

FLORIDA MONTH-TO-MONTH LEASE AGREEMENT

A residential tenancy agreement governed by Fla. Stat. § 83, Part II | Termination: 30 days' notice required (HB 1417, eff. Jan. 1, 2024)

1. THE PARTIES

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

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):

Tenant 4 Full Legal Name (if any):

The Landlord and each Tenant are each a "Party" and collectively the "Parties." The Tenant(s) agree to lease the Premises from the Landlord on a month-to-month basis under the terms and conditions set forth herein.

2. PREMISES

The Landlord hereby leases to the Tenant(s) the residential property described below (the "Premises"), to be used exclusively as a private residential dwelling:

Street Address:

City: State: FL ZIP:

County:

Unit / Apt #:

Property Description (if any):

3. LEASE TERM AND TERMINATION

This Agreement creates a month-to-month tenancy. The tenancy commences on:

Commencement Date (mm/dd/yyyy):

The tenancy continues on a month-to-month basis and renews automatically on the first day of each calendar month unless terminated in accordance with this section.

TERMINATION NOTICE (Fla. Stat. § 83.57(3), as amended by HB 1417, effective January 1, 2024): Either Party may terminate this month-to-month tenancy by providing the other Party with at least thirty (30) days' written notice prior to the end of any monthly period. Notice must be delivered by certified mail, return receipt requested, or hand-delivered to the address on file. Termination takes effect at the end of the monthly period following the expiration of the thirty-day notice period.

No notice is required to convert this Agreement to a new written fixed-term lease if both Parties execute such a lease before the current monthly period expires.

4. RENT AND PAYMENT TERMS

All monetary obligations owed by the Tenant(s) to the Landlord under this Agreement constitute "Rent." The Security Deposit is not Rent.

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

Rent is due on the Due Date and is considered advance payment for that month. If Rent is not received by the Due Date, it is overdue and delinquent on the following day. Rent for any partial calendar month at commencement shall be prorated based on a 30-day period and is due on the Commencement Date.

Payment remit to (name and address):

Acceptable forms of payment: (check all that apply)

- Personal check
- Money order
- Cashier's check
- Other:

NSF / RETURNED PAYMENTS: If any payment is returned for insufficient funds or is otherwise dishonored, the Landlord may require, in writing, that all future Rent payments be made by money order or cashier's check for a minimum period of three (3) consecutive months.

5. LATE FEE

Pursuant to Fla. Stat. § 83.46, if Rent is not received within the grace period below, a late fee shall apply: (check one)

- A late fee applies:
 - Grace period after due date (days):
 - Late fee amount: \$
- No late fee will be charged.

6. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant(s) shall deposit with the Landlord a Security Deposit as follows:

Security Deposit Amount: \$

The Security Deposit shall be held by the Landlord in the following Florida banking institution: (check one)

- Non-Interest-Bearing Account:
 - Bank name and address:
- Interest-Bearing Account:
 - Bank name and address:
- Surety Bond posted in lieu of a separate deposit account.

The Landlord shall not commingle the Security Deposit with the Landlord's personal or operating funds. The Security Deposit may not be applied toward the last month's Rent without the Landlord's prior written consent.

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

(a) Upon vacating the Premises, if the Landlord does not intend to impose a claim on the Security Deposit, the Landlord shall return the deposit within fifteen (15) days. If the Landlord intends to impose a claim, the Landlord shall

send written notice by certified mail to the Tenant's last known mailing address within thirty (30) days, stating the amount of and reason for the claim. Failure to provide this notice within thirty (30) days forfeits the Landlord's right to impose a claim.

(b) Unless the Tenant objects in writing within fifteen (15) days of receiving the Landlord's notice of intent to impose a claim, the Landlord may deduct the claimed amount and shall remit the remaining balance within thirty (30) days of the date of the notice.

(c) If either Party initiates a court action regarding the Security Deposit, the prevailing Party is entitled to court costs and a reasonable attorneys' fee. The court shall advance the cause on the calendar.

(d) Compliance with Fla. Stat. § 83.49 constitutes compliance with all other relevant Florida statutes pertaining to security deposits held pursuant to a rental agreement.

7. PRORATION PERIOD

Regarding occupancy prior to the Commencement Date: (check one)

- The Tenant(s) shall take early possession on:
 Early possession date (mm/dd/yyyy):
 Prorated rent due upon execution: \$

- No early possession. Tenant(s) take occupancy on the Commencement Date.

8. PERMITTED USE OF PREMISES

The Premises shall be used and occupied exclusively as a private single-family residential dwelling by the named Tenant(s) and their immediate family members listed below. No part of the Premises shall be used for any commercial purpose, profession, or trade of any kind. Short-term rentals of the Premises or any portion thereof through any platform (including but not limited to Airbnb or Vrbo) are strictly prohibited.

Authorized occupants (immediate family):

The Tenant(s) shall not permit any person other than the named Tenant(s) and the authorized occupants above to reside at the Premises without the Landlord's prior written consent. Transient guests may stay for no more than seven (7) consecutive days without written Landlord approval. The Tenant(s) shall comply with all applicable laws, ordinances, and governmental regulations affecting the use, cleanliness, occupancy, and preservation of the Premises.

9. CONDITION OF PREMISES

By signing this Agreement or taking possession, the Tenant(s) acknowledge having inspected the Premises and represent that the Premises are, at the time of this Agreement, in good order, repair, and in a safe, clean, and tenantable condition.

A move-in inspection checklist: (check one)

- Was completed and is attached as Exhibit A. Any pre-existing damage noted therein shall not be charged to the Tenant(s) upon vacating.
- Was NOT completed. Tenant(s) accept the Premises in its current condition.

10. ASSIGNMENT AND SUBLETTING

The Tenant(s) shall not assign this Agreement, sublet the Premises or any part thereof, or grant any license to use the Premises without the prior written consent of the Landlord. Any consent granted for one transaction does not constitute consent for any subsequent transaction. Any assignment, subletting, or license granted without the Landlord's prior written consent is void and, at the Landlord's option, constitutes grounds for termination of this

Agreement.

11. ALTERATIONS AND IMPROVEMENTS

The Tenant(s) shall make no alterations, additions, or improvements to the Premises without the Landlord's prior written consent. Any alterations made with consent shall, unless the Parties otherwise agree in writing, become the property of the Landlord and shall remain on the Premises at the expiration or termination of this Agreement. The Tenant(s) shall not paint, wallpaper, install fixtures, or make structural changes of any kind without written approval.

12. DELIVERY OF POSSESSION

In the event the Landlord cannot deliver possession of the Premises to the Tenant(s) on the Commencement Date through no fault of the Landlord or its agents, Rent shall abate until possession is delivered. The Landlord or its agents shall have thirty (30) days from the Commencement Date to deliver possession. If possession is not delivered within thirty (30) days through no fault of the Landlord, this Agreement shall terminate and all prepaid amounts and deposits shall be returned to the Tenant(s) in full.

13. HAZARDOUS MATERIALS

The Tenant(s) shall not keep, store, or permit on the Premises any item of a dangerous, flammable, explosive, or hazardous character that might increase the risk of fire or explosion, or that might be considered hazardous by any responsible insurance company. This prohibition does not apply to ordinary household cleaning products or fuel amounts customarily used in residential appliances.

14. UTILITIES AND SERVICES

Utilities and services shall be allocated as follows: (check one)

Tenant is responsible for ALL utilities and services.

Utilities are allocated as follows:

Landlord-paid utilities: _____

Tenant-paid utilities: _____

The Tenant(s) shall arrange and pay for all utilities assigned to them directly with the applicable service providers. Failure to maintain required utilities may constitute a lease violation.

15. MAINTENANCE, REPAIR, AND RULES

LANDLORD'S OBLIGATIONS: Pursuant to Fla. Stat. § 83.51, the Landlord shall maintain the Premises in compliance with applicable building, housing, and health codes and shall make all repairs necessary to keep the Premises in a habitable condition. The Landlord shall maintain roofing, structural components, plumbing, electrical systems, and major appliances provided under this Agreement.

TENANT'S OBLIGATIONS: The Tenant(s) shall, at their sole expense, keep and maintain the Premises and all appurtenances in good, clean, and sanitary condition and repair throughout the tenancy. Tenant obligations include:

- (a) Keep all windows, doors, locks, and hardware in good, clean order and repair.
- (b) Keep all HVAC filters clean, replacing them at least every ninety (90) days.
- (c) Keep all plumbing fixtures clean and free of blockage caused by Tenant misuse.
- (d) Remove all trash, garbage, and refuse promptly and in accordance with local ordinances.
- (e) Not obstruct driveways, sidewalks, entry ways, or common areas.
- (f) Not hang laundry, clothing, or other items from windows, balconies, or exterior areas.
- (g) Maintain order and not create or permit noise that disturbs other residents or neighbors.
- (h) Not leave windows or doors open during inclement weather.

(i) Comply with all applicable laws, health codes, and any HOA rules (if applicable).

The Tenant(s) shall be responsible for the cost of any repairs resulting from their misuse, negligence, or intentional damage, or that of their guests or invitees, beyond ordinary wear and tear.

16. LAWN CARE AND PEST CONTROL [Optional]

Lawn care and pest control responsibilities: (check one)

- Tenant is responsible for all lawn maintenance and pest control.
- Landlord is responsible for all lawn maintenance and pest control.
- Responsibilities are allocated as follows:

Tenant's lawn/pest responsibilities:

Landlord's lawn/pest responsibilities:

17. INSURANCE AND RENTER'S INSURANCE

The Landlord is not responsible for insuring the Tenant's personal property, vehicles, or belongings against loss or damage from any cause, including theft, vandalism, fire, water, or the negligent or criminal acts of others. The Tenant(s) are strongly encouraged to obtain renter's insurance at their own expense to protect against such losses.

Renter's insurance: (check one)

- Is required. Tenant shall provide proof of coverage to Landlord within 14 days of the Commencement Date.
- Is recommended but not required.

Upon notification by the Landlord, the Tenant(s) shall take all actions reasonably necessary to avoid an increase in the Landlord's insurance premium attributable to the Tenant's activities, or the Tenant shall bear the cost of any such increase.

18. DAMAGE TO PREMISES

If the Premises are destroyed or rendered wholly uninhabitable by fire, storm, or other casualty not caused by the Tenant's negligence, this Agreement shall terminate as of the date of such destruction, and all prepaid Rent shall be refunded on a prorated basis. If only a portion of the Premises is rendered uninhabitable, the Landlord may elect to repair such portion, during which time Rent shall abate in proportion to the area rendered uninhabitable. Upon completion of repairs, full Rent shall recommence.

19. LANDLORD'S RIGHT OF ENTRY

Pursuant to Fla. Stat. § 83.53, the Landlord and the Landlord's authorized agents shall have the right to enter the Premises at reasonable times for the purpose of inspection, making necessary repairs or alterations, showing the Premises to prospective tenants or purchasers, or any other reasonable purpose, provided that the Landlord gives the Tenant(s) at least twelve (12) hours' advance notice. Entry shall occur only between the hours of 7:30 a.m. and 8:00 p.m. unless the Tenant(s) consent to a different time. In the event of a genuine emergency threatening life or property, the Landlord may enter without prior notice.

20. SUBORDINATION OF LEASE

This Agreement and the Tenant's interest herein are and shall be subordinate, junior, and inferior to any and all mortgages, deeds of trust, liens, or encumbrances now existing or hereafter placed upon the Premises by the Landlord, and to all advances made or to be made thereunder, and to any renewals, extensions, or modifications thereof.

21. PETS

Regarding pets on the Premises: (check one)

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

The non-refundable portion of the pet deposit shall be used for carpet cleaning and related pet-related cleaning upon termination of the tenancy. Unauthorized pets constitute a lease violation subject to the cure provisions of Section 23.

22. SMOKING POLICY

Smoking on the Premises: (check one)

- Is strictly prohibited throughout the Premises, all common areas, and within twenty-five (25) feet of any entrance. Violation constitutes a material breach.
- Is permitted ONLY in the following designated outdoor area(s):

23. PARKING

Parking at the Premises: (check one)

- Parking is provided:
 - Number of spaces:
 - Location / description:
 - Included in Rent at no additional charge.
 - At an additional monthly charge: per month.
- No parking is provided with this tenancy.

24. QUIET ENJOYMENT

So long as the Tenant(s) pay all sums due and perform all obligations under this Agreement, the Tenant(s) shall peaceably and quietly hold and enjoy the Premises for the duration of the tenancy, without interference by the Landlord or any person claiming by or through the Landlord.

25. INDEMNIFICATION AND LIABILITY

THE LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO THE TENANT(S), THEIR FAMILY MEMBERS, GUESTS, INVITEES, AGENTS, OR EMPLOYEES, OR TO ANY OTHER PERSON ENTERING THE PREMISES, OR TO ANY PERSONAL PROPERTY LOCATED ON OR ABOUT THE PREMISES, UNLESS SUCH DAMAGE OR INJURY IS CAUSED SOLELY BY THE LANDLORD'S OWN NEGLIGENCE.

The Tenant(s) hereby agree to indemnify, defend, and hold harmless the Landlord from any and all claims, actions, damages, liability, costs, and expenses (including reasonable attorneys' fees) arising from the Tenant's use or

occupancy of the Premises, or the acts or omissions of the Tenant(s), their family, guests, or invitees. This indemnification expressly includes any injury or damage arising from or related to any animal kept on the Premises.

26. DEFAULT AND REMEDIES

MONETARY DEFAULT (Fla. Stat. § 83.56(3)): If the Tenant(s) fail to pay Rent when due, the Landlord shall deliver a written three (3) day notice (excluding weekends and legal holidays) to pay the amount owed or vacate. If the Tenant does not pay in full or vacate within the notice period, the Landlord may terminate this Agreement and pursue all available remedies.

NON-MONETARY DEFAULT — CURABLE (Fla. Stat. § 83.56(2)(b)): If the Tenant(s) violate any material term of this Agreement (other than non-payment of Rent), the Landlord shall deliver a written seven (7) day notice specifying the violation and requiring the Tenant to cure. Default events include, but are not limited to: unauthorized pets; unauthorized occupants or guests; failure to maintain the Premises; unauthorized alterations; and unauthorized subletting.

NON-MONETARY DEFAULT — NON-CURABLE (Fla. Stat. § 83.56(2)(a)): If the Tenant's breach involves destruction, serious damage, or misuse of property, an unreasonable continuing disturbance, or a repeat of the same violation within twelve (12) months of a prior written warning, the Landlord may deliver a seven (7) day notice of termination without opportunity to cure.

REMEDIES: Upon an uncured default, the Landlord may terminate this Agreement, recover possession of the Premises, accelerate all remaining Rent due, and pursue all other remedies available at law or in equity. The Tenant(s) shall be liable for the Landlord's costs of re-letting the Premises, including any rent deficiency for the period the Premises remains vacant.

27. RETURNED PAYMENT FEE

If any payment tendered by the Tenant(s) is returned for insufficient funds or otherwise dishonored, a returned payment fee applies: (check one)

A returned payment fee applies:
Fee per returned item: \$

No returned payment fee shall be charged.

28. ABANDONMENT

If the Tenant(s) abandon the Premises at any time during the tenancy, the Landlord may, at the Landlord's option, obtain possession of the Premises as provided by Florida law and re-let the Premises as agent for the Tenant(s). The Landlord may apply any rent received from re-letting against the Tenant's outstanding obligations. The Landlord may hold the Tenant(s) liable for any rent deficiency remaining after re-letting. Any personal property left on the Premises after abandonment shall, at the Landlord's option, be deemed abandoned and may be disposed of in accordance with Fla. Stat. Ch. 715.

BY SIGNING THIS AGREEMENT, THE TENANT(S) ACKNOWLEDGE THAT UPON SURRENDER OR ABANDONMENT AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

29. SURRENDER OF PREMISES

Upon termination or expiration of this Agreement, the Tenant(s) shall vacate the Premises and surrender possession to the Landlord in the same condition as at the commencement of this Agreement, subject only to ordinary wear and tear and damage caused by the elements. All keys, access fobs, and other access devices must be returned to the Landlord on or before the date of vacating. Failure to return all access devices may result in a charge to the Tenant(s)

or a deduction from the Security Deposit.

30. HOLDOVER

If the Tenant(s) remain in possession of the Premises after the termination of this Agreement with the Landlord's written consent, a new month-to-month tenancy shall be created on the same terms and conditions as this Agreement, except that the monthly Rent during the holdover period shall be:

- The same as the current monthly Rent: \$
- An adjusted holdover Rent of: per month.

The holdover tenancy shall be terminable upon thirty (30) days' written notice by either Party per Fla. Stat. § 83.57(3).

31. FAIR HOUSING

The Landlord shall not discriminate against any person on the basis of race, color, national origin, religion, sex, familial status, disability, or any other protected class under the Federal Fair Housing Act (42 U.S.C. § 3604), the Florida Fair Housing Act (Fla. Stat. § 760.20 et seq.), or any other applicable federal, state, or local law. If any Tenant or authorized occupant requires a reasonable accommodation or modification due to a disability, the Tenant(s) should notify the Landlord in writing so that appropriate arrangements may be made in accordance with applicable law.

32. HOA / CONDOMINIUM ASSOCIATION RULES [Optional]

Regarding homeowner or condominium association governance: (check one)

- The Premises is NOT subject to any HOA or condominium association.
- The Premises IS governed by an HOA or condominium association. The Tenant(s) agree to comply with all CC&Rs, bylaws, rules, and regulations of the association, as amended from time to time. A violation of association rules by the Tenant(s) constitutes a violation of this Lease. The Landlord shall provide the Tenant(s) with a copy of all applicable association rules upon request.

Association name:

33. HURRICANE AND STORM PREPAREDNESS [Optional]

Hurricane/storm preparedness obligations: (check one)

- Not applicable. This section does not apply to the Premises.
- The Tenant(s) shall, upon issuance of any hurricane watch or warning affecting the area, take reasonable preparedness measures including: (a) securing or storing all outdoor furniture, decorations, and movable items; (b) closing and locking all windows and doors; and (c) following any evacuation orders issued by local authorities. Failure to take reasonable preparedness measures that results in damage to the Premises shall be the Tenant's financial responsibility to the extent not covered by applicable insurance.

34. RECORDING PROHIBITED

The Tenant(s) shall not record this Agreement or any memorandum thereof on the public records of any county. If the Tenant(s) record this Agreement, the Landlord may, at the Landlord's option, declare this Agreement immediately terminated and pursue all available remedies.

35. ATTORNEYS' FEES

In any action to enforce the terms of this Agreement, including proceedings for collection of Rent or recovery of possession, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and court costs, as permitted by Florida law.

36. WAIVER OF JURY TRIAL

THE LANDLORD AND TENANT(S) EACH VOLUNTARILY AND KNOWINGLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TENANCY CREATED HEREBY.

37. NO WAIVER

No failure or delay by the Landlord to enforce any provision of this Agreement shall constitute a waiver of that provision or any other right. Acceptance of partial Rent or any other partial performance shall not waive the Landlord's right to full performance.

38. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be construed to give maximum effect to the Parties' original intent.

39. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted assigns.

40. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including Fla. Stat. § 83, Part II. Any legal action arising out of or related to this Agreement shall be brought exclusively in the court of competent jurisdiction in the county where the Premises is located.

41. NOTICES

All notices required or permitted under this Agreement or under Florida law shall be in writing and deemed duly served when: (i) hand-delivered; or (ii) sent by United States certified mail, return receipt requested, postage prepaid, to the addresses below. Either Party may update their notice address by written notice to the other Party.

Landlord Notice Address:

Tenant Notice Address:

42. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement constitutes the entire agreement between the Parties concerning the Premises and supersedes all prior discussions, representations, and oral understandings. This Agreement may be modified only by a written amendment signed by all Parties with the same formality as this Agreement.

43. ADDITIONAL PROVISIONS AND DISCLOSURES [Optional]

The following additional terms and any legally required disclosures (including known lead-based paint hazards, flood zone status, or other conditions) are incorporated into this Agreement:

EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Florida Month-to-Month Lease Agreement as of the dates written below.

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:

Tenant_4 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 who acknowledged the
execution of the foregoing instrument as their free act and deed.

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 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 department.

DISCLOSURE 2 — LANDLORD IDENTIFICATION (Fla. Stat. § 83.50)

Pursuant to Fla. Stat. § 83.50, the name and address of the person authorized to receive notices, demands, and service of process on behalf of the Landlord are:

Authorized Agent / Property Manager Name:

Agent Mailing Address:

Agent Phone: Agent Email:

DISCLOSURE 3 — LEAD-BASED PAINT (42 U.S.C. § 4852d)

The residential dwelling: (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 before this Agreement is effective.
- Was NOT built prior to 1978. Lead-based paint disclosure is not required.

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, in compliance with Fla. Stat. § 83.49:

Bank / Institution Name:

Bank Address:

City: State: ZIP:

Security Deposit Amount: \$ Deposited in Account #:

Lease Commencement Date:

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

- Non-Interest-Bearing Account. Tenant will NOT receive interest.
- Interest-Bearing Account. The Tenant shall receive: (check one)
 - ____% of the annualized average interest rate.
 - ____% simple interest per annum.

Landlord Signature: Date:

Printed Name: