.

11. **ASSIGNMENT.** TENANT may not assign this Agreement or sublet the Property without the prior written consent of LANDLORD. In the event LANDLORD consents to assignment of TENANT'S rights and interest under this Agreement, TENANT shall remain liable hereunder.

12. **NO WAIVER.** The failure of LANDLORD to insist upon strict compliance by TENANT with TENANT'S obligation under this Agreement shall not constitute a waiver or any provisions hereof.

13. **NOTICES.** All notices required by this Agreement shall be in writing and shall be mailed by U.S. Mail, registered or certified, to LANDLORD or to TENANT at the following addresses:

LANDLORD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **ATTORNEY'S FEES.** LANDLORD shall be entitled to recover from TENANT all costs and expenses incurred by LANDLORD, including reasonable attorney's fees in connection with the collection of unpaid rent and other charges or the enforcement of any other covenants of this Agreement. In any legal action by LANDLORD to collect unpaid rent and other charges or by either party to enforce any of the covenants of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees.

15. **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.

16. **DELIVERY OF POSSESSION.** TENANT shall deliver use and possession of the Property and contents in good order and repair to LANDLORD upon the expiration or termination of this Agreement. TENANT'S occupancy of the Property beyond the term of this Agreement shall not be deemed a renewal of the Agreement. Failure of TENANT to deliver use and possession of the Property to LANDLORD upon the expiration or termination of this Agreement shall entitle LANDLORD to a sum equal to double the rent for the period of time after such expiration or termination of this Agreement in which TENANT holds over in occupancy of the Property.

17. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefits of the parties and their respective heirs, personal representatives, successors and assigns.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and no oral statements shall be binding upon either party. In the event a court of any jurisdiction in the state of \_\_\_\_\_ finds this agreement or the transfer of property from the TENANT to the LANDLORD to be invalid or against any federal or state laws, TENANT, under no circumstances, shall not be liable to LANDLORD for any monetary or equitable damages, including but not limited to attorneys' fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement, effective the day and year first above written.

\_\_\_\_\_  
**(LANDLORD)** (DATE)

\_\_\_\_\_  
**(TENANT)** (DATE)

\_\_\_\_\_  
**(TENANT)** (DATE)