

Residential Lease for Single Family Home and Duplex

FLORIDA ASSOCIATION OF REALTORS®



(FOR A TERM NOT TO EXCEED ONE YEAR)

A BOX () OR A BLANK SPACE (_____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. UPON REQUEST, THE LANDLORD SHALL PROVIDE A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT TO THE TENANT(S).

1. PARTIES. This is a lease ("the Lease") between Thomas Cowherd, agent for Clayton Cowherd (name and address of owner of the property) ("Landlord") and John David Willbur (name(s) of person(s) to whom the property is leased) ("Tenant.")

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at 310 E Anderson St, #13 (street address) Orlando Florida 32801 (zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called "the Premises"):

The Premises shall be occupied only by the Tenant and the following persons: N/A

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on _____ (month, day, year) and ending 1/31/2013 (the "Lease Term").

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ 9000 (excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments. If in installments, rent shall be payable monthly, on the 1ST day of each month. (If left blank, on the first day of each month.) weekly, on the _____ day of each week. (If left blank, on Monday of each week.) in the amount of \$ _____ per installment. in full on _____ (date) in the amount of \$ _____.

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of \$ NA with each rent installment with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary If rent is paid in installments, the total payment per installment including taxes shall be in the amount of \$ 750. If rent is paid in full, the total payment including taxes shall be in the amount of \$ _____.

Landlord (Signature) and Tenant (Signature) acknowledge receipt of a copy of this page which is Page 1 of 6
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All rent payments shall be payable to Thomas B Cowherd at 1600 Edgewater Dr, Orlando, FL 32804 (name) (address)

If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from _____ through _____ in the amount of \$ _____ and shall be due on _____ (date) (date) (date). (If rent paid monthly, prorate on a 30 day month.)

Tenant shall make rent payments required under the Lease by (choose all applicable) cash, personal check, money order, cashier's check, or other _____ (specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant to pay all future payments by money order, cashier's check or official bank check or cash or other (specify) _____ and to pay bad check fees in the amount of \$ 10.70 (not to exceed the amount prescribed by Florida Statutes section 68.065).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ 750 in accordance with this Paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to tenant occupancy. Any funds designated in this paragraph due after occupancy shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to Thomas Cowherd at 1600 Edgewater Dr, Orlando, FL 32804 (name) (address)

First <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____ due _____
Prorated rent plus applicable taxes	\$ _____ due _____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____ plus applicable taxes	\$ _____ due _____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____ due _____
Security deposit	\$ <u>750</u> due <u>at signing</u>
Additional security deposit	\$ _____ due _____
Security deposit for homeowner's association	\$ _____ due _____
Other _____	\$ _____ due _____
Other _____	\$ _____ due _____

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 100 for each rent payment made 5 days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS. Tenant may may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this Paragraph are permitted on the Premises.

(Specify number of pets, type(s), breed, maximum adult weight of pets.)

8. NOTICES. Thomas Cowherd is Landlord's Agent.

All notices must be sent to:
 Landlord _____ (name)
at _____ (address)
 Landlord's Agent Thomas Cowherd (name)
at 1600 Edgewater Dr, Orlando, FL 32804 (address)

Landlord (M) and Tenant () () acknowledge receipt of a copy of this page which is Page 2 of 6
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Lessor's Disclosure (initial)

(M)

- (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
 - (i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(N)

- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Lessor (check (i) or (ii) below):
 - (i) ___ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (List documents below).

- (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(FV)

- (c) Lessee has received copies of all information listed above.
- (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

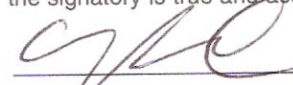

Agent's Acknowledgment (initial)

(M)

- (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

	<u>1/15/12</u>	_____	_____
Lessor	Date	Lessor	Date
	<u>1/18/12</u>	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

14. MILITARY/U.S. CIVIL SERVICE. Check if applicable. In the event Tenant, who is in the Military/U.S. Civil Service, should receive government orders for permanent change of duty station requiring Tenant to relocate away from the Premises, then Tenant may terminate the Lease without further liability by giving Landlord 30 days advance written notice and a copy of the transfer order.

15. LANDLORD'S ACCESS TO THE PREMISES. As provided in Chapter 83, Part II, Residential Landlord and Tenant Act, Florida Statutes, Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- A. At any time for the protection or preservation of the Premises.
- B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - 1. with Tenant's consent; 2. in case of emergency; 3. when Tenant unreasonably withholds consent; or
 - 4. if Tenant is absent from the Premises for a period of at least one-half a Rental Installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNER'S ASSOCIATION. If Tenant must be approved by a homeowner's association ("association"), Landlord and Tenant agree that the Lease is contingent upon receiving approval from the association. Any application fee required by an association shall be paid by Landlord Tenant and is refundable nonrefundable. If such approval is not obtained prior to commencement of Lease Term, Tenant shall receive return of deposits specified in Paragraph 5, if made, and the obligations of the parties under the Lease shall terminate. Tenant agrees to use due diligence in applying for association approval, to comply with the requirements for obtaining approval and agrees to pay any fee required by the association for procuring approval. Landlord Tenant shall pay the security deposit required by the association, if applicable.

Landlord (M) and Tenant (FV) acknowledge receipt of a copy of this page which is Page 4 of 6
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17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

- A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.
- B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on same, and/or remedies available to the parties.

20. SUBORDINATION. The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

21. LIENS. Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

22. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

23. TENANT'S PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

24. TENANT'S TELEPHONE NUMBER. Tenant shall within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

25. ATTORNEY'S FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorney's fees from the party who loses.

26. MISCELLANEOUS.

- A. Time is of the essence of the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "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 health department.

H. Landlord permits tenant to store tenants articles in storage room on property but landlord assumes no risk for articles left in storage.

I. Tenant may only park in 2 parking spaces on left of building.

27. **BROKERS' COMMISSION.** Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this Paragraph by Landlord Tenant for procuring a tenant for this transaction.

Real Estate Licensee

Real Estate Licensee

Real Estate Brokerage Company

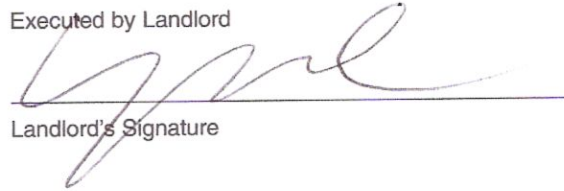
Real Estate Brokerage Company

Commission

Commission

28. EXECUTION.

Executed by Landlord



Landlord's Signature

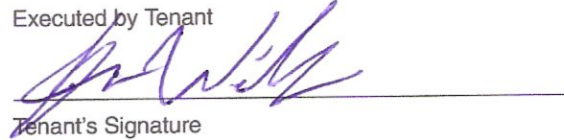
1/17/12

Date

Landlord's Signature

Date

Executed by Tenant



Tenant's Signature

1/18/12

Date

Tenant's Signature

Date

This form was completed with the assistance of:

Name of Individual:

Name of Business:

Address:

Telephone Number: