

RESIDENTIAL LEASE

Apartment – Condominium – House

BY THIS AGREEMENT made and entered into on _____ between _____ hereinafter referred to as Lessor, and _____ hereinafter referred to as LESSEE. Lessor lease to lessee the premises situated at _____ **in the City of Saint Petersburg, County of Pinellas**, State of Florida, and more particularly described as follows: Pine Rush Villas Building____ Unit _____, together with all appurtenances, for a term of twelve (12) months, to commence on _____, and to end on _____ at 11:59pm.

(Rent). Lessee agrees to pay, without demand, to lessor as rent for the demised premises the sum of _____ per month in advance on the 1st day of each calendar month beginning _____, to be paid with postdated checks or at such other place as Lessor may designate.

1. Security Deposit. In the amount of _____

2. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

3. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. 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, during the term of this lease.

4. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ person(s), consisting of _____

5. Conditions of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Lessor will, in a timely fashion, address any situations contrary to the above statement that is agreed upon as due and just by both the Lessor and lessee. Lessor will examine items of concern as to the functionality of the demised premises, based on ordinary health and sanitary standards.

6. 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 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.

7. 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 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 sooner termination of this lease.

8. 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 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 leased premises may have been untenable; but, if the leased premises should be damaged other than by lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that lessor shall decide no to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

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

10. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that the Condo Association Dues shall be provided by Lessor.

11. Right of Inspection Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

12. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased 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 leased 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 lessee's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electrical and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased 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 or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the lease premises by lessee or at lessee's direction without the prior written consent of Lessor.

Landlord shall be responsible for compliance with Section 83.51, FL Statutes and shall be responsible for maintenance and repair of the premises unless otherwise stated below.

Nothing in this section makes the Landlord responsible for any condition created or caused by the negligence or wrongful act or omission of Tenant, any member of tenant's family, or any other person on the premises with Tenant's consent.

Tenant Shall:

- a. Replace AC filter every sixty (60) days or less. If the Tenant fails to replace the AC filter as prescribed and this causes damage to the unit, as determined by the AC professional the tenant shall be responsible to arrange for the repairs of the unit and to pay for all bills incurred to fix or replace the unit;
- b. At no time the thermostat for the AC shall be set lower than 74F. Setting the thermostat lower than the prescribed temperature can cause the AC to freeze and render it unable to work, risking serious damage to the unit. If the temperature is set below 74F and the unit freezes and quit working, the tenant shall be responsible to arrange and pay for all bills incurred to fix or replace the unit;
- c. Arrange and pay for Pest control if home becomes infested with roaches, ants, bed bugs or other insects or vermin. (Landlord provides a onetime pest control treatment prior to tenant taking possession of the property).
- d. Keep all plumbing fixtures in the unit clean, sanitary and in repair.
- e. **DO NOT DISPOSE INTO THE PLUMBING SYSTEM ANY OILS, GREASE OR ANY OBJECTS AND LIQUIDS SUBJECT TO CLOGGING.**
- f. Plumbing problems due to clogging will be repaired by the tenant.
- g. Tenant acknowledges the rental premises to be in good repair and clean condition when taking possession, including but not limited to Washer/Dryer, Stove/oven and refrigerator.

Upon vacating the premises tenant shall have the premises in good repair and clean condition including the stove, oven and refrigerator.

13. Animals. No animals without written permission of the landlord or property manager.

14. Lease or Sale During the last thirty (60) days of this lease, lessor or his agent shall have the privilege to advertising the usual "For Sale" or "For Rent" Or "Vacancy" adds and showing the property to prospective purchasers or tenants.

15. 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.

16. Holdover by Lessee/Renewal. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, **a new automatic one year lease shall be created** between Lessor and Lessee which shall be **subject to all the terms and conditions hereof** but shall be terminated on sixty (60) days' written notice served by either Lessor or Lessee on the other party. The renewal of the lease is subject to re-approval by the Pine Rush Villas Association, Board od Directors.

17. Surrender of Premises. At the expiration of the lease term, lessee shall quit and surrender the premises hereby demised 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. Carpeting is to be cleaned by tenant at move out, by a professional carpet company.

18. Default. If any default is made in the payment of rent, 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, the lease, at the option of lessor, shall terminate and be forfeited, and lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three (3) days of receipt of such notice. Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

19. 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 his discretion, as agent for Lessee, relet 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 reletting, 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 reletting. If lessor's right or re-entry is exercised following abandonment of the premises by lessee, then lessor may consider any personal property belonging to lessee and left on the premises to also have been abandoned, in which case lessor may dispose of all such personal property in any manner lessor shall deem proper and is hereby relieved of all liability for doing so.

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

20. 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.

21. Radon Gas Disclosure. As required by law, (Landlord) & or (Seller) 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. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. Lead Paint Disclosure. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

INDEMNIFICATION. LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by Lessor as a result of a) lessee's failure to fulfill any condition of this agreement; b) any damage or injury happening in or about property or premises to Lessee's invitees or licensees or such person's property; c) Lessee's failure to comply with any requirements imposed by any governmental authorities; d) any judgment, lien, or other encumbrance filed against property as a result of Lessee's action.

Lessee agrees to absolve Lessor or his agents from personal responsibilities in the event the occupant of said premises at the commencement of the term of this Lease fails or refuses to surrender and vacate to Lessee until Lessor has been given reasonable time to lawfully regain possession of said premises.

The parties agree that the words Lessor and Lessee, wherever used in this Lease, include heirs, devisees, legates, executors, administrators, legal representatives, successors or assigns of the Lessor and Lessee respectively as if each time fully expressed.

23. Other Terms. Tenant agrees to abide by all rules and regulations governed by the Association of Pine Rush Condominium Homes, as specified in the Rules and Regulations of Pine Rush Villas Condominium Association, Inc. Tenant also has been issued a copy of the Rules & Regulations and by initialing here, is confirming that tenant has read and received their copy.

INITIAL _____

25. Late Payments & Returned Checks. Time is of the essence of this agreement and if management elects to accept rent after the 3rd day of the month, a charge of fifty dollars (\$50.00) will be due as additional rent. Resident agrees to tender all late rents to management in the form of a cashier's check, certified check, or money order. In the event resident's check is dishonored by the bank, resident agrees to pay management \$50.00 as a handling charge and the late charge of \$50.00. Returned checks must be redeemed by cashier's check, certified check or money order. In the event more than one check is returned, resident agrees to pay **all future rents and charges** in the form of a cashier's check, certified check, or money order.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.
If property is sold this lease shall transfer to the new owner of the property.

26. Release of Security Deposit;

To avoid misunderstandings concerning the security deposit, the following information is provided. The release of security deposit is subject to the following provisions:

- a) Full term lease fulfilled
- b) a written 60 day notice to vacate given to management
- c) no damage to property beyond normal tear and wear
- d) entire apartment and refrigerator (all appliances) are clean
- e) no unpaid legal charges, delinquent rent or other fees.
- f) all debris, rubbish and discards removed from the premises
- g) **charges for cleaning, damages, repairs and all delinquent rents and fees will be deducted from the deposit. Your security deposit cannot be applied to your last month's rent. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.**

h) You'll be liable to us for any charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date.

27. Property Loss. Tenant's personal property is not insured by Lessor, and Lessor shall not be responsible or liable for damage to Lessee's property or any type for any reason or cause whatsoever. For this reason Lessor highly encourages Lessee to protect Lessee's personal property by obtaining his/her own insurance. The tenant assumes the risk of any possible damages, losses or any types of claims whatsoever that the tenant may experience.

***** Change of the AC filter is a Tenant responsibility. If the filter is not changed regularly, or is missing at all, the dirt settles on the coil, which is visible and causes the AC to break down. If this happens, tenant will be responsible for the cost of AC repair.**

INITIAL: X _____

LESSOR

LESSEE

Date

Date

LESSEE

Date