



# 1. Residential Lease

## 1.1 RESIDENTIAL LEASE

This agreement, made this <<Lease Creation Date>>, between <<Owner Name(s)>> hereinafter referred to as the LANDLORD, through its agent and <<Tenants (Financially Responsible)>>

hereinafter referred to as the TENANT, concerning the lease of the following described property: <<Property Address>> 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).

**1. TERM OF LEASE:** <<Lease Start Date>> to <<Lease End Date>>. If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 7 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination.

**2. OCCUPANTS:** Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained: <<Tenants (Financially Responsible)>><<Other Occupant(s)>>. A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours.

**PRORATED RENT:** TENANT agrees to pay the sum of <<Prorated Rent>> as pro-rated rent for the period <<Move-in Date>> to the end of the first month..

**ADVANCE RENT:** TENANT agrees to pay the sum of \$0.00 as advance rent representing payment for the last month of lease term or any renewal.

**MONTHLY RENT:** <<Monthly Rent>>

**SECURITY DEPOSIT:** <<Security Deposit Charges>>

**3. RENT:** TENANT agrees to pay the monthly rent amount plus any applicable sales tax as rent on the 1st day of each month in advance without demand at BAY AREA REAL ESTATE & RENTALS, INC., 14502 N. Dale Mabry Hwy., Suite 200, Tampa, FL 33618 or at [www.BayAreaRealEstateAndRentals.com](http://www.BayAreaRealEstateAndRentals.com) through the TENANT PORTAL. Phone number (813) 988-7368 Emergency phone number (813) 988- 7368 Ext. 300. Rent must be received by LANDLORD or its designated AGENT on or before the due date. A late fee of 10% of the rental amount due plus \$5.00 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 3rd day of each month. Cash payments are not accepted. No drop box is available. If TENANT'S check is dishonored, all future payments must be made by money order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. If LANDLORD has actual knowledge that there are insufficient funds to cover a check, rent will be considered unpaid, LANDLORD may serve TENANT with a Three Day Notice and will not be required to deposit the check. Third party checks are not permitted. Time is of the essence. The imposition of late fees and/or dishonored check charges is 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, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. 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.

**4. 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 attached and made a part of this lease. In the event pet(s) are permitted under this lease, TENANT shall secure and or temporarily remove any pet(s) on the premises if the premises are being shown for sale or rental, repairs or inspections are being conducted or at any other appropriate or necessary time when requested by LANDLORD or LANDLORD'S AGENT. **If TENANT brings a pet onto the premises and no Pet Addendum has been signed and/or all fees/deposits required paid, the TENANT shall be in default of the lease and shall owe a \$300.00 penalty due as additional rent immediately to LANDLORD and be subject to eviction.**

**5. SECURITY DEPOSIT:** TENANT agrees to pay LANDLORD the sum of <<Security Deposit Charges>>, 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, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Florida law. The security deposit (and advance rent, if applicable) will be held in the following manner: Deposited in a separate non interest bearing account with LMCU, 5140 E. Fowler Ave., Tampa, FL 33617.

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.**

Florida statutory law, 83.49(3) provides:

(3)(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 last known mailing address of his 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 c/o the Landlord). If the LANDLORD fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security 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 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.

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

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute 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 subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes.

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.

**6. 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.

**7. 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.

**8. 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. TENANT shall not install TV antenna(s), satellite dish(s) or other external fixtures without LANDLORD'S prior written approval.

**9. 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. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. No portable or inflatable pools shall be permitted without the express written permission of the LANDLORD and verification that no damage will occur to the lawn/ground/premises and there shall be no effect on insurance coverage of the premises. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in wall, woodwork or any part of premises. TENANT shall not keep or store any goods or materials of any kind that are combustible or could increase fire risk on the premises. After the first 30 days of the TENANT taking occupancy, the TENANT shall be responsible for paying for all costs of extermination of pests and insects except for termites. TENANT agrees to keep driveways and walking areas clean so as to prevent any buildup of mold or allow the surfaces to become slippery. TENANT shall keep all gutters free of debris and leaves. TENANT agrees to replace air conditioner filters every 60 days at TENANT'S expense.

**10. RISK OF LOSS:** All TENANTS' 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.**

**11. 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 or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any Federal, State and/or Local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addendums attached hereto and any and all amounts owed to LANDLORD as permitted by 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 rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent. TENANT is liable to pay any and all association charges and/or attorney's fees assessed to OWNER and/or TENANT due to TENANT'S and/or guest's actions or inactions or TENANT'S and/or guest's failure to comply with rules and regulations, and, in addition, any amounts due may be deducted from any homeowner or condo association common area security deposit paid by the TENANT or paid by the LANDLORD on TENANT'S behalf if applicable.

**12. ATTORNEY'S FEES:** If LANDLORD employs an attorney due to TENANT'S violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

**13. UTILITIES:** LANDLORD is responsible for providing the following utilities only: <<Utilities Included>>. 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. Garbage and or trash removal is considered a utility under this lease. In the event utilities are kept in the LANDLORD'S name under the terms of this lease, reimbursement shall be due and payable upon demand as additional rent. 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. In the event a condominium association or homeowners association is currently providing any services to the unit such as cable, satellite TV, alarm monitoring, internet, water, sewer, trash, guarded security gate or other services and the association decides these services will no longer be provided, TENANT agrees and understands that LANDLORD and/or AGENT shall not be required to replace, provide or pay for these removed services for TENANT. TENANT may opt to pay for non-essential services but shall be required to pay for essential services including but not limited to water, sewer and trash if the association no longer provides these services. The discontinuation of any such services by the association shall not be construed as a prohibited practice by LANDLORD or AGENT nor shall it constitute a default under the lease. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD or AGENT shall constitute a material breach of the lease.

**14. VEHICLES:** Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. 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 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 the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises:

<<Vehicle Information>>

**15. 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 tenable 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 and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, TENANT shall be in default and 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 understands that at all times TENANT is responsible for keeping all outside areas within their control free of garbage, debris, animal feces and any other unsightly items. TENANT shall not install any plants, trees, flowers or shrubs without prior written approval. Any unauthorized installation will be considered damage and TENANT agrees to pay for the removal of such plantings and the cost to restore the affected area(s) to the original condition. If applicable, sprinklers will remain set for the allowable days and times of watering determined by local government jurisdiction and TENANT shall not tamper with or change the settings. If TENANT is responsible for lawn/shrubbery maintenance, this includes weeding of planters, plant beds, mowing of grass, edging of grass, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass and reporting to LANDLORD if problems occur with any sprinklers. TENANT agrees to deliver property at the end of the tenancy with grass that is weed free, mowed, trimmed, edged and properly watered. Additionally, trees and scrubs will have been trimmed, pruned and planter areas free of weeds. If TENANT is responsible for lawn/shrubbery and fails to care for landscaping as required and disregards notice to correct landscape care deficiencies, LANDLORD reserves the right to contract with a landscape maintenance service and the TENANT will incur the cost of such service immediately as additional rent. **All maintenance problems must be submitted in writing to OWNER/AGENT by United States mail or through the TENANT'S online portal [www.BayAreaRealEstateAndRentals.com](http://www.BayAreaRealEstateAndRentals.com), or call 813-988-7368 Ext. 300 for after-hours' emergencies. Only emergency issues will be called back on weekends, holidays and after-hours.** TENANT acknowledges that by reporting any maintenance, system or equipment failure or problem on the Property, TENANT agrees to allow access to the property to OWNER/AGENT or its assignee(s), to resolve the reported maintenance system or equipment failure or problem. OWNER/AGENT or its assignee(s), agree to provide reasonable notice

of entry by email written or verbal communication, or both. Depending on scheduling requirements or type of maintenance problem, TENANT may or may not be present at time of entry, except NO entry will be made if under age 18 occupants are home alone, or if dogs are not secured so OWNER'S assignee may safely enter. OWNER/AGENT or its assignee(s) may gain access to the property using a key or any other reasonable means of entry. For operational purposes, OWNER/AGENT may house a key off-site, in a secure office location. **TENANT(S) is/are responsible for providing service technicians access to the premises for repairs & maintenance. TENANT shall be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: A/C FILTERS, GARBAGE DISPOSAL, LOCKS/KEYS, LIGHT BULBS, SMOKE ALARM BATTERIES, SCREENS, EXTERMINATION INTERIOR and EXTERMINATION EXTERIOR. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. Unless due to the negligence of the TENANT in which case TENANT shall be responsible for 100% of the costs of any repairs, TENANT agrees to pay for all minor repairs to the premises of any kind costing \$75.00 or less or, if the LANDLORD provides a service plan for appliances, plumbing and/or electrical, TENANT will pay the deductible up to \$75.00 for each service call. For properties managed by Bay Area Real Estate & Rentals, Inc., TENANT will log onto [www.BayAreaRealEstateAndRentals.com](http://www.BayAreaRealEstateAndRentals.com) to create a maintenance request to their property.**

**16. POOL MAINTENANCE AND EQUIPMENT:** If a pool exists, the parties agree as follows: If TENANT is to maintain pool, TENANT shall vacuum pool weekly, check chemical levels with a testing kit and maintain levels of chemicals as advised by a professional pool supply company. Pool equipment will be stored to prevent deterioration. If LANDLORD supplies pool service as part of this agreement, TENANT agrees to report to manager or LANDLORD any lapse of service or failures of pool system.

**17. 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. In addition to any cleaning charges or any other charges due under the terms of this lease, TENANT agrees to the unit cleaning charge to be deducted from the security deposit in the amount of the actual bill. TENANT agrees to the carpet cleaning charge to be deducted from the security deposit in the amount of the actual bill. Upon Move-out there will be a lock changing charge at the cost of the actual bill to be deducted from the security deposit.

**18. RENEWAL:** LANDLORD or TENANT shall have 30 days to notify each other prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some subsequent monthly payment period. The month-to-month rental rate will be the greater of \$75.00 or 10% of the rent amount. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

**19. RIGHT OF ENTRY:** LANDLORD, upon reasonable notice by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. 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.

**20. 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, cease and shall terminate, TENANT agrees to and shall vacate 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 by such condemnation, damage, destruction or lease termination. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT will install same if there is a hurricane or tropical storm watch or warning in effect and/or at the request of the property manager or OWNER. If TENANT is unable to perform this task for any reason, TENANT agrees to notify property manager or OWNER as soon as any storm watch or warning is placed into effect. 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 premises holding LANDLORD harmless for any damages suffered if any.

**21. MOLD:** LANDLORD and/or AGENT reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event LANDLORD and/or AGENT in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

**22. 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.

**23. 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 from 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. TENANT understands that LANDLORD'S AGENT has no control over whether LANDLORD pays taxes, mortgages, fees or any other amount due under law or contract and agrees to hold LANDLORD'S AGENT harmless from all losses, damages, liabilities and

expenses which can be claimed against LANDLORD.

**24. DISPUTES AND LITIGATION:** 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 heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

**25. INTEGRATION:** This lease and exhibits and attachments, if any, set forth the entire agreement 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 the agreement shall be in effect.

**26. 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.

**27. SMOKING:** Smoking is NOT permitted inside the premises by TENANT, guests or invitees. TENANT understands that smoking inside the premises shall be considered a material default under this lease agreement.

**28. 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."

**29. ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

**ADDITIONAL STIPULATIONS:**

1. TENANT, at TENANT'S expense, is responsible for extermination of bed bugs, if attributable to TENANT.
2. LANDLORD will supply lawn service. TENANT to water on watering days permitted by the county/city. TENANT must water at minimum once a week. Watering must be at minimum 30 minutes per zone.
3. Appliances included: <<Appliances Included>>
4. TENANT agrees to comply with ALL HOA Policies, Procedures, Rules & Regulations. Tenant is responsible for any fines imposed by the HOA for any Tenant related violations.
5. Lease contingent upon HOA approval.

ACCEPTANCE BY FACSIMILE AND/OR BY ELECTRONIC SIGNATURE BY ANY OF THE PARTIES SHALL CONSTITUTE VALID BINDING ACCEPTANCE OF THIS LEASE AGREEMENT AND ITS ADDENDA:

**MOLD ADDENDUM**

**DRUG AND CRIME FREE ADDENDUM**

**SIGNATURE PAGE**

TENANT

<<Tenants (Financially Responsible)>>

AGENT FOR OWNER, John V. Simone

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. MOLD ADDENDUM TO LEASE

### 2.1 MOLD ADDENDUM TO LEASE

#### MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Bay Area Real Estate & Rentals, Inc. (OWNER OR AGENT) AND <<Tenants (Financially Responsible)>> (TENANTS) FOR THE PREMISES LOCATED AT <<Property Address>>MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: TENANT(S) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

#### TENANT(S) AGREE TO:

KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP

USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING

KEEP CLOSET DOORS AJAR

AVOID EXCESSIVE INDOOR PLANTS USE EXHAUST FANS WHEN

BATHING/SHOWERING AND LEAVE ON FOR A

SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE

USE CEILING FANS IF PRESENT

WATER ALL INDOOR PLANTS OUTDOORS

WIPE DOWN ANY MOISTURE AND/OR SPILLAGE

WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING

WIPE DOWN ANY VANITIES/SINK TOPS AVOID AIR DRYING DISHES

NOT DRY CLOTHES BY HANG DRYING INDOORS

REGULARLY EMPTY DEHUMIDIFIER IF USED

OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES

WIPE DOWN FLOORS IF ANY WATER SPILLAGE

SECURELY CLOSE SHOWER DOORS IF PRESENT

LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE

WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT

USE DRYER IF PRESENT FOR WET TOWELS

USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES

REMOVE ANY MOLDY OR ROTTING FOOD REMOVE GARBAGE REGULARLY

WIPE DOWN ANY AND ALL VISIBLE MOISTURE

INSPECT FOR LEAKS UNDER SINKS

CHECK ALL WASHER HOSES IF APPLICABLE

**TENANT(S) AGREE TO REPORT IN WRITING:**

VISIBLE OR SUSPECTED MOLD

ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES

LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE

PLANT WATERING OVERFLOWS SHOWER/BATH/SINK/TOILET OVERFLOWS

LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS

ANY AND ALL MOISTURE AND MUSTY ODORS

DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS

MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS

MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES

LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, TENANT(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then, within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** OWNER or AGENT reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event OWNER or AGENT in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that OWNER or AGENT may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(S) will be held

responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to TENANT(S) failure to notify OWNER or AGENT of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and OWNER or AGENT shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to OWNER for damages sustained to the Leased Premises.

TENANT(S) shall hold OWNER and AGENT harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises is or was managed by an AGENT of the OWNER, TENANT(S) shall hold AGENT harmless and shall look solely to the property OWNER in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

This lease has been drafted by the Law Offices of Heist, Weisse & Wolk, P.A. 1 800 253 8428 Reference #480766

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

### 3. DRUG/CRIME FREE ADDENDUM

#### 3.1 DRUG/CRIME FREE ADDENDUM

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##### DRUG/CRIME FREE ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Tenant agree as follows:

1. **Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.**
2. **Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.**
3. **Tenant or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.**
4. **Tenant or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.**
5. **Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare or any persons.**
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

##### FORM PROVIDED BY LAW OFFICES OF

HEIST, WEISSE & WOLK, P.A. 1-800-253- 8428

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

### 4. Thank you!

#### 4.1 THANK YOU!

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##### When you first move in:

**Get to know the property.** Locate the breaker box and note the location of the Ground Fault Interrupt (GFI) breakers or switches, and the breakers for the stove/oven, water heater and air conditioner-heating system.



**Also locate the water shut off for the house.** It is usually in the front yard near the sidewalk or road. Also locate the shut off for the water heater and under all sinks. Locating these items now may prevent or minimize damage later.

Please note; If a repair is called in after hours the repair must still be submitted through your tenant portal so the work order can be sent to the Vendor.

**If the emergency is water intrusion immediately turn off the water supply to the premises and contact the office.** If after hours you have not received a call from the management company call a plumber directly. You may be responsible for the bill in its' entirety and or for a portion of the bill depending on the cause of the water intrusion. They may request payment upon completion.

**If the residence has a warranty** and the tenant has been provided the information the tenant must call the warranty company directly. If the after hour service through this office is utilized the tenant may be responsible for the cost of repair.

**Washer/Dryer Hookups:**

When installing a washing machine, use "**burst resistant stainless steel braided**" washing machine hoses only. If you are going to be absent from the property for an extended period of time, turn off the hot and cold water supply valves.

**Reminder:** All keys, garage door openers, gate cards etc are to be delivered to P.O. Box 3525. Apollo Beach, FL 33572 at the end of the lease.

**Physical address:** 14502 N. Dale Mabry Hwy., Suite 200, Tampa, FL 33618.

**A note form your property manager:**

Congratulations on the selection of your home. Welcome to the Tampa Bay area and we welcome you as a residents of Bay Area Real Estate & Rentals, Inc. We are pleased to have you as residents and hope you have a pleasant experience and enjoy your home.

**Thank you for choosing Bay Area Real Estate & Rentals, Inc.**

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
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## 5. Sign and Accept

### 5.1 TENANTS NAMES

<<Tenants (Financially Responsible)>>

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed