



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 Ann Clayton Cowherd
(name and address of owner of the property)

(“Landlord”) and
Emmanuel E Ceballos and Danielle Stuart
(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 40 E Princeton St
(street address)
Orlando, Florida 32804
(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:

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on 2/5/12
(month, day, year)
and ending 2/28/13 (the “Lease Term”).
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of \$ _____ (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 _____ in the amount of \$ _____.
(date)

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 \$ 625.
 If rent is paid in full, the total payment including taxes shall be in the amount of \$ _____.

Landlord (Ann Clayton Cowherd) () and Tenant (Emmanuel E Ceballos and Danielle Stuart) () 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 Clayton Cowherd at 1600 Edgewater Dr, Orlando, FL 32804. (If left blank, to Landlord at Landlord's 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 \$ _____ (not to exceed the amount prescribed by Florida Statutes section 68.065).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of \$ 625 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 Clayton Cowherd at 1600 Edgewater Dr, Orlando FL 32804.

First <input checked="" type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ <u>625</u>	due <u>2/6/12</u>
Prorated rent plus applicable taxes	\$ _____	due _____
Advance rent for <input type="checkbox"/> month <input type="checkbox"/> week of _____	\$ _____	due _____
plus applicable taxes	\$ _____	due _____
Last <input type="checkbox"/> month's <input type="checkbox"/> week's rent plus applicable taxes	\$ _____	due _____
Security deposit	\$ <u>625</u>	due <u>2/6/12</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 \$ 75 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. 2 dogs, 10# + 25# (Specify number of pets, type(s), breed, maximum adult weight of pets.)

8. NOTICES. _____ is Landlord's Agent.

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

Landlord (M) () and Tenant () () acknowledge receipt of a copy of this page which is Page 2 of 6
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unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for NA, that Landlord agrees to provide at Landlord's expense.

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below:

(Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

_____ roofs	_____ windows	_____ screens
_____ steps	_____ doors	_____ floors
_____ porches	_____ exterior walls	_____ foundations
_____ plumbing	_____ structural components	
_____ heating	_____ hot water	_____ running water
_____ locks and keys	_____ electrical system	_____ cooling
_____ smoke detection devices		<u>T</u> garbage removal/outside receptacles
_____ extermination of rats, mice, roaches, ants and bedbugs		_____ extermination of wood-destroying organisms
_____ lawn/shrubbery	_____ pool/spa/hot tub	_____ water treatment
<u>T</u> filters(specify) <u>AC</u>		_____ ceilings _____ interior walls

Other (specify) _____

Tenant shall notify Brad at _____ (name) _____ (address) _____ and 4078329215 (telephone number) of maintenance

and repair requests.

11. ASSIGNMENT. Tenant may may not assign the lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant 1 # of sets of keys to the dwelling _____ # of mail box keys _____ # of garage door openers

If there is a homeowner's association, Tenant will be provided with the following to access the association's common areas/facilities: _____ # of keys to _____ # of remote controls to NA _____ # of electronic cards to _____ other (specify) to _____

At end of Lease Term, all items specified in this Paragraph shall be returned to Brad (name) at 600 Edgewater Dr 32804 (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. Check and complete if the dwelling was built before January 1, 1978

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. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord (M) (____) and Tenant (____) (____) acknowledge receipt of a copy of this page which is Page 3 of 6

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.

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

Date

Landlord's Signature

Date

Executed by Tenant

Tenant's Signature

Date

Tenant's Signature

Date

This form was completed with the assistance of:

Name of Individual:

Name of Business:

Address:

Telephone Number:

REFERENCES & EMERGENCY CONTACTS

	Doctor	Lawyer	Nearest Relative Living Elsewhere
Name			Manuel Ceballos
Street Address			253 N. Central Ave
City			Orlando , FL 32803
State & Zip			Applca
Phone Number			407-924-6622

By signing the application you grant us permission to communicate with all the contacts listed in this section in the event we can't locate you. Furthermore, if you abandon the apartment for any reason then you grant us permission to allow your relative listed above to remove all contents of the dwelling on your behalf.

GENERAL INFORMATION

Have you ever been served a late rent notice?	Do any of the people who would be living in the apartment smoke?	How long do you think you would be renting from us?
No	No	1 yr
Have you ever filed for bankruptcy? If so, when?	When would you be able to move in?	Have you ever been convicted of a felony?
No	Today	No
Have you ever been served an eviction notice? If so, when?	How many pets do you have (list Type, Breed, approx Weight & Age)?	
No	2	
Have you had any reoccurring problems with your current apartment or landlord? If yes, please explain:		
No		
Why are you moving from your current address?		
Living with Family		
List any verifiable sources and amounts of income you wish to have considered (optional):		
Unemployment 550 - 6 mos.		
If you were to run into financial difficulty in the future and couldn't come up with the money to pay the rent, do you know someone that would loan you the money? If so, provide the person's name, address, & phone # so that we can use them as a reference for you.		
Manuel Ceballos (Father)		
Have you been a party to a lawsuit in the past? If yes, please explain why:		
No		
We may run a credit check and a criminal background check. Is there anything negative we will find that you want to comment on?		
No		
How did you hear about this apartment?	Do you have an e-mail address we can reach you at?	
Sign out front	Loveyourground@yahoo.com	
Do you know of anybody else looking for an apartment? Please provide their name and number. If you refer a friend and you each end up renting separate apartments from us then we will pay you a referral reward.		

Agreement & Authorization Signature

I believe that the statements I have made are true and correct. I hereby authorize a credit and/or criminal check to be made, verification of information I provided and communication with any and all names listed on this application. I understand that any discrepancy or lack of information may result in the rejection of this application. I understand that this is an application for an apartment and does not constitute a rental or lease agreement in whole or part. I further understand that there is a non-refundable fee to cover the cost of processing my application and I am not entitled to a refund even if I don't get the apartment. Any questions regarding rejected applications must be submitted in writing and accompanied by a self-addressed stamped envelope.

Signature: Manuel Ceballos

Date: 2/6/12

RENTAL APPLICATION

- Each adult (18 or older) must fill out a separate application
- There is a non-refundable fee of \$20/adult to apply

First	Middle	Last	Birth Date	Social Security #	Driver's License #
Daniella	Victoria	Stuart	10/25/86	594 58 5347	S36317P868850
Any Other Names You've Used In The Past			Home Phone		Cell Phone
					407 860 1118
All Other Proposed Occupants			Birth Date	Relationship To Applicant	
Emanuel Ceballos			10/5/85	Fiancé	

RENTAL/RESIDENCE HISTORY

	Current Residence	Previous Residence	Prior Residence
Street Address	1815 Canton St.	2520 E Church St.	709 E. Magnolia
City	Orlando	Orlando	Apopka
State & Zip	FL 32803	FL 32803	FL 32703
Last Rent Amount Paid	None	800	None
Owner/Manager and Phone Number	Sisters house	Laurie ?	dad's house
Reason for leaving		Wage up	
Is/Was rent paid in full?		yes	
Did you give notice?		yes	
Were you asked to move?	no	no	
Name(s) in which your utilities are now billed:	Emanuel Ceballos		
Dates of Residency	From/To 12/11 / current	From/To Nov. 10 / Nov 11	From/To

EMPLOYMENT HISTORY

	Current Employment	Previous Employment	Prior Employment
Employed By	Leo's Diner	Cafe Annie	Winn Dixie
Address	333 Orange Ave.	Orange Ave.	E. Colonial Dr.
Employer's Phone	407 923 5367		
Occupation	Server	Server	Cashier
Name of Supervisor	Tom Simpson	Nazih	Deanna
Monthly Gross Pay	900	900	800
Dates of Employment	From/To 7/11 - current	From/To 10/11 + 1/12	From/To 10/10 - 6/11

CREDIT HISTORY

	Bank/Institution Name	Balance On Deposit or Balance Owed
Savings Account	tru grocer	0
Checking Account	tru grocer	
Credit Card		
Auto Loan		

VEHICLES (Include vehicles belonging to other proposed occupants also)

Make	Model	Color	Year	License Plate
Kia	Spectra	Red	2002	

REFERENCES & EMERGENCY CONTACTS

	Doctor	Lawyer	Nearest Relative Living Elsewhere
Name	Dr. Parrillo		Doug Stuart
Street Address			709 E Magnolia
City	Orlando		Apopka
State & Zip	407 843 1620		FL 32703
Phone Number	11		407 879 5624

By signing the application you grant us permission to communicate with all the contacts listed in this section in the event we can't locate you. Furthermore, if you abandon the apartment for any reason then you grant us permission to allow your relative listed above to remove all contents of the dwelling on your behalf.

GENERAL INFORMATION

Have you ever been served a late rent notice?	Do any of the people who would be living in the apartment smoke?	How long do you think you would be renting from us?
no	no	1 yr
Have you ever filed for bankruptcy? If so, when?	When would you be able to move in?	Have you ever been convicted of a felony?
no	today	no
Have you ever been served an eviction notice? If so, when?	How many pets do you have (list Type, Breed, approx Weight & Age)?	
no	2 Chihuahua Mrs. 10 lbs each. 1 yr. 20 lbs	
Have you had any reoccurring problems with your current apartment or landlord? If yes, please explain:		
no		
Why are you moving from your current address?		
living w/ family		
List any verifiable sources and amounts of income you wish to have considered (optional):		
job		
If you were to run into financial difficulty in the future and couldn't come up with the money to pay the rent, do you know someone that would loan you the money? If so, provide the person's name, address, & phone # so that we can use them as a reference for you.		
yes Doug Stuart 709 E Magnolia St - Apts. 407 879 5624		
Have you been a party to a lawsuit in the past? If yes, please explain why:		
no		
We may run a credit check and a criminal background check. Is there anything negative we will find that you want to comment on?		
yes		
How did you hear about this apartment?	Do you have an e-mail address we can reach you at?	
drive by	danie1986@live.com	
Do you know of anybody else looking for an apartment? Please provide their name and number. If you refer a friend and you each end up renting separate apartments from us then we will pay you a referral reward.		

Agreement & Authorization Signature

I believe that the statements I have made are true and correct. I hereby authorize a credit and/or criminal check to be made, verification of information I provided and communication with any and all names listed on this application. I understand that any discrepancy or lack of information may result in the rejection of this application. I understand that this is an application for an apartment and does not constitute a rental or lease agreement in whole or part. I further understand that there is a **non-refundable** fee to cover the cost of processing my application and I am not entitled to a refund even if I don't get the apartment. Any questions regarding rejected applications must be submitted in writing and accompanied by a self-addressed stamped envelope.

Signature: Daniel

Date: 2/16/12

RENTAL APPLICATION

- Each adult (18 or older) must fill out a separate application
- There is a non-refundable fee of \$20/adult to apply

First	Middle	Last	Birth Date	Social Security #	Driver's License #
Manuel	Enrique	Ceballos	10-05-85	591-38-00	0142205853650
Any Other Names You've Used In The Past					
No					
All Other Proposed Occupants					
Danielle Stuart					
1025-86 Finance					
Relationship To Applicant					
Same					
Home Phone					
(407) 860-5212					
Cell Phone					

RENTAL/RESIDENCE HISTORY

Street Address	1815 Canton St Orlando FL 32803	Current Residence
City	Orlando FL	Current Residence
State & Zip	32803	Current Residence
Last Rent Amount Paid	800	Current Residence
Owner/Manager	Sister in law Laurie	Current Residence
and Phone Number	2	Current Residence
Reason for leaving	Lease up	Current Residence
Is/Was rent paid in full?	yes	Current Residence
Did you give notice?	yes	Current Residence
Were you asked to move?	no	Current Residence
Name(s) in which your utilities are now billed:		Current Residence
Dates of Residency	From/To	Prior Residence

EMPLOYMENT HISTORY

Employed By	Unemployed	Current Employment
Address	1800 N. Orange Blossom Tr.	Current Employment
Employer's Phone	(407) 860-3838	Current Employment
Occupation	Customer Service	Current Employment
Name of Supervisor	Matt Dondak	Current Employment
Monthly Gross Pay	21060-	Current Employment
Dates of Employment	8/10 11/11	Current Employment

CREDIT HISTORY

Savings Account	First grosser	Bank/Institution Name
Checking Account	frugger	Bank/Institution Name
Credit Card		Bank/Institution Name
Auto Loan		Bank/Institution Name

VEHICLES (Include vehicles belonging to other proposed occupants also)

Make	Kia	Model	Spectra	Color	Red	Year	2002	License Plate
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