

**LEASE AGREEMENT**

**THIS LEASE** is made this xxxx<sup>h</sup> day of xxxxx 201x, by and between xxxxxxxxxxxx (the "Landlord"), and xxxxxxxxxxxx. (the "Tenant").

1. **Description and Term.** The Landlord, in consideration of the rent reserved to be paid by the Tenant and of the other covenants, agreements and conditions contained herein, does hereby lease unto the Tenant the demised premises known as xxxxxxxxxxxx (the "Premises"), to be used and occupied by the Tenant as an dwelling unit and for no other purpose for the period ("Rental Term") beginning on xxxxxxxxxxxx, (the "Commencement Date"), and ending on xxxxxxxxxxxxxxxx (the "Termination Date").

2. **Rent.** The Tenant, in consideration of the demise of the Premises and of the covenants and agreements made by the Landlord, leases the Premises for the Rental Term mentioned above and promises to pay to the Landlord, the Landlord's representatives and/or assigns, as rental for the Premises the total sum of \$xxxxxxxxxxxx, together with applicable sales and use tax, if any ("Rent") without setoff or deduction for any reason. All rent shall be paid to the Landlord in equal monthly installments of \$xxxxxxxxxxxx on or before the 1st day of each month. The first month's rent along with the Security Deposit as defined below shall be due and payable upon execution of this Lease.

3. **Occupancy.** The Premises shall be occupied by Tenant and Tenant's family (x adults and x children) for residential purposes only. Tenant

4. **Security Deposit.** Concurrently with the delivery of the rental payable pursuant to paragraph 2 above, Tenant shall deliver to Landlord the sum of \$xxxxxxxxxxxx (last month + security + pet) as a Security Deposit for the full and faithful performance by Tenant of its obligations hereunder. The Security Deposit shall be held in a non-interest bearing trust account by xxxxxxxxxxxx, the Landlord's attorney. In the event that Tenant is not in breach at the time the last month's rent is due pursuant to this Lease, Tenant may use a total of \$xxxxxxxxxxxx from the Security Deposit to satisfy the obligation to pay rent for the last month under the terms of this Lease.

5. **Assignment and Subletting.** Tenant shall not, without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion, assign this Lease or sublet the Premises or any part thereof. Tenant shall not permit the Premises, or any part thereof, to be used or occupied by any person other than as permitted by the terms hereof.

6. **Care of Premises, Compliance with Legal Requirements.** The Tenant shall take good care of the Premises, including the fixtures located therein and the appurtenances thereto, and shall suffer no waste or injury to said Premises, reasonable wear and tear excepted. Landlord shall maintain the building exterior and interior, air conditioning, pool pump, appliances, roof and structure of the property in the same condition as of the Commencement Date, reasonable wear and tear excepted. A/C unit and kitchen appliances shall be in good working order as of the Commencement Date. Tenant shall change the A/C filters at least once per month. Tenant shall pay for and pool cleaning (\$100.00 per month) using the Landlord's

chosen personnel presently performing these services for the Premises and shall be responsible and pay for lawn maintenance monthly pest control for the Premises. Tenant shall conform to all laws, orders, rules and regulations promulgated by all Federal, State and Municipal governments and any and all subdivisions thereof. In the event that Tenant shall fail to make any repairs required by the terms hereof, Landlord shall have the right to cause the same to be made.

7. **Insurance.** Tenant agrees to provide on or before the Commencement Date and to keep in force during the term of this Lease, at Tenant's own cost and expense: comprehensive general liability insurance relating to the Premises and its appurtenances on an occurrence basis with minimum limits of liability in an amount not less than \$500,000 for bodily injury, personal injury or death to any one person, \$1,000,000 for bodily injury, personal injury or death to more than one person. Upon execution of this Agreement and at any time within five (5) days of request by Lessor, Lessee agrees to provide proof satisfactory to Lessor that insurance is in full force and effect. The aforesaid insurance shall be issued in the name of Lessor and Lessee and shall be written by one or more responsible insurance companies satisfactory to Lessor. All such insurance shall contain provisions or endorsements that such insurance may not be cancelled or amended with respects to Lessor except upon ten (10) days written notice by certified mail to Lessor by the insurance company; that Lessee shall be solely responsible for the payment of premiums; and in the event of payment of any loss covered by such policy Lessor shall be paid first by the insurance company for its loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Lessee's liability under the preceding paragraph hereof.

8. **Liability, Indemnity.** Landlord shall not be liable for damage or injury to property or persons occurring on or about the Premises. Tenant shall indemnify Landlord and hold Landlord harmless from any liability for damage or injury to property or persons arising as the result of the negligence or willful misconduct of Tenant, Tenant's family or guests, assignees or any other person on the Premises during the term of this Lease. To the extent permitted by law, Landlord's liability under the terms of this Lease shall be limited to the Landlord's interest in the real property upon which the Premises is situated.

9. **Pets.** Other than the tenants' present German Shepherd, the Tenant shall neither bring onto the Premises nor keep on the Premises any pets without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion. In the event that such consent is given by the Landlord for any additional pets, Landlord reserves the right to require a security deposit by the Tenant in an amount to be determined by the Landlord prior to the Tenant bringing the additional pet on the Premises, the payment being for the purpose of repairing, restoring or replacing any part of the Premises which may be damaged by the pet.

10. **No Liens.** Tenant shall not suffer or permit the filing of any mechanic's, materialmen's or other lien against the Premises. If any such lien is filed, Tenant shall immediately discharge same of record and shall indemnify the Landlord for any and all damages suffered as the result of the filing thereof and all costs and expenses incurred in obtaining the release of said lien(s).

11. **Additions or Alterations, Fire Hazards.** Tenant shall not, without the Landlord's prior written consent, which may be withheld at the Landlord's sole discretion, make any alterations in the Premises. Tenant shall not deface or permit the defacing of any part of the Premises. All alterations or improvements made to the Premises by Tenant that are attached to the Premises such that the same cannot be removed without causing damage to the Premises shall become the property of the Landlord. Tenant shall not do or suffer anything to be done on the Premises as shall cause the premiums charged on insurance carried on the Premises to increase.

12. **Other Restrictions, Rules and Regulations.** Tenant shall not use the Premises or permit the Premises to be used for any illegal, improper or offensive purposes. Tenant agrees not to permit any disturbance or noise or other condition that would be detrimental to the Premises or the comfort of Tenant's neighbors. Under no circumstances shall Tenant allow or permit any children to play in the area around the pool without supervision.

13. **Utilities.** Tenant shall be responsible for the payment of the cable bill, electric bill and telephone bill for the dwelling. Landlord shall be responsible for the water bill.

14. **Damage by Casualty.** In the event of damage by fire or other casualty to the building in which the Premises are located, without fault of Tenant, resulting in the total destruction of the Premises or the building where the same is situate, this Lease shall be terminated and rent shall be apportioned as of the date of said casualty. In the event of damage by fire or casualty, without fault of Tenant, resulting in less than the total destruction of the Premises and/or the building in which the same is situate, the Landlord shall have the option of (i) repairing the Premises and building, in which case Tenant shall be entitled to a reasonable abatement of rent from the date of casualty, or (ii) terminating this Lease, in which case rent shall be apportioned as of the date of said casualty. Notwithstanding anything to the contrary contained herein, Tenant shall not be entitled to be relieved of any of its obligations under this Lease in the event damage results to the Premises from the negligence or willful misconduct of Tenant, Tenant's family or guests, assignees or any other person on the Premises.

15. **Condemnation.** If the whole of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, this Lease shall terminate from the date of possession by that authority. In the event that part of the Premises is taken by any competent authority for any public or quasi-public use or purpose, this Lease shall not terminate unless the taking materially and substantially affects the use of the Premises for its intended purposes as an apartment dwelling. A partial taking shall not entitle the Tenant to any abatement of rent. The entire award paid as the result of a total or partial taking shall belong to Landlord and Tenant shall have no right to any portion of such award.

16. **Default.** If Tenant fails to comply with the provisions of this Lease, other than a failure to pay rent, and such noncompliance is of a nature that Tenant should not be given an opportunity to cure it, Landlord may serve on Tenant the seven (7) day notice referred to in Section 83.56 (2)(a), Florida Statutes, whereupon this Lease shall terminate and Tenant shall have seven (7) days to vacate the Premises.

If such default is of a nature that Tenant should be given the opportunity to cure it, Landlord may serve upon Tenant the seven (7) day notice referred to in Section 83.56 (2)(b), Florida Statutes, whereupon Tenant shall have seven (7) days to remedy such noncompliance and upon Tenant's failure to timely do so the Lease shall be deemed terminated and Tenant shall vacate the Premises upon such termination.

If Tenant shall default in the payment of rent, and such default continues three (3) days after the giving of the three (3) day notice referred to in Section 83.56 (3), Florida Statutes, Landlord may terminate this Lease and retake possession of the Premises.

In the event that the Landlord shall retake possession of the Premises and or terminate this Lease as the result of a default by Tenant, the Tenant shall remain liable for its obligations hereunder; however, the liability of the Tenant to the Landlord shall be reduced by the amount received by the Landlord for reletting the Premises, less expenses of enforcement and reletting. In addition to all remedies specified herein, in the event of Tenant's default, the Landlord shall be entitled to exercise all other remedies available at law or equity.

17. **Vacating upon Termination.** Upon the termination of this Lease, Tenant shall at once peacefully surrender and deliver the Premises to Landlord in the same condition in which the Premises was delivered to Tenant, normal wear and tear excepted.

18. **Landlord's Access to the Premises.** Landlord, Landlord's agents, and employees may enter the Premises at any reasonable time with twenty-four (24) hours advance notice to examine the same and make a determination as to whether Tenant is complying with its obligations under this Lease and/or to undertake any inspections or tests deemed necessary by Landlord or Landlord's agents in connection with the preparation of plans and specifications for the Landlord's new residence to be built on the subject property or in connection with the sale of the subject property. Notwithstanding the foregoing, Landlord may enter the Premises without the Tenant's consent in the event of an emergency.

19. **Estoppel Letters.** The Tenant, at the request of the Landlord or Landlord's mortgagee, shall execute and deliver to the Landlord or mortgagee, a certificate by the Tenant certifying (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the Lease is still in force and effect as modified), (b) whether or not there are then existing any offsets or defenses known to the Tenant against the enforcement of any terms of the Lease (and if so, specifying the same), (c) whether or not there exists any condition known to the Tenant constituting a default under the Lease (and if so, specifying the same), and (d) the dates, if any, to which the Rent or other charges have been paid in advance. It is understood by the Tenant that the Landlord and any prospective purchaser or mortgagee may rely on such certificate.

20. **Subordination.** This Lease shall be automatically subordinate to any mortgages now or hereafter placed on the Premises and all renewals, modifications or extensions thereof.

21. **Quiet Enjoyment.** Tenant, subject to the payment and performance of all of Tenant's obligations hereunder, may peacefully and quietly have, hold and enjoy the Premises for the term of the Lease.

22. **Successors and Assigns.** All covenants and agreements of this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the Landlord and Tenant. In the event that Landlord shall assign its rights under this Lease or sell the Premises, the assignee or purchaser of the Premises shall be deemed to have assumed all of the Landlord's obligations hereunder, and upon such sale or assignment the Landlord shall be released from any and all liability hereunder.

23. **Tenant's Holding Over.** If the Tenant holds over and continues in possession of the Premises after the expiration of the Lease without the written permission of the Landlord, the Landlord may recover possession of the Premises and may also recover rent for the Premises at a rate double the amount of rental due for the period for which Tenant refuses to surrender possession of the Premises.

24. **Costs and Fees.** The prevailing party shall be entitled to recover from the other party all expenses incurred, including reasonable attorneys fees at trial and all appellate levels, incurred by Landlord in the enforcement of its rights hereunder. In the event of any litigation arising in connection with this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

25. **Severability.** If any term or provision hereof shall be contrary to applicable law, the same shall be deemed stricken herefrom without affecting the remainder of the terms and provisions hereunder.

26. **Notices.** All notices to the Landlord hereunder shall be addressed to the Landlord at xxxxxxxxxxxxxxxx or at such other place as the Landlord may designate in writing. Notices to Tenant shall be sent to the Premises. All notices shall be sent via regular or certified mail or via hand-delivery.

27. **Governing Law.** This Lease shall be governed by and be construed in accordance with the laws of the State of Florida. Venue for any litigation shall be xxxxxxxxxxxx.

28. **Recording.** Tenant shall not record this Lease or any evidence thereof in the Public Records.

29. **Heading, Gender and Numbers.** The headings used in this Lease are for ease of reference only and shall not constitute a part of this Lease nor control or affect the meaning or construction of any provision hereof. Whenever the context so requires, the masculine gender shall include the feminine, or vice versa, and the singular shall include the plural.

30. **Radon Disclosure.** Radon is a naturally occurring radioactive gas that, when 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.

31. **Entire Agreement.** This Lease (and any addenda attached hereto) contains the entire agreement between the parties, and any agreement hereafter made to change, modify or dissolve this Lease shall be ineffective and invalid unless the same is in writing and executed by both parties hereto.

32. **Landlord's Obligation Prior to Commencement.** Prior to the Commncement Date of the term of this Lease, Landlord shall:

- 32.1 Replace the present rugs in all bedrooms from carpet to simulated wood;
- 32.2 Paint the interior of the Premises;
- 32.3 Repair the patio roof where there is presently a hole;
- 32.4 Cooperate with Tenant to authorize Tenant to use the Beach Club membership during the term of this Lease to the extent the same is allowed by the Beach Club for Tenants of members.
- 32.5 Tenant will at own expense, install a child-proof fence around pool.

In witness whereof, the parties have executed this Lease as of the date and year first above written.

Landlord:

\_\_\_\_\_  
Tenant:

By:\_\_\_\_\_