

LEASE AGREEMENT

THIS INDENTURE MADE THE DAY OF A. D., 2008 between **William H. Black, Jr and Kathleen A. Black** hereinafter called the owner or lessor, which expression include their heirs, assigns, where the context so requires or admits, and _____, _____ hereinafter called the lessees or tenants, which expression shall include their executors, administrators and assigns where the context so requires or admits.

WITNESSETH, That in consideration of the covenants herein contained on the part of the said lessees to be kept and performed the said owner does hereby demise and lease to the said lessees, that certain home at _____, Winter Park, Florida, 32789 Home comes equipped with window treatments on all windows excluding bathroom,, smoke detector, ceiling fan, range, refrigerator, two window air conditioning units. To hold the said premises hereby demised unto the said lessees from the _____ day of _____ to the _____ day of _____, the lessees paying therefore the rent of \$_____ as follows: Mail rent of \$_____ per month to the owner at **P. O. Box 1132, Winter Park, FL 32790-1132**. (12 month lease= \$_____). Owner currently holds \$_____ damage deposit. Deposit is to be returned on lessees vacating home and grounds in satisfactory condition as received, and lease terms are met. Rent is due and payable promptly on the 1st of each month. (Received by owner by 1st. If rent is received by owner on or before the 5th of each month, a discount of \$25.00 shall be granted. The owner covenants with the lessees that the lessees paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this lease without let, hindrance, eviction, molestation or interruption whatever, except as provided below, and the said lessees covenant:

- 1) Lessees are to spray professionally for fleas upon vacating (two applications). Lessees are to have all carpets professionally dry cleaned upon vacating.
- 2) To pay said rent here before reserved at the times at which the same is made payable.
- 3) To pay all water, electric, gas, telephone charges which may be assessed upon demised premises during the term hereof.
- 4) No more than() pets of any kind will be permitted on the premises, conditioned upon the first obtained approval from the owner. At no time shall any large animals be permitted. An annual fee of \$200.00 dollars shall be assessed on an annual basis for each pet. Any animal on the premises shall be the responsibility of the Lessee,

initials _____

who accepts the full responsibility for damages or injury caused by the aforementioned pet(s) to anyone during the time of tenancy.

- 5) No automobiles, trucks, boats on trailers, trailers of any kind, nor vehicles of any kind shall be parked on property other than in driveways.
- 6) Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same, and lessees are to vacate home leaving it in good, clean condition. Lessees are to shampoo carpet on vacating to leave it good clean condition.
- 7) Not to assign this lease or underlet the said premises, or any part thereof without the previous consent of the said owner being first obtained in writing.
- 8) That this lease shall terminate when the lessee vacates the said premises, unless a sublease or an agreement for a sublease has been executed.
- 9) Pursuant to Florida statute 83.49, you are hereby informed that your damage deposit is being held in a separate account at the Fairwinds Federal Credit Union. The depository's address is: Fairwinds Credit Union, 3075 Alafaya Trail, Orlando, Florida 32826. The funds are not commingled with my personal funds. You shall receive interest on your deposit at the lesser of 5% per annum, simple interest, or the rate the account actually earns, payable December 31 of each year. When you vacate the dwelling, you will be provided with a notice, as shown below, as required by Florida Statute 83.49 (3), stating the claim, if any, to be made upon your damage deposit: This is a notice of my intention to impose a claim for damages in the amount of \$_____ upon your security deposit, due to_____. It is sent to you as required by S.83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to: Post Office Box 1132, Winter Park, FL 32790-1132.
- 10) At the termination of said tenancy to quietly yield up the said building and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same as they are now. The premises being rented is hereby accepted as being in good and satisfactory condition together with all its furnishings, unless a written statement of objection is delivered to the owner within three (3) days after taking possession. Lessees agree that failure to file such a statement shall be conclusive proof of no damage or hazardous safety conditions present as of date of occupancy.

initials _____

- 11) **REPAIR CLAUSE:** Owner takes care of major and minor repairs, lessees repair and pay for that which is due to their fault or negligence. Lessees must contact lessor or his agent prior to making any repairs or alterations to the premises. No rent deductions without paid receipt and written authorization. *Lessee accepts full responsibility for any damages caused from flushing foreign objects down the toilet (eg. feminine napkins, paper towels, tampax, dental floss, Q-Tips, cigarette butts, etc.)*
- 12) **DAMAGE AND LOSS CLAUSE:** The owner shall not be liable for any loss or damage of premises, by fire, theft, breakage, burglary, or otherwise; nor any accidental damage to persons or property in or about the premises from electrical failure, water, windstorm, etc., which shall cause issue or flow into or for any part of said premises or improvements including pipes, gas lines, sprinklers, or equipment; or electrical connections, oil furnaces, antenna, whether caused by negligence by owner, employees, agents, contractors, or by any cause whatsoever. No additional locks will be installed on any door without written permission from Lessor. The Lessor will be given duplicate keys for all locks so installed prior to installation, at Lessee's expense.
- 13) **YARD CARE:** Lessees are to mow, water, and edge lawn to keep it green and healthy. Lessees are to trim, weed, water, edge flower beds to maintain them. Lessees to spray lawn as necessary to protect it from bugs and pests. If lessees do not maintain yard in a condition satisfactory to owner, an owner-approved yard care service shall be employed and lessees shall bear all related expenses.
- 14) **INSPECTION REPORT** agent of the owner or owner will make a written inspection report about 1st week of occupancy and a "walk through" on vacating premises.
- 15) **EXPIRATION CLAUSE:** 30 days prior to expiration of lease, lessees are to notify lessor or his agent in writing as to whether they intend to renew lease, vacate or rent month-to-month, at lessors approval. Lessee will allow lessor on premises, with reasonable notice, to show the demised premises to prospective tenants during the fifteen (15) days prior to the expiration of the lease agreement. Tenant shall provide written forwarding address.
- 16) In addition to the default provisions appearing on the face page (page 1) of this lease, if any default shall be made in the payment of any one or more installments of rent as aforesaid, or if the said lessees shall violate any of the covenants of this lease; then the entire balance remaining of the total amount of rent shall become immediately due and payable as agreed upon as liquidation damages; then said tenants shall become tenants at sufferance, hereby waiving all rights of notice.
- 17) The Lessees covenant and agree to pay any and all damages provided for under the terms

and conditions of this lease, together with all costs of court and costs of collection, including a reasonable attorneys fee which the Lessor may incur in any effort to enforce the terms and conditions of this lease.

18) Lessees are to change air conditioning filters monthly or more often if needed. Any damage caused to the air conditioning unit as a result of not changing filters will be the sole responsibility of the tenant.

19) RADON GAS: RADON GAS IS A NATURALLY OCCURRING GAS THAT WHEN ACCUMULATED IN BUILDINGS IN SUFFICIENT QUANTITIES MAY PRESENT A HEALTH RISK TO THOSE WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON GAS THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN COMMERCIAL AND RESIDENTIAL BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON GAS CAN BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

20) At no time shall flotation bedding system (waterbeds or furniture of a similar nature) or aquariums be allowed in the dwelling unless insurance is acquired by and paid for the tenant to indemnify lessor for damages caused by the aquariums or flotation bedding systems. Proof of the insurance must be given to lessor and insurance must remain in force during entire tenancy.

21) Shall a dispute ever cause this lease to be litigated, all costs of court and all attorney fees shall be paid by the loser. Any litigation shall be brought before a court of competent jurisdiction in Orange County, Florida.

22) That said premises shall be used as living quarters only for _____ adults and _____ children, named:

23) IT IS HEREBY AGREED THAT all expenses in connection with upkeep of the grounds including all water for irrigation purposes will be paid for by lessee.

24) Lessee shall pay rent either in cash, cashier's check, personal check or money order. Lessee shall be obligated for any sales tax due on rents and include in the monthly remittance by an amount equal to any sales taxes due. However, should lessee's check be returned dishonored by the bank (insufficient funds) no future rent payments by personal check will be accepted by lessor, and lessee agrees to timely pay all future rent payments in cash, money order, or cashier's check. Lessee will also pay a \$20 fee for the returned check..

25) Failure of Owner to declare any default immediately upon occurrence thereof, or delay in taking action in connection therewith, shall not waive such default at any time and Owner may thereafter take such action as may be lawful or authorized hereunder, in law or equity.

initials _____

PROVIDED ALWAYS THAT if the rent hereby reserved, or any part thereof shall be in arrears or in event of any breach of any of the covenants and agreements on the part of the lessees herein contained, the owner may at his option declare the entire rent for the term for which said premises are leased, due and payable and/or may declare this lease terminated and re-enter upon the said demised premises.

PROVIDED ALWAYS THAT if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved or a proportionate part thereof, according to the extent of the damage incurred shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

In the event any of the provisions of this Agreement may be found to be invalid, illegal or unconstitutional, the remaining provisions shall not be affected by such a finding and shall be in full force and effect.

IN WITNESS WHEREOF the said parties have set their hands and seals the day and year first above written, to this and to two other instruments of like tenor and date.

SIGNED, SEALED, AND DELIVERED IN the presence of:

William H. Black, Jr.

Kathleen A. Black

initials _____

AGREEMENT BETWEEN LANDLORD AND TENANT

We, _____ and _____, tenants residing at _____, Winter Park, Florida 32789 hereby acknowledge, understand and agree that my landlords, William H. Black, Jr. nor Kathleen A. Black, shall not be liable for any property abandoned by me at the end of my tenancy.

William H. Black, Jr., Landlord

Kathleen A. Black