

REALTY MASTERS RESIDENTIAL LEASE

1. **This agreement, made this _____ day of _____ between _____ hereinafter referred to as the LANDLORD, through its AGENT Realty Masters and _____, hereinafter referred to as the TENANT, concerning the lease of the following described property: _____, is agreed to by and shall bind the TENANT, its heirs, estate, or legally appointed representatives. TENANT as herein used shall include all persons to whom this property is leased. LANDLORD as herein used shall include the owner(s) of the premises, its heirs, assigns or representatives and/or any agent(s) designated by the owner(s).**

2. **LEGAL DESCRIPTION OF PROPERTY: _____**

3. **TERMS OF LEASE: _____ Total Rental Amount for lease terms: \$ _____ Monthly Rental Amount \$ _____ Beginning _____ Ending _____** If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the lease may be voided at LANDLORD’S option without LANDLORD being liable for any expenses caused by such delay or termination. This lease shall terminate early, at LANDLORD’S option, upon sale of or contract for sale entered into on the premises and TENANT agrees to vacate within 60 days written notice from LANDLORD.

4. **OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: _____ A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 14 days. If the same guest stays more than 5 total days during the term of the lease, photo identification will need to be provided to LANDLORD.

5. **PRORATED RENT:** TENANT agrees to pay the sum of \$ _____ as prorated rent for the period _____.

6. **ADVANCE RENT:** TENANT agrees to pay the sum of _____ as advance rent representing payment for the last month of lease term.

7. **RENT:** TENANT agrees to pay the monthly rent amount of \$ _____ plus any applicable sales tax as rent on the 1st day of each month in advance without demand at Realty Masters, 4400 Bayou Blvd, Ste #58, Pensacola, Florida 32503- Phone # 850-473-3983 Emergency # 850-512-6019. Rent must be received by LANDLORD or its designated agent on or before the due date. Rent is due on the 1st day of each month (the “due date”). Rent payment must be received no later than the 3rd day of each month or a late fee will be added as additional rent on the 4th day. The late fee is 10% of the monthly rent amount plus \$5.00 a day for every day after the 4th that the rent payment is late. If the 3rd falls on a weekend or holiday, rent is still late as of the 4th. All late rent payments must be made with certified funds only. _____ (Initial). Cash payments are NOT accepted. Partial payments are NOT accepted. Post-dated checks are not accepted. Rent must be paid by one personal check only or multiple money orders. Only personal checks from parties on the lease will be accepted. If TENANT’S check is dishonored, all future payments must be made in money order or cashier’s check; dishonored checks will be subject to the greatest of 5% of the check amount or a \$30.00 charge as additional rent. Time is of the essence. The imposition of late fees and/or dishonored check charges are not a substitution or waiver of available Florida law remedies. If rent is not received by the 1st day of each month, LANDLORD may serve a THREE-DAY notice on the next day or any day thereafter as allowed by law. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD’S address above by certified mail.

8. **PETS:** TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD’S prior written approval and a PET ADDENDUM signed by all parties. See Pet Addendum to lease. If TENANT is found to have unauthorized pet(s), TENANT will be charged a flat fee penalty for each unauthorized pet as set forth in the Pet Addendum to Lease attached hereto. This fee will be due whether or not you keep the unauthorized pet(s).

9. **SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of \$ _____, as security for faithful performance by TENANT of all terms, covenants and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Florida law, including physical damages to the premises, costs, and attorney’s fees associated with TENANT’S failure to fulfill the terms of the lease. TENANT cannot dictate that this deposit be used for any rent due. TENANT will still be responsible for unpaid rent, physical damages, future rent due, attorney’s fees, costs and

any other amounts due under the terms of the lease or Florida law. The security deposit (and advance rent, if applicable) will be deposited in a separate non-interest bearing account at **BBVA Compass Bank, (5055 Bayou Blvd, Pensacola, FL 32503) in Pensacola, FL**. If any claim is made on the security deposit, it will be done according to Florida law. TENANT understands and acknowledges that AGENT, Realty Masters, is the agent acting on behalf of the Owner and further understands that Realty Masters has no interest in the security deposit and is only fulfilling its legal responsibilities when it is processing a security deposit claim. TENANT(s) agrees that in the event of a dispute arising over a security deposit claim and/or advance rents, if any, which cannot be resolved between the parties, TENANT(s) agree to hold AGENT, Realty Masters, its employees, agents, assigns, successors and heirs harmless and, in the event of any litigation, will look solely to the Owner(s).

10. Florida Statutes §83.49(2)(d) provides:

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 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.

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.

11. Florida Statutes §83.49(3) provides:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of upon your security deposit, due to It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to ... (landlord's address)

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

12. **Security deposit refunds if any shall be made by mail only, as provided by law, made out in names of all TENANTS in one check, and, may not be picked up in person from LANDLORD.**
13. **ASSIGNMENTS:** TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.
14. **APPLICATION:** If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.
15. **FIXTURES AND ALTERATIONS:** TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.
16. **FURNITURE AND APPLIANCES: If the premises are furnished, fully or partially,** TENANT(s) shall be responsible to care for the furnishings and keep them in the same condition as when TENANT moved in, reasonable wear and tear expected. TENANT(s) shall not remove any furnishings without the prior written consent of the LANDLORD, whether or not the furnishing is broken, inoperable, or in need of repairs. _____ [List all furniture and appliances. If none, write "none or N/A".]
17. **MAINTENANCE/INSPECTION: TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in "as is" condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean sanitary manner.** If there is a microwave, garbage disposal, icemaker, washer, dryer, ceiling fan, whirlpool, or Jacuzzi present at the home, these items are accepted in as-is condition and are not the LANDLORD'S responsibility to maintain or replace. The Tenant must notify the LANDLORD through the Property Management Company before any of these items are removed or repaired. Should the Tenant wish to have maintenance done to these items at their cost, a licensed and insured maintenance company must be used and a copy of the paid invoice will be provided to the LANDLORD through the Property Management Company for the LANDLORD'S records. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. **TENANT(s) further agree to provide and pay for the following services/items: (if NOT checked these items are to be paid by LANDLORD(s))**

Lawn Service (mowing, edging) Trimming Shrubs and Weeding/Mulching Yard Care-(watering and fertilizing) A/C Filters Smoke Detectors/Fire Alarms Pest Control Locks/Keys
 Other: _____

In the event a major repair to the premises must be made which will necessitate the TENANT'S vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premise holding LANDLORD harmless for any damages suffered, if any. TENANT shall IMMEDIATELY notify LANDLORD in writing of any maintenance needed, maintenance performed, or repairs. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. TENANT is responsible for cleaning out or replacing the dryer vent hose that runs from the dryer to the wall, no matter whose dryer is in the premises. LANDLORD will maintain the dryer vent from the wall to the outside. It is TENANT'S responsibility to immediately notify LANDLORD of any problems with the dryer vent running from the premises to the outside.

18. **USE OF PREMISES:** TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window

shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only. TENANT shall not operate any type of day care or child sitting service on the premises. **TENANT shall secure insurance immediately for any water filled devices with a loss payable clause to LANDLORD. Tenant shall not be allowed to have large above ground pools or trampolines on the premises.** _____ (Initial). Unless otherwise stated herein, lawn & shrub maintenance is the tenant's responsibility. Watering the lawn, trees, and shrubs is the sole responsibility of the TENANT no matter who is responsible to maintain the lawn and provide lawn service. If the TENANT fails to regularly maintain, trim, weed, water or otherwise provide the lawn care as required by TENANT, this inaction by TENANT will result in a professional lawn care company being hired at the TENANT's expense for the remainder of the time they reside in the property. _____ (Initial) In the event this provision conflicts with Paragraph 17 herein, Paragraph 17 shall control as to who is responsible for lawn and shrub maintenance.

19. Key Disclosure: The premises may not have been rekeyed since the last tenant vacated. The TENANT may rekey the property at their own expense conditioned upon TENANT(s) providing the LANDLORD with two (2) sets of keys within 24 hours. All outside locks on the premises must be keyed alike. _____ (Initial)
20. NO SMOKING INSIDE OF THE HOME: There shall be NO SMOKING inside the premises at any time or under any circumstances. TENANT(s) and TENANT'S family, guests and invitees, and any authorized occupant, agree not to smoke inside the premises. LANDLORD may periodically inspect to ensure there is no smoking inside the premises. TENANT(s) agrees to be responsible for any and all damage to the property caused by TENANT(s), TENANT's family, guests, or invitees smoking including, but not limited to, full painting of walls, doors, trims and ceiling if necessary and carpeting damaged by smoking, TENANT agrees to pay for odor enzyme treatment in carpeting and pad or carpet replacement caused from smoking inside the premises.
21. **DRUG/ CRIME FREE PROVISIONS:** TENANT(s) agrees that TENANT(s) and TENANT'S family, guests, and invitees, and any authorized occupant, shall not engage in any act intended to facilitate criminal activity, including but not limited to drug- related criminal activity inside, on, near or within sight of the premises. TENANT(s), TENANT'S family, guests, and invitees or any authorized occupant shall not engage in the manufacture, sale, storage, transportation, use, possession, or distribution of illegal drugs and/or drug paraphernalia. TENANT(s), or TENANT'S family, guests, and invitees or any authorized occupant shall not engage in acts of violence or threats of violence including the unlawful discharge of firearms on, near, or within sight of the premises. **ANY VIOLATION OF THE PROVISION SHALL BE A MATERIAL BREACH OF THE RENTAL AGREEMENT AND LANDLORD SHALL BE ALLOWED TO IMMEDIATELY TERMINATE THE LEASE AGREEMENT.** Unless otherwise provided by law, A VIOLATION OF THIS PROVISION SHALL NOT REQUIRES A CRIMINAL CONVICTION.
22. **RISK OF LOSS:** All TENANT'S personal property shall be at the risk of the TENANT or owner thereof and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. TENANT is strongly urged to secure insurance for personal property.
23. **DEFAULT:** (1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or County laws, rules ordinances, or (4) TENANT'S failure to move into the premises or tenants abandonment of the premises, shall constitute a default by the TENANT. Upon default, rent due for the remaining term of this lease is accelerated, TENANT shall owe this rent and LANDLORD may begin eviction procedures, after proper notice is given under Florida law. TENANT will still be responsible for any unpaid rent, physical damages to the premises, unpaid late fees, attorney's fees, costs, and any other amounts due under the terms of this lease or Florida law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a recession of this lease nor a surrender of the leasehold estate.
24. **LITIGATION:** In any litigation between the parties to this agreement that is based on, arises out of, or is in any way related to this agreement, the transaction described herein, or the relationship between the parties as a result of this agreement (referred to herein as "Litigation"), the following provisions shall apply:

- a. **Limitation of Liability (Contractual Economic Loss Rule):** LANDLORD and TENANT agree that in any Litigation, neither party shall be liable for any special, indirect, incidental, or consequential damages or any economic damages of any kind that arise in tort; the parties understanding and agreeing that only contract damages shall be recoverable in any claim.
 - b. **Venue:** In any Litigation, the parties agree that such Litigation shall be brought only in Escambia County, Florida if in state court or in the Northern District of Florida if in federal court.
 - c. **JURY TRIAL WAIVER: THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO A JURY TRIAL AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A JURY TRIAL.** _____ (INITIAL).
 - d. **CLASS ACTION WAIVER: THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO BE PARTY TO A CLASS ACTION OR REPRESENTATIVE ACTION AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, AND TO THE EXTENT ALLOWED BY LAW, THE PARTIES EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. THE PARTY'S ACKNOWLEDGE AND AGREE THAT ANY CLAIMS MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO BRING OR MAINTAIN ANY CLASS ACTION IN ANY FORUM.** _____ (INITIAL).
 - e. **Attorney Fee Provision:** The parties agree that in the event of any dispute between them that is based on, arises out of, or is in any way related to this agreement, the transaction described herein, or the relationship between the parties as a result of this agreement, and regardless of whether or not a lawsuit is filed, if either party is required to hire an attorney to enforce any of its rights under the terms of this agreement, it shall be entitled to recover its reasonable attorneys' fees and costs from the other party, including appellate attorneys' fees and costs.
25. **UTILITIES:** LANDLORD is responsible for providing the following utilities only: _____. The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated.
26. **VEHICLES:** Vehicle(s) located on the leased premises must be currently licensed, owned by TENANT, registered, operational and properly marked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD or condo/homeowner association's rules, if applicable. No trailers, campers, vehicles on blocks, motorcycles, boats, or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of the LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to TENANT or the guests or invitees of TENANT. **TENANT agrees that only the following vehicles will be parked on the premises:** _____
27. **VACATING:** AT the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted. TENANT agrees to have the carpeting cleaned professionally by a Realty Masters Approved Vendor, who is licensed and insured, upon move out, and to provide LANDLORD with a receipt for such professional carpet cleaning, or TENANT will incur a minimum carpet cleaning charge of \$150.00. In the event all keys are not returned upon move out there will be a minimum charge of \$75.00. In the event garage

remotes are not returned upon move out, there will be a minimum charge of \$75.00. If home is not clean per tenant handbook move out guidelines, a professional cleaning company will be sent to the property and TENANT agrees to cleaning company charges. If Tenant vacates and leaves the property in a condition that requires LANDLORD to make repairs and /or clean the premises because of Tenant's actions, Tenant shall be charged a \$75.00 fee for the expense of the utilities required to make such repairs or clean the premises.

28. **NOTICES AT END OF LEASE TERM:** If TENANT intends to vacate at the end of the lease term, TENANT shall notify LANDLORD in writing not less than 30 days prior to the end of the lease term. If LANDLORD intends not to renew the tenancy at the end of the lease term, LANDLORD shall notify TENANT in writing not less than 30 days prior to the end of the lease term.
29. **RENEWAL/EXTENSION OF TENANCY:** If LANDLORD consents to TENANT remaining in the premises after the natural expiration of this lease, and no new lease is signed, the tenancy will be extended as a month-to-month tenancy. A month-to-month tenancy may be terminated by TENANT giving written notice not less than 30 days prior to the end of any monthly payment period OR by LANDLORD giving written notice not less than 30 days prior to the end of any monthly payment period, in which event Termination of the tenancy shall occur on the last day of the month. Failure to give this written notice to LANDLORD will cause TENANT to continue to be bound by the terms of this lease on a month-to-month basis until TENANT gives LANDLORD written notice of termination not less than 30 days prior to the end of any monthly payment period. If TENANT fails to sign a lease renewal timely, the monthly rental amount due from TENANT on a month-to-month basis shall be an amount equal to the market rate at the time of lease expiration, in addition to a \$50.00 month-to-month fee. Notice from TENANT to LANDLORD must be made by certified mail. All other conditions of this lease shall remain in effect. If TENANT fails to vacate after the initial term, or any successive consensual periods after the initial term, TENANT shall additionally be held liable for holdover (double) rent.
30. **RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery, posting to TENANT, or email to last known email address given by TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. When performing inspections of the premises, LANDLORD has the right to take photographs of the property, inside and outside, in order to document the condition of the property. When making repairs, any vendor, authorized by the LANDLORD or LANDLORD'S agent, can take photographs, inside or outside the premises, to specifically document the exact condition needing repairs. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. LANDLORD has the right to perform drive-by inspections at any time and without notice. When performing drive-by inspections, LANDLORD may knock on the door of the property or leave a door hanger. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time. In the event LANDLORD gives notice to TENANT for an inspection, for whatever purpose, and the TENANT has changed the locks without consent of LANDLORD or leaves pets out so the inspection cannot be completed, TENANT shall be charged \$35.00 for each trip required to conduct such inspection. This fee shall be considered additional rent hereunder.
31. **CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION:** If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or if it becomes necessary, in the opinion of LANDLORD or its agent, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, terminate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered as a result of such condemnation, damage, destruction, or lease termination.
32. **FORECLOSURE:** In the event that a Certificate of Title is issued as a result of the occurrence of a foreclosure sale with respect to the subject property, this lease may be terminated by either party and neither shall be held liable for any resulting damages. The filing of a foreclosure action against the LANDLORD does not give TENANT the right to terminate the lease; rather, the TENANT'S right to terminate the lease shall be conditioned upon the issuance of a Certificate of Title with respect to the subject property.

33. **WAIVERS:** The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.
34. **INDEMNIFICATION: TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service, (including plumbing trouble) caused by the negligence or improper use by TENANT, his agents, family or guests.** TENANT at all times, will indemnify and hold harmless LANDLORD for all losses, damages, liabilities, and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect, or fault of TENANT, his agents, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations. In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that if the premises are being managed by an agent for the record owner TENANT agrees to hold agent, its successors, employees, and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute concerning the tenancy or the security deposit. _____ (Initial)
35. **INTEGRATION:** This lease and exhibits, addenda, and attachments, if any, set forth the entire agreements between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of this agreement shall be in effect.
36. **MODIFICATIONS:** No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.
37. **RADON GAS:** State law requires the following notice to be given: "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 unit."
38. **TENANT HANDBOOK.** Tenant has received a copy of the Tenant Handbook, which is incorporated into and made a part of this rental agreement.
39. **ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDMONMENT, AS DEFINED BY THE FLORIDA STATUES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**
40. **LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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 and/or lead-based paint hazards in the dwelling. Lessee must also receive a federally approved pamphlet on lead poisoning prevention.**

The leased premise was _____ or was not _____ built prior to 1978. If built prior to 1978, LESSOR has no knowledge of lead based paint and/or lead-based paint hazards in the housing and LESSOR has no reports of records pertaining to lead-based paint and/or lead-based paint hazards in the housing. By signing this Lease Agreement, LESSEE acknowledges receiving a copy of the pamphlet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME which is part of the Tenant Handbook.

41. **ADDITIONAL STIPULATIONS: Please check all that apply. The terms of any of the below additional stipulations/addendums that are checked are incorporated into and made a part of this lease.**

_____ Tenant Handbook & Move-in Inspection Sheet	Initial _____
_____ Lead Based Paint Form	Initial _____
_____ Privacy Notice, Attic Access, Foreclosure, Detectors and Fire Extinguishers	Initial _____
_____ Mold Addendum	Initial _____

_____ Fireplaces, Stoves, Fire Pits, and Candles Addendum
 _____ Pet Addendum
 _____ Bed Bug Addendum
 _____ Santa Rosa County Airport Zone Disclosure Form
 _____ Escambia County Airport/Airfield Environs Real Estate Sale/Lease Disclosure
 _____ Military Clause
 _____ Sight Unseen Addendum
 _____ Homeowners/ Condominium Association Disclosure
 _____ Pool Maintenance Addendum
 _____ Guaranty of Lease
 _____ Other: _____
 _____ Other: _____

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_____	_____	_____	_____
TENANT 1	DATE	TENANT 2	DATE
_____	_____	_____	_____
TENANT 3	DATE	TENANT 4	DATE

AGENT FOR OWNER

_____	_____	_____	_____
OWNER	DATE	OWNER	DATE

I HAVE RECEIVED A COPY AND AGREE TO THE TERMS OF THE "TENANT HANDBOOK"

_____	_____	_____	_____
TENANT 1	DATE	TENANT 2	DATE
_____	_____	_____	_____
TENANT 3	DATE	TENANT 4	DATE