

LEASE AGREEMENT

LANDLORD:

hereinafter (collectively if more than one) "Landlord"

TENANT:

hereinafter (collectively if more than one) "Tenant"

WHEREAS, Landlord is the owner of all that certain land together with all improvements located thereon, situate in _____ County, Florida, the mailing address for which is _____ (the land and improvements hereinafter being collectively referred to as the "Premises");

WHEREAS, Tenant wishes to lease the Premises from Landlord and Landlord wishes to lease the Premises to Tenant on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the Landlord and Tenant acknowledge and agree as follows:

1. **INITIAL TERM.** This Lease shall commence on _____ and continue for an initial term of _____, expiring at midnight on the ___ day of _____, 200__.

2. **BASIC RENT.** Basic monthly rent in the amount of _____ (\$ _____) in advance of each month of the Lease, said payment to be due and payable, without demand therefor on or before the 3rd day of each calendar month. On the 4th day of the month, a late fee in the amount of TWENTY (\$20.00) DOLLARS plus an additional FIVE (\$5.00) DOLLARS AND ZERO CENTS for each and every day thereafter will be assessed until said monthly rental payment is received.

3. **ADDITIONAL RENT.** As additional rent, Tenant agrees to pay all charges for gas, electricity, water, cable, sewer, telephone and all other utilities used upon and in connection with the Premises, throughout the term of this Lease and said charges shall be paid in full upon the termination of this Lease, whether naturally or through default.

4. **SECURITY DEPOSIT** On the execution of this Lease, Tenant deposits with Landlord the sum of _____ receipt of which is acknowledged by Landlord as security for the faithful performance by Tenant of the terms of this Lease, to be returned to Tenant, without obligation of interest, on the full and faithful performance by Tenant of the provisions of this Lease. Landlord shall deposit the security deposit in a non-interest bearing account with _____.

5. **CONDITION OF THE PREMISES.** Landlord to furnish the Premises with a range, refrigerator, central air/heat unit, and hot water heater. Tenant acknowledges and agrees that the foregoing are in working condition, agrees to be responsible for maintaining the same in working condition, and,

hereby, accepts the same "As Is". Tenant further agrees to accept the entire Premises "As Is" and agrees that except for those "punch list" type items listed on **Exhibit A** attached hereto and incorporated herein by reference, the Premises (including without limitation all mechanical and structural repairs) is in good and substantial repair on the date of this Agreement.

6. RIGHT OF ACCESS BY LANDLORD. Landlord, their agents or servants, may at any reasonable time enter to view the Premises and improvements, provided the Landlord's exercise of their access rights pursuant to operation of this section shall not unreasonably interfere with the quiet enjoyment of the Premises by the Tenant.

7. SUBLETTING AND ASSIGNMENT. Tenant may not sublease or assign their interest under this Lease without the express prior written consent of Landlord, which consent Landlord may withhold in their sole and absolute discretion. Tenant may not allow third persons to live or reside at the Premises without the express prior written consent of Landlord, which consent Landlord may withhold in their sole and absolute discretion.

8. PERMITTED USES. Tenant agrees to use the Premises only for their personal residence and their immediate family and no other persons or purpose. The only occupants of the Premises during the term of this Lease to be : _____

9. ANIMALS. Tenant shall keep no domestic or other animals in or about the Premises or on the Premises without the prior, express, and written consent of the Landlord, which may be withheld in Landlord's sole and absolute discretion.

10. COMPLIANCE WITH LAWS. Tenant shall promptly and fully comply with and execute all laws, rules, ordinances, and regulations of any and all duly constituted authorities concerning or affecting the Premises and improvements. Tenant agrees that they will not commit waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or shall use or permit the Premises to be used in an unlawful manner.

11. REPAIRS AND MAINTENANCE. Tenant agrees to keep and maintain in good condition, at Tenant's expense during the term of this Lease, all of the Premises, and to deliver and surrender the same to the Landlord at the expiration or termination hereof in good condition, ordinary wear and tear excepted. Tenant shall faithfully repair and maintain the Premises (including without limitation all mechanical and structural repairs) in good and substantial repair, and not suffer or permit any waste or strip of the Premises. Tenant shall not make any substantial alterations or changes in the Premises or any part thereof without the written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

12. INSURANCE During the term of this Lease, Tenant shall maintain a policy of fire and extended coverage insurance, insuring against the loss or damage or injury or destruction to any building or buildings and improvements now or hereafter erected on the Premises, resulting from any fire or from any hazard included in such extended coverage insurance, in an amount not less than the full insurable value of said building and improvements. Tenant shall furnish to Landlord certificates of insurance for all policies required to be maintained under this section. Both Tenant and Landlord shall be named as insureds under all policies maintained by Tenant to comply with this section. All insurance monies payable on account of damage to any buildings or improvements at any time erected on the Premises shall be paid to Landlord under the following conditions: If any building or improvement situated on the Premises shall be partially or totally destroyed by fire or other casualty

insurable under full standard extended risk insurance, so as to become partially or totally untenable, the same shall be repaired or rebuilt by Landlord as speedily as practical under the circumstances solely from the insurance monies received on account of such casualty; provided, however, Tenant may, at their option, terminate this Lease by notice to the Landlord, in writing, given within fifteen (15) days after the date of such occurrence, in which case Landlord shall be relieved of their obligation to reconstruct.

13. INDEMNITY. In no case shall the Landlord be liable to the Tenant or to any other person or persons for any injury, loss and/or damage from any cause whatsoever to any person or property on the Premises hereby demised, unless injury, loss and/or damage is caused by the willful, wanton or intentional action of the Landlord. Except for loss, damage or injury caused by the willful, wanton or intentional acts of the Landlord, Tenant shall indemnify and hold harmless the Landlord from any and all loss, damage or injury to Tenant, their guests, invitees, agents, and employees, and any such other person or property, suffered or sustained in and about the Premises, and from any and all attorneys' fee, suits, court costs and expenses in connection with any action or actions arising out of such loss, damage or injury.

14. REDELIVERY OF PREMISES. At the end of the term of the lease, Tenant shall quit and deliver up the Premises to Landlord in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted.

15. EMINENT DOMAIN. In the event the Premises are destroyed or rendered untenable by fire, storm, or other casualty not caused by the negligence of Tenant, or if the Premises are taken by eminent domain, this Lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this Lease. The rental shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of the Premises, Tenant paying the rent up to such date and Landlord refunding the rent collected beyond such date. Any condemnation award concerning the Premises shall belong exclusively to Landlord.

16. DEFAULT. In case of the failure of Tenant to perform any of the covenants and conditions hereof or in payment of the rent herein, or damages for the breach of any covenant or condition is collected by suit or through an attorney-at-law, whether suit be brought or not, the Tenant hereby agrees to pay to the Landlord a reasonable sum of monies for attorneys' fees, together with the costs, charges and expenses of such collection in any suit, or otherwise; and if the Landlord shall pay, or be compelled to pay, a sum of money, or to do any act that requires the payment of any money, by reason of the failure of the Tenant to keep, observe, or perform, one or more of the covenants herein contained to be kept, observed, and performed by the Tenant, then and in such event, the sum or sums so paid by the Landlord, together with all interest, costs and damages, shall be considered as additional rent and shall be added to the rent next becoming due on the month succeeding such payment and be collectible in the same manner and with the same remedies as if they had been originally reserved.

17. ATTORNEYS FEES. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and cost of suit (through appeal) including, but not limited to, fees of expert witnesses.

18. TERMINOLOGY, FULL AGREEMENT, NO WAIVER, NO ORAL MODIFICATION. The terms "Landlord" and "Tenant," respectively, and the pronouns referring thereto, where they are used in

the singular or plural anywhere in this Lease, reference in the singular shall include the plural, reference in the plural shall include the singular, and one gender shall include all. The phrase "the term of the Lease" or any phrase of similar meaning as used herein, shall mean and include any renewals or extensions hereof, wherever the context so implies or admits. This Lease and all of its terms, conditions, provisions, agreements and covenants, shall apply to and inure to the benefit of, and bind, the Landlord and Tenant, respectively, and each of their personal representatives, heirs, successors, and permitted assigns. This Lease constitutes the full agreement of the parties with respect to the Premises. A waiver by Landlord of the breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty. This Lease may be modified, amended or surrendered only by written instrument duly executed by Landlord and Tenant.

19. **PERSONAL LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Premises and Tenant agrees to look solely to Landlord's interest in the Premises for the recovery of any judgment from the Landlord, it being intended that Landlord shall not be personally liable for any judgment, deficiency or default hereunder.

20. **RADON GAS DISCLOSURE.** "RADON GAS: Radon is 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." Landlord has not tested for Radon gas at the Premises and, therefore, make no representation regarding the presence or absence of such gas. Tenant hereby waives any and all actions against Landlord related to the presence of such gas.

21. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD'S ENTERING INTO THIS AGREEMENT.

EXECUTED this ____ day of _____, 200____.

Landlord

[-----]Tenant
Please Print Name

Landlord

[-----]Tenant
Please Print Name

