

sample

only

## Residential Lease for Single Family Home and Duplex

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. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

1. **PARTIES.** This is a lease ("the Lease") between \_\_\_\_\_  
(Name and address of owner of the property) ("Landlord")  
John Doe  
\_\_\_\_\_  
(Name(s) of person(s) to whom the property is leased)  
123 Main St  
(Street address)  
\_\_\_\_\_  
FLORIDA

2. Together with the following furniture and appliances (List all furniture and appliances. If none, write "none.") (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"):

Range, Refrigerator, Air Handler, A/C Condenser, Dishwasher, Microwave, -Ceiling fans

2(a) As Is Items may not be removed without property manager's approval

3. **OCCUPANTS:** The Premises shall be occupied only by the Tenants and the following persons, unless written consent from the landlord: A reasonable number of guests and pets may occupy the premises without written consent if stay is limited to 72 hours.

4. **TERM.** This is a 12 month lease and cannot exceed twelve months, unless authorized; beginning on September 15th 2018 and ending September 14th 2019 (the "Lease Term")

5. **RENT PAYMENTS, TAXES AND CHARGES.** Tenant shall pay total rent in the amount of \$ 1500.00 (Excluding taxes) for the Lease.

X Monthly, on the 15th day of each month. (If left blank, on the first day of each month).

Payment Summary

X If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 1500.00

☐ If rent is paid in full for 6 months or more, the total payment including taxes shall be in the amount of \$ \_\_\_\_\_.  
The tenant agrees the advance rent payment to be sent directly to the owner and not to be held in escrow.

**A/C AND HEATING SYSTEM:** TENANT is responsible for replacing all A/C and heating system filters at the property on a monthly basis. TENANT's failure to properly and timely replace the filters is a material breach of this agreement and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT and TENANT shall be liable to LANDLORD for all damages to the property, A/C or heating system

Rent payments will be collected by the Landlord's Property Manager Allstates Property Management, LLC ("Property Manager"). Payment of rents will be made payable to the Property Manager. Rents must be received by the Property Manager on or before the first (1st) day of the month. Tenant(s) acknowledges and understands that the Property Manager is not a licensed real estate brokerage corporation. Rent payments are to be mailed to the following address: 15 S Dollins Ave, Orlando FL 32805 (If left blank, to Landlord at Landlord's address).

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ Cash, ☐ Personal Check, ☐ Money Order, ☐ Cashier's check, or ☐ Other \_\_\_\_\_ (Specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant ☐ to pay all future payments by ☐ money order, cashier's check or official bank check or ☐ cash or other (specify) \_\_\_\_\_. ☐ to pay bad check fees in the amount of \$ 75.00 (not to exceed the amount prescribed by Florida Statutes section 68.065)

Landlord ( ) ( ) & Tenant ( ) ( ) acknowledge receipt of a copy of this page which is Page 1 of 6



**6. MONEY DUE PRIOR TO OCCUPANCY.** Tenant shall pay the sum of \$ 3250.00 in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to get keys to the Premises until all money due prior to occupancy has been paid. Any additional charges from the bank regarding any payments sent, will be the tenants responsibility. If no date is specified below, then funds shall be due prior to tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord's agents address or to Allstates Property Management, LLC

|   |                   |                       |
|---|-------------------|-----------------------|
| First <input type="checkbox"/> Month's <input type="checkbox"/> Week's rent plus applicable taxes   | \$ <u>1500.00</u> | due <u>09/12/2018</u> |
| Ac Filter Program   | \$ _____          | due _____             |
| Advance rent for <input type="checkbox"/> Last Month  | \$ _____          | due _____             |
| Pet Deposit [ <input type="checkbox"/> ] refundable or [ <input type="checkbox"/> ] non- refundable | \$ <u>250.00</u>  | due <u>09/12/2018</u> |
| Security deposit  | \$ <u>1500.00</u> | due <u>09/12/2018</u> |

**7. LATE FEES.** A late fee of \$50.00 plus \$20.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments 5 days after the day it's due. If tenant fails to pay late fees when required it will be deducted from the tenant's security deposit at the end of the lease. Property Manager reserves the right to reject rent if late fees are owed.

**8. MOLD:** Landlord and/or agent reserves the right to terminate the tenancy and TENANTS agree to vacate the premises in the event the landlord in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT or other persons and /or Tenants actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined by an HVAC or mold professional that TENANT is failing to use the air conditioning and this is causing mold or mildew. Landlord has the right to terminate the lease agreement by giving the tenant no less than 7 days notice and hold tenant responsible for any damages caused by mold or mildew.

**9. PETS.** Tenant May **keep** pets or animals on the Premises. If Tenant may keep pets, the pets described in this Paragraph are permitted on the Premises.

One dog mix breed

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

**10. Waivers:** The rights of the landlord and/or agent under this lease shall be cumulative, and failure on the part of the landlord and/or agent to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

**11. NOTICES and Leases:** The landlord has pointed all notices, leases and rent owed to be authorized through Allstates Property Management, LLC. (Which is the landlords agent.)

All notices must be sent to:

☐ Landlord www.orlandotenants.com

**12. UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for \_\_\_\_\_ that Landlord agrees to provide at Landlord's expense. Tenants are liable for unpaid utility bills of any kind and can be recovered from the tenant's security deposit if needed. Tenants will be liable for any liens that occur on the property that has to do with utility bills.

**14. MAINTENANCE.** The tenants acknowledge the home is in an AS-IS condition and that no other warranties or guarantees apply. 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: Satellite dishes must be approved by the management company in writing. Nothing shall be installed on the roof. Any and All Jacuzzi tubs are not warranted.

(Fill in each blank space with "Landlord" for Landlord or "T" for Tenant, if left blank, Landlord will be responsible for the item):

|  |  |   |
|--|--|---|
| <u>      </u> T Alarms/security            | <u>      </u> T Internet outlets/Telephone Jacks | <u>      </u> T Washer/Dryer                                    |
| <u>      </u> Roofs                        | <u>      </u> windows                            | <u>      </u> screens   |
| <u>      </u> steps                        | <u>      </u> doors                              | <u>      </u> floors  |
| <u>      </u> T porches/fences             | <u>      </u> exterior walls/foundation          | <u>      </u> T Keyed mailbox                                   |
| <u>      </u> T plumbing (\$100 and under) | <u>      </u> structural components              | <u>      </u> T Sidewalks, Driveways, & Patio Area (Kept clean) |
| <u>      </u> Garage Door Openers          | <u>      </u> hot water                          | <u>      </u> running water                                     |

Landlord (        ) (        ) & Tenant (        ) (        ) acknowledge receipt of a copy of this page which is Page 2 of 6

☐ locks and keys      ☐ electrical system      ☐ A/C System cooling/heating (\$100 and under)  
☐ smoke detection devices      ☐ Stoppage in toilets and sinks      ☐ garbage removal/outside receptacles  
☐ Termination of rats/mice/roaches/ants/bedbugs      ☐ extermination of wood-destroying organisms  
☐ lawn/ shrubbery      ☐ Lawn Pest (chingbugs, Moles etc)      ☐ Replacing/fixing sprinkler heads  
☐ Cleansing of clogged pipes (a/c and washer pipes)      ☐ ceilings      ☐ interior walls  
☐ pool/spa/hot tub      ☐ Changing/Replacing of Pool Filter      ☐ water treatment  
☐ filters (specify) change monthly      ☐ Shower Heads  
 Other (specify) \_\_\_\_\_

Tenant shall notify Allstates Property Management at www.orlandotenants.com and 4075093369 / 407-924-9994 of maintenance and repair requests. Tenant must notify any and all repairs that may or may not affect property and cause damage to property or persons. Give 48-72 hours for repairs to be addresses for emergencies and non-emergencies 7-10 business days. We do not repair cosmetic issues. Tenant(s) must be present for the repairs.

**15. ASSIGNMENT.** Tenant May not assign the lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

**16. KEYS AND LOCKS.** Landlord shall furnish Tenant 2 # of sets of keys to the dwelling    # of mail box  
2 # of garage door openers

If there is a homeowner's association, Tenant will be provided with the following to access the association's common

Areas/facilities:    # of keys to \_\_\_\_\_  
   # of remote controls to \_\_\_\_\_  
   # of electronic cards to \_\_\_\_\_

**17. LEAD BASE PAINT.** ☐ Check and complete if the dwelling was built before January 1, 1978

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (initial)**

   (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i)    Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)    Lessor has knowledge of lead-based paint and/or lead-based paint hazards in the housing.

   (b) Records and reports available to the Lessor (check (i) or (ii) below):

(i)    Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing in the housing (List documents below).

(ii)    Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord (    ) (    ) & Tenant (    ) (    ) acknowledge receipt of a copy of this page which is Page 3 of 6



**Lessee's Acknowledgment (initial)**

\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

**Agent's Acknowledgment (initial)**

\_\_\_\_ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|                 |               |                 |               |
|-----------------|---------------|-----------------|---------------|
| _____<br>Lessee | _____<br>Date | _____<br>Lessee | _____<br>Date |
| _____<br>Lessee | _____<br>Date | _____<br>Lessee | _____<br>Date |
| _____<br>Agent  | _____<br>Date | _____<br>Agent  | _____<br>Date |

**18. MILITARY/U.S. CIVIL SERVICE.** ☐ Check if applicable. In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 30 days advance written notice and a copy of the transfer order.

**19. LANDLORD'S ACCESS TO THE PREMISES.** As provided in Chapter 83, part II, Residential Landlord and Tenant Act, Florida Statutes, Landlord or 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 by telephone, email or text to Tenant at reasonable times for the purpose of repairing or entry to 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:
  - 1. with Tenant's consent; 2. In case of emergency; 3. When Tenant unreasonably withholds consent; or 4. 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, the Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

**20. 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. Any application fee required by an association shall be paid by ☐ Landlord ☐ Tenant and is ☐ refundable ☐ nonrefundable. If such approval is not obtained prior to commencement of Lease Term, Tenant shall receive return of deposits specified in Paragraph 5, if made, and the obligations of the parties under the Lease shall terminate. Tenant agrees to use due diligence in applying for association approval, to comply with the requirements for obtaining approval and agrees to pay any fee required by the association for procuring approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable. Tenant must comply with all Homeowner Association bylaws, rules and regulations. If a violation occurs tenant must remedy the situation within 7 days to avoid expense and liens on the property. If tenant does not handle the situation they will be billed for incurred expense or it may be deducted from their security deposit.

**21. USE OF THE 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. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises and dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises. Tenant is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from landlord. No aquariums are allowed without landlords prior written consent.

**22. RISK OF LOSS/INSURANCE.**

A. Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct. All TENANT personal property shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damages to say personal property of the TENANT arising from criminal acts, fire, storms, flood, rain or wind Damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be Responsible for loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

Landlord (\_\_\_\_) (\_\_\_\_) & Tenant (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page which is Page 4 of 6



- 23. DEFAULTS/REMEDIES.** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of the terms, condition, or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules and ordinances by the home owners association, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by TENANT.(5) when TENANT does not vacate according to the lease dates or within the 30 day notice, shall constitute a default by the tenant. Upon default rent is due for the remaining term of this lease is accelerated, TENANT shall owe this rent (and forfeit the security deposit which will be used towards Damages and rent owed.)And LANDLORD may begin evictions procedures, and file a judgment after proper notice is given under Florida Law. 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 same, and/or remedies available to the parties. Landlord/Property Manager may still receive the rent while tenant has been serviced an eviction.
- 24. SUBORDINATION.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.
- 25. LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant. 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.
- 27. Vacating:** At the expiration of this agreement or any extension, the tenant shall peaceably surrender the premises and turn in all keys and any other property owned by landlord leaving the premises in good, clean condition, ordinary wear and tear is expected.
- 28. RENEWAL.** Landlord or Tenant shall have 60 days notice to notify each other in writing prior to the lease expiration date of intent not to renew the lease. If the required notice is not given by landlord or tenant, and tenant vacates as of the lease expiration date, tenant shall owe an additional month's rent. If the required notice is not given by landlord or tenant and no new lease is signed, the tenancy shall become month to month tenancy, which may be terminated by tenant or landlord giving written notice not less than 15 days prior to the end of some monthly payment period. Tenant will be willing to cooperate and show the house once a week 60 days out from when their lease ends if they do not renew or if owner does not renew with them. Landlord/Property Manager known as Allstates Property Management, LLC has the right to demand late fees, bounce check fees, and any other fees that tenant may owe to be paid up to date before agreeing to renew the lease.
- 29. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY**
- 30. TENANT'S TELEPHONE NUMBER.** Tenant shall within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of tenant's telephone numbers at the Premises.
- 31. ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.
- 32. MISCELLANEOUS.**
- A. Time is of the essence of 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. 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.
  - G. A digital copy of the Lease and any signatures hereon shall be considered for all purposes originals
  - H. No Sub Leasing
  - I. No smoking or doing drugs in the house

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J. In the event of a short sale, pre-foreclosure status or loan modification the rental amount in the lease must be paid to as agreed with no changes.

K. Nothing should be erect on the property without written consent. Example trampolines, playgrounds and gazebos etc..

**33. Sale:** In the event the landlord decides to list the home for sale, the tenant will be notified and will cooperate in showing the home at least once a week.

**34. VEHICLES:** Vehicles must be currently licensed, owned by tenants, registered, operational and properly parked.

**35. REPAIRS:** Repairs under \$100 dollars will be paid by Tenant. Tenant may be charged for repairs that are due to negligence, abuse, and or un-maintained issues with the premises as additional rent. Under no circumstances will Landlord be responsible for the cost of the repair if tenant has repair made without written authorization from Landlord. Tenant is responsible for the expense of any service calls requested by tenant deemed to be unwarranted or unnecessary by the service tech, or if the service tech deems the service call need is due to the tenants misuse or if the tech is unable to gain access due to tenants actions, even if the other terms of this lease would ordinarily make the landlord responsible for such a service call charge. In the event a major repair to the premises must be made which will necessitate the tenants vacating the premises, landlord may at its option terminate this agreement and tenant agrees to vacate the premises holding landlord harmless for any damages suffered if any. Tenant agrees to test all smoke detectors and maintain them. Tenant agrees to replace dead light bulbs when needed.

**36. Indemnification:** Tenant agrees to reimburse Landlord upon demand in the amount of loss, property damage, or cost of repairs or service(including plumbing trouble) caused by the negligence or improper use by tenant, his agents family or guests. Tenant at all times, will indemnify and hold harmless landlord from all losses, damages, liabilities and expenses which can be claimed against landlord for any injuries or damages to the person or property of any person, caused by the acts omissions, neglect or fault of tenant, his agents, family or guest or arising from tenants failure to comply with any applicable laws, statutes ordinances or regulations.

**37. WALK THROUGH MOVE IN/MOVE OUT:** Tenant and Property Manager/Landlord will complete a walk through checklist prior to move in and after the move out. The power must be on to do the final walk through inspection to disburse the escrow deposit. After the move in you have 3 days to put in writing any additional problems you find in the house you must e- mail it to [allstatespm247@gmail.com](mailto:allstatespm247@gmail.com)

**38. EXECUTION**

Executed by Landlord/Property Manager

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

Executed by Tenant

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date