

# FLORIDA ROOM RENTAL AGREEMENT

A multi-tenant room rental agreement | State of Florida | Governed by Fla. Stat. § 83, Part II

This Room Rental Agreement (this "Agreement") is made as of the

day of  , 20

by and between the Principal Tenant identified in Section 1 and the Tenant(s) listed in Section 2 (collectively, the "Parties"), sharing the Premises located at:

Street Address:

City:  State: Florida ZIP:

County:

## 1. PRINCIPAL TENANT

The Principal Tenant is the original leaseholder under the Master Lease with the property Landlord/Owner and is responsible for remitting total rent to the Landlord and for compliance with the Master Lease.

Principal Tenant Full Legal Name:

Principal Tenant Current Address:

Phone:  Email:

Master Landlord / Property Owner Name:

Master Landlord Address:

Phone:  Email:

## 2. TENANTS AND ROOM ASSIGNMENTS

Each Tenant listed below agrees to rent their assigned room from the Principal Tenant under the terms of this Agreement:

Name of Tenant	Monthly Rent	Security Deposit	Room Description
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Total Security Deposit (all Tenants combined): \$

Each Tenant is responsible for their individual security deposit as shown above and will receive their share back upon termination of this Agreement, less any deductions attributable to that Tenant.

## 3. LEASE TERM

This Agreement is structured as follows: (check one)

**FIXED TERM:**  
 From (mm/dd/yyyy):   
 To (mm/dd/yyyy):

**MONTH-TO-MONTH, commencing on:**  
 Start Date (mm/dd/yyyy):

Pursuant to Fla. Stat. § 83.57(3) (HB 1417, eff. Jan. 1, 2024), either Party may terminate by providing at least thirty (30) days' written notice prior to the end of any monthly period.

**4. RENT AND PAYMENT TERMS**

Each Tenant's monthly rent is set out in the Section 2 table. Rent is due on:

Day of month:  of each month.

Rent shall be paid: (check one)

- To the Principal Tenant, who remits total rent to the Master Landlord on behalf of all Tenants.
- Directly to the Master Landlord/Property Owner by each Tenant individually.

Payment method / instructions:

Payable to (name / address):

Rent for any partial month at commencement shall be prorated on a per-diem basis. If any payment is returned for insufficient funds, the Principal Tenant may require future payments by money order or cashier's check for a minimum of three (3) months.

**5. LATE FEE**

If any Tenant's rent is not received by the due date: (check one)

- A late fee applies per Tenant:  
 Grace period (days after due date):   
 Late fee amount per Tenant: \$

No late fee will be charged.

**6. SECURITY DEPOSIT**

Each Tenant's security deposit is set out in the Section 2 table. The Principal Tenant shall hold deposits in the following Florida banking institution: (check one)

**Non-Interest-Bearing Account:**  
 Bank name and address:

**Interest-Bearing Account:**  
 Bank name and address:

Deposits shall not be commingled with the Principal Tenant's personal funds or applied toward last month's rent without the affected Tenant's prior written consent.

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

(a) Upon vacating, if no claim is intended, the deposit shall be returned within fifteen (15) days. If a claim is intended, certified mail notice must be sent within thirty (30) days, stating the amount and reason. Failure to give timely notice forfeits the right to claim.

(b) Unless the Tenant objects in writing within fifteen (15) days of receiving the notice, the Principal Tenant may deduct the claimed amount and shall remit the balance within thirty (30) days.

(c) The prevailing Party in any court action over a security deposit is entitled to court costs and reasonable attorneys' fees.

**7. UTILITIES AND SERVICES**

The rent: (check one)

Does NOT include any utilities. All utilities will be shared by the Parties per the arrangement in the table below.

Includes the following utilities:

Additional utilities not listed above will be shared per the table below.

Utility	Name on Bill	Payment Method (check one)
Electricity	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other
Water	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other
Gas	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other
Heat	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other
Garbage	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other
Internet / Cable	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other
Other	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Evenly Split <input type="checkbox"/> Rotating <input type="checkbox"/> Other

"Evenly Split" = cost divided equally among all Parties. "Rotating" = Parties take turns as account holder; others reimburse their share within five (5) days of receiving the bill.

**8. COMMON AREAS AND LANDLORD ACCESS**

In addition to their assigned room, all Tenants shall have equal rights to use the following shared Common Areas:

- Kitchen
- Living Room / Lounge
- Shared Bathroom(s):  
 Bathroom designation:
- Laundry Facilities
- Outdoor / Patio Areas
- Other:

The Principal Tenant retains full access to all Common Areas at all times. Prior to entering any Tenant's assigned room, the Principal Tenant shall give at least twelve (12) hours' advance notice, except in a genuine emergency (Fla. Stat. § 83.53).

**9. PERMITTED USE**

Each assigned room shall be used exclusively as a private residential dwelling by the named Tenant only. The following are expressly prohibited without the Principal Tenant's prior written consent:

- (a) Any commercial or professional activity of any kind.
- (b) Subletting, assigning, or licensing the room to any other person.
- (c) Short-term vacation rentals (Airbnb, Vrbo, or similar platforms).
- (d) Occupancy by any person other than the named Tenant.

**10. GUESTS AND OVERNIGHT VISITORS**

Florida law (Fla. Stat. § 83.43) considers a guest a tenant if they stay more than fourteen (14) days within a six-month period or seven (7) consecutive nights. Guest rules: (check one)

- Maximum consecutive overnight stay per guest:  nights without Principal Tenant's written approval.
- No night cap, subject to the statutory 14-day / 7-consecutive-night threshold above.

Each Tenant is fully responsible for the conduct and any damage caused by their guests.

**11. QUIET HOURS AND HOUSEHOLD RULES**

Quiet hours daily from:  to:

During quiet hours all noise must not disturb other Tenants, the Principal Tenant, or neighbors. Violations constitute a breach of this Agreement.

**HOUSEHOLD RULES:**

- (a) Each Tenant shall maintain their room in clean, safe, sanitary condition at all times (Fla. Stat. § 83.52).
- (b) Tenants shall clean up after themselves in all Common Areas immediately after use.
- (c) Trash shall be disposed of properly per local ordinances.
- (d) Personal belongings shall be confined to the Tenant's room and shall not clutter Common Areas.

**COMMON AREA CLEANING SCHEDULE:**

Kitchen (by / frequency):

Bathrooms (by / frequency):

Common areas (by / frequency):

Trash removal (by / frequency):

**12. SMOKING POLICY**

Smoking, vaping, or use of tobacco or cannabis products: (check one)

- Is strictly prohibited throughout the Premises, including all rooms, Common Areas, and within 25 feet of any entrance.
- Is permitted ONLY in the following designated outdoor area(s):

**13. PET POLICY [Optional]**

Regarding pets anywhere on the Premises: (check one)

- No pets of any kind are permitted.

- Pets are permitted under the following conditions:

Permitted pet type(s) and max number: \_\_\_\_\_

Refundable pet deposit per Tenant with pet: \$ \_\_\_\_\_

The pet-owning Tenant is solely responsible for all pet-related damage, fees, and injury caused by their pet.

#### 14. PARKING [Optional]

Parking at or near the Premises: (check one)

- No on-site parking is provided.
- Parking spaces are assigned to individual Tenants:

Tenant 1 space: \_\_\_\_\_

Tenant 2 space: \_\_\_\_\_

Tenant 3+ spaces: \_\_\_\_\_

- Available parking shared on a first-come, first-served basis.

Inoperable or unregistered vehicles may be towed at the Tenant's expense.

#### 15. 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. All Tenants agree to comply with all CC&Rs, bylaws, and rules. Any fine caused by a specific Tenant is that Tenant's sole financial responsibility. An HOA violation constitutes a default of this Agreement.

Association name: \_\_\_\_\_

#### 16. MAINTENANCE AND REPAIRS

The Principal Tenant shall maintain the Premises in compliance with applicable building, housing, and health codes (Fla. Stat. § 83.51). Each Tenant shall maintain their room in clean, safe condition (Fla. Stat. § 83.52), promptly notify the Principal Tenant in writing of any damage or malfunction, and bear the cost of repairs caused by their misuse or negligence beyond ordinary wear and tear. No alterations to any room or Common Area may be made without the Principal Tenant's prior written consent.

#### 17. DEFAULT AND REMEDIES

**MONETARY DEFAULT** (Fla. Stat. § 83.56(3)): If a Tenant fails to pay rent when due, the Principal Tenant shall deliver a written three (3) day notice (excluding weekends and legal holidays) to pay in full or vacate. Non-compliance entitles the Principal Tenant to terminate this Agreement as to that Tenant and pursue all available legal remedies.

**NON-MONETARY DEFAULT — CURABLE** (Fla. Stat. § 83.56(2)(b)): For any other material violation, the Principal Tenant shall deliver a seven (7) day written notice specifying the violation and requiring cure.

**NON-MONETARY DEFAULT — NON-CURABLE** (Fla. Stat. § 83.56(2)(a)): For intentional property damage, a continuing disturbance, or a repeated violation within twelve (12) months of a prior written warning, the Principal Tenant may deliver a seven (7) day termination notice without opportunity to cure.

#### 18. ABANDONMENT AND SURRENDER

If a Tenant abandons their room, the Principal Tenant may obtain possession and re-let as permitted by Florida law.

Personal property left after abandonment may be disposed of per Fla. Stat. Ch. 715. Upon termination, each Tenant shall surrender their room in the same condition as at commencement, subject to ordinary wear and tear, and return all keys and access devices on or before the vacate date.

**19. INDEMNIFICATION AND LIABILITY**

THE PRINCIPAL TENANT SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO ANY TENANT, THEIR GUESTS, OR THEIR PERSONAL PROPERTY, UNLESS CAUSED SOLELY BY THE PRINCIPAL TENANT'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT.

Each Tenant agrees to indemnify, defend, and hold harmless the Principal Tenant from all claims, damages, costs, and expenses (including attorneys' fees) arising from that Tenant's use of the Premises or the acts of their guests.

**20. GOVERNING LAW**

This Agreement is governed by Florida law, including Fla. Stat. § 83, Part II. Any legal action shall be brought in the court of competent jurisdiction in the county where the Premises is located.

**21. ENTIRE AGREEMENT AND MODIFICATIONS**

This Agreement constitutes the entire agreement among the Parties regarding the shared occupancy of the Premises and supersedes all prior oral or written representations. It may be modified only by a written amendment signed by all Parties.

**22. ADDITIONAL PROVISIONS [Optional]**

The following additional terms, if any, are incorporated herein:

**EXECUTION AND SIGNATURES**

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

**Principal\_Tenant Signature:**  Date:

Printed Name:

Witness Signature:  Date:

Witness Printed Name:

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**Tenant\_1 Signature:**  Date:  -----

Printed Name:

Witness Signature:  Date:

Witness Printed Name:

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Tenant\_2 Signature:  Date:

Printed Name:

Tenant\_3 Signature:  Date:

Printed Name:

Tenant\_4 Signature:  Date:

Printed Name:

Tenant\_5 Signature:  Date:

Printed Name:

Tenant\_6 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 as their free act and deed.

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 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 — PRINCIPAL TENANT / LANDLORD IDENTIFICATION (Fla. Stat. § 83.50)**

The following persons are authorized to receive notices and demands:

Principal Tenant Name and Address:

Property Owner / Master Landlord Name:

Property Owner Address:

Phone:  Email:

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

The residential dwelling: (check one)

- Was built prior to 1978. A Lead-Based Paint Disclosure addendum is attached and must be 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 RENTAL AGREEMENT REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE PRINCIPAL TENANT MAY TRANSFER ADVANCE RENTS TO THE PRINCIPAL TENANT'S ACCOUNT AS THEY BECOME DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE PRINCIPAL TENANT YOUR NEW FORWARDING ADDRESS SO THAT NOTICES REGARDING YOUR DEPOSIT CAN BE SENT TO YOU. THE PRINCIPAL TENANT MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE INTENT TO IMPOSE A CLAIM AGAINST YOUR DEPOSIT. IF YOU DO NOT REPLY WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THAT NOTICE STATING YOUR OBJECTION, THE PRINCIPAL TENANT WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE PRINCIPAL TENANT FAILS TO TIMELY MAIL YOU NOTICE, THEY MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT FOR DAMAGES. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Date:

Dear Tenant:

Your security deposit of \$ \_\_\_\_\_ is held at the institution below, in compliance with Fla. Stat. § 83.49:

Bank / Institution Name:

Bank Address:

City:  State:  ZIP:

Tenant Deposit: \$  Account #:

The deposit is held in a: (check one)

- Non-Interest-Bearing Account. Tenant will NOT receive interest.
- Interest-Bearing Account at the rate of:  
Annual interest rate:

**Principal\_Tenant Signature:**  Date:

Printed Name: