

FLORIDA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

LANDLORD: _____, with a mailing address of _____, (hereinafter referred to as the "Landlord"),

AND

TENANT(S): _____, _____, and _____ (hereinafter referred to as the "Tenant").

I. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the premises located at the following address:

Street Address: _____

City: _____ State: Florida Zip Code: _____

(hereinafter referred to as the "Premises").

The Premises includes the following furnishings and appliances:

II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Agreement shall begin on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the end of the term, this Agreement shall (check one):

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **MONTH-TO-MONTH:** This Agreement shall begin on the ____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with at least fifteen (15) days' written notice prior to the end of any monthly period, pursuant to Florida Statute § 83.57(3).

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

_____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

IV. LATE CHARGES AND RETURNED CHECKS

If rent is not paid by the _____ day of the month, the
Tenant shall pay a late fee of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due
under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other
reason, the Tenant shall pay to the Landlord a returned check charge in the amount of \$
_____, in accordance with Florida Statute § 68.065.

V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$
_____ as security for any damage caused to the Premises
during the term hereof.

FLORIDA SECURITY DEPOSIT DISCLOSURE (Pursuant to Fla. Stat. § 83.49):

The Security Deposit will be held in the following manner (check one):

☐ **Non-Interest Bearing Account:** The deposit is held in a separate non-interest bearing
account for the benefit of the Tenant at:

Name of Depository: _____

Address of Depository: _____

☐ **Interest Bearing Account:** The deposit is held in a separate interest-bearing account for the benefit of the Tenant at:

Name of Depository: _____

Address of Depository: _____

The Tenant is entitled to receive interest at the rate of

_____ % per year or 75% of the annualized average interest rate payable on the account, whichever the Landlord elects.

☐ **Surety Bond:** The Landlord has posted a surety bond with the clerk of the circuit court in the county in which the dwelling unit is located.

VI. USE OF PREMISES

The Premises shall be used and occupied by the Tenant and the following immediate family members exclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling.

Authorized Occupants:

VII. UTILITIES

The Landlord shall provide and pay for the following utilities and services (check all that apply):

☐ Electricity ☐ Water/Sewer ☐ Gas ☐ Trash Collection ☐ Cable/Internet ☐

Landscaping ☐ Pool Maintenance

The Tenant shall be responsible for all other utilities and services not listed above.

VIII. PETS

☐ **NO PETS:** No pets shall be allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

The Tenant agrees to pay a non-refundable pet fee of \$

_____ .

IX. MAINTENANCE AND REPAIRS

Landlord's Obligations: The Landlord shall maintain the dwelling in accordance with Florida Statute § 83.51, ensuring the roof, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components are in good repair and capable of resisting normal forces and loads.

Tenant's Obligations: The Tenant shall comply with Florida Statute § 83.52, including but not limited to:

1. Keeping the Premises clean and sanitary.
2. Removing all garbage in a clean and sanitary manner.

3. Keeping all plumbing fixtures clean and sanitary and in repair.
4. Using and operating in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances.
5. Not destroying, defacing, damaging, impairing, or removing any part of the Premises or property therein belonging to the Landlord nor permitting any person to do so.

X. RIGHT OF ENTRY

Pursuant to Florida Statute § 83.53, 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 twelve (12) hours prior to the entry, and reasonable time is between 7:30 a.m. and 8:00 p.m. 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 when necessary for the further purposes set forth in the statute under any of the following circumstances:

1. With the consent of the Tenant;
2. In case of emergency;
3. When the Tenant unreasonably withholds consent; or
4. If the Tenant is absent from the Premises for a period of time equal to one-half the time for periodic rental payments.

XI. DEFAULT AND REMEDIES

If the Tenant fails to pay rent when due and the default continues for three (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.

If the Tenant materially fails to comply with Florida Statute § 83.52 or material provisions of this Agreement, the Landlord may deliver a written notice to the Tenant specifying the

noncompliance and indicating the intention to terminate the Agreement if the noncompliance is not corrected within seven (7) days.

XII. ABANDONMENT

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.

XIII. RADON GAS DISCLOSURE

ATTENTION: RADON GAS

"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." (Pursuant to Fla. Stat. § 404.056(5)).

XIV. LEAD-BASED PAINT DISCLOSURE

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.

The Premises was built (check one):

☐ Before 1978 (Landlord must provide Lead-Based Paint Disclosure form).

☐ In 1978 or later.

XV. MILITARY SERVICE MEMBERS

In accordance with Florida Statute § 83.682, if the Tenant is a service member and receives a change of station orders, temporary duty orders for a period exceeding 60 days, or is released from active duty, the Tenant may terminate this Agreement by providing the Landlord with a written notice of termination and a copy of the official military orders or a written verification signed by the service member's commanding officer.

XVI. NOTICES

Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord's Notice Address:

Tenant's Notice Address:

The Premises Address listed in Section I.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating

to the subject matter of this Agreement.

XVIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, specifically Chapter 83, Part II, Florida Statutes (Florida Residential Landlord and Tenant Act).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

LANDLORD SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE(S)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

WITNESSES (Required in Florida for leases exceeding one year per Fla. Stat. § 689.01)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ (Landlord) and
_____ (Tenant), who are personally known to me or who
have produced _____ as identification.

Signature of Notary Public: _____

Date: _____ day of _____, 20____

Print Name: _____

My Commission Expires: _____

(Seal)