



## RESIDENTIAL LEASE AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as the "Landlord", through its "Agent", The Team Real Estate Group, Inc. and \_\_\_\_\_, hereinafter referred to as "Tenant". All provisions, terms and conditions of this lease agreement shall be binding to the Tenant(s), Landlord, their heirs, estate, assignees and legal successors. Tenant(s) leases the following property from the Landlord: \_\_\_\_\_ ("Premises").

### TERM OF LEASE:

### MONTHLY RENT:

### SECURITY DEPOSIT:

### OCCUPANTS:

Only the above-mentioned individuals shall occupy the Premises unless written consent from the Landlord or Landlord's Agent is obtained. A reasonable number of guests may occupy the Premises without Landlord or its Agent written consent if stay is limited to **1 week per calendar year**.

**RENT:** Tenant(s) agrees to pay \$\_\_\_\_\_ monthly as rent on the **1st Day** of each month in advance without demand. Payment must be issued in full on one (1) Check, Money Order or EFT payment. Cash payments and third party checks will not be accepted.

**RENTAL PAYMENTS PAYABLE TO: The Team Real Estate Group**

**RENTAL PAYMENTS (AND WRITTEN NOTICES) DELIVERED TO: 830 Hoffner Avenue, Orlando, FL 32809**

**PRORATED RENT:** If occupancy begins on or after 2nd day of any month, pro-rated rent will be based on the number of days of occupancy of the initial month and shall be paid on the 1st day of the following (2<sup>nd</sup>) month in the amount of \$\_\_\_\_\_.

**LATE PAYMENTS AND RETURNED CHECKS:** Rent must be received by Agent on or before the due date (the 1<sup>st</sup> Day of each month). If the rent is not received by midnight of the **First (1st) day** of each calendar month by the Landlord or Landlord's Agent the Tenant(s) agrees to pay a Late Fee of **10%** of the monthly rental payment which is due as additional rent. If rent is not received by midnight of the **Second (2<sup>nd</sup>) day** of the calendar month by the Landlord or Landlord's Agent, the Tenant(s) agrees to pay a **daily late fee of \$10.00 per day, additional to the initial 10% Late Fee. Payments made after the 1st day of the month must be made by Cashier's Check or Money Order.** If Tenant(s) check or electronic payment is dishonored, the dishonored check or electronic payment will be subject to a **\$45 Non-Sufficient Fee**, charged as additional rent; all future payments must be paid in the form of a Cashier's Check or Money Order for the remainder of said Lease. Time is of the essence, the imposition of the Late Fee, Dishonored Payment Fee or accepting partial payments of rent shall not be a waiver of available Florida Law remedies. If the rent is not received by the 1st day of the calendar month, Landlord or Landlord's Agent may serve a Three Day Notice on the next day or any day thereafter as allowed by law. All signatures to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late fees and other charges due under this lease. A \$70.00 charge for the physical delivery of a Three Day Notice or any other notice will be charged to the Tenant(s) and be due additional to rent.

**EFT PAYMENTS:** As a courtesy to the Tenant(s), Landlord's Agent has arranged for the Tenant(s) to make rental payments via Electronic Funds Transfer (EFT) from the Tenant's checking or savings account. EFT payments can be a one-time payment, scheduled payment, or a recurring payment. EFT payments are not instantaneous and may not reflect as deducted from the Tenant's bank account for up to 4 or more business days. **Therefore, EFT payments should be set up to fund the Landlord's Agent account by the 1st of the month.** EFT payments can be rejected for insufficient funds, incorrect account information and other reasons. Any rejected EFT payment will be treated as non-payment of rent, and late fees along with any other applicable fees will be assessed to your account. EFT payments are a privilege and may be suspended or revoked at any time, without notice from Management. When setting up an EFT payment the name on the Bank account must match the Tenant's name as shown on this lease. Transaction charges imposed by software providers or bank institutions may apply.

**PETS/ANIMALS:** Tenant(s) shall NOT keep any animal or pet in or around the rental premises without Landlord or Landlord's Agent prior written approval. This includes temporary fostering, babysitting or limited visits. No animals are allowed at any time without approval.

Pets/Animals \_\_\_\_\_ allowed on the Premises. Pet/Animal(s) description: \_\_\_\_\_.

Approval has been given to Tenant(s) to ONLY keep a pet/animal described as: \_\_\_\_\_.

on the leased Premises and agrees to the following terms:

- Tenant agrees to keep their pet/animal under control at all times and on a leash when outdoors.
- Tenant agrees pets/animals are not allowed to run loose at any time or kept on a balcony/lanai (if applicable)

INITIALS

- Tenant agrees to clean and dispose of all pet/animal waste inside and outside
- Tenant has submitted pet/animal application to our third-party screening company and paid applicable Pet Fee(s) & Pet Deposit(s) at the time of approval of any Pets
- Tenant agrees to maintain their profile and update their pet/animal's records with said third-party company
- Tenant agrees not to allow pet/animal to be tethered or left unattended for any unreasonable amount of time outside
- Tenant agrees not to leave food outside of Premises
- Tenant agrees to keep pet/animal from excessive animal noise, annoyance and or discomfort to others (whether in or outside)
- Tenant agrees no pet's or animal's offspring are allowed on Premises
- Tenant agrees to be fully liable and pay for any damages, (including odors), injury, loss or expense caused by their pet or animal upon demand. Tenant will be responsible for FULL replacement cost of carpets, walls, flooring, blinds or any items damaged in any way by their animal(s).
- Tenant agrees to be responsible for full cost of any extermination that may be required because of their pet/animal.
- Tenant agrees that the Landlord reserves the right to revoke permission to keep a pet if the Tenant does not comply with this agreement
- Tenant agrees to fully indemnify the Landlord/Landlord's Agent for any damages arising out of injury to another person or pet/animal by the Tenant's pet/animal
- Tenant agrees to carry Renter's Insurance with Liability (specifically covering pets) of a minimum of \$

Tenant(s) agrees that the approval or denial of all pet(s) is at the sole discretion of Landlord or Agent and Landlord and Agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 day written notice to remove the pet(s) from the Premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards others. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agrees that keeping a pet on Premises is a revocable privilege and not a right. Penalty for an unauthorized animal of ANY KIND is again, a violation of the lease and is subject to a \$1050.00 Unauthorized Animal Fine.

**SECURITY DEPOSIT:** Tenant(s) agree to pay the Landlord or Landlord's Agent a sum of \$ \_\_\_\_\_ as security for faithful performance by the Tenant(s) of all terms, covenants and conditions of this lease. The security deposit will be deposited and held in a separate non-interest bearing account with: ONE FLORIDA BANK, 1601 S. Orange Avenue, Orlando FL 32806.

This deposit may be applied by the Landlord or Landlord's Agent for any monies owed by the Tenant(s) under the Lease or Florida Law, physical damage to the Premises, costs and attorney's fees associated with the Tenants failure to fulfill the terms of the lease and any monetary damages incurred by the Landlord due to Tenant(s) default. Tenant(s) acknowledge that said Security Deposit may not be applied as rent and agrees that each full month's rent will be paid on time including the last month of occupancy.

If Tenant(s) breaches the Lease by violation of any condition or covenant of this Lease, Condominium By-Laws, Federal, State and local Laws by abandoning, surrendering, failing to pay rent or being evicted from the rental premises prior to the Lease expiration date or expiration of any extension, Tenant(s) will be responsible for unpaid rent, physical damage, future rent due, attorney's fees, re-rental expense cost and any other amounts due under the terms of the tenancy or Florida Law.

*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.

**Security Deposit will be released under the following provisions:**

- Full Term of Lease has expired, and all provisions have been complied with.  
Written 30-day notice to vacate has been given and expires on the last day of a calendar month or Tenant will owe one month's rental amount; or all conditions have been met under Early Termination Addendum.
- Entire interior and exterior Premises are cleaned to include but not limited to refrigerator, range, dishwasher, range hood, washer & dryer and garage (if applicable), all cabinets, bathrooms, closets, gutters. Yard must be mowed, edged and plant material trimmed. Failure to clean the premises properly will result in a cleaning charge, at the actual cost of service, and will be deducted from the security deposit.
- No damages to premises and or its contents beyond normal or fair wear and tear.
- All debris, rubbish and or discards have been removed from the Premises.
- No unpaid delinquent rents, late, Non-Sufficient, Three Day Notice delivery or Re-Key Fees or tenant caused repair charges are owed.
- No stickers on windows or walls, no holes on walls; walls are to be in the same conditions as when Tenant(s) moved in. Tenant(s) is not authorized to paint without written consent from the Landlord or Landlord's Agent.
- Forwarding address has been given at time of move out to the Landlord or Landlord's Agent.
- Keys, cards, garage and/or gate remotes have been returned to Landlord or Landlord's Agent, in the event items are not returned a minimum of **\$50.00** will be charged per item not received and deducted from the security deposit.

- All carpeted surfaces must be professionally cleaned. A receipt from a licensed and insured professional carpet cleaning company must be provided confirming that all carpeted surfaces were cleaned no sooner than 24 hours prior to the Tenant(s) surrendering possession of the property or the cost (actual cost of service) will be deducted from the security deposit.

If the above provisions are not complied with, the cost of labor and materials for cleaning, repairs and or replacements, delinquent payments will be deducted from the security deposit. A \$100.00 Turn Around Maintenance Fee will automatically be charged and deducted for the coordination of any cleaning and repairs not performed by the Tenant(s) at move out and as required by this lease. Security deposit refunds, if any, shall be made by mail only, as provided by law, made out in the names of ALL Tenant(s) in one check, and may not be collected in person from the Landlord or Agent.

#### **Security Deposit Claim:**

Florida Statutory Law, 83.49(3) provides:

(3)(a) Upon 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 and or Agent shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord and or Agent shall have 30 days to give the Tenant(s) written notice by certified mail to the Tenant(s) last known mailing address of his 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 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).* If the Landlord fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security 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.

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

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons shall constitute 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

**APPLICATION:** Tenant(s) has filled out a rental application for this lease; Tenant(s) warrants that all the information given in the application is true. Any misrepresentation made by the Tenant(s) will be a breach of this lease and the Landlord or Landlord's Agent may at their option terminate this lease.

**SUB-LET AND ASSIGNMENTS:** Tenant(s) shall **NOT** assign this lease or sublet the rental property or any part thereof without written approval of the Landlord or Landlord's Agent. Airbnb or similar types of renting, subletting, advertising to rent or use or home exchanging is prohibited. Any unauthorized transfer of interest by the Tenant(s) shall be a breach of this lease and will subject Tenant to eviction.

**CHANGES TO LEASE AGREEMENT:** In the event the Tenant(s) requests any change to this lease agreement such as adding or removing an occupant, Landlord or Landlord's Agent must approve said change and all parties must sign a new lease with changes requested. Tenant(s) agrees to pay a **\$300.00** lease administration preparation fee for this service. Any approved Lease Extensions are subject to a Lease Extension Fee.

**SMOKING:** Smoking or vaping of any substances is **NOT** permitted inside the Premises by Tenant(s), guests or invitees. Tenant(s) acknowledges that smoking or vaping inside the premises shall be considered a material default under this lease. Failure to abide may cause Tenant(s) to incur expenses to include but not limited to interior painting, wallpaper removal, carpet replacement, window covering replacement, a/c duct cleaning etc.

**UTILITIES AND SERVICES:** Tenant(s) is responsible for the following utilities and services: \_\_\_\_\_

Tenant(s) is required to register the utilities and services in Tenant(s)' name at time of occupancy and pay for service, any deposits or connection fees. Tenant(s) understands and agrees that essential services are to be maintained and operational at all times. Garbage/trash removal is considered a utility under this lease. If the utilities which Tenant is responsible for are still in Landlord or Landlord's Agent name at the time Tenant takes occupancy, the Tenant agrees that the Landlord may order such utilities to be terminated (where allowed by local ordinances enacted by the municipality in which the Premises is located). The service charges plus the amount of \$10.00 daily per utility service will be charged to the Tenant as additional rent until utilities are placed in their name. In the event of LP/Propane gas service at the premises, Tenant(s) shall be responsible for LP/Propane gas and shall be responsible to pay all fees and costs associated with the rental of the tank including maintenance and repairs. In the event a homeowner and or condominium association is currently providing any services such as cable, internet, water, sewer, trash, alarm monitoring, security gates or any other services and the association decides to stop providing these services Tenant(s) agrees and understands that the Landlord and or it's Agent shall not be required to pay for these services. Association's discontinuation of services shall not constitute a default under the lease. Tenant(s) understands and agrees failure of Tenant(s) to retain and pay for essential services upon notice and demand by the Landlord or Landlord's Agent shall be a material breach of the lease. If Tenant(s) surrenders the premises early, abandons the Premises, or is evicted, Tenant(s) shall remain responsible for all accruing utility charges otherwise the responsibility of the Tenant(s) under the lease. Should Tenant(s) disconnect utilities prior to lease end, Tenant(s) will be responsible for any connection fees or trip fees charged by any utility company to connect service again (as opposed to simply switching service in new Tenant or Landlord's name). Tenant(s) is responsible for any cost related to the installation and/or maintenance of phone lines, cable lines, outlets and/or jacks, if Tenant(s) chooses to have a phone land line service, cable service and/or satellite service.

**CABLE AND SATELLITE DISH TV:** Tenant(s) must receive permission in writing from the Landlord or Landlord's Agent to install cable, satellite dish or any type of antenna on premises. Tenant(s) is responsible for the cost of installation, which will not be reimbursed at any time. There are to be no damages to the property with the installation. Should damage occur, Tenant(s) is responsible for cost of the repair and/or maintenance. Satellite dishes and antennae are not to be affixed to any structure on the premises and will only be installed on a self-standing tripod/pole secured to the ground. When leaving the property, the Tenant(s) is responsible for disconnecting services, removing related equipment, and repairing any damage caused by installation and use as well as ensuring all bills incurred by the Tenant(s) are paid and up to date. Any damage incurred upon disconnection or services will be at the Tenant(s) expense.

**LAWN MAINTENANCE** is the responsibility of the \_\_\_\_\_. Lawn maintenance includes all mowing, edging, trimming, fertilization, pest control, mulch application, rocks, trimming of trees under 7 feet.

If the Lawn is the Tenant's responsibility and should Tenant ignore or neglect this responsibility and it is noticed by the Landlord, Landlord's Agent, local municipality or HOA, the Tenant agrees to a monthly rent increase of a minimum of \$150.00 in addition to the current rent, effective immediately upon written notification from the landlord's agent and deemed additional rent as described in the lease agreement. The determination of whether this responsibility has been ignored or neglected will be undisputedly at the Landlord or Landlord's Agent's discretion. Additional rent, as described herein, may be demanded without warning. If said additional rent is demanded as described herein, lawn maintenance is then the responsibility of the Landlord.

Tenant(s) is always (despite the responsible party for Lawn Maintenance) responsible for weeding any flower beds and rock/mulch/patio/walkway areas on the premises as well as watering lawn and plant material regularly as needed; condition of the lawn and plant material must always be maintained and left in the same or better condition as when Tenant(s) moved in. Any damage caused by failure to maintain and water the lawn, shrubs, trees resulting in sod or foliage replacement will be the financial responsibility of the Tenant and shall be therefore billed accordingly, additional to rent. Tenant is responsible for the removal of any debris including foliage, organic matter etc. If the premises are equipped with an irrigation system, Tenants(s) will routinely check and replace missing or damaged irrigation heads. Tenant(s) will ensure the irrigation system operates a minimum of 15 minutes per zone twice per week or as directed by Landlord and or Landlord's Agent. If mandatory watering restrictions are imposed by any legislative body governing the premises, Tenant(s) will ensure the operating schedule of the irrigation system complies with the maximum irrigation schedule permitted under such restrictions. In the event Tenant(s) is not in accordance with City/County water restrictions and a fine is imposed, Tenant(s) is responsible of said fines. Tenant is not obligated to perform any trimming of trees 7 feet tall or higher.

**POOL and SPA:** Pool is \_\_\_\_\_. If Pool or Spa are present: \_\_\_\_\_ is responsible for maintenance including the following: proper balance and application of chemicals; proper skimming, vacuuming and cleaning; proper operation of pump and filter.

**Tenant is responsible** for maintaining proper water levels in the pool and or spa, paying all the utilities, removing any debris (including in between any contracted pool service cleaning) and notifying Agent of any problems with the unit to include any service issues with contracted Pool Service Company if applicable. TENANT agrees that the presence of the pool and/or hot tub at the property creates a risk of personal injury or property damage. Tenant(s) agrees to accept that risk and agrees to take all reasonable and proper measures to ensure the safety of TENANT, its children, its invitees, guests, agents or licensees from injury or loss. Tenant(s) understands the use of any provided swimming pool, hot tub or spa is at the Tenant's own risk and Tenant(s) understand any interruption of use will not alter or change any terms of this lease agreement.

**APPLIANCES:** Landlord will supply and maintain: \_\_\_\_\_

Tenant(s) agrees that the items specified above are the property of the Landlord and will remain with the leased premises. Tenant(s) must have written approval from Landlord or Landlord's Agent before installing any appliance. Landlord or Landlord's Agent accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant(s).

Refrigerator water filters are not provided nor maintained by the Landlord. If a water softener is located on premises, it is responsibility of the tenant to ensure proper salt levels are maintained in the unit. Replacement of oven rings/drip pans and oven vent filters are the responsibility of the tenant.

**FIXTURES, ADDITIONS AND ALTERATIONS:** Tenant(s) shall not make any alterations or additions to the interior or exterior of the premises without prior written consent and approval from Landlord or Landlord's Agent to include but not limited to painting, installing, or removing fixtures, make alterations, additions or improvements and if permission is granted, same shall become the Landlord's property and shall remain on the premises at the time of termination of tenancy.

#### **USE OF RENTAL PREMISES RULES AND REGULATIONS:**

- a) Tenant(s) shall maintain the interior and exterior of the premises in a clean and sanitary condition
- b) Trash/garbage must be taken to the curb on the scheduled day(s) of trash collection and not before, trash containers are to be removed immediately from curb after collection and stored out of sight. Large trash items will not be placed on the curb unless allowed by HOA and/or servicing waste company.
- c) Tenant(s) will be responsible for any fine and or violation that is imposed on the Landlord due to Tenant(s) negligence or acts
- d) Premises is for residence purpose by Tenant(s), non-business, private housing only.
- e) Tenant(s) shall notify Landlord or Landlord's Agent of any pest control problems
- f) Tenant(s) shall not disturb peaceful quiet enjoyment of the surrounding residents or premises
- g) Tenant(s) shall not operate any type of daycare or child sitting service on the premises
- h) Tenant(s) shall not engage in any criminal activity on or near the premises
- i) Tenant(s) shall install and maintain window coverings within 10 days of taking possession if not already provided. Sheets, foil, towels, paper, etc. are not permitted.

- j) No water filled device, to include but not limited to fish tanks, waterbeds is to be used in rental premises unless Tenant(s) has secured insurance for the device(s) with loss payable clause to the Landlord. Written approval from Landlord's Agent is required.
- k) No athletic or recreational equipment to include but not limited to trampolines or any other items or activities which can cause interference with the premise's insurance coverage will be permitted
- l) Tenant(s) is not permitted to have absolutely any hazardous materials in or around the premises at any time
- m) Tenant(s) is prohibited from installing or using a permanent or portable fire pit anywhere on the Premises and may not otherwise light exterior fires. Tenant(s) shall not burn candles or incense on premises
- n) Tenant may not store or park a recreational vehicle, commercial vehicle, trailers, campers, vehicles on blocks or watercraft on leased premises without Landlord's Agent written consent; all vehicles must be currently licensed, owned by Tenant(s), registered, operational and properly parked. Tenant(s) must abide by all parking rules established now or in future by the Landlord, Landlord's Agent or homeowner's association. Tenant(s) agree to indemnify Landlord or Landlord's Agent from any expenses incurred due to towing of any vehicle belonging to the Tenant or their guests
- o) Tenant(s) shall not repair or disassemble vehicles on the premises
- p) Tenant(s) or guests are not to park on the grass at any time
- q) Tenant(s) understands the use of any provided swimming pool, hot tub or spa is at the Tenant's own risk and Tenant(s) understands any interruption of use will not alter or change any terms of this lease agreement
- r) Tenant(s) may not place or use any above ground pools of any size on leased premises without Landlord or Landlord's Agent written consent
- s) Tenant(s) shall not access, enter, or store any items in any crawlspaces, attics, or any locked areas on the premises without the Landlord or Landlord's Agent written consent
- t) Tenant(s) shall not hang or place signs on or about leased premises
- u) Tenant(s) shall abide by all rules and regulations mandated by any governing Homeowners Association and or Condominium Association
- v) Tenant(s) shall not contact the Landlord directly to discuss, negotiate or dispute current or any other potential terms of this or future lease agreements – See COMMUNICATION WITH LANDLORD PROHIBITED
- w) Tenant(s) will at all times indemnify and hold harmless for all losses, liabilities, expenses, and damages which can be claimed against the Landlord or Landlord's Agent caused by the Tenant(s), agents, guests or family for neglect fault, acts, omissions arising from the Tenant(s) failure to comply with any applicable laws, regulations, ordinances or statutes
- x) Tenant agrees to allow showings for the rental or sale of the Premises during the last 30 days of this agreement; the Landlord's Agent may place a lockbox with key on Premises and notify Tenant(s) by text, phone or email of potential showings with 24-hour notice

**RISK OF LOSS:** All Tenant(s)' personal property in and on the premises including, but not limited to, vehicles, shall be at the risk of the Tenant. It is strongly recommended Tenant(s) secure rental insurance for Tenant(s) personal property. Landlord or Landlord's Agent is not liable or shall not be liable for any damage or loss to Tenant(s) personal property, for any reason to include but not limited to fire, flood, wind, storm, raising water from rain or bursting or leaking water pipes, criminal acts or acts of negligence of any person whom so ever.

**DISCLOSURE, DISPUTES AND LITIGATION:** The Team Real Estate Group Inc. is acting solely as the agent of the Landlord; Tenant(s) acknowledge that The Team Real Estate Group Inc. is paid by the Landlord. Tenant(s) agrees to hold Agent, employees, and heirs harmless, in the event of a dispute. Tenant(s) is to look solely to the owner(s) of record of the Premises in the event of legal dispute.

**ACCESS RIGHT OF ENTRY:** Landlord or Landlord(s) Agent may enter the premises upon reasonable notice to the Tenant and at a reasonable time. Reasonable notice and time, by law, are defined as 24 (twenty four) hours and between the hours of 7:30 a.m. and 8:00 p.m. Landlord's Agent may access the premises sooner, with Tenant's consent or Tenant's known intended absence. Agent will provide notice to Tenant(s) delivered via telephone, electronic messaging, email, US mail, hand delivery or posting on Premises and shall be permitted to enter the Premises for necessary repairs, alterations, inspections, appraisals, showings or any other reason and may capture picture or video images of the interior and/or exterior of the Premises. In the event of an emergency, Landlord or Landlord's Agent reserves the right to immediately enter leased premises without notice to protect and or preserve the premises. It is required the Landlord or Landlord's Agent have a working set of keys and or security codes to gain access to the leased premises. Tenant(s) shall not change, or install additional locks, bolts or security systems without written notice and written approval. Unauthorized installation or changing of any locks will be replaced at the Tenant(s) expense; Tenant(s) will also be responsible for any and all damage that may occur as a result of forcible entry during an emergency.

Landlord or Landlord's Agent may place a *For Sale* or *For Rent* sign on the premises at any time and capture photos or video of the interior and or exterior of the Premises. Tenant agrees to allow showings for the rental or sale of the Premises during the last 30 days of this agreement. The Landlord's Agent may place a lockbox with key on Premises and notify Tenant(s) by text, phone or email of potential showings with 24 hour notice.

**CONDITION OF PROPERTY:** Tenant(s) acknowledges that the Tenant(s) has inspected the interior and exterior of the leased premises and accepts the premises in "as is" condition with no warranties or promises express or implied. Equipment and appliances are found to be in good condition and in good working order, except those specifically mentioned in a written statement of any objections delivered to the Landlord or Landlord's Agent within 10 days of taking possession. Tenant(s) failure to submit such a statement will be proof of no defects of note in the interior or exterior of the leased premises. Tenant(s) agrees that either the Landlord or Landlord's Agent have not made any promises regarding the condition of leased premises. Tenant(s) agrees to return the leased premises to the Landlord or Landlord's Agent in the same condition it was at the beginning of the lease term.

**MAINTENANCE:** Tenant(s) shall maintain the Premises (inside and outside) in *good clean condition* throughout the tenancy. Garbage and debris (including plant material collected in the gutters, lawn etc.) shall be removed in a clean and sanitary manner. Tenant(s) is to keep all *fixtures (including, but not limited to, gutters, windows, window covering, fences and dryer vents)*, plumbing, electrical, heating, cooling, appliances, and all other equipment in good repair. Tenant(s) agrees to replace dead *light bulbs* with an equivalent wattage bulb. LED bulbs must be replaced with equivalent LED bulbs. If Tenant(s), Tenant(s) guests or invitees cause or fail to keep the premises in good such condition and or repair, the Landlord or Landlord's Agent may at its option repair and Tenant(s) shall pay for such repair expenses on demand; all charges incurred will be as additional rent. Tenant acknowledges that the Landlord or Landlord's Agent is not the operator, manufacturer, distributor, retailer or supplier of smoke detectors and or fire extinguishers. Tenant(s) agrees to test *smoke detector(s)* periodically, and always maintain their batteries operational. Tenant(s) must report to Landlord or Landlord's Agent any maintenance, malfunction or repair needed to smoke detector(s) immediately and in writing. Tenant(s) also agrees not to remove, dismantle, interfere with the operation of any smoke detector(s). Tenant(s) shall have dryer vents professionally cleaned once per year or sooner if needed and provide proof of service. Tenant(s) is responsible to change air conditioning filters monthly. If there is any damage or necessary repair costs for the air conditioning system due to the filter not being properly cleaned or changed regularly, Tenant(s) shall be liable for the cost of repairs. Tenant is responsible for any costs related to clearing the air conditioning condensate drain line and any repairs related to the failure of properly clearing the air conditioning drain line.

**Tenant(s) shall be responsible for each item repair or total service charge of \$200.00 or less.** If repairs of any type or cost are neglected, the Tenant(s) is responsible for damages. **All non-emergency maintenance requests should be submitted on the Tenant Portal.** Non-emergency maintenance or repair requests submitted after business hours or on the weekend will be addressed the next business day. If Tenant schedules a service provider for maintenance and repairs after normal business hours (Monday thru Friday, 9am to 5pm), Tenant shall be responsible for payment of any after-hours premium charges. It will be the responsibility of the Tenant to verify directly with the service provider if such charges will apply.

In the event there is a garbage disposal unit on the premises, unless otherwise agreed to in writing, Landlord has the option to remove the garbage disposal if it fails and re-plumb accordingly. Other items such as additional refrigeration units, washers, dryers, pool fountains, pool lights, pool heaters, alarm systems, garage door keypads, water softening systems, refrigerator water filters, inside cable wiring, solar water heating systems, Jacuzzi, hot tub, television sets, flat panel displays, wall-mounts, and gym equipment are in **AS-IS** condition. Unless otherwise agreed to in writing, Landlord or Landlord's Agent is not responsible for the maintenance, repair, or replacement of these items. Should they need repair or replacement, Tenant(s) may repair or replace at the Tenant(s) expense. If the Tenant(s) chooses not to repair or replace the item(s) at Tenant's expense, Tenant(s) is to notify the Landlord's Agent immediately and obtain written permission from Landlord's Agent before removing such item.

Tenant is responsible for all clogged drains and toilets (including septic tank or main line clogs-unless caused by root damage) and jammed garbage disposals.

Tenant is responsible for the expense of any service calls requested by the Tenant(s) deemed to be unwarranted or unnecessary by the service technician, or if the service technician deems the service call need is due to the Tenant(s) misuse.

Maintenance and repairs performed by Tenant shall be made on their behalf by licensed and insured vendors contracted by and at the expense of the Tenant.

**Trip charge:** Should Tenant(s) be unavailable to allow access on premises to Agent-authorized Vendor to conduct repairs or maintenance, Tenant(s) can authorize Agent or their representative to open the property on their behalf. However, a **\$70 Trip Charge** will be charged to Tenant(s). Trip Charge is additional to rent and not inclusive of any service charges or repairs that might apply.

**SEPTIC TANKS:** This property is equipped with a septic tank. If the property uses a septic tank, only three items are safe to flush down any of the toilets: 1) human waste 2) toilet paper and 3) septic system treatments (enzyme based-at Tenant's expense). NEVER flush sanitary napkins, paper towels, any type of wipe (including those labeled as safe for toilets), rags or sticks into the system; NEVER allow large irregular, intermittent or constant volumes of clear water into the system as with a leaking toilet or faucet; NEVER over-use ordinary household cleaning chemicals that will be flushed into the system; NEVER pour hobby, industry chemicals or pesticides into the system; NEVER allow grease or bulky waste to enter the system; NEVER plant trees or shrubbery on the drain field; NEVER allow vehicles (cars, trucks etc.) to drive across or park on the drain field; NEVER over-use washing machine at one time.

**ACTS OF GOD, DAMAGE TO PREMISES AND CONDEMNATION:** If premises become uninhabitable due to condemnation, fire, flood, storm, wind, explosion or any other casualty of nature or accident, Landlord or Landlord's Agent at its option may terminate this lease agreement with a 7-day written notice to Tenant(s); Tenant(s) agrees to vacate the premises and hold Landlord or Landlord's Agent harmless for any damages suffered. If Tenant(s) is not in default of the lease, Tenant(s) shall not owe further rent due under the terms of the lease.

Tenant(s) agrees in the event of a **hurricane or tropical storm** to take all precautionary measures to protect the Premises (including but not limited to securing garbage receptacles, grills, propane tanks, furniture, and all loose exterior items, ensuring gutters and storm drains are clear, if applicable. Tenant(s) shall not place any outdoor furniture or items in the pool. Tenant(s) shall not install shutters or protective material without prior written consent from the Landlord's Agent. Tenant(s) shall inform the Landlord's Agent, as soon as it is possible, regarding any damages.

**JOINT AND SEVERAL LIABILITY:** Tenant(s) understands and agrees that if there is more than one Tenant that has signed the lease agreement, each Tenant is individually and completely responsible for all obligations under the terms of the lease agreement. No alterations, amendments, change or additions to this lease agreement shall be binding to Landlord or Landlord's Agent unless written notice is received and signed by all parties. If any part of this lease agreement is not valid, enforceable, legal, or binding it will not cancel or void the rest of this lease agreement. The remainder of the lease agreement will continue to be valid and enforceable by the Landlord or Landlord's Agent, to the maximum extent of the law and regulations set forth by local, state and federal governments.

**WAIVERS, SUBORDINATION AND ATTORNEY'S FEES:** The rights of the Landlord or Landlord's Agent under this lease shall be cumulative and failure on the part of the Landlord or Landlord's Agent to promptly exercise any rights given hereunder shall not forfeit any other rights allowed by the lease

or law. This lease agreement is subject and subordinate to any lease, financing, loans, other arrangements or right to possession with regards to the premises or land that the Landlord is obligated to now or in the future including existing and future financing, and or loans or leases on the premises or land. If Tenant violates any terms or conditions of this lease agreement and Landlord or Landlord's Agent employs an attorney, Tenant(s) agrees and shall be responsible for all court cost, collection fees, reasonable attorney's fees and any other cost incurred by the Landlord or Landlord's Agent whether or not suit is filed. Landlord and Tenant(s) waives the right to demand a jury trial concerning any litigation between Landlord and or tenant(s).

**RADON GAS:** State law requires this notice "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit".

**LEAD BASED PAINT:** Landlord has no knowledge of Lead-based Paint or Lead-based Paint Hazards in housing and no available Lead-Based Paint and or Lead-based Paint Hazard records or reports, except as indicated:

The premises was built in \_\_\_\_\_ therefore the following disclosure \_\_\_\_\_ apply. Tenant(s) must initial if applicable.

**Disclosure:** Housing built before 1978 may contain lead-based paint. Lead from 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, Landlord must disclose the presence of known lead-based paint and or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Tenant(s) Acknowledgement (initial below)

Tenant has either received or been advised to visit [www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure](http://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) for a copy of the, "Protect Your Family from Lead in Your Home" pamphlet. Landlord's Agent has notified Landlord of Landlord's obligation 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 their knowledge that the information provided is true and accurate.

**ABANDONMENT:** Abandonment shall not be presumed unless Tenant(s) is absent from the leased premises for a period of no less than 15 days and Tenant(s) has not paid rent for that period of time, then the leased premises is then considered to be abandoned.

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.

Tenant(s) authorizes and grants to the Landlord or Landlord's Agent authority to dispose of any personal property left in the leased premises after Tenant(s) surrenders, abandons premises in any means or manner that the Landlord or Landlord's Agent desires without any liability.

**VACATING OR RENEWING THE LEASE AGREEMENT:** Landlord may elect to renew this lease agreement for an additional term by sending a 30 day written notice prior to the end of the lease term. Landlord or Landlord's Agent may include in this notice any new terms of the lease including but not limited to a rental increase. Tenant(s) may agree to extend the lease by signing a renewal lease or month to month extension and agree to its terms. Lease Doc Fees (charged to the Tenant) for the preparation of a new lease or Lease Extension Fees (charged to the Tenant) for a the preparation of a Month to Month Addendum will apply. If the Landlord does not wish to renew the lease, a minimum 30 day written notice prior to the beginning of the next rental period will be provided. If Tenant(s) does not wish to renew the lease, they must submit to the Landlord or the Landlord's Agent a minimum 30 day written notice to vacate. The notice must expire on the last day of a calendar month; failure to give proper written notice by Tenant(s) prior to the end of the lease will result in additional charges to the Tenant(s) for the following full month rental period along with payment of one month's rent. If Tenant(s) fails to vacate after the lease expiration or any period after termination, Tenant(s) shall be held liable for holdover double rent. At the expiration of this agreement (or any extension), the Tenant(s) shall peaceably surrender the Premises as required by the terms stated in this lease.

**COMMUNICATION WITH LANDLORD PROHIBITED:** Tenant is not authorized to communicate directly with Landlord. Tenant shall communicate with Landlord solely through the Landlord's Agent, The Team Real Estate Group, Inc. Tenant expressly acknowledges that all Tenant's inquiries, requests, demands, notices or other communication shall be communicated solely to The Team Real Estate Group, Inc. (the Landlord's Agent) under this Lease. This means that the Tenant or anyone acting on behalf of the Tenant, is prohibited from attempting any direct contact with the Landlord through any communication medium or in person contact. Tenant understands that the Landlord has retained The Team Real Estate Group, Inc. to exclusively lease and manage the Premises and desires to have all communications concerning the Premises or lease handled through its Agent. Tenant further acknowledges and agrees that any violation of this provision shall be considered an obstruction of The Team Real Estate Group, Inc.'s leasing and management duties and responsibilities and therefore Tenant shall be charged an administrative fee of \$200.00 ("Landlord Communication Fee") per occurrence.

**COMMUNICATION WITH LANDLORD'S AGENT:** The Landlord's Agent uses a software system (via website or downloadable app) referred to as the Tenant Portal which allows 24/7 access to lease documents, lease information, online payment services, maintenance request submittal etc. The Tenant Portal is an optional and additional way the Landlord's Agent may communicate to the Tenant (and vice versa). Use of the portal is not a required condition to the execution of this lease agreement. Following the lease signing each Tenant will receive an email with link and temporary password to access the Tenant Portal which allows messaging and email notifications. The Tenant was given the opportunity to opt in/out of text messages during the application process and may change their selection at any time.

Tenant agrees to follow the Landlord's prescribed means of communication as set forth in the lease and texting/emailing shall not be substituted by Tenant for the prescribed means of communication to the Landlord's Agent.

Tenant agrees that the cell phone numbers, and email addresses provided during the application process may be used by the Landlord's Agent and/or third-party service hired by the Landlord's Agent for future communication purposes. Communications include, but are not limited to, Tenant portal invitations, late fee notifications, renewal offers, compliance notices, notice of access. Contact information will not be used or given to any third party for the purposes of marketing any goods or services.

The Tenant(s) acknowledges that the email addresses provided on the application and further noted on the Contact Email Form (Annex 1) are valid and acceptable.

**Please add donotreply@managebuilding.com and YourOnlyTeam2@gmail.com to your Contacts to avoid missing notifications.**

**KEYS:** \_\_\_\_\_ house keys, \_\_\_\_\_ mailbox keys, \_\_\_\_\_ garage door remotes, \_\_\_\_\_ Keys to pool, \_\_\_\_\_ remote control to Entry Gate, \_\_\_\_\_ Electronic cards to \_\_\_\_\_, \_\_\_\_\_ Key fob(s) to \_\_\_\_\_ have been given to Tenant(s) at the time of Move In and must be returned at the time of vacating the property. Damaged or non-returned items will be replaced at the Tenant(s) expense at a cost of \$50 each, additional to rent. If no mailbox key is provided, Tenant(s) is required to bring their lease to the local Post Office and purchase a mailbox key. Tenant(s) is responsible for any related costs required by the Post Office. Said mailbox key will then become property of the Landlord and be required to be returned along with any other keys and remotes. If no Pool or Clubhouse key, gate entry remote, decal or access card is provided, Tenant(s) is required to bring their lease to the Homeowners Association office and purchase the required item for access (if usage is desired). Tenant will also be responsible for the cost of replacement of said item in the event of loss. Due to HOA security concerns any pool keys, remotes, gate entry access items received by the Tenant(s) from the HOA will then become the property of the Landlord and be required to be returned along with other keys and remotes. For the security of our tenants, properties are re-keyed between tenancies. There is a \$100.00 Re-key Fee charge on the 1<sup>st</sup> day of your 2nd month of tenancy. This charge is additional to rent due.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds an 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 to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only.

**Tenant(s) agree to:**

- Keep the premises clean and regularly dust, vacuum, mop
- Open Blinds/Curtains to allow light into premises.
- Use hood vents when cooking, cleaning and dishwashing
- Wipe down floors if any water spillage
- Keep closet doors ajar
- Hang shower curtains inside bathtub when showering
- Avoid excessive amounts of indoor plants
- Use exhaust fans when bathing/showering and leave on for a sufficient amount of time to remove moisture
- Leave bathroom & shower doors open after use
- Use dryer if present for wet towels
- Securely close shower doors if present
- Use DampRid in homes on crawl space
- Use ceiling fans if present
- Use household cleaners on any hard surfaces
- Water all indoor plants outdoors
- Remove any moldy or rotting food
- Wipe down any moisture and/or spillage
- Wipe down windows and sills if moisture present
- Remove garbage regularly
- Inspect for leaks under sinks
- Wipe down any vanities/sink tops
- Check all washer hoses if applicable
- Pressure wash or use a bleach solution to clean/eliminate any growth on the exterior of the home
- Avoid air drying dishes
- Regularly empty dehumidifier (if used)
- Do not "hang-dry" clothes indoors

**Tenant(s) shall report in writing:**

- Visible or suspected mold clothing, refrigerator and A/C drip pan overflows
- All A/C or heating problems or spillage
- Moisture dripping from or around any vents, A/C condenser lines
- Plant watering overflows
- Musty odors, shower/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Any and all moisture
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops or clothes dryer vent leaks

**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 any 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), Tiles Mildew Remover, or Clorox Cleanup.

**Termination of tenancy:** Landlord or Landlord's Agent reserves the right to terminate the tenancy and Tenant(s) agree to vacate the premises in the event Landlord or Landlord's 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.

**Violation: IF TENANT(S) FAIL TO COMPLY WITH THESE TERMS,** 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 Landlord or Landlord's Agent any mold, mildew, or moisture problems immediately **IN WRITING**. Violation shall be deemed a material violation under the terms of the Lease, and Landlord or Landlord's 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 Landlord for damages sustained to the Leased Premises. Tenant(s) shall hold Landlord and Landlord's 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.

**FACSIMILE AND/OR ELECTRONIC SIGNATURE:** ACCEPTANCE BY FACSIMILE AND/OR ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA.

**ADDITIONAL STIPULATIONS:**

**BED BUG ADDENDUM (ATTACHED)**

**EARLY TERMINATION/LIQUADATED DAMAGES ADDENDUM (ATTACHED)**

**CONTACT EMAIL FORM (ANNEX 1)**

**SIGNATURES:**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord's Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Co-Applicant

INITIALS

This lease was reviewed by VatiLaw

## BEDBUG ADDENDUM TO LEASE

This addendum is agreed to and shall be made part of the lease agreement between \_\_\_\_\_, hereinafter referred to as the "Landlord", through its "Agent", The Team Real Estate Group, Inc. and \_\_\_\_\_, hereinafter referred to as "Tenant" FOR THE PREMISES LOCATED AT: \_\_\_\_\_.

**INSPECTION & LANDLORD/AGENT REPRESENTATION:** The PREMISES has not been inspected prior to occupancy by a licensed pest control professional, hereinafter "Pest Control". Under Florida law, there is no requirement that the PREMISES be inspected and only Pest Control is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof. Landlord/Agent represents that it is not aware of any current infestation or presence of bed bugs in the premises.

**BEDBUG INFORMATION:** TENANT represents and agrees that he or she is not aware of any infestation or presence of the bed bugs in TENANT's current or previous residence(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to LANDLORD/AGENT any previous bed bug infestation or issues which TENANT may have experienced or are experiencing and has not been subjected to or living in an environment, residence, or home in which there was a bed bug infestation or presence. TENANT represents that if he or she WAS previously living in PREMISES or a home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event TENANT discloses a previous experience of bed bug infestation, LANDLORD/AGENT shall have the right to see documentation of the treatment from Pest Control and inspect TENANT's personal property and possessions to confirm the absence of bed bugs.

**USED AND DISCARDED ITEMS:** TENANT acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the PREMISES and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. TENANT represents and agrees that he or she shall not allow such property to enter the PREMISES without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the PREMISES. TENANT shall be required to provide proof that any such item has been inspected and or treated by Pest Control.

**ACCESS BY LANDLORD/AGENT AND PEST CONTROL AND TENANT COOPERATION:** TENANT shall allow LANDLORD/AGENT, Maintenance staff and Pest Control to have full access to the PREMISES at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. TENANT and the TENANT's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, TENANT must cooperate and coordinate with LANDLORD/AGENT and Pest Control to treat and attempt to eliminate the bed bugs. TENANT must follow all directions of LANDLORD/AGENT and Pest Control to treat the PREMISES. LANDLORD/AGENT and LANDLORD/AGENT's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the PREMISES for the presence or infestation of bed bugs. The TENANT is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of LANDLORD/AGENT or Pest Control and holds LANDLORD/AGENT and Pest Control harmless for any loss or damages to such personal property.

**NOTIFICATIONS BY TENANT:** TENANT shall promptly notify LANDLORD/AGENT of any conditions that may indicate the presence of bed bugs in the PREMISES or in any of TENANT's clothing, furniture, and/or other personal property. TENANT shall promptly notify LANDLORD/AGENT of any recurring or unexplained bites, irritations, sores of the skin or body which TENANT believes are occurring from bed bugs or from any condition or pest believed to be within the PREMISES. TENANT shall promptly notify LANDLORD/AGENT if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. TENANT shall not try to treat the PREMISES for a bed bug infestation on his own or hire any outside pest control company and acknowledges that LANDLORD/AGENT has the full right to select its own Pest Control to perform treatments and cleaning of the PREMISES and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

INITIALS

**METHOD OF TREATMENT:** If LANDLORD/AGENT elect to have the PREMISES treated and not terminate the tenancy, LANDLORD/AGENT along with Pest Control shall have the sole right to select the method of treating the PREMISES or any affected areas. TENANT is responsible to follow all protocols or directions from LANDLORD/AGENT and/or Pest Control.

**TEMPORARY VACATING:** If TENANT is forced to temporarily vacate the PREMISES and find other temporary accommodations, under Florida law FS 83.51(2a)1., LANDLORD/AGENT’s only legal responsibility is to abate the rent for the time period TENANT cannot reside in the PREMISES. LANDLORD/AGENT may choose at its sole option to pay other expenses TENANT may incur but has no legal obligation to do so under Florida law. If TENANT is requested to temporarily vacate, they shall do so within 7 days of written notice to TENANT or this shall be considered a material breach of the Lease Contract and this Addendum. Once TENANT has been advised that the PREMISES are habitable, LANDLORD/AGENT shall have no further responsibility to abate rent and TENANT shall owe rent and all sums due per the Lease Contract and any addenda.

**TENANT CAUSED CONDITIONS:** If TENANT or TENANT's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the PREMISES, TENANT shall be in default of the lease, subject to eviction and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue and TENANT shall pay all reasonable costs of cleaning and pest control treatment LANDLORD/AGENT incurs to remedy the bed bug infestation situation. If LANDLORD/AGENT must move other TENANTS out of their PREMISES in order to treat adjoining or neighboring PREMISES, then TENANT shall be liable for payment of any lost rental income and other expenses incurred by LANDLORD/AGENT to relocate the other TENANTS and perform pest control treatment to eradicate an infestation in other PREMISES.

**NON TENANT CAUSED BED BUG INFESTATIONS:** If in the sole opinion of LANDLORD/AGENT and Pest Control the TENANT or TENANT's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the PREMISES, AT LANDLORD/AGENT’S OPTION the Lease Contract may be terminated and TENANT may still be required to vacate the PREMISES and return possession of the PREMISES to LANDLORD/AGENT if it determined by Pest Control that it is not feasible to eradicate the infestation with the TENANT continuing to reside on the PREMISES. LANDLORD/AGENT shall not be responsible for TENANT’s consequential losses if the Lease Contract is so terminated.

**DAMAGES:** Under no circumstances shall LANDLORD/AGENT or TENANT be liable to each other for punitive damages for breach of contract related to bed bugs.

**LEASE TERMINATION:** In the event bed bugs are determined to be in the PREMISES, LANDLORD/AGENT shall have the right to terminate the tenancy by giving TENANT seven days written notice requiring TENANT to permanently vacate the PREMISES and remove all furniture, clothing, and personal belongings. Any items remaining shall be considered abandoned property. LANDLORD/AGENT in its sole judgment shall have the right to terminate the tenancy and obtain possession of the PREMISES regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often-repetitive treatments necessary to control the infestation, TENANT must vacate the PREMISES upon such termination. A TENANT who fails to vacate after the lease has been terminated shall be subject to an eviction action.

**INVALID OR UNENFORCEABLE PROVISIONS:** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

**SIGNATURES:**

Tenant

Tenant

Tenant

Landlord’s Agent

Tenant

Tenant

Tenant

Co-signer

INITIALS

..This addendum was reviewed by VaticLaw..

## EARLY TERMINATION FEE - LIQUIDATED DAMAGES ADDENDUM

This addendum is agreed to and shall be made part of the lease agreement between \_\_\_\_\_, hereinafter referred to as the "Landlord", through its "Agent", The Team Real Estate Group, Inc. and \_\_\_\_\_, hereinafter referred to as "Tenant" FOR THE PREMISES LOCATED AT: \_\_\_\_\_ for the lease beginning on and ending on:

In the event Tenant(s) desires to terminate the lease before the natural expiration date of the Residential Lease Agreement, the Landlord and the Tenant(s) hereby agree to modify the agreement as follows (**YOU MUST SELECT OPTION 1 OR OPTION 2** as required by Florida Statute §83.595):

**Option 1** (Initials to choose) \_\_\_\_\_

**I (TENANT) agree, as provided in the rental agreement, to pay \$\_\_\_\_\_ (an amount that does not exceed two month's rent) as liquidated damages or an early termination fee (Early Termination Fee), if I elect to terminate the rental agreement and to give 60 days' notice to the Landlord or Landlord's Agent prior to the proposed date of early termination, and the Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.**

In addition to Early Termination Fee or liquidated damages, Tenant will still owe rent and other charges accrued through the early termination date and charges for damages to the property as allowed by law. Tenant(s) shall peaceably surrender the Premises as required by all other terms and conditions stated in this lease. The Early Termination Fee shall be assessed to Tenant when Tenant elects to terminate the rental agreement.

**Option 2** (Initials to choose) \_\_\_\_\_

**I (TENANT) do not agree to liquidated damages or an early termination fee, and I acknowledge that the Landlord and/or Landlord's Agent may seek damages as provided by law.**

Pursuant to Fla. Stat. 83.595 Landlord may demand rent as it comes due, until the lease ending date; or re-rent and demand rent for the months the premises remained vacant.

*In the event Tenant(s) is a member of the United States Armed Forces and chooses to terminate the lease in accordance with the Florida Statute 83.682, Tenant must provide no less than 30 days written notice of their intent to terminate the lease. Furthermore, such notice must be accompanied by a copy of the Tenant's military transfer orders or a letter from Tenant's superior officer. Full compliance with the notice requirements of Florida Statute 83.682 is required.*

By signing below, I affirm that I have read and understand the terms of this Addendum, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this Addendum.

### SIGNATURES:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

INITIALS

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\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord's Agent

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Co-signer

SAMPLE

INITIALS