



RESIDENTIAL LEASE AGREEMENT

“This is a legally binding contract. If not understood, seek legal help”

This agreement dated _____, is by and between
LANDLORD, _____,
and TENANT(s), _____,
for the dwelling located at: _____

Under the following terms and conditions:

1. **Fixed-Term Agreement (Lease):** Tenants agree to lease this dwelling for a fixed term of _____, **Beginning** _____, **and Ending** _____. Thereafter, this agreement shall become a month-to-month agreement ONLY if Landlord accepts rent from Tenants.
2. **Rent:** Tenants agree to rent this dwelling for the sum of \$ _____ **per month** and payable in advance. The first month’s rent is \$ _____ . _____ (Initial)
3. **Form of Payment:** Tenant agrees to pay rent in the form of a personal check, cashier’s check, or a money order to the Landlord. _____ (Initial)
4. **Rent Payment Procedure:** Tenants agree to pay their rent to the Owner at the following address: _____ utilizing the mail service. _____ (Initial)
5. **Returned Checks:** If for any reason a check issued by Tenants is returned by bank, the Tenants will pay a fee for the returned check of \$50.00. Tenants must thereafter secure a cashier’s check or money order for payment of rent. _____ (Initial)
6. **Rent Due Date:** The due date for the rent owing under this agreement is at **NOON** the **1st of every calendar month**. The LATE DATE is one day later. There is no grace period. Tenants may pay their rent **on or before the due date**. The very next day is the rent late date. This is the first day when Owners will consider the rent late. Owners expect to have RECEIVED the rent before this date. If Tenant’s rent is due on the first it must be received on, or before, the first to be on time. _____ (Initial)
7. **Late Fees:** Landlord expects Tenants to pay rent promptly. In the event that this does not occur for any reason, the Tenant will agree to pay a \$20.00 per day late fee until full payment is received. No post-dated checks will be accepted. _____ (Initial)

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8. **Deposits:** Tenants agree to deposit with the Owner/Landlord the sum of \$ _____ payable before they occupy the premises. Landlord may withhold from these deposits \$500, plus only what is reasonable and necessary to cover the following Tenant defaults including, but not limited to:

- a. Damages to the dwelling
- b. Extraordinary cleaning costs following Tenant's departure
- c. Unpaid rent and various other accrued and unpaid charges
- d. Legal and service charges. _____ (Initial)

9. **Cancellation:** If for any reason this contract is canceled, there will be a 40% service charge withheld from monies received. _____ (Initial)

10. **Utilities/Services:** Tenants agree to transfer all utilities and services to their name and pay all utilities with the exception of the following, which owner agrees to pay, home owner fees and taxes. _____ (Initial)



11. **Occupants:** The number of occupants is limited to _____. No one else may live there without the Landlords prior written permission. _____ (Initial)

12. **Guests:** Tenants may house any single guest for a maximum period of seven (7) days every six (6) months. _____ (Initial)

13. **Subletting and Assignment:** Tenants shall not sublet the entire premises, or any part of the premises. Further, Tenants shall not assign this agreement to anyone else without first obtaining the Landlords written permission. _____ (Initial)

14. **Liquid Filled Furniture:** Tenants agree not to keep any liquid-filled furniture in this dwelling without first obtaining Landlords written permission. _____ (Initial)

15. **Vehicles:** Tenants agree to keep a maximum of 2 vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles, which have exhaust muffling comparable to that of a passenger car, are allowed. Only those self-propelled recreational vehicles, which are used for regular transportation, are allowed. Tenants agree not to park: boats, recreational trailers, utility trailers, and the like, on the premises without first obtaining the Landlord's written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage. Tenant agrees to remedy, to Landlord's satisfaction, any grease/oil/coolant leakage on garage or driveway. All vehicles will be registered with Landlord. _____ (Initial)

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16. **Appliances:** Although there may be appliances in the dwelling, such as: refrigerator, stove, dishwasher, clothes washer/dryer, microwave, garbage compactor or disposal, the use of these appliances is not included in the rent. If Tenants wish to use these appliances, they agree to assume all responsibility for care and maintenance. _____ (Initial)

17. **Tenant Inspection:** Tenants have inspected the dwelling, and its contents, and agree they are in satisfactory order, as are, the electrical, plumbing, and heating systems. _____ (Initial)

18. **Notification of Serious Building Problem:** Tenants agree to notify the Owners/Landlord immediately upon first discovering any signs of serious building problems such as: a crack in the foundation, tilting porch, crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, leaky roof, spongy floor, leaky water heater, or termite activity. _____ (Initial)

19. **Windows:** Tenants agree to be responsible for any windows which become cracked or broken in their dwelling while they live there. _____ (Initial)



20. **Drain Stoppages:** As of the date of this agreement, Landlord warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as: diapers, sanitary napkins, tampons, children's toys, wads of toilet paper exceeding 3 pieces of no more than 5 squares of normal toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for cleaning the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. _____ (Initial)

21. **Trash:** Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. Tenants agree to dispose of their extraordinary household trash by hauling it to the dump themselves or by paying someone else to haul it away. Tenants agree to pay for trash collection service. _____ (Initial)

22. **Outside Placement:** Landlord further reserves the right to construct property improvements above, or below, the ground anywhere on the premises so long as they conform to all building codes. _____ (Initial)

23. **Damage:** Tenants agree to pay for repairs of all damage which they, or their guests, have caused. _____ (Initial)

24. **Locks/Lockouts:** Tenants agree that they will not change the locks on any door or mailbox without first obtaining Landlord's written permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide the Landlord with one duplicate key per lock. Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon a professional locksmith to let them in. In either case, the Tenant is responsible for payment of the charges and/or damages incurred. _____ (Initial)

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25. **Alterations, Decorations, and Repairs:** Tenants agree not to alter or decorate their dwelling without first obtaining Landlord's written permission. Landlord reserves the right to determine when the dwelling will be painted unless there is any law to the contrary. _____ (Initial)

26. **Access:** Owners/Landlord recognize that Tenants have a right to privacy and wish to observe that right scrupulously. However, at certain times, Owners, their employees, or agents may have to gain access to the Tenants dwelling for the purposes of showing it to prospective tenants, purchasers, lenders, or others, for repairs, inspection, or maintenance. Landlord will provide Tenants reasonable notice of twenty-four (24) hours or less then twenty-four (24) hours with Tenants concurrence. In emergencies, there will be no notice. _____ (Initial)

27. **Maintenance and Repairs:** Tenants have inspected the premises and acknowledge that they are in satisfactory condition and accept the premises in "As Is" condition as suited for the use intended. Tenants shall be responsible for all repairs, maintenance, and damages of the above dwelling unless covered by service contract. In the event of a service contract being in place, Tenant agrees to pay up to \$75.00 deductible at time of repair. _____ (Initial)



28. **C and Rs:** Tenant Acknowledges receipt of all pertinent rules, regulations, covenants, restrictions, and ordinances. _____ (Initial)

29. **Peace and Quiet:** Tenants are entitled to the quiet enjoyment of their own dwelling and their neighbors are entitled to the same. Tenants agree to refrain from making loud noises and disturbances and to keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet. **Tenant agrees to vacate premises within 24 hours of a third (3rd) violation or complaint of noise, domestic disturbance, or other nuisance. Deposit shall not be returned and tenant will continue to be liable for the remainder of the lease payments.** _____ (Initial)

30. **Telephone:** If and when Tenants install a telephone in their dwelling, they will furnish Owners/Landlord with number within three (3) calendar days. Landlords agree to take reasonable precautions to keep it from falling into the hands of third parties. _____ (Initial)

31. **Business Use:** Tenants agree to use this dwelling as their personal residence. They agree to conduct no business on the premises without first obtaining Landlord's written permission. _____ (Initial)

32. **Lawful Use:** Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities. **There is a "zero-tolerance" for drugs on these premises. Tenant agrees to vacate the premises within 24 hours of any violation of this policy. If Tenant is arrested on any felony charge, Tenant hereby grants permission for the Landlord, and/or his representative, to enter the premises and empty it of all contents, and dispose of any of those contents in any manner the Landlord sees fit, at Landlord's sole discretion, and will hold harmless the Landlord in such event.** _____ (Initial)

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33. **Insurance:** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or owner negligence. Owner's insurance does **NOT** cover Tenant's possessions or Tenant's negligence. **Tenants shall obtain a Tenant's insurance policy to cover damage to or loss of their own possessions, as well as liability insurance for losses resulting from their negligence. Tenants agree to provide Owners/Landlords evidence of such policy within one (1) month of this agreement.** _____ (Initial)

34. **Insurance Considerations:** Tenants agree that they will do nothing to the premises nor keep anything on the premises which will result in an increase in the Owner's insurance policy or an endangering of the premises (i.e., trampolines, fireworks, dogs on insurance company "Unacceptable List," and any other item or action which applies.) Neither will they allow anyone else to do so. _____ (Initial)

35. **Fire or Casualty Damage:** Should fire or casualty damage have been caused by Tenant's own action or neglect, they shall **not be** relieved of the responsibility for payment of rent, and they shall also bear the full responsibility for repair of the damage. _____ (Initial)

36. **Service of Process:** Every Tenant who signs this agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants', Service of Summons and other notices relative to the tenancy. _____ (Initial)



37. **Identity of Manager:** The person who is responsible for managing this dwelling is _____ and his/her phone number is _____ . _____ (Initial)

38. **Holding over:** If Tenants remain on the premises following the date of their termination, they are "holding over" and become liable for "rental damages." _____ (Initial)

39. **Possession:** Landlord shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. _____ (Initial)

40. **Illegal provisions not affecting legal provisions:** Whatever item in this agreement is found to be contrary to any local, state, or federal law, shall be considered null and void, just as if it had never appeared in this agreement, and it shall not affect the validity of any other item in the agreement. _____ (Initial)

41. **Non-Waiver:** Should either Owners or Tenants waive their rights to enforce any breach of this agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Owners may know when accepting rent that Tenants are violating one or more of this agreement's conditions, Owners in accepting the rent are in no way waiving their rights to enforce the break, neither Owners nor Tenants shall have waived their rights to enforce any breach unless they agree to waiver in writing. _____ (Initial)

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42. **Reference in Wording:** Plural references made to the parties involved in this agreement may also be singular, and single references may be plural. These references may also apply to Owner's and Tenants heirs, executors, administrators, or successors, as the case may be. _____ (Initial)

43. **Entire Agreement:** As written, this agreement constitutes the entire agreement between the Tenants and Owners. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or verbal. _____ (Initial)

44. **Consequences:** Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code. _____ (Initial)

45. **Attorney's Fees:** If either party to this agreement shall bring a cause of action against the other party for enforcement of the agreement, the prevailing party shall recover reasonable attorney's fees involved. _____ (Initial)

46. **Default:** The occurrence of the following shall constitute a material default and breach of lease by Tenant:

a. Any failure by the Tenant to perform any provision of this lease to be performed by Tenant where such a failure continues thirty (30) days after written notice thereof by Landlord will constitute a material breach of this and any other contract signed in reference to this property contract. _____ (Initial)

b. Tenant shall have breached this residential lease if payment is not received on or before the first of the month as specified on paragraph 6. _____ (Initial)



47. **Pets:** No pets may be allowed in this dwelling without the express written permission of the Landlord. _____ (Initial)

48. **Remedies upon Default:** In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the option to terminate this lease and all rights here under by giving written notice of intention to terminate. Tenant waives his right to a jury trial. _____ (Initial)

49. **Notice on Radon Gas:** Radon is a naturally occurring radioactive gas that when it has accumulated in a residence in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and/or state guidelines may have been found in residences in this state. _____ (Initial)

50. **Preparer's Disclaimer:** All of the undersigned parties in this agreement agree not to hold the preparer of this document liable for any errors, omission, mistakes, or negligence. _____ (Initial)

51. **Modification:** Any modification of any portion of this agreement must be made in writing signed by both parties. _____ (Initial)

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52. **Equitable Interest:** Tenant understands he has, and will not have, any equitable interest in this property. Tenant further understands that any monies paid by him/her for any reason are non-refundable with the exception of Tenant's security deposit to be refunded only upon satisfactory completion of this contract and completing clean up of the premises to move-in condition.

_____ (Initial)

Acknowledgment: The undersigned Tenants hereby acknowledge that they have read this agreement, understand it, agree to it, and have been given a copy. They further have been advised to seek professional legal, tax, and financial counsel concerning this contract.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Driver's License#: _____ State: _____

Tenant: _____ Date: _____


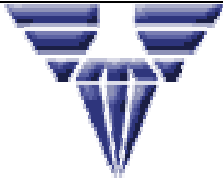
Driver's License#: _____ State: _____

Vehicle #1 Make: _____ Model: _____ Plate#: _____

VIN#: _____ State: _____

Vehicle #2 Make: _____ Model: _____ Plate#: _____

VIN#: _____ State: _____

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