

RESIDENTIAL LEASE

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. THEY CAN BE LOCATED ONLINE AT [HTTP://WWW.LEG.STATE.FL.US/STATUTES](http://www.leg.state.fl.us/statutes).

1. **PARTIES.** This is a lease (“the Lease”) between the owner, whose Agent is JIM WOOD REALTY, PL whose address is Post Office Box 2748, High Springs, Florida 32655 and _____ (Tenant), whose address is _____.

Agent’s E-mail address: jimwoodrealty@gmail.com
Agent’s Telephone Number: 386-454-2907

2. **PROPERTY RENTED.** The Landlord leases to the Tenant the land and building located at 28098 Northwest 174th Avenue, High Springs, Florida 32643 together with the following furniture and appliances:

stove
refrigerator

In the Lease, the property leased, including furniture and appliances, if any, is called “the Premises.”

3. **OCCUPANCY.** The Premises shall be occupied only by the persons listed below:

| NAME | RELATIONSHIP | AGE |
|------|--------------|-----|
|------|--------------|-----|

If an occupant is planning to vacate the premises or if the Tenant wishes to add another occupant, Tenant must notify the Landlord’s Agent prior to any changes in occupancy. If the vacating occupant is a tenant on the Lease, they shall be responsible for the rent until the Lease Term has expired or until a replacement has been secured. Any person requesting to be added to the Lease must fill out a complete application and receive approval from the Landlord’s Agent.

4. **TERM.** This is a lease for a term not to exceed three months, beginning on May 15, 2011 and ending on August 14, 2011 (the “Lease Term”).

5. **RENT PAYMENTS, TAXES AND CHARGES.** The rent shall be payable by Tenant in monthly installments of _____ on the _____ day of each month.

Tenant shall also be obligated to pay taxes on the rent in the amount of \$ 00.00 with each rent installment for the full term of the Lease. Landlord's Agent will notify Tenant if the amount of the tax changes, which would be established by federal, state or local ordinance or statute.

Payment Summary:

The total payment per installment shall be in the amount of \$ 500.00. All rent payments shall be payable to Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655.

Tenant shall make rent payments required under the Lease by cash, personal check, money order or cashier's check. If payment is accepted by any means other than cash, payment is not considered made until the other instrument has been cleared by our bank.

6. **MONEY DUE PRIOR TO OCCUPANCY.** Tenant shall pay the sum of \$ _____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or receive to keys to the Premises until all money due prior to occupancy has been paid. Any funds due under this paragraph shall be payable to Agent upon signing the Lease and shall include the following:.

Security Deposit in the amount of \$ _____ to be paid upon signing the Lease and by cash or separate check, money order or cashier's check.

Advance rent in the amount of \$ _____ for the Rental Installment Period of _____ to _____ - to be paid upon signing the Lease and by cash or separate check, money order or cashier's check.

A Pet Deposit in the amount of \$ 00.00, to be paid upon signing the Lease. The Pet Deposit may be included in the same instrument used to pay the balance of the Security Deposit.

Please make special note reference pets in Section 11 below.

7. **LATE FEES.** In addition to rent, Tenant shall pay a late charge in the amount of \$ 50.00 for each rent payment made more than five days after the day rent is due.
8. **BAD CHECK FEE.** If Tenant makes a rent payment with a worthless check, Tenant will be charged a Bad Check Fee of \$31.00 (not to exceed the amount prescribed by Section 68.065, Florida Statutes.).

Agent can require that all future payments be made by cash, money order, cashier's check or official bank check.

9. SECURITY AND PET DEPOSITS. Landlord shall hold the Tenant's security and pet deposits in a separate non-interest bearing account in a Florida banking institution for the benefit of Tenant. Landlord cannot mix such money with any other funds or pledge, mortgage, or make any other use of such money.

At the end of the Lease, Landlord will refund the Tenant's security and pet deposits if the Premises are surrendered in good repair and a clean condition. If the Premises require cleaning or repairs, the costs will be deducted from the security and pet deposits and any balance then remaining will be refunded to the Tenant.

Pet Deposits will not be refunded upon termination of this lease until the Tenant has vacated the property and the premises have been unoccupied for at least two weeks. If during that two week period fleas begin to appear in the premises, the cost of fumigating for the fleas will be deducted from the pet deposit and another two week waiting period will ensue. Once the premises remain flea free for two weeks, the balance of the pet deposit will be refunded minus the cost of repairs or remedies for any other problems in relation to the pets, such as urine odor in carpets, scratches on floorboards, walls and doors or damage to screens.

Security and pet deposits will not be refunded if Tenant wrongfully terminates the Lease before the end of the Lease term.

10. SMOKING. NO SMOKING IS PERMITTED IN THE PREMISES

- a. Tenant shall not smoke nor permit visitors or guests to smoke inside the Premises.
- b. If Tenant or tenant's visitors or guests choose to smoke outside the premises, the Tenant will make sure all cigarette butts and other debris such as matches and empty packs are picked up and disposed of properly.

11. PETS. Tenant may not keep or allow any pets or animals on or in the Premises except specifically designated pets named in subparagraph b below.

- a. If pets are allowed, **only** the pets described in this paragraph are permitted on the Premises:

| <u>Type</u> | <u>Breed</u> | <u>Color</u> | <u>Weight</u> | <u>Age</u> |
|-------------|--------------|--------------|---------------|------------|
|-------------|--------------|--------------|---------------|------------|

- b. If pets are allowed, Tenant must provide a certificate or statement from their Veterinarian that the pets are under a regular regimen to control fleas and are currently free of fleas before bringing the pets onto/into the property. The pets shall be kept current on their flea treatment at all times.
- c. If pets are allowed, Tenant must provide liability coverage for any damages or injuries caused by the pets. In the event a pet injures anyone on the premises or passing by the premises or causes damage to the property of any such persons, the Landlord and Agent shall be held harmless from any liability, including, but not limited to medical bills, repair bills or punitive damage claims. If the Tenant does not carry liability coverage then the Tenant shall assume all liabilities in relation to the actions of their pet(s).

12. KEYS AND LOCKS. Landlord shall furnish Tenant:

One (1) set of keys to the dwelling. Tenant may have as many sets duplicated as they wish.

_____ Garage Door Openers

At end of Lease Term, all items specified in this paragraph shall be returned to Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655.

13. NOTICES. **Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655** is Landlord's Agent. All notices must be sent to Landlord's Agent unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to Landlord or the Landlord's Agent (whichever is specified above) shall be given by US mail or by hand delivery.

Any notice to Tenant shall be given by US mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

14. UTILITIES. Tenant shall pay all utilities services during the Lease Term and connection charges and deposits for activating all utility services to the Premises during this lease.

If a utility service is already turned on at the premises, Landlord's Agent will advise the Tenant at the signing of the Lease and Tenant will have the service(s) transferred to their name by the date they take possession of the Premises. If the Landlord or Landlord's Agent receives a utility bill displaying charges for utility services provided after the first day of the Lease Term, a bill for the charges incurred after the first day of the Lease Term shall be forwarded to the Tenant and Tenant shall pay Landlord's Agent said bill within 10 days of receiving the bill.

15. USE OF PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises.

- a. Occasional overnight guests are permitted. An occasional overnight guest is one who does not stay more than seven (7) nights in any calendar month. Landlord's approval is required to allow anyone else to occupy the Premises for a longer period.
- b. Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.
- c. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.
- d. If the Tenant receives permission to paint, alter or improve the premises, **THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FROM IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES.** Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

- e. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property.
- f. Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal.
- g. Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so.
- h. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.
- i. Tenant shall not create any environmental hazards on or about the Premises.
- j. All vehicles parked on the premises must be properly maintained and must have current registration and tags. In the event the tenant wishes to do mechanical repairs to a vehicle, the repairs must be completed in a timely fashion.
- k. Tenant shall not operate an ATV (All Terrain Vehicle) or any similar vehicle on the property or adjoining streets and right of ways. The use of an ATV or similar vehicle is a high-risk activity, which the owner forbids on the premises. The operation of ATVs and similar vehicles is also extremely noisy and causes an unnecessary disturbance to the neighbors.
- l. Tenant shall not install or cause to be installed a trampoline in the yard without prior consent from the landlord. If permission for a trampoline is granted, Tenant shall execute an addendum to the Lease guaranteeing proper installation, purchase of liability coverage and holding the Landlord and the Landlord's Agent harmless in the event of an injury or liability claim resulting from the use of the trampoline.
- m. Tenant shall not install or cause to be installed an above-the-ground swimming pool without prior consent from the landlord. If permission for an above-the-ground pool is given, Tenant shall execute an addendum to the lease guaranteeing proper installation, purchase of liability coverage for use of the pool and guaranteeing that the lawn will be returned to former status upon removal of the pool.

16. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes and shall be responsible for maintenance and repair of the Premises unless otherwise stated below.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent 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. notify **Jim Wood Realty, PL at P. O. Box 2748, High Springs, Florida 32655 whose phone number is 386-454-2907** of maintenance and repair requests. Tenant will notify Agent of needed maintenance or repair as soon as tenant is aware of the problem and will not delay notification until the problem becomes worse;

- b. comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
- c. replace air conditioning filter **every sixty (60) days**. If the tenant fails to replace the air conditioning filter as prescribed and this causes damage to the unit, 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;
- d. **at no time** shall the thermostat for the air conditioner be set lower than **74° F**. Setting the thermostat lower than the prescribed temperature can cause the air conditioner to freeze and render it unable to work, risking serious damage to the unit. If the temperature is set below 74° F and the unit freezes and quits working, the tenant shall be responsible to arrange for the repairs and to pay for all bills incurred to fix or replace the unit;
- e. keep all plumbing fixtures in the dwelling unit clean, sanitary and in repair;
- f. use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances,
- g. keep the Premises clean and sanitary;
- h. remove all garbage from the dwelling unit in a clean and sanitary manner;
- i. provide proper garbage receptacles and keep them in good condition, clean and properly covered;
- j. keep lawn cut and exterior of property free of debris or clutter;
- k. arrange and pay for pest control if home becomes infested with roaches, ants, or other insects or vermin. (Landlord provides a onetime pest control treatment prior to tenant taking possession of the property).

17. SUBLEASES. Tenant may not assign the Lease or sublease all or any part of the Premises.

18. LEAD-BASED PAINT. Tenant shall sign lead-based paint disclosure, if applicable.

19. SERVICE MEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes.

20. LANDLORD'S ACCESS TO PREMISES. Landlord's Agent may inspect the Premises from time to time, after reasonable notice to the Tenant.

Landlord's Agent may enter the Premises in the following circumstances:

- a. at any time for the protection or preservation of the Premises.
- b. after reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.

- c. To inspect the Premises; make necessary or agreed upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - (i) with Tenant's consent;
 - (ii) in case of emergency;
 - (iii) when Tenant unreasonably withholds consent; or
 - (iv) if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for protection or preservation of the Premises).

21. HOMEOWNER'S ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 6, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirement for obtaining approval. Tenant shall pay the security deposit required by the association, if applicable.

22. RISK OF LOSS/INSURANCE. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

23. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes.

24. CASUALTY DAMAGE. If the premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

25. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies.

26. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

27. LEASE ASSIGNMENT. Nothing contained in this lease shall prohibit Landlord from assigning this lease to a bonafide purchaser of the property.

28. RENEWAL/EXTENSION. Either Party may terminate this lease at the end of the term by giving the other party 30 days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same until a Lease Extension can be executed. A thirty (30) days written notice is required for termination by either party while on a month-to-month status. The Landlord reserves the right to increase the amount of rent following the end of the term and upon delivery of written notice to the Tenant thirty (30) days prior to the effective date of any increase.

29. ATTORNEY'S FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

30. MISCELLANEOUS.

- a. Time is of the essence of the performance of each party's obligations under the Lease.
- b. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- c. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- d. No agreement to accept surrender of the premises from Tenant will be valid unless in writing and signed by Landlord.
- e. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- f. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- g. The place for filing any suits or other proceedings with respect to the Lease shall be the county in which the Premises are located.
- h. Landlord and Tenant will use good faith in performing their obligations under the Lease.
- i. The Tenant shall remove all personal property from the premises upon surrendering the premises at the termination of the Lease. If tenant leaves personal property on the premises after surrendering the premises and returning the keys, etc. or if Tenant abandons the premises, the Landlord shall not be liable or responsible for the storage or disposition of the Tenant's personal property left on the premises.

j. As required by law, Landlord makes the following disclosure:

“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.

31. INTENTIONALLY LEFT BLANK.

Executed by Landlord in the presence of:

Witnesses:

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Landlord

_____ by
James A. Wood, Landlord’s Agent

Date: _____

Executed by Tenant in the presence of:
(2 witnesses for each Tenant)

Witnesses:

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Sign here: _____

Print name: _____

Tenant(s)

Tenant sign here: _____

Tenant print name: _____

Tenant sign here: _____

Tenant print name: _____

Date _____

The Lease has been executed by the parties and on the dates indicated on the following page.