

FLORIDA STANDARD LEASE AGREEMENT

A legally binding residential tenancy agreement governed by Florida Statutes, Chapter 83

1. THE PARTIES

This Florida Standard Lease Agreement (the "Agreement") is entered into on the date signed below, by and between:

Agreement Date (mm/dd/yyyy):

LANDLORD:

Full Legal Name:

Mailing Address:

Phone: Email:

TENANT(S):

Tenant 1 Full Legal Name:

Tenant 2 Full Legal Name (if any):

Tenant 3 Full Legal Name (if any):

The Landlord and each Tenant are collectively referred to as the "Parties." The Tenant(s) agree to lease the Premises from the Landlord under the terms set forth herein.

2. PREMISES

The Landlord hereby leases to the Tenant(s) the following residential property (the "Premises"), to be used solely as a private residence:

Street Address:

City: State: FL ZIP:

County: Unit / Apt #:

Property Description (optional):

3. LEASE TERM

This is a fixed-term lease.

Start Date (mm/dd/yyyy): End Date (mm/dd/yyyy):

At the expiration of the Lease Term, the Tenant: (check one)

- May continue on a month-to-month basis under the same terms. Either Party may terminate the month-to-month tenancy by providing thirty (30) days' written notice.
- Must vacate and surrender the Premises no later than 11:59 PM on the End Date.

4. RENT

The Tenant(s) shall pay rent as follows:

Monthly Rent: \$ Due on day: of each month. |

Payment method / instructions:

Payable to / remit address:

Rent is due in full on the Due Date each month without demand. Partial payments do not waive the Landlord's right to the remaining balance.

5. LATE FEE

If Rent is not received by the Due Date: (check one)

- A late fee applies, as follows:
 Late fee amount: \$
 Grace period (days before fee applies):
- No late fee will be charged.

6. PRORATION PERIOD

Regarding possession prior to the Start Date: (check one)

- The Tenant(s) will take early possession on:
 Early possession date (mm/dd/yyyy):
 Prorated rent amount due upon execution: \$
- No early possession. Tenant(s) take occupancy on the Start Date.

7. SECURITY DEPOSIT

Pursuant to Fla. Stat. § 83.49, the following applies: (check one)

- A Security Deposit is required:
 Security Deposit amount: \$
 Due date (upon execution or before move-in):
 Return deadline (days after lease end):

The Security Deposit shall be held in accordance with Fla. Stat. § 83.49 and may not be applied toward Rent without the Landlord's prior written consent. Itemized deductions will be provided to Tenant(s) within the statutory period.

- No Security Deposit is required.

8. RETURNED CHECKS

If any payment is returned for non-sufficient funds or is otherwise dishonored: (check one)

- A returned payment fee applies:
 Fee per returned item: \$
- No returned payment fee will be charged.

9. AUTHORIZED OCCUPANTS

The Premises shall be occupied exclusively as a private residence by the named Tenant(s) and only the following additional authorized occupants: (check one)

- Additional authorized occupant(s):
- No additional occupants beyond the named Tenant(s).

10. MOVE-IN INSPECTION

Before or at the time of move-in, the Parties: (check one)

- Agree to jointly inspect the Premises and document any pre-existing damage on a written move-in checklist, to be signed by both Parties and attached as an exhibit.
- Will NOT conduct a formal move-in inspection.

11. FURNISHINGS

The Premises is: (check one)

- Furnished. The following items are included:
- Unfurnished.

12. UTILITIES AND SERVICES

The Landlord shall provide and pay for the following utilities and services. All others are the Tenant's sole responsibility:

Landlord-paid utilities/services:

Any utility or service not listed above must be established, maintained, and paid for by the Tenant(s) directly.

13. PARKING

Regarding parking at the Premises: (check one)

- Parking is provided:
 - Number of spaces allotted:
 - Free of charge (included in Rent).
 - At an additional monthly fee:
 - Parking fee: \$
 - Payable: (check one) |
 - Upon execution
 - Monthly with Rent
- No parking is provided.

14. PETS

Regarding pets at the Premises: (check one)

- Pets are permitted, subject to the following:
 - Maximum number of pets:
 - Permitted pet type(s):
 - Refundable pet deposit: \$
- No pets of any kind are permitted on the Premises.

15. SMOKING POLICY

Smoking on the Premises: (check one)

- Is permitted ONLY in the following designated area(s):

- Is strictly prohibited throughout the Premises, all common areas, and within twenty-five (25) feet of any entrance. Violation constitutes a material breach.

16. SALE OF PROPERTY

If the Premises is sold or transferred during the Lease Term, the Tenant(s) shall be promptly notified of the new owner's and, if applicable, new manager's contact information. The new owner: (check one)

- Has the right to terminate this Agreement upon written notice:
Notice period (days):
- Does NOT have the right to terminate this Agreement solely by reason of the sale.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by first-class mail, or by nationally recognized overnight courier to the addresses below:

Landlord Notice Address:

Tenant Notice Address:

18. KEYS AND ACCESS

At or before the commencement of occupancy, the Landlord shall provide the Tenant(s) with all keys, fobs, access cards, or electronic credentials necessary to access the Premises and associated common areas. Tenant(s) shall not duplicate access devices without prior written consent of the Landlord. Upon termination of this Agreement, all access devices must be returned to the Landlord; failure to do so may result in a charge deducted from the Security Deposit.

19. LANDLORD'S RIGHT OF ENTRY

Pursuant to Fla. Stat. § 83.53, the Landlord shall have the right to enter the Premises at reasonable times upon at least twenty-four (24) hours' advance written notice to the Tenant(s) for purposes including inspection, repairs, alterations, improvements, or showing the Premises to prospective tenants or purchasers. In the event of a genuine emergency threatening life or property, the Landlord may enter without prior notice.

20. ATTORNEYS' FEES

In any legal proceeding to enforce this Agreement, including actions for unpaid rent or recovery of possession, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party, as permitted by Florida law.

21. QUIET ENJOYMENT AND NOISE

The Tenant(s), occupants, and guests shall not create or permit any noise or activity that unreasonably disturbs neighboring residents. Any such disturbance constitutes a material breach of this Agreement and may result in termination.

22. GUESTS

No person other than the Tenant(s) and Authorized Occupant(s) identified herein may reside at the Premises. Guests may stay for no more than forty-eight (48) consecutive hours without the Landlord's prior written approval. Unauthorized long-term guests constitute a breach of this Agreement.

23. FAIR HOUSING

The Landlord shall not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other class protected by applicable federal, state, or local law. If any Tenant or Authorized Occupant requires a reasonable accommodation or modification, the Tenant(s) should notify the Landlord in writing so appropriate arrangements may be made.

24. NO WAIVER

No delay or failure by the Landlord to enforce any provision of this Agreement constitutes a waiver. Acceptance of partial rent or any other partial payment does not waive the Landlord's right to the full amount owed or any other right.

25. MAINTENANCE, REPAIRS, AND ALTERATIONS

The Tenant(s) shall maintain the Premises in a clean, safe, and sanitary condition throughout the Lease Term, consistent with Fla. Stat. § 83.52. The Tenant(s) shall be responsible for the cost of repairing damage caused by their misuse, negligence, or that of their guests or occupants, beyond ordinary wear and tear. No painting, structural alterations, or modifications may be made without the Landlord's prior written consent. The Tenant(s) shall promptly notify the Landlord in writing of any damage, defect, or equipment failure. The Landlord shall, consistent with Fla. Stat. § 83.51, use reasonable efforts to make timely repairs to maintain the Premises in a habitable condition.

26. DAMAGE AND UNINHABITABILITY

If the Premises becomes substantially uninhabitable through no fault of the Tenant(s), the Tenant(s) may terminate this Agreement by written notice to the Landlord, and any prepaid rent for the remaining period shall be refunded. If the uninhabitable condition results from the Tenant's negligence or intentional acts, the Tenant(s) shall be liable for all repair costs and consequential damages.

27. DEFAULT AND REMEDIES

The Tenant(s) shall be in default if they: (a) fail to pay Rent or any monetary obligation when due; (b) violate any material term of this Agreement; (c) abandon the Premises; (d) provide false information in the rental application; (e) are charged with or convicted of a criminal offense involving physical harm to persons or involving controlled substances under Florida law; or (f) permit illegal drugs or paraphernalia on the Premises.

Upon default, the Landlord shall deliver written notice specifying the noncompliance. If the default is not cured within the applicable period under Fla. Stat. § 83.56, the Landlord may terminate this Agreement and pursue all available remedies, including an action for possession and damages.

28. ABANDONMENT

Abandonment is deemed to have occurred if the Tenant(s) are absent from the Premises without notice to the Landlord for the period required by Florida law, or seven (7) consecutive days, whichever is shorter, and Rent is past due. Upon abandonment, the Landlord may re-enter and re-let the Premises and shall handle any remaining personal property in accordance with Fla. Stat. § 715.

29. CONDITION AND POSSESSION

By taking possession of the Premises, the Tenant(s) acknowledge having inspected it and accept it in its current condition, subject to any deficiencies noted in the move-in inspection checklist. If the Landlord fails to deliver possession by the Start Date, the Tenant(s) may elect to terminate this Agreement, whereupon all deposits and prepaid amounts shall be promptly refunded.

30. ASSIGNMENT AND SUBLETTING

The Tenant(s) shall not assign this Agreement or sublet all or any portion of the Premises without the Landlord's prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or sublet shall be void and

constitute a material breach.

31. JOINT AND SEVERAL LIABILITY

If more than one person is named as Tenant, each is jointly and severally liable for all obligations under this Agreement, including but not limited to the payment of Rent and compliance with all terms hereof.

32. HAZARDOUS MATERIALS

The Tenant(s) shall not store or use on the Premises any flammable, explosive, or otherwise hazardous materials beyond those incidental to normal residential use (e.g., standard household cleaning products). Prohibited items include compressed gas cylinders, gasoline, propane beyond standard grill canisters, kerosene, motor oil, and fireworks. Violation of this section constitutes a material breach.

33. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall be construed to carry out the Parties' intent to the maximum extent permitted by law.

34. NON-RETALIATION

Pursuant to Fla. Stat. § 83.64, the Landlord shall not engage in retaliatory conduct against the Tenant(s) for exercising any legal right. Prohibited acts include increasing rent, reducing services, restricting access, or failing to maintain the Premises in response to a lawful Tenant complaint or action.

35. INDEMNIFICATION AND RENTERS INSURANCE

The Landlord shall not be liable for personal injury or property damage on or about the Premises unless caused solely by the Landlord's negligence. The Tenant(s) agree to indemnify and hold harmless the Landlord from any claims arising from their use or occupancy of the Premises. The Tenant(s) are strongly encouraged to obtain renters insurance at their own expense.

36. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Florida, including Chapter 83 of the Florida Statutes. Any legal action arising hereunder shall be brought exclusively in the court of competent jurisdiction in the county where the Premises is located.

37. LEAD-BASED PAINT DISCLOSURE

Pursuant to 42 U.S.C. § 4852d, the Premises: (check one)

- Was built prior to 1978. A "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" addendum is attached and must be initialed and signed by all Parties.
- Was NOT built prior to 1978. Lead-based paint disclosure is not applicable.

38. ADDITIONAL PROVISIONS [Optional]

The following additional terms, if any, are incorporated into this Agreement:

39. ENTIRE AGREEMENT

This Agreement, including all attached addenda and exhibits, constitutes the entire agreement between the Parties

regarding the Premises and supersedes all prior negotiations, representations, and oral understandings. This Agreement may be amended only by a written instrument signed by both Parties. The Parties acknowledge reading, understanding, and agreeing to be bound by all terms hereof.

EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Landlord Signature: Date:

Printed Name:

Witness Signature: Date:

Witness Printed Name:

Tenant_1 Signature: Date: -----

Printed Name:

Witness Signature: Date:

Witness Printed Name:

Tenant_2 Signature: Date: -----

Printed Name:

Tenant_3 Signature: Date: -----

Printed Name:

NOTARY ACKNOWLEDGMENT [Optional]

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned Notary Public, personally appeared _____,
known to me or who produced _____ as identification, and acknowledged the
execution of the foregoing instrument.

Notary Signature: Date:

Notary Printed Name:

Commission Number:

My Commission Expires:

REQUIRED FLORIDA DISCLOSURES

DISCLOSURE 1 — RADON GAS (Fla. Stat. § 404.056)

RADON GAS: Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons 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 department.

DISCLOSURE 2 — SECURITY DEPOSIT (Fla. Stat. § 83.49)

Your lease requires payment of a security deposit. The Landlord is required by Florida law to hold the security deposit in a separate bank account or to post a surety bond. Within thirty (30) days of receiving the deposit, the Landlord must notify you in writing of the name and address of the financial institution, whether the account is interest-bearing, and, if so, the applicable rate. Within fifteen (15) days after vacating, you must provide the Landlord with your forwarding address. The Landlord must mail you notice of any intended claim against the deposit within thirty (30) days of your departure. You then have fifteen (15) days to object in writing. Failure to object timely permits the Landlord to apply the deposit to the claimed damages. The prevailing party in any related litigation is generally entitled to costs and attorneys' fees. For your full rights and obligations, refer to Part II of Chapter 83, Florida Statutes.

DISCLOSURE 3 — LANDLORD IDENTIFICATION (Fla. Stat. § 83.50)

Pursuant to Fla. Stat. § 83.50, the following person(s) are authorized to receive notices, demands, and service of process on behalf of the Landlord:

Authorized Agent / Manager Name:

Agent Mailing Address:

Agent Phone: Agent Email:

FLORIDA SECURITY DEPOSIT RECEIPT

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY BECOME DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW FORWARDING ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN THIRTY (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 FIFTEEN (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.

Date:

Dear ,

The Landlord shall hold the Security Deposit in a separate account at the financial institution described below:

Bank / Institution Name:

Bank Address:

City: State: ZIP:

Security Deposit amount: \$ deposited in account:

Account Name / Number:

Lease execution date:

The Security Deposit is held in a: (check one)

- Non-Interest-Bearing Account.
- Interest-Bearing Account. The Tenant(s) shall receive: (check one)
 - _____% of the annualized average interest rate.
 - _____% simple interest per annum.

Landlord Signature: Date:

Printed Name: