

Contract to Lease

(This is not a Lease. A Lease should be signed before occupancy.)



- 1. **Parties:** _____/Joan H. Raley, REALTOR, Property Manager, Agent _____ (Prospective "Landlord") and _____ (Prospective "Tenant") agree to execute a lease agreement ("Lease") no later than June 27, 2018 [date] for the property described below. The Lease will include the terms set forth in Paragraphs 3-12 of this Contract to Lease ("Contract") and other mutually agreeable terms. **Landlord** **Tenant** (Landlord if left blank) will prepare the Lease.
- 2. **Deposit:** With the intention of entering into a Lease with **Landlord**, **Tenant** has paid \$1,500.00 ("Deposit") to Joan H. Raley, REALTOR, Property Manager, Agent [deposit holder]. Upon execution of a Lease by both parties, the parties authorize the deposit holder to transfer the Deposit according to **Landlord's** instructions, and **Landlord** will credit the Deposit to the money due under Paragraph 5 below.
- 3. **Property Address:** _____ Tallahassee, FL 32308

The property will be unfurnished furnished (attach inventory).
The property will be used for only residential purposes and occupied by only **Tenant** and the following persons:

- 4. **Lease Term:** The Lease will begin on July 1, 2018 [date] and end on June 30, 2019 [date].
- 5. **Money Due before Occupancy:** **Tenant** will pay the sum of \$1,500.00 in accordance with this paragraph before occupying the property. **Tenant** will not be entitled to move in or to keys to the property until all money due before occupancy has been paid. If no date is specified below, then funds will be due before occupancy.

First month's rent plus applicable taxes	\$	<u>1,500.00</u>	due	<u>June 29, 2018</u>
Advance rent for month of _____				
plus applicable taxes	\$		due	_____
Last month's rent plus applicable taxes	\$		due	_____
Security deposit	\$		due	<u>\$1500 pd. 6.11.18</u>
Security deposit for Association	\$		due	_____
Pet deposit	\$		due	_____
Other: _____	\$		due	_____
Other: <u>Non-refundable Lease Application Fee</u>	\$		due	<u>\$100.00 pd 6.9.18</u>

The Paragraph 2 Deposit will be credited as follows: (Check as applicable)

- \$ _____ to first month's rent
- \$1,500.00 to security deposit
- \$ _____ to last month's rent
- \$ _____ other (specify) _____

(If left blank, the Deposit will be credited to the first month's rent. Any remaining balance will be credited to the amounts due in the following order: 1) security deposit, 2) last month's rent, and 3) advance rent.)

- 6. **Rent Payments, Taxes, and Charges:** **Tenant** will pay total rent for the Lease Term of \$18,000.00 (excluding taxes). **Tenant** will also pay total taxes on the rent when applicable in the amount of \$0.00. **Tenant** will pay the rent, including taxes when applicable, as follows: (Check one)
 - in full on _____ [date] in the amount of \$ _____
 - monthly, on the 1st day (the 1st day if left blank) of each month in the amount of \$1,500.00
- 7. **Pets:** prohibited permitted, as described _____
- 8. **Smoking:** prohibited permitted

Prospective Landlord (____) (____) and Prospective Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3.

9. **Utilities:** Tenant will pay for all utility services during the Lease Term, connection charges, and deposits for activating existing utility connections to the property except for _____, which Landlord agrees to provide at Landlord's expense.
10. **Maintenance:** Landlord will be responsible for maintenance and repair of the property except for See page 3 of Lease; garbage removal/outside receptacle, extermination of pests, which Tenant agrees to maintain and repair.
11. **Servicemember Status:** Is the Prospective Tenant a servicemember as defined in F.S. 250.01? NO YES If yes, Landlord must provide a written approval or denial of Tenant's application within seven days after receipt. If Tenant is denied, Landlord must provide a reason for the denial to the Tenant.
12. The following real estate brokerages ("Brokers") are the only Brokers involved in the procurement of this Contract to Lease and shall be paid commissions in the amounts set forth below upon full execution of a Lease.

Listing Brokerage: Joan H. Raley, REALTOR Commission: 50% Lease Fee/12.5% Man Fee
 Tenant's Brokerage: N/A Commission: N/A

RENEWALS: Landlord shall pay to the Brokers (to be split equally) a lease renewal/lease extension commission equal to the greater of 25% of the gross rent for such renewal/extension or the amount set forth in Landlord's listing or other brokerage agreement with the Listing Broker. This shall be due upon the execution of the renewal/extension. This provision shall survive any subsequent lease between Landlord and Tenant.

SALES: In the event that the subject property is sold to any tenant or occupant identified in the Lease or any member of their immediate family or any entity in which they have an interest during the term of the Lease (or any renewal, extension or new lease term), Landlord shall pay the Brokers (to be split equally) a sales commission equal to the greater of 6% of the sales price or the amount set forth in Landlord's listing or other brokerage agreement with Listing Broker. This provision shall survive any subsequent agreement between Landlord and Tenant.

13. **Association Approval:** Where applicable, the Lease will be contingent upon condominium/cooperative/homeowners' association ("Association") approval. Landlord Tenant will pay a nonrefundable application fee of \$_____ and make application for Association approval by _____ [date]. If such approval is not obtained before beginning of Lease Term, either party may terminate the Lease by written notice to the other at any time before Association approval; and Tenant will receive a return of all Deposits paid. If the Lease is not terminated, rent will abate until Association approval is obtained.

14. **Additional Terms:** (Notice to Landlord and Tenant: You or your attorney must make any amendments to the Lease form.) _____

15. **Background/Credit/Reference Check:** If Landlord determines that Tenant's background, credit, or reference check is not acceptable, Landlord may terminate this Contract by refunding the Deposit to Tenant; thereupon, the parties will be released from all obligations under this Contract.
16. **Failure to Perform:** If Tenant fails to perform any of the promises of this Contract, the Deposit paid by Tenant may be retained by or for the account of Landlord as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; and the parties will be released from all obligations under this Contract. If Landlord fails to perform any of the promises of this Contract, Tenant may elect to receive a refund of Deposit paid without waiving any action for damages resulting from Landlord's breach.

Prospective Landlord (____) (____) and Prospective Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 3.

This Contract is not a Lease. Once the parties enter into a Lease, Lease provisions that conflict with provisions of this Contract will control. This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Prospective Tenant

Date

Prospective Tenant

Date

Prospective Tenant's Address: _____

Telephone and Email: _____

Prospective Landlord

Date

Prospective Landlord

Date

Prospective Landlord's Address: _____ 2425 Bass Bay Drive, Tallahassee, FL 32312

Telephone and Email: _____ 850.545.9390 _____ Joan@JoanRaley.com

Prospective Landlord (____) (____) and Prospective Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3.

Rental Calculations

Address: _____

Pro-rated Rent:

$$\text{\$ } \underline{0} \div \underline{0} \text{ days} = \text{\$ } \underline{0} / \text{ day} \times \underline{0} \text{ days} = \text{\$ } \underline{0}$$

Balance of the Year: 12 Months' Rent:

$$\text{\$ } \underline{1500}^{\text{00}} \times \underline{12} \text{ months} =$$

$$\text{\$ } \underline{18,000.00}$$

Total Rent Paid:

$$\text{\$ } \underline{18,000.00}$$

Nonlawyer Disclosure



Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "Name" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

_____ Joan H. Raley _____ told me that he/she is a nonlawyer and may not give legal
(Name)
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. _____ Joan H. Raley _____ informed me that he/she is not a paralegal as defined by the
(Name)
rule and cannot call himself/herself a paralegal.

_____ Joan H. Raley _____ told me that he/she may only type the factual information
(Name)
provided by me in writing into the blanks on the form. Except for typing, _____ Joan H. Raley _____
(Name)
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, _____ Joan H. Raley _____ may ask me factual questions to fill in
(Name)
the blanks on the form and may also tell me how to file the form.

Landlord or Tenant:

I can read English.

_____ I cannot read English but this notice was read to me by _____
(Name)

in _____ which I understand.
(Language)

Landlord or Tenant signature

Licensee signature

Landlord or Tenant signature

**Residential Lease for Single Family Home or Duplex
(FOR A TERM NOT TO EXCEED ONE YEAR)**



A BOX () OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

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. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. **PARTIES.** This is a lease (the "Lease") between _____
(name and address of owner of the property)
c/o Joan H. Raley, REALTOR, Property Manager, Agent, 2425 Bass Bay Drive, Tallahassee, FL 32312 ("Landlord") and
William "Scott" McArthur and Audra "Lenora" McArthur
(name(s) of person(s) to whom the property is leased)

("Tenant").

Landlord's E-mail Address: _____ joan@joanraley.com _____
Landlord's Telephone Number: _____ 18505459390 _____
Tenant's E-mail Address: _____ _____
Tenant's Telephone Number: _____ _____

2. **PROPERTY RENTED.** Landlord leases to Tenant the land and buildings located at _____ 1241 Winifred Drive _____
(street address)
Tallahassee _____, Florida _____ 32308 _____
(zip code)

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"):

Refrigerator w/Ice Maker, Range, Dishwasher, Range Hood, Counter Top Microwave, Washer and Dryer* and Window Blinds. *Washer and Dryer may be moved at later time in the Lease Term.

The Premises shall be occupied only by the Tenant and the following persons: _____

3. **TERM.** This is a lease for a term, not to exceed twelve months, beginning on _____ July 1, 2018 _____ and
ending _____ June 30, 2019 _____ (the "Lease Term").
(month, day, year) (month, day, year)

4. **RENT PAYMENTS, TAXES AND CHARGES.** Tenant shall pay total rent in the amount of \$18,000.00 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

in installments. If in installments, rent shall be payable
 monthly, on the 1st day of each month (if left blank, on the first day of each month) in the amount of \$1,500.00 per installment.

OR

weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of \$ _____ per installment.
 in full on _____ in the amount of \$ _____
(date)

Landlord () () and Tenant () () acknowledge receipt of a copy of this page, which is Page 1 of 18.
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Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$0.00 with each rent installment
 with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$1,500.00.
 If rent is paid in full, the total payment including taxes shall be in the amount of \$_____.

All rent payments shall be payable to Joan H. Raley, REALTOR, Property Manager, Agent at
2425 Bass Bay Drive, Tallahassee, FL 32312 (name)
 _____ (address) (If left blank, to Landlord at Landlord's address.)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from
 _____ through _____ in the amount of \$_____ and shall be due
 _____ (date) _____ (date)
 on _____ (date). (If rent paid monthly, prorate on a 30-day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable) cash, personal check, money order,
 cashier's check, or other online (tenant pays any costs) (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) _____,
 and to pay bad check fees in the amount of \$25.00 (not to exceed the amount prescribed by Section 68.065, Florida
 Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$1,500.00 in accordance with this paragraph prior to
 occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has
 been paid. 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 at Landlord's address or

to Joan H. Raley, RELATOR
 _____ (name)
 at 2425 Bass Bay Drive, Tallahassee, FL 32312
 _____ (address)

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>1,500.00</u>	due	<u>June 29, 2018</u>
Prorated rent plus applicable taxes	\$ _____	due	_____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____	due	_____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due	_____
Security deposit	\$ _____	due	<u>\$1500.00 pd 6.11.18</u>
Additional security deposit	\$ _____	due	_____
Security deposit for homeowners' association	\$ _____	due	_____
Pet Deposit	\$ _____	due	_____
Other _____	\$ _____	due	_____
Other <u>Non-refundable Lease Application Fee</u>	\$ _____	due	<u>\$100.00 pd 6.9.18</u>

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 18.

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6. **LATE FEES.** (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$150.00 (If left blank, 4% of the rent payment) for each rent payment made 5 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. **PETS AND SMOKING.** Unless this box is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

No Pets permitted. No smoking permitted on the premises inside or outside.

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

Unless this box is checked, no smoking is permitted in the Premises.

8. **NOTICES.**

Joan H. Raley, REALTOR

is Landlord's Agent. All notices must be sent to

Landlord _____ at _____

Landlord's Agent Joan H. Raley, REALTOR at 2425 Bass Bay Drive, Tallahassee, FL 32312

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 the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. 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 Premises.

9. **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 (If blank, then "NONE").

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

Landlord/Tenant		Landlord/Tenant		Landlord/Tenant		Landlord/Tenant	
<input type="checkbox"/>	<input type="checkbox"/>	roofs	<input type="checkbox"/>	<input type="checkbox"/>	windows	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	doors	<input type="checkbox"/>	<input type="checkbox"/>	floors	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	foundations	<input type="checkbox"/>	<input type="checkbox"/>	plumbing	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	heating	<input type="checkbox"/>	<input type="checkbox"/>	hot water	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	electrical system				<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	garbage removal/ outside receptacles				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	extermination of rats, mice, roaches, ants and bedbugs				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	extermination of wood-destroying organisms				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	lawn /shrubbery	<input type="checkbox"/>	<input type="checkbox"/>	pool/spa/hot tub		
<input type="checkbox"/>	<input type="checkbox"/>	water treatment	<input type="checkbox"/>	<input type="checkbox"/>	filters (specify)	Property Manager to check/change filter monthly.	
<input type="checkbox"/>	<input type="checkbox"/>	ceilings	<input type="checkbox"/>	<input type="checkbox"/>	interior walls		
<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)				Tenant shall be financially responsible for misuse/abuse of the premises.	

Tenant shall notify Joan H. Raley, REALTOR at 2425 Bass Bay Drive, Tallahassee, FL 32312 (name) (address)

(if left blank, Landlord at Landlord's address) and 850.545.9390 of maintenance and repair requests. (telephone number)

11. **ASSIGNMENT.** Unless this box is checked, 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.

12. **KEYS AND LOCKS.** Landlord shall furnish Tenant

4 # of sets of keys to the dwelling
of mail box keys
1 # of garage door openers

Landlord () () and Tenant () () acknowledge receipt of a copy of this page, which is Page 3 of 18.

If there is a homeowners' 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 _____
_____ gate lock - code 1950 _____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to Joan H. Raley, REALTOR
(name)
at 2425 Bass Bay Drive, Tallahassee, FL 32312 (If left blank, Landlord at Landlord's address).
(address)

13. LEAD-BASED PAINT. Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

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 no 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 (list documents below).

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

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.

_____ Lessor's signature	_____ Date	_____ Lessor's signature	_____ Date
_____ Lessee's signature	_____ Date	_____ Lessee's signature	_____ Date
_____ Agent's signature	_____ Date	_____ Agent's signature	_____ Date

14. SERVICEMEMBER. 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, the provisions of which can be found in the attachment to this Lease.

Landlord (_____) (_____) and Tenant (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 18.

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15. LANDLORD'S ACCESS TO THE PREMISES. 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:
 - (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, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' 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. 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 5, 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 requirements for obtaining approval. Landlord Tenant shall pay the security deposit required by the association, if applicable.

17. 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. However, unless this box is checked, 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. 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 any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. 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.

21. 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. A copy of the current version of this Act is attached to the Lease.

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

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR 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.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

25. 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.

26. ATTORNEYS' 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 attorneys' fees, from the non-prevailing party.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 18.

RLHD-3x Rev 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

27. 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. 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 health department.

28. BROKERS' COMMISSION. Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by Landlord Tenant for procuring a tenant for this transaction.

<u>Joan H. Raley</u>	<u>N/A</u>
Real Estate Licensee	Real Estate Licensee
<u>Joan H. Raley, REALTOR</u>	<u>N/A</u>
Real Estate Brokerage Company	Real Estate Brokerage Company
<u>50% Lease Fee; 12.5% Mon Management</u>	<u>N/A</u>
Commission	Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX FOR THE FOLLOWING PROVISION TO APPLY. 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.

The Lease has been executed by the parties on the dates indicated below.

<u>Landlord's Signature</u>	<u>Date</u>
<u>Landlord's Signature</u>	<u>Date</u>
<u>Landlord's Signature</u>	<u>Date</u>
<u>Tenant's Signature</u>	<u>Date</u>
<u>Tenant's Signature</u>	<u>Date</u>

This form was completed with the assistance of:

Name of Individual: Joan H. Raley
Name of Business: Joan H. Raley, REALTOR
Address: 2425 Bass Bay Drive, Tallahassee, FL 32312
Telephone Number: 850.545.9390

Copy of Current Version of Florida Residential Landlord and Tenant Act, Part II, Chapter 83, Florida Statutes to Be Attached

Landlord () () and Tenant () () acknowledge receipt of a copy of this page, which is Page 6 of 18.

RLHD-3x Rev 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Early Termination Fee/Liquidated Damages Addendum

I agree, as provided in the rental agreement, to pay \$ 3,000.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

You can choose one of the above at the move in orientation.

Landlord's Signature

Date

Landlord's Signature

Date

Landlord's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 18.
RLHD-3x Rev 7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Florida Residential Landlord and Tenant Act

PART II

RESIDENTIAL TENANCIES

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- 83.681 Orders to enjoin violations of this part.
- 83.682 Termination of rental agreement by a servicemember.
- 83.683 Rental application by a servicemember

83.40 Short title. --This part shall be known as the "Florida Residential Landlord and Tenant Act."

History. --s. 2, ch. 73-330.

83.41 Application. --This part applies to the rental of a dwelling unit.

History. --s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part. --This part does not apply to:

- (1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
- (3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
- (4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
- (5) Occupancy by an owner of a condominium unit.

History. --s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions. --As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
- (2) "Dwelling unit" means:
 - (a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
 - (b) A mobile home rented by a tenant.
 - (c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- (3) "Landlord" means the owner or lessor of a dwelling unit.
- (4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 18.

- (5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
- (6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
- (7) "Rental agreement" means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
- (8) "Good faith" means honesty in fact in the conduct or transaction concerned.
- (9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
- (10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.
- (11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
- (12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.
- (13) "Legal holiday" means holidays observed by the clerk of the court.
- (14) "Servicemember" shall have the same meaning as provided in s. 250.01.
- (15) "Active duty" shall have the same meaning as provided in s. 250.01.
- (16) "State active duty" shall have the same meaning as provided in s. 250.01.
- (17) "Early termination fee" means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
- Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
 - Charges for damages to the dwelling unit.
 - Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.

History. --s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith. --Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History. --s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision. --

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History. --s. 2, ch. 73-330.

83.46 Rent; duration of tenancies. --

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History. --s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements. --

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.

(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

History. --s. 2, ch. 73-330.

83.48 Attorney fees. --In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.

History. --s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant. --

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 9 of 18.

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:

(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;

(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or

(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.

(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

(a) Be given in person or by mail to the tenant.

(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.

(c) State whether the tenant is entitled to interest on the deposit.

(d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 10 of 18.

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.

History. --s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.

Note. --Former s. 83.261.

83.50 Disclosure of landlord's address. --In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. 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.

History. --s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises. --

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 11 of 18.

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.

2. Locks and keys.

3. The clean and safe condition of common areas.

4. Garbage removal and outside receptacles therefor.

5. Functioning facilities for heat during winter, running water, and hot water.

(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.

(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(d) This subsection shall not apply to a mobile home owned by a tenant.

(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

History. --s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit. --The tenant at all times during the tenancy shall:

(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.

(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.

(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.

(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

History. --s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit. --

(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7: 30 a. m. and 8: 00 p. m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:

(a) With the consent of the tenant;

(b) In case of emergency;

(c) When the tenant unreasonably withholds consent; or

(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

(3) The landlord shall not abuse the right of access nor use it to harass the tenant.

History. --s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use. --No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

History. --s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses. --Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.

History. --s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages. --If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

History. --s. 2, ch. 73-330.

83.56 Termination of rental agreement. --

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 12 of 18.

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of _____, (year) _____.

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.

(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:

1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;

2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or

3. Post a new 3-day notice reflecting the new amount due.

(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).

(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History. --s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 13 of 18.

83.561 Termination of rental agreement upon foreclosure. --

(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.

(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.

(b) The tenant is entitled to the protections of s. 83.67.

(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date). If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .

(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).

(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.

(3) This section does not apply if:

(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.

(b) The tenant's rental agreement is not the result of an arm's length transaction.

(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.

(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.

History. --s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term. --A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History. --s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration. --

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History. --s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over. --If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History. --s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession. --

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 14 of 18.

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or

(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History. --s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant. --If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:

(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;

(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term "good faith in attempting to relet the premises" means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;

(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or

(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months' rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days' notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

? I agree, as provided in the rental agreement, to pay \$_____ (an amount that does not exceed 2 months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

? I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.

(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.

History. --s. 2, ch. 83-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure. --

(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.

(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord's representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.

History. --s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing. --When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

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resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

History. --s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord. --

(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.

(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.

History. --s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment. --In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.

History. --s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage. --If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History. --s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct. --

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenant organization;

(c) The tenant has complained to the landlord pursuant to s. 83.56(1);

(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;

(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or

(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

History. --s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

83.67 Prohibited practices. --

(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.

(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.

(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.

(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.

(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

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tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

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.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).

(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.

(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.

(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).

History. --s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part. --

(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.

(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.

(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or \$300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.

History. --s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember. --

(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:

(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;

(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;

(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;

(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;

(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or

(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.

(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.

(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.

(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

History. --s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember. --

(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 17 of 18.

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.

(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Landlord (____) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page, which is Page 18 of 18.

Residential Lease Addendum 1

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Addendum One to the Residential Lease for Single Family Home or Duplex

The Prospective Tenant understands and agrees to the following:

1. to turn off all electrical devices and appliances when not on the premises to prevent fire or mechanical failure;
2. to not overfill the washing machine and dryer with clothes to prevent overheating, fire or mechanical failure; to clean the lint filter after each use;
3. to report any and all items that need repair as soon as possible to prevent further or more complex damage; if it is evident that repairs were delayed, the Tenant may be responsible for the additional costs;
4. to not repair any item(s) on the premises unless otherwise agreed upon; the owner or manager shall have the item(s) professionally repaired;
5. to be responsible to be familiar with the location of the emergency cut-off water valve for the premises and to turn the valve in the "off" position in the of any water leak detected by Tenant;
6. to lock all windows and doors for Tenant's security and safety; to secure the property; if you desire a security system, contact the Property Manager to discuss the terms and conditions for obtaining one (see # 31 below);
7. to clean the air conditioning return grill where the air filter is located monthly or the Property Manager will do this; Tenant will clean up the debris left over;
8. to use only toilet paper in the toilets; do not put tampons, applicators, paper towels, Kleenex tissue, wet wipes, Q-tips, dental floss, toys, etc. into the toilet. Tenant will be responsible for any clogging of the toilets unless the toilet is physically broken by other means. To not use toilet bowl cleaners in the toilet tanks; this corrodes the rubber parts;
9. to use a drain cleaner if your drains (tubs, showers and sinks) becomes clogged or are draining slowly. To keep the tub cleaned so it does not get stained. If it is stained, the Tenant could be responsible to paying for re-glazing. This can be approximately \$500-600.00;
10. to purchase and change light bulbs if needed during tenancy and move out. Incandescent bulbs shall not exceed 60 watts;
11. to check smoke detectors every three months and maintain them to be in good working order, including changing batteries when needed. This is for the safety of the Tenant and the building;
12. to keep the drip trays under the burners on the range top clean; to keep the all the appliances (kitchen and laundry) clean inside and outside;
13. to use all appliances on a regular basis to keep them in good working order. For example, running the dishwasher at least once a week if you do not use it. If the

appliance is not working properly because it had not been run, Tenant may be responsible for the repair;

14. to not use the oven for heating the kitchen or the house. This wears out the heating element and can cause a house fire;
15. to not move the refrigerator at any time. This can crimp the icemaker line and cause a flood in the unit. Tenant is responsible for replacing the water filter system in the refrigerator or the sink;
16. to keep the interior of the premises clean and free of dirt, dust, garbage, excess moisture and mold;
17. to NOT use the fireplace for any fires, including from wood, gas logs or any other combustible fuel. Tenant may request in writing to use the fireplace if Property Manager approves;
18. to not bring into the leased premises any device or item, such as an aquarium or waterbed, which may leak or discharge water;
19. to exterminate any pests, insects, roaches, ants, bed bugs, rats, mice, etc.; none of these pests were in the house upon the initial occupancy. This issue shall be reported to the Property Manager immediately. Tenant may contract for a pest control service with approval from the Property Manager;
20. to drip sufficient water from interior and exterior faucets and spigots ensure water pipes do not freeze during periods when freeze warnings are forecasted for the Tallahassee area by the National Weather Service;
21. to only use outdoor charcoal and gas cooking grills when located away from under the porch roofs and a safe distance from the vinyl siding and exterior of the building;
22. to take trash and recycle containers to the curb the day before or on the day of pick up, and return the containers to the side or rear yard on the day of or the day after trash and recycle pick up. Tenant should check the City of Tallahassee Ordinance in regards to garbage and recycle policies;
23. to pick up all yard trash immediately, this includes pet feces, cigarettes, paper, garbage, bottles, cans, miscellaneous yard trash, etc.;
24. to not park on the grass; to not place baby pools or any other item on the grass that will kill it. If the grass is destroyed because of this action the Tenant will be held financially responsible;
25. to not park more than one motor vehicle for each named Tenant or no more vehicles than the parking pad permits; to not keep any unlicensed or inoperable motor vehicles on the leased premises, nor not keep oversized vehicles, trailers, boats or RVs on the premises including the grass or in the street;
26. to have NO PETS or animals in or on the premises; no pet sitting or overnight pet or animal visits shall not be permitted; if Tenant is permitted to have pets he is already approved for this;
27. to NOT smoke cigarettes, cigars, pipes, or any other device that

produces smoke, odor or combustion indoors or outdoors on the premises. This includes the Tenant, friends, relatives, guests, etc. Tenant expressly states, as a condition precedent to obtaining and keeping this Lease, that tenant is a non-smoker;

28. to not use candles, plug in deodorizers, odorizers, or any other product (other than cleaning products) which deodorize the ambient air on the premises;
29. to not construct or maintain any permanent or temporary structure attached to the premises, in the yard (on the grass) or in the designated parking areas for the Leased premises;
30. to not install any telephone, security system, cable, satellite dish, appliance, item, wiring or equipment without a written request to do so. Written approval from the Property Manager is required. If approved and any damage occurs from this installation or removal, the Tenant is financially responsible; see addendums for these items;
31. to not install a security system without written request to do so. Written approval from the Property Manager is required. If approved Tenant is required to give a copy of the contract with the code and password to the property manager within 24 hours of signing of the contract with the security company; if approved and any damage occurs from this installation or removal, the Tenant is financially responsible;
32. if the Tenant locks himself out of the unit he is responsible for calling a locksmith and not the Property Manager. The tenant is to report this occurrence to the Property Manager within 24 hours. Also, the Tenant cannot attempt to "break in to the unit". If this is done and there is damage the Tenant will be charged with the repairs. The Tenant is not permitted to change the keys or locks or have additional keys made;
33. if any certified mail is to be sent to the Tenant, he understands that he will be charged for this mailing;
34. and, to not use the premises at any time during the term of this Lease for the purposes of carrying on any business, profession, trade, unlawful purpose or activity, nor for any purpose other than as a private dwelling.

Property Manager shall check/change the HVAC filters monthly and pick up the Tenants' rent check. E-mail notice shall be given to the Tenants for date of visit and tenants need to respond to this notice via e-mail within 48 hours.

The Owner will provide lawn care unless otherwise agreed upon.

If any of these items become damaged during the Tenancy it will be the option of the Owner to replace or not: the disposal, the icemaker, fan light kits, the screening on the porch or doors, if applicable.

If a service call for repair reveals that the item is not working or is damaged from improper use, misuse or abuse, the Tenant will be responsible for the total repair or replacement costs.

If an item is not working properly at the beginning of or during the week and the Tenant waits to call late in the week or on the weekend, he may be responsible for the overtime charges.

If the Tenant is approved to have a pet(s) on the premises, it is required that he has a Renter's or Tenant's insurance policy for his personal property and to include pet liability insurance for the pet(s). This policy shall be submitted prior to move in. The Landlord or Owner's Policy does not cover the Tenant's personal property and liability with the pet(s).

The Property Manager will have the property professionally cleaned upon the Tenants' vacancy or at the end of the Lease whichever occurs first. This shall include a deep clean of the unit and cleaning the flooring. The cost for this cleaning will be retained from the Tenants' security deposit. Receipts will be forwarded to the Tenant for their records.

The Security Deposit shall be held in a non-interesting bearing account at the Capital City Bank Group in the Joan H. Raley, REALTOR, Property Management Escrow Account or the Joan H. Raley, Rental Escrow Account.

The terms of the Lease shall not supersede other third party regulations, including but not limited to, Homeowners Associations, Condominium Associations, Community Districts and Subdivision Regulations, etc.

I acknowledge that I have read these terms and conditions understand them and agree to them.

Tenant Date

Tenant Date

Tenant Date

Property Manager/Landlord/Owner Date

Lead-based Paint Warning Statement for Rental Housing



(Use this form with leases and subleases for more than 100 days (or less than 100 days if there is the possibility of renewal or extension) of residential property built in 1977 or earlier. This disclosure must be made beginning September 6, 1996, if Landlord owns more than 4 dwelling units and beginning December 6, 1996, if Landlord owns 1 - 4 dwelling units. Landlord and licensees must keep a copy of this completed form for 3 years from the start of the leasing period.)

Addendum to Lease: This clause is incorporated into the lease between _____ (Landlord) and _____ (Tenant) concerning the residential Property built before 1978 and located at _____

(In the following disclosure, **Landlord** is referred to as "Lessor" and **Tenant** is referred to as "Lessee.") "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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention." For purposes of this addendum, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

(1) LBP/LBPH in Housing: Landlord has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated: (describe all known LBP/LBPH information and list all available documents pertaining to LBP/LBPH and provide documents to Tenant before obligating the Tenant's to the lease) None known to Landlord

(2) Certification of Accuracy: Tenant has received the pamphlet "entitled "Protect Your Family From Lead in Your Home" and all of the information specified in paragraph (A) above. Licensee has notified Landlord of Landlord's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4852d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Tenant, Landlord and each licensee has reviewed the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Cooperating Licensee	Date	Listing Licensee	Date

Tenant (____) (____) Landlord (____) (____) Listing Licensee (____) Cooperating Licensee (____) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

Notice from Real Estate Licensee to Seller/Landlord Regarding Responsibilities Under Federal Lead-Based Paint Law

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement: "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, 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 property 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."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

A. The following 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by

Joan H. Raley, REALTOR

(licensee) to Seller/Landlord on the 18th day of May, 2018.

Tenant () () Landlord () () Listing Licensee () Cooperating Licensee () acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN _____ (OWNER OR AGENT) AND _____ (TENANTS) FOR THE PREMISES LOCATED AT _____

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. **OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.**

An Air Conditioner is also a dehumidifier

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT (S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent 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(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant

Owner or Owner's Agent

Tenant

Date

Form of notice in blank provided to owner or agent by: LAW OFFICES OF HEIST, WEISSE & WOLK, P.A.
1-800-253-8428

Rental Data

Address: [REDACTED] Tallahassee, FL 32308. This is a great family home in the central northeast between the Tallahassee Memorial Regional Hospital and the Capital Regional Medical Center and inside Capital Circle Northeast. Close to shopping, services, restaurants, park, work, the state Capitol complex.

Rent: \$1500.00/month. **Security Deposit:** \$1500.00. This is not the last month's rent. **Term:** One Year Lease. **Available:** Now. **Property Manager** visits monthly to pick up rent check and check/change the HVAC filter.

Application: Written Application for verification of Rental History, Employment and Income, Credit Report, etc. \$50.00 Application Fee Per Person or Married Couple to process the Application. Application Fee is Non-Refundable.

Utilities: Tenant pays for all Utilities: City of Tallahassee, Internet, etc. **Property Manager** visits and checks/changes Air Conditioning Filters Monthly.

No Smoking Inside or Outside on the premises. This is a smoke free environment. **Lawn Care:** Yes, this is provided. **No Parking on the Grass.**

Pets: *Pets less than 30 pounds may be considered.* No more than two Pets with application criteria. There is a Pet Application and Interview with the Pet. Pet Fee varies with the Pet (\$250.00 minimum per pet). This is Pet Rent and Non-refundable. With Pets, the Tenant must have a Tenant's Insurance Policy.

Rooms: 4 Bedrooms and 2 Baths. Separate Living Room with spacious Dining – Kitchen combo!

House Description: One Story Ranch on Quiet Street in Brandt Hills. Fresh Interior Paint, Newer Stainless Steel Kitchen Appliances, New Kitchen Counter Tops, Updated Bathrooms, Gray Wood Style Tile Flooring in Living, Dining, Kitchen and Hallway. Master Bedroom has Doors to Outside. Lots of Storage with large Closets and One and a Half Car Garage.

Appliances: Refrigerator w/Ice-maker, Dishwasher, Range, Disposal and Microwave Oven in Kitchen. Washer and Dryer in Garage. Automatic Garage Door Opener.

Schools: Kate Sullivan Elementary, Cobb Middle and Leon High School

Call or Text 850.545.9390 for Appointment to View, Application and Interview.
Joan H. Raley, REALTOR®, Property Manager
Joan@JoanRaley.com ~ www.JoanRaley.com

Tenant Requests Procedure

Tenant Name _____

Address: _____

These requests need approval from the Owner or Property Manager.

These approvals shall be separate Lease Addendums to your Lease Package.

Your requests the following:

_____ Cable or Satellite Service

_____ Telephone or Internet Service

_____ Security Service

_____ Invisible Fence

_____ Fence

_____ Painting

_____ Fireplace Usage

_____ Other: _____

Tenant is responsible for any and all installation, damage and repair costs from the companies they hire for this work.

Tenant shall submit all contracts and receipts of work done to the Property Manager within five days.

The areas affected by the installation and/or repairs shall be left in the like-original condition when the tenant vacates.

If there is any damage that tenant does not repair, the Property Manager shall make said repairs and charge the tenant.

Tenant Print Date

Tenant Print Date

Owner/ Property Manager Print Date

Word/Business/Property Management/Tenant Requests.

*You can select the
Move in orientation.*

Your Utilities

Your Name:

Your Address:

Date of Your Turn On/Turn Off: *June 27, 2018*

If you are selling or buying a home: You need to call about a week before closing to turn on or off or switch over the utilities.

If you are leasing a home: You need to call about a week before moving in to turn on or off or switch over the utilities.

1. City of Tallahassee - 850.891.4968, www.tal.gov or phone app DigiTally.

Electric, Water, etc.

Sewer

Gas - You have to contact the City Gas Department to make separate arrangements for this turn on otherwise you will have cold water!

Garbage

Stormwater

Fire

Other: _____

2. ___ Talquin - 850.878.4414 or www.talquinelectric.com

___ Electric

___ Water

___ Sewer

___ Other: _____

3. ___ Waste Pro - 850.606.1899 or www.LeonCountyFL.gov/curbside

4. ___ Propane Gas: _____

5. Comcast Cable - 850.574.4000 or www.comcast.com

?

Move In Preparations!

Name(s) _____

Address: _____

Today's Date: June 16, 2018

Move In Date and Appointment: June 21, 2018
time to be determined

You will need to complete the following for your move in:

- ① _____ Have the utilities in your name.
2. N/A Contact the post office, if needed, for your mail box keys.
- ③ _____ Have your move in monies of \$450⁰⁰ ^{#1500⁰⁰}. This can be a personal check.
4. N/A Have any other monies owed to move in (pet fees, etc.) which are _____.
5. ? Have your rental insurance policy to move in. This can be a hard copy or it can be emailed to me from your insurance company.
- ⑥ _____ Any requests for cable, security system, painting, fireplace usage. These are addendums to the Lease.

Joan H. Raley, REALTOR, Property Manager
850.545.9390 Office or Text ---- 1.888.798.1950 E-fax
Joan@JoanRaley.com ---- www.JoanRaley.com

Move In Orientation for _____

We have checked and discussed the following systems/items in the property:

Kitchen and Laundry Appliances:

- _____ The garbage disposal and how to use it.
- _____ The refrigerator. Do not move it. The icemaker line could become crimped and cause a flood. The refrigerator water filter you change it.
- _____ The clothes dryer. Do not move it; the vent line could get crimped. Clothes will take longer to dry, cost more in utilities and this could cause a fire.
- _____ The clothes dryer. Clean the lint tray after each drying. If it builds up it can cause a fire.

Electrical:

- _____ The circuit breaker box and GFCI outlets. Main cut off.

Heating and Cooling:

- _____ The thermostat and use.

Plumbing:

- _____ The sink and toilet cut off valves. Plunging the toilet.
- _____ The water cut off valve in the yard. Main cut off.

Garage Door Opener:

- _____ The garage door opener, outside pad, eyes, light bulb, etc.

Bugs:

- _____ There are no bugs, insects, etc. in the unit at move in. If you have bugs after move in, they came in the boxes, bags, etc. with your move in. Check your lease for remedy.

Tenant Date

Tenant Date

Property Manager/Owner Date