

FLORIDA SUBLEASE AGREEMENT

A residential sublease agreement governed by Fla. Stat. § 83, Part II | Subordinate to Master Lease | Florida Landlord & Tenant Act

1. THE PARTIES

This Florida Sublease Agreement (the "Sublease") is entered into as of the date last signed below, by and between:

SUBLESSOR (the original tenant under the Master Lease):

Full Legal Name:

Mailing Address:

Phone: Email:

SUBLESSEE (the new occupant under this Sublease):

Sublessee 1 Full Legal Name:

Sublessee 2 Full Legal Name (if any):

MASTER LANDLORD (the owner / original landlord):

Master Landlord Full Legal Name / Entity:

Master Landlord Address:

Phone: Email:

The Sublessor, Sublessee, and Master Landlord are collectively referred to as the "Parties." The Sublessee agrees to sublease the Premises from the Sublessor on the terms set forth herein.

2. PREMISES

The Sublessor hereby subleases to the Sublessee 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. MASTER LEASE AND SUBORDINATION

This Sublease is expressly subject and subordinate to the original lease agreement between the Master Landlord and the Sublessor (the "Master Lease"), a copy of which is attached hereto as Exhibit A and incorporated by reference.

Master Lease Commencement Date:

Master Lease Expiration Date:

The Sublessee hereby agrees to assume and be bound by all obligations, covenants, rules, restrictions, and conditions of the Master Lease for the duration of this Sublease, to the same extent as if the Sublessee were the original tenant thereunder. Any act or omission by the Sublessee that would constitute a default under the Master Lease shall also constitute a default under this Sublease. In the event of any conflict between this Sublease and the Master Lease, the terms of the Master Lease shall control.

TERM LIMIT: This Sublease shall terminate on or before the expiration date of the Master Lease. Under no circumstances may the Sublease Term extend beyond the Sublessor's own tenancy rights under the Master Lease.

The Parties confirm that a copy of the Master Lease has been provided:

- A complete copy of the Master Lease is attached as Exhibit A and has been reviewed and initialed by the Sublessee.
- A complete copy of the Master Lease will be provided to the Sublessee prior to the Sublease Commencement Date.

4. MASTER LANDLORD'S CONSENT

Regarding the Master Landlord's consent to this Sublease: (check one)

- The Master Lease expressly permits subletting. No additional consent from the Master Landlord is required.
- The Master Lease does not expressly permit subletting, but the Master Landlord has provided written consent to this Sublease. A copy of the written consent is attached hereto.
- The Master Lease does not permit subletting without prior approval. This Sublease is expressly contingent upon the Sublessor obtaining the Master Landlord's written consent prior to the Sublease Commencement Date. If written consent is denied, this Sublease shall be void and of no effect, and the Sublessor shall return the Security Deposit to the Sublessee in full within five (5) business days, with no further liability by either Party.

The Sublessor represents that they have not received any notice from the Master Landlord prohibiting or restricting the subletting of the Premises.

5. SUBLEASE TERM

The Sublease Term shall commence and expire as follows:

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

The Sublease Term may not exceed the remaining term of the Master Lease. Unless this Sublease is structured as a month-to-month arrangement (see Section 6), no holdover by the Sublessee shall be permitted beyond the Expiration Date. If the Sublessee remains in possession after the Expiration Date without written consent from both the Sublessor and the Master Landlord, the Sublessee shall be liable for all costs, damages, and losses incurred by the Sublessor as a result of such holdover, including any penalties imposed under the Master Lease.

6. MONTH-TO-MONTH SUBLEASE [Optional]

Regarding the structure of this Sublease: (check one)

- This is a FIXED-TERM Sublease. The tenancy ends on the Expiration Date in Section 5. No holdover is permitted.
- This is a MONTH-TO-MONTH Sublease. The tenancy renews automatically on the first day of each calendar month. Pursuant to Fla. Stat. § 83.57(3) (as amended by HB 1417, effective January 1, 2024), either Party may terminate this month-to-month Sublease by providing the other Party with at least thirty (30) days' written notice prior to the end of any monthly period. The month-to-month term shall not extend beyond the Master Lease expiration date under any circumstances.

7. RENT AND PAYMENT TERMS

The Sublessee shall pay rent to the Sublessor as follows:

Rent Amount: \$ Payable every:

Rent payment frequency: (check one)

- Week (rent is due every 7 days).
- Month (rent is due on the same day each calendar month).

Rent Due Day: of each payment period.

Payment method / instructions:

Payable to / remit to:

Rent is due in full on the Due Date without demand. Rent for any partial period at commencement shall be prorated on a per-diem basis.

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

8. LATE FEE

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

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

- No late fee shall be charged.

9. SECURITY DEPOSIT

Upon execution of this Sublease, the Sublessee shall deposit with the Sublessor a Security Deposit as follows:

Security Deposit Amount: \$

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

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

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

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

- (a) Upon vacating, if the Sublessor does not intend to impose a claim on the Security Deposit, the deposit shall be returned within fifteen (15) days. If the Sublessor intends to impose a claim, written notice by certified mail must be sent to the Sublessee's last known address within thirty (30) days, stating the amount of and reason for the claim. Failure to provide timely notice forfeits the Sublessor's right to impose a claim.
- (b) Unless the Sublessee objects in writing within fifteen (15) days of receiving the notice, the Sublessor may deduct the claimed amount and shall remit the remaining balance within thirty (30) days of the notice date.
- (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.

Security Deposit return deadline after vacating (days):

10. UTILITIES AND SERVICES

The Sublessor agrees to pay for the following utilities and services (included in or paid separately from Rent):

Sublessor-paid utilities:

All utilities and services not listed above shall be the sole responsibility and expense of the Sublessee, who shall arrange and pay for such services directly with the applicable providers.

11. PERMITTED USE OF PREMISES

The Premises shall be used and occupied exclusively as a private residential dwelling by the named Sublessee(s) and their immediate family members only. The following are expressly prohibited:

- (a) Any commercial, business, or professional activity of any kind.
- (b) Any further subletting, assignment, or transfer of this Sublease by the Sublessee.
- (c) Short-term vacation rentals through any platform (including Airbnb, Vrbo, or similar).
- (d) Any activity that violates the Master Lease, applicable laws, or HOA rules.

The Sublessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations affecting the use, cleanliness, and occupancy of the Premises.

12. CONDITION OF PREMISES

By signing this Sublease or taking possession, the Sublessee acknowledges having had the opportunity to inspect the Premises and accepts it in its current condition, except as noted in any move-in checklist.

A move-in inspection checklist: (check one)

- Was completed by the Sublessor and Sublessee at or before move-in and is attached as Exhibit B.
Pre-existing damage noted therein shall not be charged to the Sublessee upon vacating.
- Was NOT completed. The Sublessee accepts the Premises in its current as-is condition.

13. LIABILITY AND SURRENDER

The Sublessee agrees to surrender and deliver possession of the Premises to the Sublessor at the end of the Sublease Term, including all furniture and fixtures provided by the Sublessor, in the same condition as at commencement, subject only to ordinary wear and tear. The Sublessee shall be liable to the Sublessor for any damage to the Premises, its contents, common areas, or surrounding property caused by the Sublessee, their guests, or invitees. All acts and omissions of the Sublessee's guests are the sole responsibility and liability of the Sublessee.

14. MAINTENANCE, REPAIRS, AND MAINTENANCE ROUTING

SUBLESSEE'S OBLIGATIONS: The Sublessee shall maintain the Premises in a clean, safe, and sanitary condition throughout the Sublease Term, consistent with Fla. Stat. § 83.52. The Sublessee shall be responsible for the cost of repairing damage caused by their misuse, negligence, or that of their guests, beyond ordinary wear and tear.

MAINTENANCE REQUEST ROUTING: All maintenance requests and repair notices shall be handled as follows: (check one)

- The Sublessee shall submit all maintenance requests to the Sublessor in writing. The Sublessor will then contact the Master Landlord on the Sublessee's behalf.
- The Sublessee is authorized to contact the Master Landlord directly for maintenance and repair requests, with a concurrent copy to the Sublessor.

The Sublessee shall promptly notify the Sublessor in writing of any damage, defect, or malfunction. No alterations,

improvements, or modifications to the Premises shall be made by the Sublessee without the prior written consent of both the Sublessor and the Master Landlord.

15. SUBLESSOR'S RIGHT OF ENTRY

Pursuant to Fla. Stat. § 83.53, the Sublessor and the Master Landlord shall each have the right to enter the Premises at reasonable times upon at least twelve (12) hours' advance written notice to the Sublessee, for purposes including inspection, repairs, showing the Premises, or any other legitimate purpose. In the event of a genuine emergency threatening life or property, entry may be made without prior notice.

16. GUESTS

No person other than the named Sublessee(s) may reside at the Premises. Guests of the Sublessee may stay for no more than forty-eight (48) consecutive hours without the prior written approval of the Sublessor. Extended unauthorized guest stays constitute a breach of this Sublease and the Master Lease.

17. PETS

Regarding pets at the Premises: (check one)

- No pets of any kind are permitted. This restriction is in addition to any pet restrictions in the Master Lease.
- Pets are permitted, subject to all restrictions in the Master Lease and the following additional conditions:
 Permitted pet type(s) and maximum number: _____
 Pet deposit (refundable): \$ _____

18. 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 of this Sublease and the Master Lease.
- Is permitted ONLY in the following designated outdoor area(s), and only to the extent permitted by the Master Lease:

19. PARKING

Parking at the Premises: (check one)

- Parking is provided to the Sublessee:
 Number of spaces: _____
 Location / space designation: _____
- Included in Rent at no additional charge.
- At an additional monthly charge:
 _____ per month.
- No parking is provided with this Sublease.

20. HAZARDOUS MATERIALS

The Sublessee 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 or by the Master Landlord. This prohibition does not apply to ordinary household

cleaning products used in standard residential quantities.

21. INSURANCE

The Sublessor is not responsible for insuring the Sublessee's personal property, vehicles, or belongings against loss or damage from any cause. The Sublessee is strongly encouraged to obtain renter's insurance at their own expense.

Renter's insurance: (check one)

- Is required. Sublessee shall provide proof of coverage naming Sublessor as an interested party within 14 days of the Commencement Date.
- Is recommended but not required.

22. DEFAULT AND REMEDIES

MONETARY DEFAULT (Fla. Stat. § 83.56(3)): If the Sublessee fails to pay Rent when due, the Sublessor shall deliver a written three (3) day notice (excluding weekends and legal holidays) to pay in full or vacate. Failure to comply within the notice period entitles the Sublessor to terminate this Sublease and pursue all available legal remedies.

NON-MONETARY DEFAULT — CURABLE (Fla. Stat. § 83.56(2)(b)): If the Sublessee violates any material term of this Sublease other than non-payment of Rent, the Sublessor shall deliver a written seven (7) day notice specifying the violation and requiring cure. If the Sublessee fails to cure within seven (7) days, the Sublessor may terminate this Sublease.

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

Any default by the Sublessee that would also constitute a default under the Master Lease shall be treated as a default under both this Sublease and the Master Lease.

23. ABANDONMENT

If the Sublessee abandons the Premises at any time during the Sublease Term, the Sublessor may obtain possession as provided by Florida law and may re-let the Premises. The Sublessor may hold the Sublessee liable for any rent deficiency and other damages. Personal property left on the Premises after abandonment may be handled in accordance with Fla. Stat. Ch. 715. By signing this Sublease, the Sublessee acknowledges that upon surrender or abandonment as defined by Chapter 83, Florida Statutes, the Sublessor shall not be liable for storage or disposition of the Sublessee's personal property.

24. DAMAGE TO PREMISES

If the Premises are destroyed or rendered substantially uninhabitable by fire, storm, or other casualty not caused by the Sublessee's negligence, this Sublease shall terminate as of the date of such event, and all prepaid Rent shall be refunded on a prorated basis. If only a portion of the Premises is affected, Rent shall abate proportionally during the repair period. The Sublessor's obligation to repair is limited to the same obligations imposed on the Sublessor under the Master Lease.

25. PROHIBITION ON FURTHER SUBLETTING AND ASSIGNMENT

The Sublessee shall have no right to further sublet, assign, or transfer any interest in this Sublease or the Premises, or to license the use of any portion of the Premises to any third party, without the prior written consent of both the Sublessor and the Master Landlord. Any unauthorized attempt to do so is void and constitutes a material default.

26. FAIR HOUSING

The Sublessor shall not discriminate 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 applicable federal, state, or local law. If the Sublessee requires a reasonable accommodation or modification due to a disability, the Sublessee should notify the Sublessor in writing.

27. 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 Sublessee agrees to comply with all CC&Rs, bylaws, rules, and regulations of the association, as amended from time to time. An HOA violation by the Sublessee constitutes a default under this Sublease. The Sublessor shall provide the Sublessee with a copy of applicable association rules.

Association name:

28. HURRICANE AND STORM PREPAREDNESS [Optional]

Hurricane/storm preparedness obligations: (check one)

- Not applicable.
- Upon issuance of any hurricane watch or warning, the Sublessee shall promptly secure or store all outdoor furniture, decorations, and movable items; close and lock all windows and doors; and follow all applicable evacuation orders. Damage to the Premises resulting from the Sublessee's failure to take reasonable preparedness measures shall be the Sublessee's financial responsibility.

29. INDEMNIFICATION AND HOLD HARMLESS

THE SUBLESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO THE SUBLESSEE, THEIR FAMILY, GUESTS, INVITEES, OR EMPLOYEES, OR TO ANY PERSONAL PROPERTY ON OR ABOUT THE PREMISES, UNLESS CAUSED SOLELY BY THE SUBLESSOR'S OWN NEGLIGENCE.

The Sublessee agrees to indemnify, defend, and hold harmless the Sublessor from any and all claims, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from the Sublessee's use or occupancy of the Premises, or the acts or omissions of the Sublessee, their family, guests, or invitees.

30. DISPUTE RESOLUTION

If a dispute arises between the Sublessor and Sublessee regarding this Sublease, the Parties agree to attempt to resolve the dispute through good faith negotiation before resorting to litigation. Nothing in this section limits either Party's right to seek emergency injunctive relief or to exercise any statutory remedy available under Florida law.

31. ATTORNEYS' FEES

In any legal action to enforce the terms of this Sublease, 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.

32. NO WAIVER

No failure or delay by the Sublessor to enforce any provision of this Sublease shall constitute a waiver. Acceptance of partial Rent does not waive the Sublessor's right to the full amount owed or any other right.

33. SEVERABILITY

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

34. GOVERNING LAW AND VENUE

This Sublease is governed by the laws of the State of Florida, including Fla. Stat. § 83, Part II. Any legal action arising hereunder shall be brought exclusively in the court of competent jurisdiction in the county where the Premises is located.

35. NOTICES

All notices required or permitted under this Sublease 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.

Sublessor Notice Address:

Sublessee Notice Address:

Master Landlord Notice Address:

36. ENTIRE AGREEMENT AND MODIFICATIONS

This Sublease, together with the attached Master Lease and all exhibits, constitutes the entire agreement between the Parties regarding the Premises and supersedes all prior oral or written representations. Any oral representations made at the time of executing this Sublease are not legally valid and are not binding upon either Party. This Sublease may be modified only by a written amendment signed by all Parties.

37. ADDITIONAL TERMS AND CONDITIONS [Optional]

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

EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Florida Sublease Agreement as of the dates written below.

Sublessor Signature: Date:

Printed Name:

Witness Signature: Date:

Witness Printed Name:

Co-Sublessor Signature: Date:

Printed Name:

Sublessee Signature: Date:

Printed Name:

Witness Signature: Date:

Witness Printed Name:

Co-Sublessee Signature: Date:

Printed Name:

MASTER LANDLORD'S CONSENT: I hereby give my consent to the subletting of the above-described Premises as set out in this Sublease Agreement.

Master_Landlord Signature: Date:

Printed Name:

ORIGINAL MASTER LEASE ATTACHED — INITIALS OF ALL PARTIES:

Sublessor: Sublessee: Master Landlord:

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:

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 — IDENTIFICATION (Fla. Stat. § 83.50)

Pursuant to Fla. Stat. § 83.50, the following persons are authorized to receive notices, demands, and service of process on behalf of the respective parties:

Sublessor Name and Address:

Master Landlord / Authorized Agent Name:

Master Landlord / Agent 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 Sublease is effective.
- Was NOT built prior to 1978. Lead-based paint disclosure is not required.

FLORIDA SECURITY DEPOSIT RECEIPT

YOUR SUBLEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE SUBLESSOR MAY TRANSFER ADVANCE RENTS TO THE SUBLESSOR'S ACCOUNT AS THEY BECOME DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE SUBLESSOR YOUR NEW FORWARDING ADDRESS SO THAT THE SUBLESSOR CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE SUBLESSOR MUST MAIL YOU NOTICE, WITHIN THIRTY (30) DAYS AFTER YOU MOVE OUT, OF THE SUBLESSOR'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE SUBLESSOR STATING YOUR OBJECTION TO THE CLAIM WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE SUBLESSOR'S NOTICE, THE SUBLESSOR WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE SUBLESSOR FAILS TO TIMELY MAIL YOU NOTICE, THE SUBLESSOR MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE SUBLESSOR 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 Sublessor 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: \$ Account #:

Sublease Commencement Date:

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

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

Sublessor Signature: **Date:**

Printed Name:
