

# FLORIDA RESIDENTIAL LEASE AGREEMENT

A legally binding agreement governed by Florida Statutes, Chapter 83 (Residential Landlord and Tenant Act)

## 1. THE PARTIES

This Florida Residential Lease Agreement (the "Agreement") is entered into on:

Agreement Date (mm/dd/yyyy):

between the following parties:

Landlord Full Legal Name:

Landlord Mailing Address:

Landlord Phone:

Landlord Email:

AND

Tenant Full Legal Name(s):

Additional Tenant Name(s):

The Landlord and Tenant are each a "Party" and collectively referred to as the "Parties." The Tenant agrees to lease the Premises from the Landlord under the terms and conditions set forth herein.

## 2. PROPERTY DESCRIPTION

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

Street Address:

City:  State:  ZIP:

County:

Unit/Apt #:

Property Description (if any):

## 3. LEASE TERM

This is a fixed-term lease. The Tenant shall be permitted to occupy the Premises beginning on the Commencement Date and continuing through the Expiration Date set forth below.

Commencement Date (mm/dd/yyyy):  Expiration Date (mm/dd/yyyy):

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

- May continue to occupy the Premises on a month-to-month basis under the same terms, subject to either Party providing thirty (30) days' written notice to terminate.
- Must vacate and surrender the Premises by 11:59 PM on the Expiration Date.

## 4. RENT

The Tenant shall pay the Landlord rent in the amount and manner described below:

Monthly Rent Amount: \$  Due Day of Month:

Payment Method / Instructions:

Payment Address or Account Info:

Rent is to be paid in full on or before the Due Date each month. Partial payments shall not constitute a waiver of the Landlord's right to the full amount owed.

### 5. LATE FEE

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

- A late fee will be assessed. Late fee amount: \$   
Rent is considered late if not paid within  day(s) after the Due Date.
- No late fee shall be assessed.

### 6. PRORATION PERIOD

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

- The Tenant shall take early possession on   
and agrees to pay prorated rent of \$  upon execution of this Agreement.
- The Tenant shall NOT take possession prior to the Commencement Date.

### 7. SECURITY DEPOSIT

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

- A Security Deposit of \$  is required, due upon execution of this Agreement.  
The deposit shall be returned within  days after lease end, less any itemized deductions.  
The Security Deposit shall not be applied to Rent unless the Landlord provides prior written consent. The Landlord shall comply with all requirements of Fla. Stat. § 83.49.
- No Security Deposit is required.

### 8. RETURNED CHECKS (NON-SUFFICIENT FUNDS)

If the Tenant tenders a check that is returned for insufficient funds: (check one)

- The Tenant shall pay a returned check fee of \$  per occurrence.
- No returned check fee shall be charged.

### 9. AUTHORIZED OCCUPANTS

The Premises shall be used exclusively as a private residential dwelling. Only the Tenant(s) named in Section 1 and the following authorized occupants may reside at the Premises: (check one)

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

### 10. MOVE-IN INSPECTION

Prior to, at the time of, or promptly following move-in, the Parties: (check one)

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

**11. FURNISHINGS**

The Premises is: (check one)

- Furnished with the following items:
- NOT furnished. The Tenant accepts the Premises in its unfurnished condition.

**12. UTILITIES AND SERVICES**

The Landlord shall be responsible for providing the following utilities and services (if left blank or unchecked, those utilities are the Tenant's sole responsibility):

Landlord-Provided Utilities:

All utilities and services not listed above as Landlord-provided shall be the Tenant's responsibility to establish, maintain, and pay for in a timely manner.

**13. PARKING**

Regarding parking privileges at the Premises: (check one)

- The Tenant is allotted  parking space(s), as follows:
  - Free of charge (included in Rent).
  - At a monthly parking fee of \$ , payable: (check one)
    - Upon execution of this Agreement
    - Monthly with Rent
- No parking is provided or allocated to the Tenant.

**14. PETS**

Regarding pets on the Premises: (check one)

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

**15. SMOKING POLICY**

Regarding smoking on and about the Premises: (check one)

- Smoking is permitted ONLY in the following designated area(s):
- Smoking of any substance is strictly prohibited throughout the Premises and all common areas. Violation shall constitute a material breach of this Agreement.

**16. SALE OF PROPERTY**

If the Premises is conveyed or transferred to a new owner during the Lease Term, the Tenant shall be promptly notified of the new owner's contact information and, if applicable, the contact details of any new property manager. In the event of a sale or transfer, the new owner: (check one)

- Has the right to terminate this Agreement upon  days' written notice to the Tenant.
- Does NOT have the right to terminate this Agreement solely due to the sale.

**17. NOTICES**

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

Landlord Notice Address:

Tenant Notice Address:

**18. KEYS AND ACCESS DEVICES**

At or before commencement of occupancy, the Landlord shall furnish the Tenant with the necessary keys, access fobs, cards, or electronic access credentials required to access the Premises and any associated common areas. The Tenant shall not duplicate any access devices without the Landlord's prior written consent. If replacement keys or devices are needed, the Landlord may charge a reasonable replacement fee. Upon termination of this Agreement, all access devices shall be returned to the Landlord. Failure to return access devices may result in a charge to the Tenant or a deduction from the Security Deposit.

**19. RIGHT OF ENTRY**

Pursuant to Fla. Stat. § 83.53, the Landlord shall have the right to enter the Premises at reasonable times with at least twenty-four (24) hours' advance written notice for purposes including, without limitation: inspection, making necessary or agreed-upon repairs, alterations, or improvements, showing the Premises to prospective tenants or purchasers, or any other legitimate purpose. The Landlord may enter without notice in the event of a genuine emergency threatening life or property.

**20. ATTORNEYS' FEES**

In any action to enforce the terms of this Agreement, including but not limited to proceedings for the collection of rent or recovery of possession of the Premises, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party, as permitted under Florida law.

**21. QUIET ENJOYMENT AND NOISE**

The Tenant and all occupants and guests shall not create or permit noise or conduct that unreasonably disturbs the peace and quiet of neighboring tenants or residents. Any such disturbance shall constitute a material breach of this Agreement, entitling the Landlord to pursue all available remedies, including termination.

**22. GUESTS**

No persons other than the Tenant(s) and Authorized Occupant(s) named in this Agreement may reside at or use the Premises as their primary residence. Guests may visit the Premises for no more than forty-eight (48) consecutive hours without the Landlord's prior written approval. Extended guest stays without approval shall constitute a breach of this Agreement.

**23. FAIR HOUSING**

The Landlord shall not discriminate on the basis of race, color, national origin, religion, sex, familial status, disability, or any other protected class under applicable federal, state, or local law. If a Tenant or authorized occupant has a disability requiring a reasonable accommodation or modification, the Tenant should notify the Landlord in writing so appropriate arrangements may be made, subject to applicable law.

**24. NO WAIVER**

No failure or delay by the Landlord to enforce any provision of this Agreement shall constitute or be deemed a waiver of that or any other provision. Acceptance of partial rent or any payment shall not constitute a waiver of the Landlord's

right to the full amount due or any other right under this Agreement.

## **25. MAINTENANCE, REPAIRS, AND ALTERATIONS**

The Tenant shall maintain the Premises in a clean, safe, and sanitary condition throughout the Lease Term, in compliance with Fla. Stat. § 83.52. The Tenant shall be responsible for the cost of repairing damage caused by the Tenant, occupants, or guests beyond ordinary wear and tear. No painting, modifications, or structural alterations may be made to the Premises without the Landlord's prior written consent. The Tenant shall promptly notify the Landlord in writing of any defects, damage, or malfunctioning equipment. 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 RENDERING PREMISES UNINHABITABLE**

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

## **27. DEFAULT AND REMEDIES**

A Tenant default shall occur if the Tenant: (a) fails to pay Rent or any other monetary obligation when due; (b) violates any material term of this Agreement; (c) abandons the Premises; (d) provides false information in the rental application; (e) or the Tenant, occupants, or guests are charged with or convicted of a criminal offense involving harm to persons, or involving controlled substances under Florida law; or (f) possesses illegal drugs or paraphernalia on the Premises.

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

## **28. ABANDONMENT**

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

## **29. CONDITION AND POSSESSION**

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

## **30. ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Agreement, sublet all or any portion of the Premises, or otherwise transfer any interest herein without the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting shall be void and constitute a material breach of this Agreement.

## **31. JOINT AND SEVERAL LIABILITY**

If more than one person is named as Tenant, each such person shall be jointly and severally liable for all obligations under this Agreement, including the obligation to pay Rent and to comply with all terms hereof.

### 32. HAZARDOUS MATERIALS

The Tenant shall not store, use, or permit on the Premises any flammable, explosive, or otherwise hazardous materials, except in quantities reasonably incidental to normal residential use (such as standard household cleaning products). Prohibited items include, but are not limited to, compressed gas canisters, gasoline, propane (beyond standard grill canisters), kerosene, motor oil, and fireworks. Violation of this section shall constitute a material breach.

### 33. SEVERABILITY

If any provision of this Agreement is found to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be construed to carry out the intent of the Parties to the maximum extent permitted by law.

### 34. NON-RETALIATION

Pursuant to Fla. Stat. § 83.64, the Landlord shall not engage in any retaliatory conduct against the Tenant for exercising any right under this Agreement or Florida law. Prohibited retaliatory acts include, but are not limited to, terminating the tenancy, increasing rent, reducing services, or failing to maintain the Premises.

### 35. INDEMNIFICATION AND RENTERS INSURANCE

The Landlord shall not be liable for any personal injury or property damage occurring on or about the Premises unless directly and solely caused by the Landlord's own negligence. The Tenant agrees to indemnify, defend, and hold harmless the Landlord from any claims, losses, or liabilities arising from the Tenant's use or occupancy of the Premises. The Tenant is strongly encouraged to obtain renters insurance at the Tenant's own expense.

### 36. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including without limitation Chapter 83 (Residential Landlord and Tenant Act). 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.

### 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 to and incorporated into this Agreement and must be initialed and signed by all Parties.
- Was NOT built prior to 1978. Lead-based paint disclosure is not required.

### 38. ADDITIONAL PROVISIONS [Optional]

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

### 39. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including any attached addenda or exhibits, constitutes the entire agreement between the Parties with respect to the Premises and supersedes all prior negotiations, representations, warranties, and understandings, whether written or oral. This Agreement may not be modified or amended except by a written instrument signed by both Parties. The Parties acknowledge reading and understanding this Agreement and agree to be bound by its

terms through the end of the Lease Term.

**EXECUTION AND SIGNATURES**

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

**Landlord's Signature:**  Date:

Printed Name:

Witness Signature:  Date:

Witness Printed Name:

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**Tenant 1's Signature:**  Date:

Printed Name:

Witness Signature:  Date:

Witness Printed Name:

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**Tenant 2's Signature:**  Date:

Printed Name:

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**Tenant 3's Signature:**  Date:

Printed Name:

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**NOTARY ACKNOWLEDGMENT [Optional]**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, known to me or who has produced \_\_\_\_\_ as identification, and who acknowledged the execution of the foregoing instrument.

Notary Signature:  Date:

Notary Printed Name:

Commission Number:

My Commission Expires:

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**REQUIRED FLORIDA DISCLOSURES**

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**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 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: SECURITY DEPOSIT NOTICE (Fla. Stat. § 83.49)**

Your tenancy requires payment of a security deposit. The Landlord is required by Florida law to hold the security deposit in a separate account or post a surety bond. Within thirty (30) days of receiving the deposit, the Landlord must notify you in writing of the financial institution's name and address where the deposit is held, whether it is in an interest-bearing account, and the rate and time of interest payments, if applicable. Within fifteen (15) days after you vacate, you must provide the Landlord with your forwarding address. The Landlord must mail notice of any intended claim against the deposit within thirty (30) days of your move-out. You then have fifteen (15) days to object in writing. If no objection is made, the Landlord may apply the deposit to the claimed damages. Disputes should be resolved informally first; the prevailing party in litigation is generally entitled to costs and attorneys' fees. For your complete 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 / Property Manager Name:

Agent 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 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 a financial institution described below:

Bank / Institution Name:

Bank Address:

City:  State:  ZIP:

The Security Deposit in the amount of \$  has been deposited in

Account Number:  Lease Date:

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

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

Landlord's Signature:  Date:

Printed Name:

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