

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

Joseph and Mary

(the "Landlord")

- AND-

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as #110, Main, Miami, Florida 34552 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
6. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

7. The term of the Lease commences at 12:00 noon on July 29, 2019 and ends at 12:00 noon on August 31, 2019.
8. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Florida (the "Act").

Rent

9. Subject to the provisions of this Lease, the rent for the Property is \$1,000.00 per month (the "Rent").
10. The Tenant will pay the Rent on or before the 1st day of month of each and every month of the term of this Lease to the Landlord at #110, Main, Miami, Florida 32110 or at such other place as the Landlord may later designate by cash or check.
11. The Landlord may increase the Rent for the Property upon providing to the Tenant the greater of 30 days' notice and any notice required by the Act.
12. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.

Security Deposit

13. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$1,000.00 (the "Security Deposit").
14. The Landlord will hold the Security Deposit at a non-interest bearing account solely devoted to security deposits at Brannen located at 101 Main Street.
15. The Tenant is not entitled to interest on the Security Deposit.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
 - a. Your lease requires payment of certain deposits. The Landlord may transfer advance rents to the

Landlord's account as they are due and without notice. When you move out, you must give the Landlord your new address so that the Landlord can send you notices regarding your deposit. The Landlord must mail you notice, within 30 days after you move out, of the Landlord's intent to impose a claim against the Security Deposit. If you do not reply to the Landlord stating your objection to the claim within 15 days after receipt of the Landlord's notice, the Landlord will collect the claim and must mail you the remaining deposit, if any.

- b. 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.
- c. 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.
- d. This disclosure is basic. Please refer to Part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

17. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and

- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 18. The Tenant may not use the Security Deposit as payment for the Rent.
- 19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____, or at such other place as the Tenant may advise.

Inspections

- 20. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Renewal of Lease

- 22. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

Landlord Improvements

- 23. The Landlord will make the following improvements to the Property: Landscaping.

Tenant Improvements

- 24. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

25. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

- 26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
- 27. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
- 28. The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the Property, and the Tenant assumes no liability for any such loss.
- 29. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

Attorney Fees

30. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

31. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

Severability

32. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
33. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

34. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

35. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

36. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

37. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
38. The Tenant will not engage in any illegal trade or activity on or about the Property.
39. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
40. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

41. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
42. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

43. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

44. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

Mediation

45. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will not be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediations will be shared equally by the Parties.

Address for Notice

46. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: _____
 - b. Phone: _____
47. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: Joseph and Mary.

- b. Address: #110, Main, Miami, Florida 32110.

The contact information for the Landlord is:

- c. Phone: (321) 456-9876.

General Provisions

- 48. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 49. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 50. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
- 51. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 52. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 53. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- 54. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
- 55. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$100.00 will be charged to the Tenant.
- 56. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 57. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 58. This Lease constitutes the entire agreement between the Parties.
- 59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of

displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

60. Time is of the essence in this Lease.

IN WITNESS WHEREOF _____ and Joseph and Mary have duly affixed their signatures on this _____ day of _____, _____.

Joseph and Mary

_____(Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20____.

_____(Tenant)